

# **PROFESSIONAL SERVICES CONTRACT**

between

**STERLING CODIFIERS, INC.**

and the

**CITY OF REEDLEY, CALIFORNIA**

## **Section 1. General Provisions.**

This contract provides for the performance and delivery by Sterling Codifiers, Inc., in return for the consideration as stated herein, of the specialized professional services of collection, organization, classification, analysis, editing, proofreading, publication and supplementation of the legislation of the City of Reedley, having been entered into between the City of Reedley, in the County of Fresno, State of California, hereinafter termed "City", and Sterling Codifiers, Inc., whose principal office is located at the City of Coeur d'Alene, in the County of Kootenai, State of Idaho, hereinafter termed "Sterling".

## **Section 2. Subject Matter.**

The legislation to be codified will mean the body of administrative and regulatory ordinances and/or local laws of the City that are general and permanent, in existence and in full force and effect, excluding the texts of standard codes adopted by reference (such as, but not limited to, building, housing or fire prevention codes recommended by ICBO, BOCA, state codes or regulations, etc.). The published code will include legislation adopted by the City up to the time of completion of the editorial procedures described in Section 5 of this contract.

## **Section 3. Specialized Nature of Work.**

The Sterling will codify the legislation of the City through the specialized processes of collection, classification, editing, proofreading, printing and binding of the legislation as printed. Upon completion of the codification processes, the legislation as codified will be termed the code and the Sterling will maintain the code in the future, all of the preceding to be performed in accordance with the Sterling's methods, procedures and style described more fully herein.

## **Section 4. Materials Furnished by City.**

The City has provided Sterling with one complete copy of its municipal code, as last updated, and the code has been regularly supplemented. Any new ordinances should continue to be forwarded to Sterling.

## **Section 5. Procedures and Services.**

A. Communication between the City and the Sterling. The Sterling will provide for an open dialogue between its staff and the City to discuss procedures and to familiarize the City with the scope of services.

B. Scan and proof existing code to disk. Sterling will scan and proof to disk that portion of the existing code that is not currently available on disk, making any necessary corrections to ensure the electronic version mirrors the hard copy text.

C. Legal Review. Sterling's research and editorial professionals will review and analyze the City's legislation and prepare a draft code that sets out all the current ordinance provisions for review by the City, based upon:

- ◆ Comparison between your municipal charter (if any) and your current legislation.
- ◆ Provisions that are conflicting, duplicated, inconsistent or obsolete.
- ◆ Vague language.
- ◆ Comparison with current California Code, and pertinent other state and federal law. All statute references now contained in the City's legislation will be corrected to current citations.
- ◆ All areas of the legislation that could pose a possible problem to the City.
- ◆ Recommendations as to areas where new legislation is needed, in addition to re-writing or drafting provisions requested by the City, for presentation to the City Attorney.

The various City officials will communicate to Sterling's research staff any concerns and problem areas that have arisen with the use of its code so that the legislation can be checked against current operations of the City.

The draft code covers the findings and recommendations of the Sterling staff and is submitted with questions and recommendations imprinted in red for easy review by the City.

D. City Indicates Changes. City officials will review Sterling's findings, questions and suggestions and provide the needed information and decisions to allow Sterling to proceed with publication of the code. Our staff will be available to you personally upon request to discuss the final changes.

E. Make Changes and Format New Code. Sterling will make all changes directed by City officials and format the code for publication in the page format, type size and style agreed to between the City and Sterling. At that time, the code will be proofread and any changes thoroughly scrutinized for complete accuracy.

The new code will contain:

- ◆ A table of contents listing the major divisions of the code including all titles, chapters, and sections.
- ◆ Divider pages separating the titles and listing the chapters.
- ◆ Pre-chapter analyses, listing all sections contained in the chapter.
- ◆ Descriptive catchlines to each section and, if applicable, subsection, of the code to enable the reader to see at a glance the context contained therein.

- ◆ Text of the legislation with no substantive changes made by Sterling other than those previously agreed to and directed by the City.
- ◆ Historical notations indicating the source and date of adoption of each enactment.
- ◆ Cross-references and statutory footnotes as required to tie related sections together and to address relevant state law.
- ◆ Any tables or appendices containing materials deemed necessary in the code; i.e. lists of special ordinances, parallel reference tables, etc.
- ◆ A comprehensive, key word index.

F. Publication of Code.

1. *Hard copy.* Sterling will publish Fifteen (15) copies of the new code using state of the art publishing procedures, high quality binders, and custom tab separators. Binders will be attractively imprinted with the City's name. Mylar reinforced tabs, printed on both sides, will be provided for the major divisions of the code.
2. *Electronic copy.* As requested by the City, the code will be provided electronically in *Folio* software. *Folio* is the leading software for legal publications, and allows Sterling to customize your code. The electronic version is compatible with any Windows based PC that is CD-ROM compatible, in addition to most networks and servers. Sterling provides full training and support.
3. *Code hosted to Internet.* If requested by the City, Sterling will also host the electronic code in *Folio* on the Internet.

G. Supplement Service. Upon passage of a new or amending ordinance, said ordinance will be sent to the Sterling who will prepare the ordinance for inclusion in the code. In the process of supplementation, the Sterling will analyze the ordinance to be sure there are no discrepancies or conflicts with current State law and other parts of the code not addressed by the new or amending legislation. Any questions will be directed immediately to the City and clarified before work on the legislation is completed. The amendments will then be inserted, all changes to the table of contents, index and pages with special tables made, and the proper number of supplement sets and updated electronic copies forwarded to the City.

**Section 6. Development of Legislation.**

In conjunction with ongoing supplementation of the code and upon request from the City, the Sterling will provide information and editorial assistance in connection with proposed code amendments and additions. The Sterling will consult with and assist the Municipal Counsel or other departments of the City in the comparison of proposed legislation with the existing code. Upon the request of the City, the Sterling will supply sample legislation to the City and its Counsel. The Sterling will also report to the City on internal inconsistencies, assist with the organization, numbering system, style and format of the proposed legislation, pre-edit major new legislation prior to adoption, and generally provide services to aid the orderly development and maintenance of a comprehensive and organized body of law.

## **Section 7. Responsibility of Sterling.**

The Sterling will be responsible for the correctness and accuracy of its work, based upon the materials and information supplied by the City, as reflected in the published code or supplements delivered to the City. Regardless of the City's acceptance of published materials when delivered, the Sterling will correct errors found either by the City or the Sterling with succeeding supplementation. The Sterling's liability for all services will extend only to the correcting of errors in the code or supplementation, not to any acts or occurrences as a result of such errors, and only so long as this contract is in effect.

## **Section 8. Responsibility of City.**

The City will be responsible for the correctness and accuracy of the information it supplies the Sterling, for providing the Sterling with timely decisions and answers to questions and problems raised by the Sterling, for the inclusion of sufficient funds in the municipal budget to pay the Sterling for services, and for the prompt payment of invoices as provided herein. In order for the Sterling to adhere to production schedules and meet delivery deadlines, it is necessary for the City to communicate with and provide information to the Sterling without delay. In this regard, time is of the essence, and it is the responsibility of the City to complete its work herein so as to avoid delay of the Sterling's work and the imposition of additional charges, as determined under the supplement service costs in effect. The City will be responsible for any additional labor, materials or overhead costs incurred by the Sterling as a result of the City's delay in performing its obligations.

## **Section 9. Municipal Counsel.**

In conjunction with the services rendered by the Sterling and the work of the City and Sterling required under this contract, any and all questions requiring legal advice or opinions, analysis of legislation for legal sufficiency, interpretation of cases or statutes, etc. will be directed by the City and the Sterling to the Municipal Counsel. Likewise, any and all information in the possession of the Sterling, including opinions, advice and recommendations reflecting the knowledge and experience of the Sterling, will be made available to the Municipal Counsel upon request.

## **Section 10. Performance Schedules.**

- A. Copies of legislation. The City has already provided the Sterling with copies of the materials required to review and re-publish the code.
- B. Scan and proof code. The Sterling will scan and proof the existing code to disk within 60 days of receiving a signed contract.
- C. Legal review and draft code. The Sterling will produce a draft code workbook based on its research and editing within six (6) months of completing the scan and proofing process.
- D. City Memorandum to indicate changes. City officials will indicate to the Sterling, with proper notations and authorizations on the draft code, all changes it desires to be made to its legislation within two (2) months from receipt of the draft code. In the event the Memorandum of changes is not submitted back to the Sterling within two (2) months,

and in order to meet the publication schedule set forth herein, the Sterling may elect to schedule a teleconference with the City to review the draft code at additional expense to the City.

E. Delivery of code. Hard copies of the code will be delivered to the City within three (3) months after the date of receipt by the Sterling of all changes desired by the City. The *Folio* electronic version will follow 30 days after delivery of the hard copy. In addition to the supplement service, the Sterling will forward updated CDs with each supplement.

F. Production Deadlines. Being highly specialized and complex in nature, the methods and procedures of codification and the publication of a code necessitate the fixing of certain deadlines for the commencement of the composition and duplication portions of the work. Any readjustment of such deadline dates results in inevitable and substantial cost increases for the Sterling. Therefore, the City agrees to provide the Sterling with timely decisions, approvals, answers and other actions and materials as are required by the Sterling to meet schedules and deadlines.

### **Section 11. Shipping and Handling.**

The Sterling will deliver the code, supplementation and other services via USPS, UPS, motor freight, airfreight or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by the Sterling and added to the invoice/voucher for services to be paid by the City.

### **Section 12. Cost and Payment Procedures.**

#### **A. Legal Review and Republication**

Scan and proof to disk	\$1,000
Legal review and changes	\$4,200
Reprint 15 code books at \$100 each	\$1,500
<i>Folio</i> electronic software and site license Includes technical support and training	\$2,500
Code hosted on the Internet, annual fee	\$720 (Optional)

#### **B. Ongoing Supplement Service**

Hard copy, per page:	\$18.50
Electronic update, per supplement	\$50.00

C. **Shipping.** Shipping and handling charges are prepaid by the Sterling and invoiced to the City.

#### D. Payment Procedures.

1. Legal Review, Publication, and Folio. The following payment schedule will be adhered to for the total of \$9,200 for legal review, republication, and *Folio*. Internet fees, if contracted, are additional.

\$3,000	Upon signing of contract
\$3,000	Upon delivery of draft code
Balance due	Upon invoice following delivery of bound and electronic codes

2. Supplementation and Related Services. Costs will be paid by the City upon receipt of services and an invoice/voucher from the Sterling.

3. Terms of Payment. All payments will be made in full upon receipt of an invoice/voucher from the Sterling.

#### Section 13. Additional Services.

At the request of the City, the Sterling will perform any of the following services, at an additional cost:

A. Pamphlets. The preparation of pamphlets containing portions of the code as published, such as the zoning title, will be billed at the Sterling's prevailing rates.

B. Additional volumes of the code. The preparation of additional volumes of the code, beyond the quantity contracted herein, may be ordered at any time at the Sterling's prevailing rates.

C. Variations from standard methods and procedures. Variations from the Sterling's standard methods and procedures desired by the City, including systemization and stylization, must be requested in writing specifying the exact nature of the desired variations. If possible, such variations will be adapted by the Sterling, and any additional charges for such variations, where deemed applicable by the Sterling and approved by the City, will be paid by the City.

D. Binders. Changes involving cover material, seals, metals, colors or multiple colors, or other changes from the Sterling's standard binder can be made available at the City's request and at extra expense to the City, with such costs not to exceed the extra expense of the Sterling.

#### Section 14. Term of Contract.

This contract will be in effect until revoked in writing by either party. The party so desiring to terminate this contract will give the other party sixty (60) days written notice of such termination.

**STERLING HEREBY CERTIFIES** that there is no intermediary involved between the parties and that there are no state or federal taxes included in any of the above charges.

THIS CONTRACT COMPRISES the entire contract between the Sterling and the City regarding the Sterling's services for the effective period of this contract.

IN WITNESS WHEREOF, the Sterling and authorized officials of the City have hereby set their official signatures, at which time this contract shall take force and effect.

THIS CONTRACT IS HEREBY EXECUTED by the City of Reedley, California, by its proper officers, this 17th day of August, 1999.



Stephen L. Hollister

City Manager

Attest: Elizabeth Vines  
Elizabeth Vines  
Title: City Clerk

THIS CONTRACT IS APPROVED AND EXECUTED by the officers of Sterling Codifiers, Inc. this 5<sup>th</sup> day of Aug., 1999.

STERLING CODIFIERS, INC.



President