Recodification, Republication, Supplementation, and Internet Hosting Contractor Services Agreement for the City of Langley, WA

Introduction
This Agreement is entered into between the City of Langley, WA, the "CUSTOMER," and Code Publishing Company, the "CONTRACTOR." It covers legal publishing services including, but not limited to, recodification and republication of the current code, codification, publishing, Internet hosting services, and archiving for the LANGLEY MUNICIPAL CODE, the "CODE."

Services to be Provided by the Contractor
The CONTRACTOR shall provide codification and publishing services for the CUSTOMER. Services shall include, but are not limited to, recodifying and republishing the existing CODE, printing and print subscription services, codification and publishing services for new ordinances to supplement the printed and electronic versions of the CODE, setup of an online CODE, Internet hosting and computer text output of an electronic version of the CODE, and code archiving.

Delivery of Code Materials to the Contractor and Commencement of Project
The CUSTOMER will deliver to the CONTRACTOR the current printed CODE in hard copy prior to commencement of the project. The CUSTOMER shall also deliver electronic CODE files in a word processing or a non-graphic text format, if available, to the CONTRACTOR for the CONTRACTOR to convert to an electronic CODE format for the project. If said files are not available, the CONTRACTOR may scan the hard copy for conversion to an electronic format at a nominal charge to the CUSTOMER.

The CUSTOMER shall deliver all new ordinances electronically to the CONTRACTOR for codification in either a word processing or a non-graphic text format. For proofreading and archiving, the CUSTOMER shall also deliver digitally scanned copies of the signed originals of said new ordinances, in either PDF or TIF format, or mail hard copies to the CONTRACTOR. All electronic files shall be submitted by the CUSTOMER by upload to the CONTRACTOR at a web address to be supplied by the CONTRACTOR unless otherwise agreed to by the parties.

The CONTRACTOR shall undertake production of the project upon receipt of the first payment, all necessary materials and the signed contract executed by the parties.
Reformatting, Republication, and Recodification Services

The CONTRACTOR shall prepare the printed CODE for republication in a format that allows for future expansion and supplementation on a page-for-page basis. The recodified printed CODE text will be printed in a two-column-per-page layout with justified margins, Times New Roman 11-point type font, unless otherwise specified by the CUSTOMER. The index, editor’s notes, and other footnotes will be printed in Times New Roman 10-point type font with justified margins unless otherwise specified by the CUSTOMER.

The CONTRACTOR will codify any new uncodified ordinances into the recodified printed CODE at the time of the project in the same new format. During codification of the new ordinances into the CODE, the CONTRACTOR will revise all ordinance tables, indexes, and CODE sections affected by codification accordingly. Internal cross-references will be checked by the CONTRACTOR and the complete text of the new ordinances will be proofread and checked for typographical errors, incorrect section references, and inconsistencies.

Delivery of Code Proof to Customer

The CONTRACTOR will provide a proof copy of the recodified CODE together with editorial questions and comments for review and approval by the CUSTOMER. The CUSTOMER will review and annotate the proof copy with any desired changes, then return the proof to the CONTRACTOR.

Final Revisions, Printing, and Delivery of Printed Code to Customer

Upon return or approval of the proof by the CUSTOMER, the CONTRACTOR will finalize the recodified CODE, print the quantity of copies requested by the CUSTOMER, deliver the printed code copies to CUSTOMER, and prepare the electronic CODE version for hosting. Camera-ready copy and/or print-image files of the CODE shall be provided to the CUSTOMER by the CONTRACTOR at no additional cost.

Codification of New Ordinances to Supplement Code

The CONTRACTOR will codify new ordinances of a general and permanent nature that are delivered to it by CUSTOMER to supplement the reformatted and republished CODE. New ordinances may be provided to the CONTRACTOR by CUSTOMER periodically or on a schedule as otherwise agreed to between the parties. CUSTOMER shall deliver new ordinances electronically to the CONTRACTOR in either a word processing or non-graphic text format by upload to the webpage address provided by the CONTRACTOR. CUSTOMER shall also upload electronic PDF versions of the new signed original ordinances for the CONTRACTOR to proof against the text or word processing version.

In codifying new ordinances to supplement the code, affected pages of the CODE will be edited and revised by the CONTRACTOR to reflect new additions, repeals, revisions, and/or modifications. Appropriate editorial non-substantive changes including correction of manifest errors shall be made by the CONTRACTOR. Internal cross-references will be
checked and the complete text of the new ordinances will be proofread and checked for typographical errors, incorrect section references, and inconsistencies. All ordinance tables, indexes, and CODE sections affected by codification will be revised accordingly. The CONTRACTOR will incorporate all new ordinances for codification into the CODE using the established CODE section numbering system.

**Electronic Code Services to be Provided by the Contractor**
The CONTRACTOR shall provide Internet hosting services for the online CODE. Services shall include the creation of an HTML-formatted, edited, and searchable electronic file database; Internet hosting of the CODE on the CONTRACTOR’s public server in a format accessed via the CUSTOMER’s website; electronic CODE supplementation and archiving; and implementation of the electronic features requested by the CUSTOMER as described and priced in the cost quotation or final COST QUOTATION SHEET, and SERVICES ADDENDUM, that are attached to and made a part of this Agreement. Other features may be added in the future as requested by CUSTOMER in writing.

**Printed and Electronic Code Update Publication and Delivery**
The CONTRACTOR shall publish and deliver printed CODE supplements on the schedule and in the quantity agreed to between the parties as set forth in the attached Addendum unless otherwise agreed. A supplement directions page indicating pages to be removed and replaced in the CODE will be provided with each printed supplement. Printed CODE supplement and instruction page delivery will occur two (2) to six (6) weeks following receipt of the last ordinance to be included in the scheduled printed code version update by the CONTRACTOR.

The Contractor shall publish and post electronic CODE supplements online on the same schedule selected for the printed code updates unless other electronic services are selected that update the online CODE on a different schedule or unless otherwise agreed between the parties. The electronic CODE shall be published in Arial font unless otherwise agreed to between the parties.

The CUSTOMER may elect the Online On-Demand update service to update the online CODE. The CONTRACTOR offers this service to CUSTOMER at no additional charge beyond the editorial and webhosting per page codification rate. Should CUSTOMER elect the Online On-Demand update service, new ordinances supplementing the online CODE will be codified and published in the electronic CODE hosted on the Internet within three (3) to five (5) days of the date the new ordinances take legal effect.

**Additional Services to be Provided by the Contractor**
The CONTRACTOR may provide additional services to the CUSTOMER as agreed to between the parties upon written request of either party. Such services may include other codification, printing, subscription, publication or Internet services. Service costs shall be quoted to the CUSTOMER in advance of the CONTRACTOR undertaking any additional work.
Terms
In consideration for services, CUSTOMER shall compensate the CONTRACTOR the sum(s) set forth in the written proposal or FINAL COST QUOTATION SHEET, and SERVICES ADDENDUM, attached to and made a part of this Agreement. Additional service(s) provided by the CONTRACTOR following the execution of this Agreement shall be compensated at the current price(s) in effect for the CONTRACTOR's services at the time of performance of the services, unless otherwise agreed to between the parties and set forth in this Agreement.

Payment and Invoice Requirements
The CUSTOMER shall be invoiced in installments for the recodification, republication projects and webhosting setup, and for supplement and print services.

First Payment. CUSTOMER shall deliver to CONTRACTOR twenty-five (25) percent of the quoted project cost estimate with the materials necessary for CONTRACTOR to commence the project at the beginning of the project.

Second Payment. Upon delivery of the first proof, analysis and attorney's findings, the CONTRACTOR shall invoice CUSTOMER for fifty (50) percent of the total quoted project cost. Payment is due to the CONTRACTOR within thirty (30) days of receipt of the invoice by CUSTOMER.

Third Payment. Upon delivery of the revised final code proof and web setup, or ninety (90) days after delivery of the first proof to customer, whichever is sooner, the CONTRACTOR shall invoice CUSTOMER for the remaining balance due for work performed on the project to date, unless other arrangements are made in advance between CUSTOMER and CONTRACTOR. Payments are due to the CONTRACTOR within thirty (30) days of receipt of the invoice by CUSTOMER.

Subsequent Payments. For CODE supplementation services, the CONTRACTOR shall invoice the CUSTOMER upon delivery of the newly codified ordinances, printed supplements, and/or services elected by the CUSTOMER consistent with the terms set forth in the attached proposal or final COST QUOTATION SHEET, and SERVICES ADDENDUM. Additional services agreed to between the parties shall be invoiced following service delivery. Payments shall be made by the CUSTOMER to the CONTRACTOR within thirty (30) days of receipt of said invoice by the CUSTOMER.

Code to Remain Property of Customer
The CODE produced by the CONTRACTOR shall be the exclusive and sole property of the CUSTOMER, and the CUSTOMER may use said CODE for any purposes it deems appropriate, including copying, distributing, or selling copies of said CODE.

Indemnification
The CONTRACTOR shall indemnify, defend, and hold harmless the CUSTOMER, its officers, employees, agents, assigns, and representatives from any and all costs, claims, judgments or awards of damages arising out of any negligent acts or omissions of the CONTRACTOR, its officers, employees, agents, assigns, and representatives in performing the terms of this Agreement.
The CUSTOMER shall indemnify and hold harmless the CONTRACTOR, its officers, employees, agents, assigns, and representatives for any claims caused by delays to the codification process that may arise from the failure of the CUSTOMER to supply the CONTRACTOR promptly with all necessary materials and/or information required for the completion of codification and supplementation services.

Insurance
The CONTRACTOR shall procure and maintain, for the duration of this Agreement, general commercial liability insurance for the benefit of the CONTRACTOR and the CUSTOMER against claims arising from or in connection with the performance of the terms of this Agreement by the CONTRACTOR, its officers, employees, agents, assigns, and representatives. The general commercial liability insurance policy limit amounts shall be no less than $1,000,000 each occurrence and $2,000,000 general aggregate coverage. Proof of insurance coverage shall be maintained by the CONTRACTOR and provided by the CONTRACTOR to the CUSTOMER upon request by the CUSTOMER.

Termination of Agreement
This Agreement may be terminated by either party upon sixty (60) days’ advance written notice. The CUSTOMER is required to remunerate to the CONTRACTOR payment for all services performed by the CONTRACTOR up to the date that the services performed by the CONTRACTOR are to discontinue. The CUSTOMER acknowledges that the CONTRACTOR shall have a lien against all materials provided by the CUSTOMER to the CONTRACTOR for codification to secure payment for services due until full payment for services performed by the CONTRACTOR has been received.

Effective Date
This Agreement is effective upon the signatures of both parties to this Agreement from the most recent date signed by either of them and shall remain in effect continuously until terminated by either party.
City of Langley, WA
Cost Quotation Sheet

February 2012

Recodification of the Langley Municipal Code:
Editorial (est. 400 pages, 2-column): 18.00 per page 7,200.00
Supplements during recodification 15.00 per page
Graphics, maps, tables, diagrams Included
Printing and shipping 0.10 per impression Included
PDF file for in-house printing/archival

Online Code:
Creation of HTML files Included
Annual Internet hosting fee 350.00 per year

Supplement Service:
Editorial (includes online updates) 21.45 per page
Graphics, maps, tables, diagrams 15.00 per page
Printing and shipping 0.10 per impression Included
PDF file for in-house printing/archival

Optional:
Telephone support No charge
Subscription service No charge
Sample ordinance service No charge

Example – Annual Supplement Estimate (est. 10-15% of code amended)
Cost for a 50-page supplement (no graphics or tables):
Editorial 50 x 21.45 per page 1,072.50
Print and Ship 50 x 10 copies x 0.10 per impression 50.00
1,122.50

No “per supplement” charges. No extra charges or higher page rates if printed or electronic supplements are requested more often. All prices are estimates; final invoice is based on actual number of pages. Payments for recodified codes may be stretched over two budget cycles. Please call if any of our services can be modified to better suit the needs of your municipality.