

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**WITH QUALITY CODE PUBLISHING, LLC FOR CODIFICATION SERVICES**

This Agreement is made this 28<sup>th</sup> day of October, 2005, between the City of Santa Rosa, a charter city ("CITY"), and Quality Code Publishing LLC ("CONTRACTOR") a Washington Limited Liability Corporation.

**RECITALS**

- A. CITY desires to have the City's Code of Ordinances supplemented, reviewed and hosted on the internet;
- B. CITY desires to retain a qualified firm to conduct code supplements, republication and replacement of Title 20 Zoning Code; electronic publishing and internet services; indexing; and legal analysis and code reviews and related services as described in accordance with the Scope of Service contained in the attached Request for Proposals entitled "Professional Services Proposal for Republication & On-going Supplement Service for the City of Santa Rosa, California, dated June 15, 2005 attached hereto as Exhibit A & B and incorporated herein by reference.
- C. CONTRACTOR represents to CITY that it is a firm composed of highly trained professionals and is fully qualified to conduct all codification services and render advice to CITY in connection with said services and further warrants that the code will contain all of the currently effective ordinances provided to CONTRACTOR by the City as revised and amended according to instructions from the City's Representative.
- D. The parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services and have reduced such terms to writing.

**AGREEMENT**

NOW, THEREFORE, CITY and CONTRACTOR agree:

1. **SCOPE OF SERVICE**

CONTRACTOR shall provide CITY with the following services:

**A. SUPPLEMENT SERVICES.** CONTRACTOR will provide ongoing updates for the City, on a regular schedule, as directed by the City. Ordinances will be forwarded to CONTRACTOR as they are adopted. Prior to beginning a regularly scheduled supplement, CONTRACTOR will contact the City to confirm that CONTRACTOR has received all the necessary ordinances. CONTRACTOR's editors will prepare each supplement by completing the following steps:

**A.1. Editing.** CONTRACTOR will organize the new ordinances by subject and will insert all amendments into their proper places in the code text. Provisions that have been repealed shall be deleted from the code text. New ordinances shall be codified to match the style of the code. Any conflicts, inconsistencies, duplications or discrepancies created by the new material shall immediately be brought to the attention of the City.

**A.2. Proofreading.** The revised pages will be proofread against the applicable ordinance to insure accuracy of content. CONTRACTOR is responsible for the typographical correctness of the supplemented material. Any errors attributable to CONTRACTOR will be corrected at no charge to the City. CONTRACTOR will correct the error and ship the replacement pages to the City within five (5) working days of notification of the error, unless the City requests the errors be corrected, at no charge, in the next regularly scheduled supplement.

A.3. **Update Related Parts.** All history notes (annotations), tables, cross-references and index entries will be updated to reflect the new material.

A.4. **Publish Supplement Pages.** The revised pages will be typeset to match the style and format of the code and printed on 20 lb. white bond (or equivalent) matching the existing code stock. The supplement will be printed in the quantity specified by the City.

A.5. **Insertion Guide.** Each supplement will include a page with instructions for inserting the new pages and removing obsolete ones.

A.6. **Electronic Copy of Code on CD-ROM.** CONTRACTOR will provide the City with one copy of the revised code on CD-ROM in MS WORD after each supplement. RTF files shall also be provided upon request.

A.7. **Frequency.** The City may choose to supplement the code quarterly, semi-annually, annually, or on an "as-needed" basis. The City may change the supplement interval at any time. Frequency of supplementation shall not affect the supplement rate.

**B. REPUBLICATION & REPLACEMENT OF TITLE 20 ZONING.** The newly re-adopted Title 20 Zoning Code will be edited and reformatted into the City Code as follows.

B.1. **Stock.** The code will be printed on 20 lb. white bond paper or equivalent, printed on both sides of each sheet of paper. (Note: a page is one side of a sheet of paper.)

B.2. **Page Format.** The page style will be consistent with the format chosen by the City: 8½ x 11 inches, one-column. (sample pages attached).

B.3. **Printing.** The supplement will be printed in the quantity specified by the City.

Additional copies of the entire code, or portions thereof, may be ordered by the City as they are needed.

B.4. **Editorial Review.** The newly adopted Title 20 Zoning will be reviewed by the Contractor for consistency and integrated into the Code. All cross-references to the zoning title will be checked for validity, including any existing cross-references to the zoning title that appear in Titles 1 through 16. The tables of contents and index will be updated to reflect all changes to the code.

B.5. **Index.** CONTRACTOR's experienced legal indexers will create and add new entries to the main code index, referencing each section of Title 20 Zoning. This involves reading each code section for subject matter, creating an index entry or entries for that section and adding appropriate cross references. All index entries will include a section, chapter or title number to make the index more efficient when searching for a topic and also to ensure accurate updating during the supplement process. The index will also include common synonyms and other descriptive terms provided by the City or developed by our own indexers. For example, an entry for "garbage" would include cross references under trash, refuse, litter, junk, etc. By providing a section/chapter/title number for each entry

it will be easier to find entries that are changed as a result of an ordinance amending, repealing or adding new material.

B.6. **Proofreading.** CONTRACTOR will proofread the entire code for accuracy. CONTRACTOR is responsible for the typographical correctness of the code. Any errors attributable to CONTRACTOR will be corrected at no charge to the City.

C. **ELECTRONIC PUBLISHING & INTERNET SERVICES.** CONTRACTOR will create a searchable Internet database for posting on CONTRACTOR's website with a link to the City's site. As the code is updated, Contractor will post the changes to the code on the Internet at the same time that Contractor sends the printed supplements. CONTRACTOR's online codes shall provide a full-text search engine utilizing advanced Boolean operators, wildcards, exact-phrase searching, and allow control over how results are ranked. Search results shall be displayed by code section, and search results shall feature search-term highlighting. A simplified user interface shall also be also provided to allow the less-advanced user to easily create and combine "and", "or", and phrase search expressions. The on-line service shall provide the user with the option of viewing and printing the code by either chapter or section. No license shall be required for the browse and search options.

C.1. **CODEALERT – Code Updating Service.** CodeAlert is an on-demand updating service that is designed to work in conjunction with the Internet copy of the City's Code. CodeAlert notifies the code user that a code section has been amended and provides a list of ordinances that have been passed, but not yet incorporated into the code. Sections of the code that have been affected by an adopted ordinance will

contain a warning at the beginning of the section with a link to both the ordinance and the CodeAlert page. This service assures the viewer the most accurate, up-to-date version of the code. CONTRACTOR shall provide this service as described.

**C.2 Code on CD-ROM.** CONTRACTOR shall provide to City an electronic copy of the code on CD-ROM as a Microsoft Word file as well as in a non-proprietary format such as PDF or HTML which shall include software for search and retrieval of the code of ordinances. As the code is updated, an updated CD will be delivered by the Contractor the to City along with the printed supplements. Additionally, the CD will include a PDF of the loose-leaf supplement which will allow the City to reprint pages as necessary.

The above services and activities are described with particularity in the CITY'S Request for Proposals dated May 5, 2005, attached as Exhibit A which is incorporated by reference as though fully set forth, and in accordance with the provisions of this Agreement. In case of any conflict between the terms of these documents, the terms of this Agreement shall control and prevail.

## **2. COMPENSATION**

a. As compensation for all services of CONTRACTOR in performance of this Agreement, CITY shall pay CONTRACTOR as follows:

### **A. SUPPLEMENT SERVICES.**

Supplement charge per page (100 copies) .....\$20.00

### **B. REPUBLICATION & REPLACEMENT OF TITLE 20 ZONING.<sup>1</sup>**

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<sup>1</sup>Pricing for future supplement to Title 20 Zoning will be charged as set out in 4. Supplement Service.

One-column page style, per page (100 copies).....	\$18.00
Electronic copy of the code after each supplement on CD-ROM in MS WORD .....	N/C
<b>C. ELECTRONIC PUBLISHING SERVICES.</b>	
Initial data conversion.....	N/C
Database updating, per supplement (up to 50 pages).....	\$75.00
Additional cost per page, if any, over 50 pages.....	\$1.00
One copy of the Code on CD-ROM.....	\$25.00 <sup>2</sup>
<b>D. INTERNET SERVICES.</b>	
One-time Set-up Fee.....	\$75.00
Monthly Storage and Maintenance Fee.....	\$40.00
<b>E. CODEALERT</b>	
Monthly updating.....	\$25.00
Charge per ordinance .....	\$30.00
<b>F. BINDERS customized, D-Ring or 3-Ring (OPTIONAL).</b>	
[ ] 100 Binders @ \$16.00 each .....	\$1,600.00
[ ] 50 Binders @ \$18.00 each .....	\$900.00
[ ] 25 Binders @ \$22.00 each .....	\$550.00
<b>G. TABBED DIVIDER PAGES (OPTIONAL).</b>	
[ ] 100 Sets.....	\$525.00
[ ] 50 Sets.....	\$400.00
[ ] 25 Sets .....	\$350.00
<b>H. CODE LEGAL ANALYSIS (OPTIONAL) (Flat Fee).....</b>	<b>\$2,900.00</b>

<sup>2</sup>Price assumes the City also subscribes to contractor's Internet Services.

See Exhibit B for description of service.

I. Shipping and handling will be prepaid by CONTRACTOR and invoiced to the City upon delivery.

J. If a sales tax is applicable to this work, the amount of such tax will be added to the costs quoted in this contract.

K. Payment Schedule: Balance due upon delivery of products and services to the City.

Balances which remain unpaid more than 45 days after delivery are subject to a late charge of one and a half percent (1.5%) per month.

a. Payments prescribed herein shall constitute all compensation to CONTRACTOR for all costs of service, including, but not limited to, direct costs of labor of employees engaged by CONTRACTOR, travel expenses, telephone charges, typing duplication, computer time, and any and all other costs, expenses and charges of CONTRACTOR, its agents and employees.

b. Total maximum compensation to be paid for the satisfactory accomplishment and completion of tasks set forth above shall in no event exceed the sum of fifty thousand dollars (\$50,000) per year. The City Director of Administrative Services is authorized to pay all proper claims from Account Number 0210-3216.

3. **DOCUMENTATION: RETENTION OF MATERIALS**

a. CONTRACTOR shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than a flat rate and shall make such documents and records available to authorized representatives of CITY for inspection at any reasonable time.



b. CONTRACTOR shall maintain the records and any other records related to the performance of this Agreement, and shall allow CITY access to such records, for a period of four (4) years.

4. **INDEMNITY/LIABILITY**

a. CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the CITY, its officers, agents, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the CITY, but excluding liability due to the active negligence or willful misconduct of the CITY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

b. CONTRACTOR shall be liable to CITY for any loss of or damage to CITY arising from CONTRACTOR's negligence or willful misconduct.

5. **INSURANCE**

a. **Commercial General Liability Insurance**

CONTRACTOR shall, during the continuance of this Agreement and at no expense to CITY, maintain commercial general liability insurance, including products liability and completed operations, and contractual liability coverage, in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, on account of bodily or personal injuries, including death, or

on account of property damage, arising from, or caused, directly or indirectly, by the performance of this Agreement. This insurance shall be a per occurrence policy. Under this commercial general liability insurance, CITY, its officers, agents and employees shall be named as additional insureds by endorsement and as to such additional insureds, this insurance shall be primary and the policies shall contain by endorsement a cross liability clause.

b. Workers' Compensation Insurance

CONTRACTOR shall, during the continuance of this Agreement and at no expense to CITY, maintain workers' compensation insurance, as required by law, for all CONTRACTOR'S officers, agents, and employees.

c. Professional Liability Insurance

CONTRACTOR shall, during the term of this Agreement and at no expense to CITY, maintain professional liability insurance (errors and omissions) in an amount not less than \$1,000,000 for any damages which may arise, directly or indirectly, out of any errors and omissions committed by CONTRACTOR in its performance of this Agreement.

d. Business Automobile Insurance

CONTRACTOR represents that it shall, during the continuance of this Agreement and at no expense to CITY, maintain automobile liability insurance as required by law.

e. Deductible/Self-Insurance Retention

Any deductible or self-insurance retention shall be certified on a certificate of insurance and approved by CITY. CITY may require, at its option, CONTRACTOR to either (1) reduce or eliminate such deductible or self-insurance retention as it applies to CITY, its

officers, agents and employees, or (2) procure a bond guaranteeing payment of losses and all costs associated with investigation, administration and defense of claims and/or lawsuits. The bond shall be in a form acceptable to the City Attorney and in an amount acceptable to CITY's Risk Manager.

f. Certificates

The insurance required by Paragraphs a, b, and c above shall be evidenced by certificate or certificates submitted to CITY which shall be executed by the insurance company or companies involved and which shall state that this insurance may not be terminated without 30 days prior written notice being received by CITY. The certificate(s) shall be submitted to CITY before or at the time CONTRACTOR executes this Agreement.

NOTE: This cancellation language deviates from the standard Certificate of Insurance Acord form and should be brought to the attention of the CONTRACTOR and his/her insurance agency. The phrases "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be omitted. FAILURE TO COMPLY WITH THIS LANGUAGE WILL CAUSE A DELAY IN THE AGREEMENT OR PAYMENTS.

CONTRACTOR shall file certificates of insurance, which shall certify the TOTAL LIMITS of coverage in effect. If such limits are higher than the limits required by the CITY, the higher limits shall be certified and shall apply to the coverage afforded the CITY.

6. ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement to a third party without the express written consent of CITY. CONTRACTOR agrees that prior to

contracting for or otherwise engaging Contractors for use or assistance in performance under this Agreement, the names shall be submitted to and approved by CITY.

**7. TERMINATION**

a. This Agreement may be terminated by either party by canceling in writing at least 60 days prior to the editorial cutoff date for any regularly scheduled supplement.

b. Upon such termination, CONTRACTOR shall submit to CITY an itemized statement of services performed to the date of termination in accordance with Section 2 of this Agreement. Said services may include both completed work and work in progress at the time of termination. CITY shall pay CONTRACTOR for any such work for which compensation has not previously been made by CITY. CITY may require CONTRACTOR to complete the incomplete documents and CONTRACTOR shall deliver to CITY all documents in its possession. All documents shall be the property of CITY without additional compensation to CONTRACTOR.

**8. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

**CITY:**

**Sue Stoneman, City Clerk  
City of Santa Rosa  
P.O. Box 1678  
Santa Rosa, CA 95402**

**CONTRACTOR:**

**Nancy Helmer, President  
Quality Code Publishing LLC  
2100 Westlake Avenue N. Suite  
106  
Seattle, WA 98109**

707-543-3015

206-216-9500

800-328-4348

9. **INDEPENDENT CONTRACTOR**

The parties intend that CONTRACTOR, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with CITY. CONTRACTOR shall not be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

10. **ADDITIONAL SERVICES**

If CITY makes a decision to change the scope of work, as delineated above, all such changes shall be by written amendment to this Agreement.

11. **SUCCESSORS AND ASSIGNS**

CITY and CONTRACTOR each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. **ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the parties.

13. **MODIFICATION**

This Agreement shall not be modified except in writing executed by all parties.

14. **TIME OF PERFORMANCE**

CONTRACTOR shall begin work on this project upon receipt of a written notice

to proceed from CITY and shall work diligently and continuously to provide all the required services and activities described herein. CONTRACTOR shall complete all the required services and tasks in the time frames specified from the date of execution of the contract:

Initial Supplement .....4 weeks  
Republication of Title 20 Zoning.....2 months  
Initial Database conversion & posting to Internet after supplement ..... 10 days  
On-going Supplement Turnaround Time (from cutoff date) ..... 30-45 days  
Electronic (Internet & CD) Update (after Supplement ship date)..... 3-5 days  
CodeAlert – posting new ordinances to Internet (from date received) ..... 10 days

**15. SIGNATURES REQUIRED FOR CORPORATIONS**

If this agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR

By Nancy L. Helmer  
Name Nancy L. Helmer  
Title President

Taxpayer ID  
# 32-0128395

CITY OF SANTA ROSA  
A Charter City

By [Signature] 10/26/05  
Title Dep. City Mgr

ATTEST \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
City Attorney

Social Security #

[Not required for corporation]

By

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

[Delete these last 3 lines if not a corporation]

Cecilia L. Jones

## **EXHIBIT B**

### **PROFESSIONAL SERVICES PROPOSAL**

#### **LEGAL ANALYSIS AND CODE REVIEW (OPTIONAL)**

Quality Code Publishing, hereinafter "QCP," hereby agrees to review the current code and subsequent ordinances of the City of Santa Rosa, CA, according to the following terms and conditions:

#### **SCOPE OF SERVICES**

##### **1. PREPARE A COMPREHENSIVE CODE ANALYSIS AND REVIEW.**

- 1.1. **Materials.** QCP's attorneys will carefully organize and review the City's materials, including: the City's Charter, if any; all existing ordinances of a general and permanent nature or which impose a fine, penalty or forfeiture; and the City's current code. The City will provide a legible copies of all materials necessary for the review.
- 1.2. **Charter Comparison.** If applicable, the code and ordinances will be compared against the Charter and Charter amendments, if any, to identify conflicts or discrepancies between provisions.
- 1.3. **Statutory and Case Law Comparison.** Every ordinance and code provision will be compared against state statutes and current federal and state case laws to identify conflicts, inconsistencies, preemptions and other potential problems.
- 1.4. **Internal Comparison.** The code and ordinances will be examined for internal discrepancies such as outdated fees, vague or awkward language, inaccuracies, duplications and conflicts with other ordinances.
- 1.5. **Report.** The results of the above will be presented to the City in a written report for review at the convenience of the City's representatives. Where conflicts, problems or inconsistencies are noted, QCP's attorneys will include relevant statutory or case citations, plus specific recommendations for corrective measures. The City Attorney will review the report in preparation for a conference with QCP's representative.
- 1.6. **Production Schedule.** The final report will be delivered to the City three (3) months after authorization to proceed has been received from the City.