

AGREEMENT FOR SERVICES #303-S1110

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Municipal Code Corporation, a Florida Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1700 Capital Circle SW, Tallahassee, FL 32310, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to perform codification services for the County's Board of Supervisor's Office; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to complete the County's re-codification project per Exhibit "A" marked "Scope of Work" and provide ongoing, as needed, codification services in accordance with Exhibit "B", marked "Supplement Service", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto. The re-codification portion of this Agreement shall end ninety (90) days after the publication date of the new code (re-codification). Thereafter, the Supplement Service shall begin and be automatically renewed from year to year provided that each party may cancel or change this Agreement with sixty (60) days written notice.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the re-codification billing rates shall be in accordance with Exhibit "C", marked "Recodification Quotation Sheet for El Dorado County, California" and the Supplement Service billing rates shall be in accordance with Exhibit "D", marked "Supplement Service Quotation Sheet for El Dorado County, California", incorporated herein and made by reference a part hereof

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subConsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the

extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
BOARD OF SUPERVISORS
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: SUZANNE ALLEN-de SANCHEZ, CLERK OF THE BOARD

Or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

MUNICIPAL CODE CORPORATION
P.O. BOX 2235
TALLAHASSEE, FL 32316
ATTN: STEFFANIE RASMUSSEN, ASST VICE PRESIDENT OF SALES

Or to such other location as the Consultant directs.

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor

vehicles are used by the Consultant in the performance of the Agreement.

- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. Consultant attests that they self-insure and hold in excess of \$1,000,000 in retained earnings available to cover any losses.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVI

Nonresident Withholding (Form 587): All independent Consultants providing services to the County who are not California residents must file a State of California Form 587 certifying County's exemption form withholding where applicable; where not applicable, Consultant will indemnify and hold the County harmless for any action taken by the California Franchise Tax Board. The Consultant will be required to submit a Form 588 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement where applicable. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Suzanne Allen de Sanchez, Clerk of the Board of Supervisors, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be

resolved in accordance with the laws of the State of California.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Department Head Concurrence:

By: _____ Dated: _____
Suzanne Allen-de Sanchez
Clerk of the Board of Supervisors

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONSULTANT --

MUNICIPAL CODE CORPORATION
A FLORIDA CORPORATION

By: _____
A. Lawton Langford
President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

HLP

303-S1110

SCOPE OF WORK

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCC, hereby offers to perform codification services for the **EL DORADO COUNTY, CALIFORNIA**, hereinafter referred to as Client.

MCC will research, edit, index and publish (both in print and electronically) the finally enacted legislation Client specifies for inclusion in the Code.

Material Included. All legislation of a general and permanent nature, passed in final form by the Client, as of the cut off date established by the MCC attorney (usually after conference), will be included in the new Code. MCC prefers the material in an editable electronic form, and will rely upon the electronic media during the codification process when furnished electronically, unless otherwise instructed. However, materials are not required to be furnished in electronic form and can be provided via fax or printed copy. All material received by MCC will be acknowledged via e-mail or the postal service. Research of minutes can be provided as agreed upon by the Client and MCC.

Omitted Material. The following legislation, which is not of a general and permanent nature, will be omitted from the Code unless otherwise instructed by MCC and the Client: Appropriations; Franchises; Bonds; Vacating Streets and Other Public Properties; Sales of Surplus Assets and Properties; Tax Levies; Special Elections; Contracts and Agreements; Rezoning; Personnel Regulations; Annexations and Disannexations; Tax Anticipated Notes and Issuances of Similar Debt Instruments; Appointments of Named Individuals to Positions within a Governmental Body; Comprehensive Master Plans, Traffic Schedules, and Fee Schedules (however, Fee Schedules can be provided for an additional fee – quotation upon request).

Ordinance Research Tools. To facilitate finding sample provisions during this project, MCC will provide the Client with two (2) subscriptions to the Multiple Code Search Service. This will allow the Client to provide two (2) people with access to the search software on our website for full state searching (see Additional Services). MCC will also provide samples of provisions, as requested during the project.

Original Legislation Archive & Index. While codification is focused on providing the most up-to-date legislation for your organization and its constituents, the purpose of this service is to electronically archive original permanent record of the legislation when it was passed. Service includes converting all original ordinances, resolutions, and motions into Tiff Group IV format. The images will be OCR'd, indexed, and provided on CD/DVD in a robust searchable format.

Supplementing Existing Code during Codification. MCC can provide Supplementation Services, electronic options and web hosting for the existing Code while the codification project is underway. MCC can update the existing Code on any schedule the Client desires. MCC can also provide Electronic Updates in lieu of Printed Supplements during this project. All service options are described in greater detail in the Supplement Service portion of the proposal.

Legal and Editorial Work. MCC will assign a team, consisting of a lead attorney, editor, proofreader and indexer, to the project. All recommendations by this legal team are intended for use by the Client's attorney and should not be considered legal advice. This legal team is responsible for the following:

- *Research and Review.* MCC will research all legislation submitted by the Client against the State Constitution, State Law, the Charter (if the Client has adopted one), as well as inconsistencies and conflicts within the legislation itself. Zoning and Land Use provisions will be reviewed only if included in the Code. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be added at the additional page rate.
- *Structure.* MCC will suggest a structure and organization for the Code and provide a Table of Contents indicating said structure. MCC will assume the legislative structure is to remain intact unless discussed with our attorney and approved by the Client.
- *Legal Manuscript.* MCC will submit a legal manuscript for the Client's review. This manuscript will reflect the MCC attorney's legal review and will contain the substantive provisions of legislation provided by the Client and with proposed changes. Recommendations by MCC's attorney will be provided and discussed with the Client. The legal manuscript will be provided in electronic form; a printed copy can be provided upon request.

- *Conference.* MCC will conduct a conference, either in person, via telephone or webinar, to review the legal manuscript. All persons interested in the project may be included; but the Client's attorney and Clerk are essential. Issues discovered during the legal research will be discussed at the conference, with agreed upon solutions noted in the legal manuscript. The Client's attorney has the final decision making authority for resolution of issues brought up at the Conference or "footnoted" in the Legal Manuscript.
- *References.* MCC will provide State Law references within the Code. Additional references, such as editor's notes, reserved sections, and referenced materials, will be provided as appropriate.
- *Editing.* MCC will edit the Code to reflect proper grammar and stylistic consistency. MCC will not reword any provision that affects the substantive intent of the Code, unless the Client approves the revision; however, MCC may make non-substantive revisions to improve readability.
- *Proofreading.* MCC will proofread the Code prior to submitting proofs. The text will be reviewed for sense, structure and to ensure the implementation of the decisions by the Client and MCC's attorney are correct.
- *Format Options.* MCC will review format options, such as font type (e.g. Times, Helvetica, New Century Schoolbook, Avant-Gard Demi, Courier, Palatino, Helvetica Narrow, Arial-MT, Times New Roman-SF) font size (9, 10, 11, 12 point) page layout (single or double column), graphics appearance and placement, with the Client. We will help you choose a format that results in a professional document that is easily researched. Sample page formats will be provided for review and selection.
- *Index and Tables.* MCC will create a subject matter index and all tables (Contents, State Law Reference, Prior Code Comparison, Ordinance Disposition, etc.) for the Code as necessitated by the materials. Additional tables required by the Client can be created.
- *Graphics.* MCC will add the graphics when provided by the Client in a usable format and insert them into the printed and electronic versions of the Code.
- *Adopting Ordinance.* MCC will provide an Adopting Ordinance upon completion of the project.

Proofs. After editing and proofreading, proofs incorporating solutions captured in the legal manuscript will be delivered to the Client. The proofs are an updated legal manuscript indicating agreed upon changes as decided by the Client. The proofs will have been edited and proofread, though they will not contain all of the tables and the subject matter index and will not be in final form for printing. A sample of the finished Code format will also be provided.

MCC guarantees typographical correctness. Any errors attributable to MCC will be corrected at no charge during the term of this Agreement. MCC's liability for all services shall extend only to correcting the errors in the Code and subsequent updates, not to any acts or occurrences as a result of such errors, and only as long as the contract is in effect.

Delivery of Code.

- **Printing and Binding.** The number of copies selected by the Client will be printed on acid-free paper in the chosen format and delivered to the Client. Color printing is available at an additional charge. Standard binding for the Code is three-post, expandable, black, leatherette binders with gold, silver or white stamping. Alternate binders, such as D-ring or polyvinyl, are available. Binder colors can be reviewed at www.municode.com under the Products link. A Seal or logo can be added in addition to the text on the front and spine of the binder, if desired. Divider tabs for each major section of the Code and Index are also provided.

We are pleased to announce that Mac Papers is now chain-of-custody certified with the Forest Stewardship Council (FSC), Sustainable Forest Initiative (SFI) and Programme for Endorsement of Forest Certification schemes (PEFC).

- **Reprints or Pamphlets.** Selected Chapters, or combinations of Chapters, may be reprinted for distribution. Pamphlets are provided separately, based upon then current price list. They can be provided with binders, paper covers, tabs and all other standard publishing options. MCC can also provide these to subscribers. See Distribution under Additional Services.

Electronic Code. The Code will be furnished in any electronic medium and format (Internet, CD-ROM, Word, WordPerfect, Text or RTF, PDF, or integrated with search engine, etc.) selected by the Client. Attached is a current list of options; an updated list of options will be provided upon shipment of proofs so selections can be made from then current services.

Client Responsibility. The Client agrees to:

- *Amendatory Legislation.* The Client shall immediately forward all adopted legislation (including amendments, the Charter, Special Acts and other pertinent rules and regulations having the effect of law) to be codified on a continual basis. Submission should be timely and can be sent in electronic, fax or printed form.
- *Review.* The Client shall review, modify and/or approve the proposed Table of Contents and organization of the Code, page format, font type and size, approve number of copies to be printed, binder colors and choice of electronic format.
- *Participation of Attorney.* Ensure the Client's Attorney and other interested personnel attend and participate in the project, including on-site or teleconference and review of the proofs.
- *Submission of data.* The Client shall provide data, graphics and tables of the highest reproducible quality, preferably in their original, electronic format. Provide a black and white line art seal or logo for the binders, if desired.
- *Proofs.* The Client will review and return the proofs within 45 days of receipt. Changes to the text should be marked directly on the proofs. Please note delaying the return of proofs can delay the project due to the amount of additional legislation passed subsequent to submission of proofs. Changes not discussed at conference, deletions and additions to the proofs may result in a proof update fee. Should the Client fail to return proofs within five (5) months, the balance of the contract shall become due and payable. Additional copies of proofs can be provided upon request.

SUPPLEMENT SERVICE

After publication of the new Code, MCC will continue to maintain the Code as legislation is enacted.

Material. The Client should forward a copy of legislation upon enactment. Material is preferred in an electronically editable format and should be sent to ords@municode.com. Every ordinance sent to MCC will be acknowledged via e-mail. A complete list of legislation recorded in an update will be provided. Legislation can also be provided via fax or print. MCC will hold legislation pending a schedule or begin the job as established with the Client.

Editorial Work. The Supplement editorial team, consisting of a legal editor, proofreader and indexer, will review the legislation to determine proper placement within the Code. MCC will adhere to the structure and style contained in the ordinance unless changes are required to ensure consistency in the Code. The team will also update the Table of Contents, catchlines, reference tables and index. Additionally, an instruction sheet will be created to advise how to insert and remove pages. A Checklist of Up-To-Date pages will be created to indicate the most recent source from which each page in the Code is derived. Editorial notes will be appended to sections that require additional explanation. A separate Supplement will be created for any pamphlets derived from the Code.

Printed Supplements. Amendments to the printed Code occur in the form of Printed Supplement pages that are issued as replacement pages. Printed Supplements include updated Table of Contents, Code Comparative Table, index and text pages. A Supplement for each printed Code is included in the base page rate.

Electronic Updates. Amendments to the electronic version of the Code (CD, Internet, Folio, PDF, etc.) can be provided on their own schedule, or accompany Printed Supplements. Electronic Updates appear in the proper place and a fully searchable, complete Code will be delivered. Electronic Updates are included in the base page rate and clients who receive both Electronic Updates and Printed Supplements receive the Printed Supplements at no charge.

Schedule. Amendments are provided on a schedule designed to meet the needs of the Client. The schedule can be weekly, biweekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic Updates can occur on a more frequent schedule than Printed Supplements.

Additional Provisions. MCC can add additional provisions (e.g. charter, zoning, land development regulations) into the Code through the Supplement service. They will be included in a Supplement or as a separate project and appropriate updates will be made to the Code and tables. Additional divider tabs or binders will be provided as necessary. MCC will advise of all options and applicable costs.

New Ordinances on the Web (N.O.W.). MCC can post the ordinances passed in between Printed Supplements or Electronic Updates on our website. The ordinances are posted as part of the Preliminaries and also show in the electronic Table of Contents. Once the posted ordinances are incorporated into the Code, they are removed from the website. We recommend the Client send in legislation in editable format via email for inclusion in the Code. This allows the legislation to be searchable on the Internet site along with the Code.

Ordlink. As in our N.O.W. service above, MCC can post the ordinances passed in between Printed Supplements or Electronic Updates on our website. The ordinances are included in the opening page of the Code in a table to include ordinance title, adoption date and description. This table also contains a link directly to the ordinance for viewing. In addition to the NOW service above, MCC can then highlight the Code's Table of Contents to show the changed section, chapter and title. A link is created from the amended section in the Code text to the ordinances in the NOW table and the ordinance table will now also include a link to the amended text sections of the Code. Once the posted ordinances are incorporated into the Code, they are removed from the website. We recommend the Client send in legislation in editable format via email for inclusion in the Code and posting for the OrdLink system. This allows the legislation to be searchable on the Internet site along with the Code.

Delivery. Printed Supplements to the Code and pamphlets, if ordered, will be delivered in bulk to the Client, unless Client chooses to utilize MCC's Distribution Services. The website will be updated upon shipment of the printed supplement or as Electronic Updates are delivered.

RECODIFICATION QUOTATION SHEET FOR EL DORADO COUNTY, CALIFORNIA

Base Cost, includes

\$18,550

- Receipt, review and organization of materials
- Ordinance Research Tool (2 licenses)
- Preparation of Legal Manuscript
- 25 Copies¹, to include Binders and tabs (select binder color below)
- Adopting Ordinance
- Legal Work
- Implementation of approved legal findings
- Updating State Law References
- Editing
- Proofreading
- Proofs
- Page formatting (make selections below)
- Indexing
- Creation of Tables
- Code on Internet, first year²
- Base number of pages

<i>Estimated pages based on page format and font size</i>			
Page Format	Font Size		
	10pt	11pt	12pt
Single Column	1150	1300	1435
Double Column	820	945	1025

Elections to be made applying to the above project:

- Font - Please circle one
(Times, Helvetica, New Century Schoolbook, Avant-Gard Demi, Courier, Palatino, Helvetica Narrow, Arial-MT, Times New Roman-SF)
- Page Format - Please circle one (Single Column or Double Column)
- Font Size - Please circle one (9, 10, 11 and 12 point)
- Binder Color – Please circle one (Brittany Blue, Deep Green, Semi-Bright Black, Burgundy)
- Please check conference choice
 - ☐ On-site Conference, each OR \$1,000
 - ☐ Teleconference or Web based conference, per 3 hour session No Charge
- Original Legislation Archive & Index
 - ☐ Up to 3,000 images, excess images \$0.50/image \$1,500

Items not include in Base cost:

- Additional pages over the base
 - 8 ½ x 11 inches, single column, per page \$18
 - 8 ½ x 11 inches, double column, per page \$22
- Additional material amended or added after conference
 - 8 ½ x 11 inches, single column, per page \$18
 - 8 ½ x 11 inches, double column, per page \$22
- Black and White Graphics, each \$10
- Color Graphics (includes printing), each \$25
- Additional Copies/Binders/Tabs Quotation upon request
- Freight Actual freight
- State Sales Tax If applicable

¹ MCC uses only acid-free paper.

² Subsequent years \$500 a year.

Additional Services available with the above project:

- | | |
|--|--------------------------|
| • Reprints of Chapters or Portions of the Code | Quotation upon request |
| • Distribution of Codes and Supplements | No Direct Cost to Client |
| • Electronic Media Options | See attached information |

Payments – base cost split into four payments – can be budgeted over two fiscal years

- | | |
|--------------------------------------|---------|
| • Execution of Agreement | \$5,565 |
| • Submission of the Legal Manuscript | \$4,640 |
| • Submission of Proofs | \$4,640 |
| • Delivery | Balance |

SUPPLEMENT SERVICE QUOTATION SHEET FOR EL DORADO COUNTY, CALIFORNIA

Supplement Service Base Page Rate

Page Format	Base Page Rate
Single Column	\$18 per page
Double Column	\$22 per page

Base page rate above includes

- Acknowledgement of Material
- Data conversion, as necessary
- Editorial Work
- Proofreading
- Indexing
- Updating Electronic versions³, (e.g. CDs and Internet)
- Printing 25 Supplement copies

Please Circle Preferred Supplementation Schedule⁴ Below:

Electronic Updates	Annual	Semi-annual	Quarterly	Bi-Monthly	On Request
Printed Supplements	Annual	Semi-annual	Quarterly	Bi-Monthly	On Request
New Ords On the Web	Upon submission			On Request	

Additional Services that apply to Supplement Service

- Graphics, per graphic \$10
- Color Graphics (includes printing), each \$25
- Freight Actual freight
- State Sales Tax If applicable
- Electronic delivery handling fee, per product \$75
- New Ordinances on the Web (NOW), no editing, 3-5 day turnaround, per ordinance \$25
- Ordlink⁵, per ordinance \$40

Other Additional Services:

Electronic Agenda and Legislative Management (Legistar)

Quotation upon request

Document Scanning Services (MuniScan)

Quotation upon request

Contract Management Software (Contract Assistant)

Quotation upon request

Utility Billing Services (MuniBills)

Quotation upon request

Payment for Supplement and Additional Services

Invoices will be submitted upon shipment of project(s).

³ We do not charge a per page rate for updating CDs or the Internet – this is included in the supplement per page rate.

⁴ Schedule can be changed at any time during the contract. Information on Weekly, Bi-weekly and Monthly Supplement schedules are available upon request.

⁵ If Ordlink is selected, N.O.W. Service is not necessary.