



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>* NET FISCAL IMPACT</b>	<b>-0-</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

Budget Account No.: Fund  0001  Department  760  Unit \_\_\_\_\_

Object  7601  Reporting Category  5401

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

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

\* Fiscal impact is indeterminable at this time.

Lisa M. ... 5/18/22   
OFMB

5/17/22

... 5/26/22   
Contract Dev. and Control  
 5-26-22 TW

**B. Legal Sufficiency:**

... 5/19/22   
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 effective as of August 1, 2022, 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 **Municode, LLC**, a Florida limited liability company wholly owned subsidiary of CivicPlus, LLC, herein referred to as the CONTRACTOR, authorized to do business in the State of Florida, 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 detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be David C. Behar, Esq., Assistant County Attorney, telephone no. (561) 355-3375, or designee.

The CONTRACTOR'S representative/liaison during the performance of this Contract shall be Steffanie Rasmussen, Vice President of Client Services, 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 1, 2022 and complete all services by September 30, 2025, unless terminated earlier per the terms of this Contract. This Contract may be renewed for one (1) additional two (2) year term at the County's option.

Reports and other items shall be delivered 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 Fifty Thousand Dollars (\$50,000.00). 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 as provided in Exhibit "B," attached and incorporated herein by reference.
- 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 Palm Beach

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.

**ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY 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 cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days 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, except as otherwise directed by the COUNTY, in writing, 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 herein under 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.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate to 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**

The CONTRACTOR shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. 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. CONTRACTOR agrees to notify the COUNTY at least thirty (30) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. Professional Liability: CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. 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 warrants the Retroactive Date equals or precedes the effective date of this Contract. 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 term of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. 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.
- D. Waiver of Subrogation: Except where prohibited by law, CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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, then CONTRACTOR shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- E. Certificates of Insurance: On execution of this contract, renewal, within thirty (30) days of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:
- Palm Beach County Board of County Commissioners
- And may be addressed:
- c/o David C. Behar, Esq., Assistant County Attorney  
301 N. Olive Avenue, 6th Floor  
West Palm Beach, FL 33401
- F. Right to Revise or Reject: 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, coverage, or endorsements.

**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.

**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. Notwithstanding the foregoing, at any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, LLC upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.

**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 known 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.

Notwithstanding the foregoing, CONTRACTOR will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of COUNTY.

#### **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 employed by CONTRACTOR 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 five (5) 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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all applicable laws prohibiting discrimination. Pursuant to Palm Beach County Resolution

R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

**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 request changes in Scope of Work, 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:

David C. Behar, Esq., Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

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

W. Eric Grant, President  
Municode LLC  
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**

The CONTRACTOR, CONTRACTOR’S employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

**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 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if

CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 31 - 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.**

#### **ARTICLE 32 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

#### **ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.


COUNTY shall terminate this CONTRACT if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the

subcontractor. If COUNTY terminates this CONTRACT pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**(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 as of the day and year above written.

**PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS BY  
DIRECTOR OF PURCHASING**



(name: Samara J. Cooper, Asst Director)

**APPROVED AS TO  
LEGAL SUFFICIENCY**

By   
Assistant County Attorney



**WITNESS:**

SM

**Signature**

STEFFANIE RUSMISER

**Name (type or print)**

Jennifer Swanner

**Signature**

JENNIFER SWANNER

**Name (type or print)**

**CONTRACTOR:**

Municode

**Company Name**

Eric Grant

**Signature**

W. ERIC GRANT

**Typed Name**

PRESIDENT

**Title**

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **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**

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 invoice(s) in accordance with Exhibit B 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 ([municodeords@civicplus.com](mailto:municodeords@civicplus.com)) or hard copy.
2. Review e-mail acknowledgment by CONTRACTOR of receipt of ordinances.
3. Review proofs of supplements and notify CONTRACTOR of any changes.

**EXHIBIT "B"**  
Statement of Work



CivicPlus  
302 South 4th St. Suite 500  
Manhattan, KS 66502 US

**Date:** 4/21/2022  
**Product:** Codification - Supplements  
**Client:** Palm Beach County, FL

**FL – Palm Beach County – C&S - Annual Supplements - Statement of Work**

QTY	Product Description	PRODUCT TYPE
1	Code of Ordinance Supplementation Services	Renewable
1	Printed Copies – up to 42 copies per “print” schedule	Renewable
1	Freight – up to 42 copies	Renewable
1	Supplement Updates – Monthly	Renewable
1	Code in WORD	Renewable
Annual Recurring Supplement Services		USD \$6,328.00
First Full Year Annual Recurring Supplement Services *If Client signs in 2022 – 20% Discount **		USD \$5,062.00*

\*\*Does not apply to prorated invoices aligning Client with Billing and Renewal Date.

1. This Statement of Work ("SOW") is between Palm Beach County, FL ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the Contract for Ordinance Codification and Looseleaf Supplement Service between the Parties ("MSA").
2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.
3. This SOW shall remain in effect for an initial term ("Initial Term") starting at signing and running through the following Billing and Renewal Date (as defined below). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
4. The Initial Term's Annual Recurring Supplement Services shall be invoiced upon the signing of this SOW and may be prorated to align with Client's Billing and Renewal Date. The full Annual Recurring Supplement Services shall be invoiced each Billing and Renewal Date and shall be subject to a 5% annual increase each Renewal Term, starting on the second anniversary of the Billing and Renewal Date. Client will pay all invoices within 30

days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.

5. Annual Recurring Supplement Services does NOT include:
  - Additional copies, reprints, binders and tab orders;
  - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
  - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
  - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
  - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
  - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
  - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
  - Online Code hosting and online features.
6. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.
7. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.
8. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the proofs is received within 45 days.
9. Client acknowledges Service Provider does not retain prior versions of the Client's legal code or any other work product.
10. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.
11. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.

12. The Parties agree that Article 11 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.
13. Rush Supplement requests will be assessed an additional one-time fee.
14. The Annual Recurring Supplement Services fee quoted in this SOW is exclusive of Client's existing annual fees, which may include, without limitation, Online Hosting Annual Fees, OrdBank, OrdLink, MunicDocs, SLR Linking, or other annual fee ("Existing Annual Fees"). Client understands and agrees the Existing Annual Fees will be invoiced by CivicPlus at the rate set forth in the table below, prorated as appropriate to align with the Billing and Renewal Date. The Existing Annual Fees shall be billed on the Billing and Renewal Date and subject to a 5% annual increase each Renewal Term of this SOW, starting on the second anniversary of the Billing and Renewal Date. Client will pay all invoices within 30 days of the date of such invoice.

Online Hosting Annual Fees	\$550.00
OrdBank Annual Fees	\$950.00

**Clients selected Billing and Renewal Month: \_\_\_\_\_ (the "Billing and Renewal Date"). If this section is left empty, Client's Billing and Renewal Date shall be the date of signing the MSA.**