

RESOLUTION NO. 2006 – 029

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA SELECTING MUNICIPAL CODE CORPORATION (MCC) AS THE SOLE SOURCE PROVIDER FOR THE CODIFICATION OF THE ORDINANCES OF THE TOWN OF SOUTHWEST RANCHES AND FOR THE INTERNET HOSTING OF THOSE ORDINANCES, AND APPROVING AN AGREEMENT WITH MUNICIPAL CODE CORPORATION (MCC) FOR THE AFOREMENTIONED SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 29, 2005, Municipal Code Corporation (MCC) submitted a proposal related to the codification of the Town's ordinances; and

WHEREAS, the Town has passed a voluminous amount of ordinances, which have never been codified; and

WHEREAS, in order to compile, reference, and index all approved ordinances of the Town in a coherent manner concurrent with governmental standards, the Town Council deems it necessary to seek codification of its ordinances; and

WHEREAS, the Town Council desires the public to readily access the Town's codified records and MCC offers full internet access at no charge to the general public; and

WHEREAS, MCC is a reputable provider of both codification and internet hosting services, having published over 3000 codes in 49 states – over a period of 54 years; and

WHEREAS, MCC already has a working relationship and understanding of the unique nature and organization of the Town of Southwest Ranches as they were the codifier of the Town Charter in 2000 and again in 2003; and

WHEREAS, MCC is also the provider of the records management software, Laserfiche, which the Town currently utilizes; and

WHEREAS, MCC is the only provider of both codification services and full Internet hosting services; and

WHEREAS, in order to maintain continuity, the Town Council believes that MCC should be declared a sole source provider for codification of the Town's ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council, upon consideration of its prior procurements with MCC, MCC's proposal and scope of services, MCC's knowledge of Southwest Ranches' unique character and organization, MCC's current working relationship with the Town, and in order to readily provide the general public with access the Town's codified records, hereby selects MCC as the sole source provider for the codification and internet hosting of the ordinances of the Town of Southwest Ranches.

Section 3. The Town Council hereby approves an agreement between the Town of Southwest Ranches and Municipal Code Corporation, in substantially the same form as that attached hereto as Exhibit "A", for codification and internet hosting services, for an amount not to exceed \$19,000.00.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

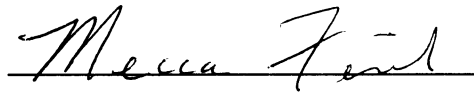
Section 4. That this Resolution shall become effective immediately upon it adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 5th day of January 2006, on a motion by Council Member Aster Knight and seconded by Council Member Don Maines.

Fink	<u>Y</u>
Blanton	<u>Y</u>
Knight	<u>Y</u>
Maines	<u>Y</u>
Nelson	<u>Y</u>

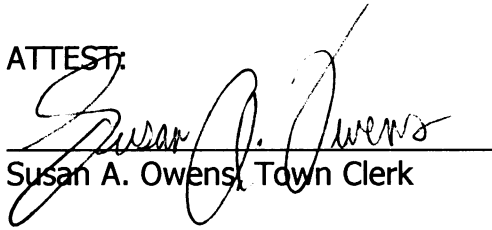
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

[Signatures on the Following Page]




Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
951794_1.DOC

PROFESSIONAL SERVICES PROPOSAL

MUNICIPAL CODE CORPORATION, a corporation duly authorized and existing under the laws of the State of Florida, hereinafter referred to as MCC, hereby offers to research, edit, codify and publish the ordinances for the **TOWN OF SOUTHWEST RANCHES, FLORIDA** a municipal corporation duly organized and existing under state law, hereinafter referred to as the Municipality, according to the following terms and conditions:

PART ONE CODIFICATION OF THE ORDINANCES

(1) **ORDINANCES INCLUDED.** MCC will, under the supervision of the Municipality's attorney, codify the ordinances of a general and permanent nature passed in final form by the Municipality as of the date of this agreement. However, the Municipality may forward ordinances subsequently enacted for inclusion in the new Code until notice is received that the legal research has been initiated.

(2) **COPIES OF MATERIAL.** The Municipality will furnish MCC for its use in preparing the Code, all ordinances of a general and permanent nature passed in final form and copies of the Charter and all amendments thereto. We request the ordinances and Charter be furnished electronically (diskettes, e-mail, CD-ROM, etc.), though they may be furnished in printed form.

(3) **LEGAL RESEARCH AND REVIEW.** MCC will assign an attorney to work with the Municipality's attorney. All recommendations are intended for use by the Municipality's attorney, and as such should not be considered legal advice to a non-attorney. Before the conference with the Municipality's attorney, MCC's attorney will:

- a) **State Law.** Research every ordinance to be included in the Code against state law. This process will discover inconsistencies and conflicts with, and preemptions by, the state law.
- b) **State law references.** Append state law references at the end of appropriate sections.
- c) **Charter.** Research every ordinance to be included in the Code against the Municipality's Charter. Conflicts and inconsistencies with, and preemptions by, the Charter will be brought to the attention of the Municipality's attorney. The Charter will be analyzed against state law and appropriate explanatory notes prepared. Amendments, if any, will be incorporated into the Charter.
- d) **Internal consistency.** Research the ordinances against each other. Inconsistencies or conflicts between existing laws and obsolete provisions will be discovered through this research.

(4) **CONFERENCE WITH ATTORNEY.** MCC's attorney will travel to the Municipality for a conference with the Municipality's attorney and other interested officials. The following will occur at the conference:

- a) **Issues.** Issues discussed will include all inconsistencies and conflicts discovered during research, as well as obsolete provisions.
 - b) **Solutions.** Recommendations will be made regarding solutions to the issues discussed.
 - c) **Implementation.** Agreed upon solutions will be implemented with the help of MCC's attorney. The Municipality's attorney has ultimate decision-making authority for solutions and implementation.
 - d) **Sample ordinances.** MCC has an extensive collection of Sample Ordinances. Recommendations will be made regarding new legislation on specific subjects where there is an obvious need. To facilitate this, the Municipality should request recommendations on subjects of specific concern. This service can be continued through the Supplement Service; please see Sample Ordinance Service under Part Two of this proposal.
 - e) **Organization.** Organizational suggestions will be reviewed with the Municipality providing comments and suggestions.
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(5) **CONFERENCE MEMORANDUM.** Following the conference, MCC's attorney will draft and submit a memorandum outlining the substantive changes, solutions and implementations agreed upon. We recommend the proofs be reviewed in conjunction with the conference memorandum.

(6) **EDITORIAL WORK.** The manuscript will be prepared to include:

- a) **Proper phraseology.** Concise, modern and proper phraseology, without conflicts, ambiguities and repetitious provisions.
- b) **Chapter arrangement.** Each chapter of the new Code shall embrace all ordinances of the same subject matter. Within the chapter itself, the ordinances shall be arranged in an orderly and logical fashion, to include articles and divisions as necessary. Chapters and sections will be reserved for future expansion. Title arrangement is also available and will be discussed at the conference. Depending upon the arrangement chosen, MCC will provide samples for organization of the material that best fits the Municipality.
- c) **Indentation.** MCC provides a consistent indentation and numbering scheme for the Code. This provides the user additional ways to scan and use the text. MCC's indentation structure provides better readability.
- d) **Table of contents.** This table will list the chapters, articles and division of the Code, giving the page number upon which each begins.
- e) **Chapter analysis.** Each chapter of the new Code will be preceded by a detailed analysis listing the articles, divisions, and sections contained therein.

- f) **Catchlines.** Each section will be preceded by a catchline describing the content of the section.
 - g) **History notes.** History notes will be prepared for each section of the new Code. The note will indicate the source from which the section is derived.
 - h) **Charter references.** Charter references will be prepared to tie together related sections of the Charter and new Code.
 - i) **Comparative table.** This table lists all ordinances included in the Code in chronological and/or numerical sequence, setting out the location of such ordinances in the Code.
 - j) **State law reference table.** This table lists by state law citation all sections carrying a reference.
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(7) **NOTICE OF COMPLETION OF EDITORIAL WORK.** MCC will notify the Municipality in writing upon completion of all editorial work. No additional ordinances will be included in the Code manuscript subsequent to such notice.

(8) **TYPESETTING AND PROOFS.** After typesetting has been completed, MCC will submit one set of proofs to the Municipality for review. The Municipality may make word changes on the proofs without charge. However, the Municipality will be charged for changes or deletions constituting more than one page of type. For the purpose of this proposal, a page is defined as the area on one side of a sheet of paper. A sheet contains two (2) pages.

It shall be the duty of the Municipality to return the proofs, with any changes indicated thereon, within forty-five (45) days from the date of their receipt. If proofs are not returned within forty-five (45) days and no notice to the contrary is received by MCC, it will be assumed that no changes are to be made. MCC will then proceed to print the Code and no changes shall thereafter be allowed.

Should the Municipality request to review the proofs beyond forty-five (45) days but fail to return them within five (5) months, the contract balance shall become due and payable. Upon mutual agreement regarding time and compensation, MCC shall update the proofs with subsequent enactments before delivery of the printed Code.

MCC guarantees typographical correctness. Errors attributable to MCC will be corrected throughout the term of the contract, without charge to the Municipality. MCC's liability for all services shall extend only to the correcting of errors in the Code or future supplements, not to any acts or occurrences as a result of such errors, and only so long as the contract is in effect.

(9) **INDEX.** After return of the proofs but before printing, a comprehensive, general index for the Code will be prepared. An index will also be prepared for the Charter. All sections are indexed under major subjects with appropriate section citations. Columnar citations are used to enhance the ease of reference.

(10) **PRINTING AND BINDING.** When the Municipality returns the proofs, MCC will proceed with printing and binding the Code in accordance with the following:

- a) **Copies.** The number of copies desired by the Municipality will be printed on 50 lb. premium multi-purpose paper.
- b) **Page format.** MCC's page format is designed for consistency and readability. The page size will be consistent with the format chosen by the Municipality: 8 ½ x 11 inches, single column or 8 ½ x 11 inches, double column (samples attached). We provide two different page headers, chapter and Code name, to allow better navigation within the Code. We also provide ears to designate the section the page contains. Our page numbering allows for growth within the volume, as does our reserved chapter options. These items will be discussed at the conference with the attorney.
- c) **Type size.** Various type sizes are available for text. MCC will publish the Code in ten-point type unless otherwise specified. Notice of such font change must be given prior to the completion of the editorial work so that the impact upon cost can be determined and discussed. MCC provides many different font sizes. We recommend a ten-point size to reduce the size of the volume. The ten-point size is legible and also provides for minimizing the volume size. We also offer eleven- and twelve-point size.
- d) **Tables and graphics.** Tables, drawings, designs, Algebra formulae, graphics, or other materials that require special methods of reproduction or modification, will be charged as set out on the Quotation Sheet. MCC will require an electronic file of the tables and graphics included in the Code and/or a clean printed copy.
- e) **Binding.** MCC will bind copies of the completed Code in expandable post binders with slide lock fasteners. Covers will be imitation leather and available colors are black, burgundy, blue, or green, with gold lettering (samples are available for viewing at www.municode.com under the heading Products and Binder Samples). Other binder choices are available (D-ring and three-ring). Cost may vary. Additional binders can be ordered at any time at the then-current prices.
- f) **Separator tabs.** MCC will furnish separator tab sheets (Mylar tabs, printed both sides) for the bound Codes. The tabs will reflect the major divisions or chapters of the Code volume.
- g) **Reprints of chapters.** Additional copies of specific chapters or portions of the Code, e.g., zoning regulations or police manuals containing selected sections, may be ordered for binding in paper covers for separate distribution or sale. Prices will be furnished upon request.

(11) **CODE FURNISHED ELECTRONICALLY.** The Code can be furnished in a variety of electronic formats as described below. All formats will be updated through the most recently published ordinance in the printed Code.

- a) **Folio BoundVIEWS.** This is a full text search engine that supports standard Boolean logic, phrase searching, proximity searching and word stemming to include word variations and synonyms in searches. Every word of the Code is electronically indexed so queries are performed on the entire Code. A powerful, context-sensitive, on-line help system is included within **Folio BoundVIEWS**, though the software is sufficiently intuitive to use without consulting the help library.

- b) **Code on the web.** The Code may also be included on MCC's web site (www.municode.com). The site contains a collection of more than 1,000 local government Codes and is available to anyone with Internet access. All Codes on the site are integrated with Folio web search engine and amendments to the Code are incorporated as the book is updated. A link to the Municipality's web site can also be provided.
- c) **Word processing format.** The master database of the Code can easily be converted into an RTF format that is useable in most of today's popular word processing formats, e.g., WORD or WordPerfect. Alternatively, the Code can be provided in a generic text format such as ASCII or HTML.
- d) **Code in Adobe PDF Format.** MCC can provide the Code in PDF format. MCC will apply bookmarks for the chapters and, if available, the PDF version will contain a minor search tool. MCC may not be able to provide the Municipality a search tool in certain instances. The Municipality will need a copy of the Adobe Viewer (available for download for free from adobe. com). The PDF format matches the printed page and MCC provides a complete updated PDF each time the Code has been supplemented. Should the Municipality desire to also receive just the Supplement, an additional update fee applies. There is no licensing that applies to this format, but there are not the search capabilities built into Adobe as there are in the above Folio product.
- e) **Support and training.** Telephone support for all of the above-mentioned programs is available during working hours by calling our toll-free number (800-262-CODE). Most problems are resolved in one call and this support is free of charge. Installing software is easily accomplished by the Municipal IT staff, although MCC's support is available during installation, if needed. All of the above-mentioned programs are very intuitive and typically do not require separate training, however, on-site training is available. A written quotation will be provided upon request.

(12) **SHIPMENT; ADOPTING ORDINANCE.** Upon completion of the above, MCC will ship the Code as directed by the Municipality. At this time, MCC's attorney will furnish the Municipality with a suggested adopting ordinance. Once the Code has been adopted, a copy of the ordinance should be sent to MCC so that it can be included in the Code.

PART TWO SUPPLEMENT SERVICE

(1) **ORDINANCES TO BE FURNISHED BY MUNICIPALITY.** The Municipality shall forward to MCC copies of the ordinances upon final enactment by the Municipality. We request that the ordinances be furnished electronically and we have established a special e-mail address (ords@mail.municode.com) to receive e-mailed ordinances. Printed copies are accepted.

(2) **SCHEDULE.** After shipment of the new Code, MCC shall keep the Code up-to-date by the publication of Supplements that will contain newly enacted ordinances of a general and permanent nature. Supplements can be published on a schedule to meet the requirements of the Municipality. A minimum of thirty (30) working days shall be required for delivery of a printed Supplement.

(3) **ELECTRONIC SUPPLEMENTATION.** If the Municipality has chosen to receive the Code in electronic media as set out in Part One of this agreement, MCC can provide the Supplements electronically on a schedule to meet the Municipality's needs, e.g., monthly or bimonthly. The Municipality may choose to have printed Supplements published less frequently. The electronic media will reflect the entire Code as updated through the most recent Supplement.

(4) **NEW ORDINANCES on the WEB (N.O.W.)** MCC can post your ordinances on the web between supplements so that anyone searching your Code will find the most current legislation. To view this service, go to the Jacksonville, FL Code of Ordinances - See "Ordinances Enacted/Not yet Codified" located at the bottom of the Table of Contents.

Although your ordinances will be a part of your Code database, MCC will not edit the Code to include the new ordinances - we will simply post the ordinances in their original form.

The Code on the Web is maintained through the supplement Service. Once ordinances posted through the N.O.W. service are included in a supplement to the Code, they will be removed from the web.

If you would like ordinances incorporated into the electronic version of the Code more often than your printed Code is updated, please consider our Electronic Supplementation service.

(5) **EDITORIAL SCRUTINY.** A member of MCC's editorial staff will study new ordinances in conjunction with the existing provisions of the new Code. Pages of the Code containing provisions that are specifically repealed or amended by ordinance shall be reprinted to remove such repealed or amended provisions and to insert the new ordinances. Should MCC detect conflicts, inconsistencies or duplications in the Code as the new ordinances are included, the Municipality will be notified so that remedial action may be taken.

(6) **EDITORIAL NOTES.** Appropriate editorial notes will be prepared and appended to the new sections as deemed necessary by the editor.

(7) **INDEX AND TABLES.** When the inclusion of new material necessitates changes in the index, appropriate entries will be prepared and the necessary pages of the index will be reprinted to include the new entries.

The Comparative and State Law Reference Tables will be kept up-to-date to reflect the new ordinances and state law citations, if any, included in each Supplement. The Table of Contents will also be kept current to reflect changes in the Code.

(8) **INSTRUCTION SHEET.** Each Supplement will contain a page of instructions for removal of obsolete pages and insertion of new pages. The latest ordinance included in the published Supplement will be noted in boldface type on the Instruction Sheet.

(9) **CHECKLIST.** A checklist of up-to-date pages will be prepared and kept current for the benefit of the user. The checklist of up-to-date pages is a list of each page in the Code and the most current supplement from which it is derived. The checklist allows instant determination of whether the user is relying on a page reflecting current ordinances.

(10) **GRAPHICS.** Should the Supplement contain tables, drawings or graphics for which special methods of reproduction or modification are required, the costs will be as set out on the Quotation Sheet.

(11) **REPRINTS.** Looseleaf reprint pamphlets, which contain certain portions of the Code, including appropriate index pages, can be kept up-to-date at the same time the Code volume is supplemented.

(12) **MCC AS TOTAL CODE ADMINISTRATOR.** Under this option, MCC will maintain an inventory of Codes and Supplements for sale to the public, over and above the number specified in this agreement for Town use. MCC will be responsible for having available up-to-date copies of the Town Code for purchase by current and future subscribers. MCC will be responsible for marketing the Code to existing or potential subscribers.

All handling expenses and risk of future sales of the Code will be incurred by MCC. MCC will set the sale price for the Code and future Supplements, as approved by the Town.

Should the Town need additional copies of the Code, MCC will provide the desired number of copies at a discounted price.

(13) **SAMPLE ORDINANCE SERVICE.** Sample provisions of specific subjects will be furnished upon request. A sample index will be furnished for use in requesting the desired sample provisions.

(14) **UPDATE STATE LAW REFERENCES.** Due to the nature of Supplementation, the state law references in a Code become outdated. MCC offers to update and add state law references at any time during this contract. MCC would also update the State Law Reference Table. Accordingly, a more complete legal review can be provided. See paragraph (15) below.

The cost for the state law reference updating would be on an hourly basis, not to exceed a specific number of hours as agreed upon by MCC and the Municipality.

(15) **LEGAL REVIEW OF CODE.** At any time the Municipality may request information and a cost for MCC to analyze the Code on a chapter-by-chapter basis against the current state law. Written recommendations will be submitted to the Municipal Attorney as to any Code changes deemed necessary or desirable as a result of such legal review. MCC's attorney will work with the Municipal Attorney in drafting legislation as deemed necessary.

The cost for the legal review and drafting services would be on an hourly basis, not to exceed a specific number of hours as agreed upon by MCC and the Municipality.

(16) **SHIPMENT; DISTRIBUTION.** Supplements will be shipped to the Municipality for distribution to the holders of the Codes. However, storage, distribution and billing services are available. Prices will be furnished upon request. The Municipality shall have the exclusive right to sell the Codes and Supplements unless otherwise agreed to by the parties.

(17) **TERMINATION.** The Supplement Service provided under this Part Two shall be in full force and effect for a period of three (3) years from the date of shipment of the completed Code to the Municipality. Thereafter, the Supplement Service will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this Part Two upon sixty (60) days' written notice.

QUOTATION SHEET

PART ONE - CODIFICATION:

(1)	BASE COST, includes	\$14,500
	a) Legal Review	
	b) Sample Ordinance Service	
	c) Conference with MCC Attorney	
	d) Conference Memorandum	
	e) Editorial Work	
	f) Typesetting and Proofs	
	g) Indexing	
	h) Printing and Binding	
	i. Number of copies	10
	ii. Number of binders	10
	iii. Number of sets of special order tabs	10
	iv. Estimated pages (please choose desired format) ¹	
	<input type="checkbox"/> 8 ½ x 11 inches, 10 point single column	800
	<input type="checkbox"/> 8 ½ x 11 inches, 10 point double column	560
(2)	BASE COST DOES NOT INCLUDE:	
	a) Pages in excess of those listed above will be billed as follows:	
	i. 8 ½ x 11 inches, single column	\$19
	ii. 8 ½ x 11 inches, double column	\$23
	b) Graphics, additional charge each ²	\$10
	c) Freight charges (invoiced upon shipment)	Prepaid
	d) State sales tax, if applicable	
(3)	ADDITIONAL SERVICES AVAILABLE:	
	a) Code integrated with <i>Folio BoundVIEWS</i> :	
	i. One license	\$495
	ii. Each additional license	\$75
	iii. Site license for up to 15 users	\$1,000
	b) Code on the Internet, per year (includes up to four updates)	\$350
	c) Code formatted for word processing	\$150
	d) Code in Adobe PDF format, includes the minor search function	\$495
	e) Reprints of chapters	Quotation upon request

¹ A page is defined as the area on one side of a sheet of paper. A sheet contains two (2) pages.

² If a graphic is larger than one page, then the charge is per page.

(4)	PAYMENT FOR CODIFICATION. (May be scheduled through two budget years.)	
a)	Upon signing of the contract	\$4,350
b)	Upon completion of conference	\$3,300
c)	Upon receipt of proofs	\$3,300
d)	Upon delivery of Code	Balance

PART TWO - SUPPLEMENT SERVICE

(1)	NUMBER OF PRINTED COPIES	10
(2)	SUPPLEMENT SERVICE, Cost per page	
a)	8 ½ x 11 inches, single column	\$19
b)	8 ½ x 11 inches, double column	\$23
c)	Graphics, additional charge each ³	\$10
d)	One set of updated electronic media, per Supplement (cost in addition to regular Supplement per page charge)	\$75
e)	Additional sets of updated electronic media, per set	\$75
(3)	ELECTRONIC SUPPLEMENTATION (Costs include printed supplements on a semiannual or annual basis)	
a)	Quarterly or bimonthly schedule, cost per page ⁴	
i.	8 ½ x 11 inches, single column	\$19
ii.	8 ½ x 11 inches, double column	\$23
b)	Monthly schedule, cost per page:	
i.	8 ½ x 11 inches, single column	\$24
ii.	8 ½ x 11 inches, double column	\$28
(4)	NEW ORDINANCES on the WEB (N.O.W.) ⁵	
a)	Cost per ordinance, posted within 5 working days	\$15
b)	Cost per ordinance, posted within 2 working days	\$25
(5)	MCC AS TOTAL CODE ADMINISTRATOR:	
a)	Town orders a minimum of printed copies (10) and MCC will have total responsibility for printing copies for sale to the public.	
b)	There would be no cost incurred or liability to the Town for the expenses involved in furnishing copies of the Code to the public.	
(6)	SAMPLE ORDINANCE SERVICE - during the first year following shipment of the Code	No charge

³ If a graphic is larger than one page, then the charge is per page.

⁴ A computer page is defined as a change in a page equivalent to a page formatted for printing

⁵ Minimum \$50 order.

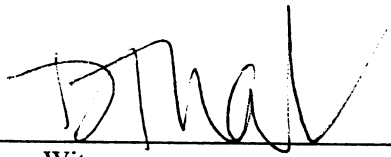
(7) PAYMENT FOR SUPPLEMENT SERVICE

- a) Payment for the Supplement Service will be due upon receipt of an invoice. Supplements will be invoiced when shipped.
- b) Freight charges for the supplements will be prepaid and invoiced at time of final billing.

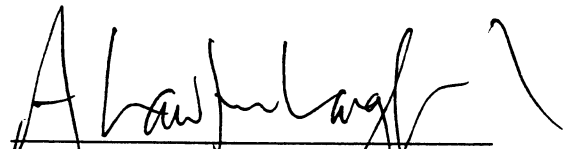
This proposal shall be valid for a period of ninety (90) days from the date appearing below.

Submitted by:

MUNICIPAL CODE CORPORATION



Witness



President/CEO

December 29, 2005

Accepted by:

SOUTHWEST RANCHES, FLORIDA

Witness

Title: ~~Finance Administrator~~

Date

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor
____ day of _____, 2006

ATTEST:

Susan A. Owens, Town Clerk

By: _____
John Canada, Town Administrator
____ day of _____, 2006

APPROVED AS TO FORM:

Gary A. Poliakoff, J.D. Town Attorney