

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date: August 15, 2017**

☒ Consent      ☐ Regular  
☐ Public Hearing

Department

**Submitted By: COUNTY ATTORNEY**

**Submitted For:**

## **I. EXECUTIVE BRIEF**

**Motion and Title:** **Staff recommends motion to receive and file:** A contract with Municipal Code Corporation (MCC) to provide ordinance codification and looseleaf supplement services to the County.

**Summary:** MCC was selected, as a result of a request for submittal process, to provide the County with ordinance codification and looseleaf supplement services for a three year term. The attached fully executed contract with MCC should now be received and filed in the Minutes Department. The Contract is for a three year term, with two one year renewals at the County's option. The Contract has a not to exceed amount of \$44,991. The Contract has been executed by MCC and by the County's Purchasing Director as within the Purchasing Director's signature authority. Countywide (PFK)

**Background and Justification:** The new contract for ordinance codification and looseleaf supplement services with MCC is being presented as a “receive and file” for acceptance into the official records of the Board.

**Attachments:**

1. Contract with Municipal Code Corporation.

**Recommended by:**

County Attorney

Date \_\_\_\_\_

**Approved by:**

N/A

Date \_\_\_\_\_

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<del>\$</del> <u>-0-</u>	_____	_____	_____	_____

# ADDITIONAL FTE  
POSITIONS (Cumulative)\_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund 0001 Department 760 Unit 7601 Object 5401

Reporting Category\_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: \_\_\_\_\_

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

~~\* Fiscal Impact is indeterminable at this time.~~  
[Signature] 7/21/17  
7/21/17 OFMB ET 7/21  
[Signature] 7/25/17  
Contract Development and Control  
7/25/17 [Signature]

B. Legal Sufficiency:

[Signature] 7/19/17  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**CONTRACT FOR  
ORDINANCE CODIFICATION AND LOOSELEAF SUPPLEMENT  
SERVICE**

This Contract is made as of this 2<sup>nd</sup> day of August, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Municipal Code Corporation, a Florida Corporation, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 59-0649026.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide ordinance codification and looseleaf supplement services to the COUNTY as more specifically set forth in the Scope of Work/Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Paul King, Assistant County Attorney, telephone no. (561) 355-2734 or designee.

The CONTRACTOR'S representative/liaison during the performance of this Contract shall be Steffanie Rasmussen, Assistant Vice President of Sales, telephone no. (800) 262-2633 x1148 or email [steff@municode.com](mailto:steff@municode.com).

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on August 2, 2017 and complete all services by August 1, 2020.

Reports and other items shall be delivered and/or completed in accordance with the detailed schedule set forth in Exhibit "A".

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Forty Five Thousand Dollars (\$45,000.00). The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a quarterly basis, or as otherwise set forth in Exhibit "B", Pricing for services rendered toward the completion of the Scope of Work/Services.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This shall constitute CONTRACTOR'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Any other charges not properly included on this final invoice are waived by the CONTRACTOR.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

## **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONTRACTOR shall provide the COUNTY with a copy of the CONTRACTOR's contract with any SBE subcontractor or any other related documentation upon request.

The CONTRACTOR understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be



submitted to the COUNTY’s representative and to the Office of Small Business Assistance.

The CONTRACTOR shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

**ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 10 - INSURANCE**

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY’S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.
- B. **Commercial General Liability** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County’s Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
- C. **Worker’s Compensation Insurance & Employers Liability** CONTRACTOR shall maintain Worker’s Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.
- D. **Professional Liability** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the

right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.

**Additional Insured** CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

- E. **Waiver of Subrogation** CONTRACTOR hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance** Prior to execution of this Contract, CONTRACTOR shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Paul King, Assistant County Attorney  
301 N. Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

- G. **Umbrella or Excess Liability** If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess

Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- H. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR. This Indemnity Article shall not apply to any claim, liability, expense, lost, cost or damages resulting from a third party's interpretation of language or images contained in the Code, as published in print or electronically.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.



The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports

and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 19 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the

activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CONTRACTOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONTRACTOR does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONTRACTOR will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTORS who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work/Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S

notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Paul King, Assistant County Attorney  
Palm Beach County Attorney's Office 301  
North Olive Ave., Ste. 601  
West Palm Beach, Florida 33401

If sent to the CONTRACTOR, notices shall be addressed to:

W. Eric Grant, President  
Municipal Code Corporation  
1700 Capital Circle, S.W.  
Tallahassee, FL 32310

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If CONTRACTOR'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal

history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

## **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

## **ARTICLE 30 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**


*Remainder of page intentionally left blank.*



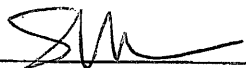
IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS BY  
KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

WITNESSES  
  
Signature

TRACY TABB  
Name (type or print) BY:

  
Signature

Stephanie Rasmussen  
Name (type or print)

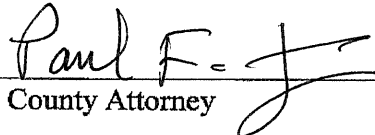
CONSULTANT:  
MUNICIPAL CODE CORPORATION  
Company Name

  
Signature

W. Eric Grant  
Typed Name

PRESIDENT  
Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By   
County Attorney

*Remainder of page intentionally left blank.*

1. CONTRACTOR shall keep an inventory of Codes and supplements, to be stored by CONTRACTOR, at no cost to the COUNTY. The amount of inventory will be determined by the COUNTY, after consultation with CONTRACTOR.

2. CONTRACTOR shall mail copies of the Code and supplements directly to the County Attorney's Office for internal distribution.

3. CONTRACTOR shall handle all sales and distribution of the Code and supplements to external subscribers.

4. CONTRACTOR shall prepare and print order forms that may be mailed to all potential subscribers of the Code.

5. CONTRACTOR shall mail copies of the Code and future supplements to external subscribers. Charges for shipping and handling of the Code to external subscribers shall be charged as an extra to these subscribers.

6. CONTRACTOR shall bill external subscribers on an annual basis and provide a list of all external subscribers to the County Attorney's Office.

7. CONTRACTOR shall store all undistributed copies of the Code and future supplements. All risk of loss or damage to the Codes or supplements shall be assumed by CONTRACTOR.

D. Invoices and Billing Reports

1. CONTRACTOR shall prepare quarterly invoice(s) and send to the County Attorney's Office no later than the 1<sup>st</sup> day of January, April, July and October of each year detailing per page charges, total number of Codes and supplements being printed and sent.

COUNTY'S RESPONSIBILITIES:

The COUNTY shall perform the following tasks:

1. Send ordinances to CONTRACTOR in electronic format ([ords@mail.municode.com](mailto:ords@mail.municode.com)) or hard copy.

2. Review e-mail acknowledgment by CONTRACTOR of receipt of ordinances from COUNTY.

3. Review proofs of supplements and notify CONTRACTOR of any changes.

**SCOPE OF WORK/SERVICES**

CONTRACTOR'S RESPONSIBILITIES:

The CONTRACTOR shall perform the following tasks:

A. Editorial Work on Code and Supplements

1. Edit all ordinances for punctuation, grammar and style without changing the substance of any existing ordinance.
2. Number pages of the Code; prepare and maintain a complete and comprehensive table of contents, index, instruction sheet, up-to-date checklist, graphics, tables, historical notes identifying the sources from which each section is derived, cross-references and footnotes to tie together related sections, and a comparative table to track changes to the Code as they are made.
3. Continue codification of the Code in a similar manner and style (formatting) as currently exists.
4. Prepare Code supplements, provide drafts to the COUNTY for proofing and approval by the County Attorney's Office at least 30 days prior to publishing code supplements.

B. Printing and Publishing Code and Supplements

1. Print the Code in final form, bind in mechanical looseleaf binders, and print future supplements as required by the COUNTY.
2. The Code shall be printed on 3-hole punched 50 lb. premium multi-purpose paper. The Code shall be bound in durable, expandable, red, leatherette binders with gold stamping. The County seal shall be added to the front and spine of the binders. Card stock dividers, with mylar tabs, shall be used to separate sections of the code.
3. Upon receipt from COUNTY after final enactment, update the Code by publishing the supplements containing newly enacted COUNTY ordinances of a general and permanent nature.
4. Furnish the Code on CONTRACTOR'S website, which shall be accessible to the public at no charge. The website shall include a search engine. The Code shall be updated through the most recently published supplement.

C. Code and Supplement Distribution

**EXHIBIT "B"**  
**APPENDIX A**  
**PRICE SUBMITTAL PAGES**  
**RFS NO. 17-001**

**Page 1 of 4**

The following price is submitted as the all inclusive price to provide the COUNTY with ordinance codification and loose leaf supplement services in accordance with the Requirements/Scope of Work/Services set forth in this RFS document.

The CONTRACTOR certifies by signature below that this pricing is current, accurate, complete, and is presented as the Total Price for the three (3) year initial term, including all applicable overhead costs (i.e. warehousing, reports, shipping and handling, etc.) for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFS.

Upon award, the CONTRACTOR shall use the pricing stated under the Fixed Price column for the amount the COUNTY will be charged for each item. These rates shall remain fixed for the term of the Contract.

**Note: \*The Grand Total Three (3) Year Price as listed below shall be used for evaluation purposes only. Estimated Quantity/Year figures are estimates and are to be used for evaluation purposes only.**

**RENEWAL OPTION:**

The successful CONTRACTOR shall be awarded a contract for three (3) years with the option to renew for two (2) additional twelve (12) month periods. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

**A. Web Service Price**

Service	Unit	Fixed Price		Total Price
Annual fee for Web Service/Internet Access (includes all updates)	1	\$ 550	X 3 years	\$1,650
One-Time Setup Fee (Convert existing Code from RTF to format for website) with download to Word capability	1	\$ 0		\$ 0
Annual fee for Multi-Code/Multi-State search capabilities.	1	\$ 0	X 3 years	\$ 0

EXHIBIT "B"  
APPENDIX A  
PRICE SUBMITTAL PAGES  
RFS NO. 17-001

Page 2 of 4

B. Printing and Publishing <sup>1</sup>

Note: The fixed unit price shall include the cost of each item to Contractor, plus all applicable overhead costs (i.e. warehousing, reports, etc.) and Contractor's profit. Prices shall remain firm for the initial three (3) year period.

\*Estimated Quantity/Year figures are estimates and are provided for evaluation purposes only.

SERVICE	FIXED PRICE	UNIT	*ESTIMATED QUANTITY/ YEAR		TOTAL PRICE
**Supplement Codification 8-1/2" X 11" pages	\$ 19.95	Per Printed Page	700	X 3 years	\$ 41,895
Complete copy of the Code, binders and tabs (Internal subscriber price)	\$ 151	Each	2	X 3 years	\$ 906
Set of Binders and dividers with tabs (preferably red binder) (Internal subscriber price)	\$ 90	Each set	2	X 3 years	\$ 540
Total Printing and Publishing Price					\$ 43,341

\*\* To include 42 copies per supplement

Total Web Service Price (Section A)	\$ 1,650
Total Printing and Publishing Price (Section B)	\$ 43,341
*Grand Total Three (3) Year Price (Sections A & B)	\$ 44,991

<sup>1</sup> Pricing for optional republication/reflow of code provided on Additional Services Pricing page.

EXHIBIT "B"  
APPENDIX A  
PRICE SUBMITTAL PAGES  
RFS NO. 17-001

Page 3 of 4

C. Shipping:

SERVICE	PRICE	UNIT		*ESTIMATED QUANTITY/YEAR		TOTAL PRICE
Internal Subscriber Postage (Charged to COUNTY for supplements mailed to COUNTY Attorney's Office)	Not to exceed direct cost of freight	Per set of Supplements	x	Up to 4	X 3 years	Direct cost
	Not to exceed direct cost of freight	OR Complete copy of Code	x	Up to 5	X 3 years	Direct cost
OrdBank	Not to exceed annual flat fee	\$750 <sup>1</sup>		1	X 3 years	\$2,250
The COUNTY shall pay to CONTRACTOR the price proposed on each line item.						
The CONTRACTOR certifies by signature below the following:						

<sup>1</sup> This is a price reduction from \$950 annually.



**EXHIBIT "B"**  
**APPENDIX A**  
**PRICE SUBMITTAL PAGES**  
**RFS NO. 17-001**

**Page 4 of 4**

a. This price is current, accurate, complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFS.

b. The Submittal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Submittal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

c. This Submittal is current, accurate, complete, and is presented to the COUNTY for the performance of this contract in accordance with all the requirements as stated in this Request for Submittal.

d. The financial stability to fully perform the terms and conditions is as specified herein. The COUNTY reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the COUNTY.

**IMPORTANT: FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.**

NAME (PRINT): H.E. Rick Grant

TITLE: Executive Vice President

COMPANY: Municipal Code Corporation

ADDRESS: 1700 Capital Circle SW, Tallahassee, FL 32310

TELEPHONE NO. 800-262-2633

SIGNATURE: [Signature]

Please affix corporate seal or have proposal notarized.

[Signature]  
Notary

Nov 8, 2018  
(Notary Expiration & Seal)

Date: 6/13/17

OR:

(Corporation seal)

