

MEMORANDUM

February 21, 2023

TO: Harry Black, City Manager
Jay Kapoor, Deputy City Manager

FROM: Norbert Ruijling, Director of Information Technology

SUBJECT: CONTRACT CHANGE ORDER FOR QUALITY CODE PUBLISHING, LLC

I respectfully inform the City Manager of an administrative contract change order to contract #C-06-0584 (Munis contract # 419000545) per Resolution C-06-0584, paragraph 3 and 4, which approves monthly storage fees and ongoing costs for supplement updates. The following requested actions are within the provisions of the contract and appropriate to be approved administratively:

1. Add funds for remainder of FY 2022-2023 in the amount of \$2,000 for estimated cost of remaining supplement updates.
2. Add funds for FY 2023-2024 budgeted request in the amount of \$9,300 for annual cost of monthly storage fees and estimated supplement updates.

On December 5, 2006 Quality Code Publishing, LLC entered into a contract with the City of Stockton to perform a legal review and recodification of the City's municipal code and maintenance services. Outsourcing the maintenance and recodification of the Municipal Code has provided a uniform format and generated a time savings process for staff when updating the code.

Budget was approved for this purpose through the annual appropriation process and is available for this expenditure in the Technology Fund, Equipment Repairs/ Maintenance, Account #3020-000-630013-510-511-00-30-000-000-. Future year budget is renewed annually by City Council adoption of the budget and appropriation of funds.

Norbert Ruijling

2/21/2023

NORBERT RUIJLING
DIRECTOR OF INFORMATION TECHNOLOGY

DATE

Concur: *H Black*
HARRY BLACK
CITY MANAGER

3/13/23
DATE

NR/cmf

ATTEST:
CLERK OF THE CITY OF STOCKTON

By *M. Amance*



Attachments

munis (K) # 419000545



A GENERAL CODE COMPANY

New Remit Address
P.O. Box 772512
Detroit, MI 48277-2512

ATTACHMENT B

Invoice No: GC0009505
Invoice Date: 12/28/2022
Due Date: 1/27/2023
Terms: Net 30
Customer No: ST5019
PO: 419000545

RECEIVED

By Information Technology at 12:34 pm, Dec 28, 2022

Bill To:

City of Stockton
Katherine Roland
400 E. Main Street - 4th Floor

Stockton CA 95202

Maintenance Ends:

Qty	Description:	Amount
14	Supplement per page charge	\$343.00
1	Internet Website Updating	\$75.00
1	CD-ROM	\$25.00
2	Code Alert charge per posted ordinance	\$60.00
3	Code Alert Monthly Fee	\$75.00

Subtotal	\$578.00
S&H Charges	\$20.60
Tax	\$0.00
Payment/Credit:	
Total Due	\$598.60

This order is subject to General Code's Term and Conditions:
<https://www.generalcode.com/terms-and-conditions-documents/>

Invoice Questions: (800)836-8834 x315 * Fax(585)328-8189 accounting@generalcode.com

We appreciate your business.

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

12/28/2022

Catherine Butler

Accounting Administrator

Additional Invoice Detail

Supplement service to the
 Printed copies
 Supplement No.
 Supplement Dated
 Covering ordinances through

Stockton, CA
 12
 51
 Oct-22
 2022-09-27-1202

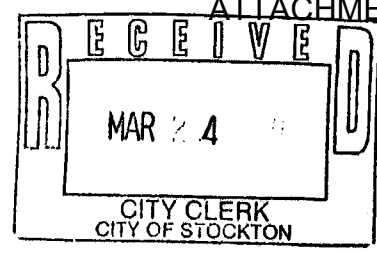
	Quantity	Rate	Amount
Supplement per page charge - Editorial, Indexing, Word Processing, Proofreading, Printing & Online updating	14	24.50	343.00
Internet Website Updating			75.00
Internet Website Updating - over 50 pages		1.00	-
CD-ROM	1	25.00	25.00
Code Alert Monthly Fee: 08/01/22 - 10/31/22	3	25.00	75.00
Code Alert charge per posted "codifiable" ordinance	2	30.00	60.00
Ordinances:	2022-09-13-1505, 2022-09-27-1202		
Code Alert charge per posted "non-codifiable" ordinance		15.00	
Website Maintenance & storage fee:		40.00	-
Shipping and Handling			20.60
	Invoice Total		598.60

Invoice	Vendor	Docume Department	Status Year	Date	Invoiced	Average *
2021-118	ICC GENERAL CODE INC 11561	INFORMATION TECHNOLOGY	Paid 2021	04/14/2021	\$480.00	\$480.00
2021-145	ICC GENERAL CODE INC 19627	INFORMATION TECHNOLOGY	Paid 2021	06/10/2021	\$972.65	\$972.65
					\$1,452.65	\$972.65
2021-382	ICC GENERAL CODE INC 51014	INFORMATION TECHNOLOGY	Paid 2022	10/25/2021	\$1,205.50	\$1,205.50
2022-3	ICC GENERAL CODE INC 62321	INFORMATION TECHNOLOGY	Paid 2022	01/12/2022	\$2,132.50	\$2,132.50
2022-48	ICC GENERAL CODE INC 71074	INFORMATION TECHNOLOGY	Paid 2022	03/08/2022	\$659.65	\$659.65
2022-104	ICC GENERAL CODE INC 79750	INFORMATION TECHNOLOGY	Paid 2022	04/28/2022	\$120.00	\$120.00
2022-105	ICC GENERAL CODE INC 79751	INFORMATION TECHNOLOGY	Paid 2022	04/28/2022	\$480.00	\$480.00
					\$4,597.65	\$1,029.41
2022-273	ICC GENERAL CODE INC 104619	INFORMATION TECHNOLOGY	Paid 2023	09/27/2022	\$7,033.50	\$7,033.50
GC0009505			Pending		\$598.60	\$598.60
			Pending		\$480.00	\$480.00
					\$8,112.10	\$3,816.05

\$480.00 is a yearly amount paid in April

* Average amount without the \$480.00 flat yearly fee

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR QUALITY CODE PUBLISHING



This First Amendment to Professional Services Contract for Codification and online hosting of the City's Municipal Code, City Charter and Civil Service Rules and Regulations is made and entered into on 2010-03-24, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and Quality Code Publishing, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into a Professional Services Contract for the codification and online hosting of the City's Municipal Code, City Charter and the Civil Service Rules and Regulations approved, on December 5, 2006, pursuant to Resolution No. 06-0584 CITY and CONSULTANT now desire to make minor changes as allowed by Section 18.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

- 1. Section 11, Insurance, is hereby amended to read, as follows: Consultant shall provide insurance as described in Exhibit B attached hereto and incorporated herein by this reference.
2. All other terms and conditions of said original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract to be executed on the date and year written above.

ATTEST: Bonnie Paige (signature) KATHERINE GONG MEISSNER City Clerk of the City of Stockton

By: Laurie Monk (signature) KEVIN O'ROURKE Interim City Manager, City of Stockton

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR. CITY ATTORNEY

By: Joe S. Whittaker (signature) City Attorney

QUALITY CODE PUBLISHING By: Nancy Helmer (signature) NANCY HELMER Title: President

EXHIBIT B
INSURANCE REQUIREMENTS
PROFESSIONAL CONSULTANT

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
- A. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001).
 - B. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
 - C. **PROFESSIONAL ERRORS AND OMISSIONS**, Not less than \$50,000 per Claim./\$1,000,000 Aggregate. Certificate of Insurance only required.

Deductibles and Self-Insured Retention

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

Other Insurance Provisions

The Policy (s) shall also provide the following:

- 2. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and endorsed to name: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.* ISO form CG 20 37 10 01 edition shall be used as the Additional Insured Endorsement. This form **must be used with** either ISO form CG 20 10 10 01, or CG 20 33 10 01 (or earlier editions of these forms).
- 3. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representative, agents, employees and volunteers. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
- 4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been

given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsements for all required insurance, prior to the CITY's, execution of the Agreement and start of work.
8. Proper Address for Mailing Certificates, Endorsements and Notices shall be: City of Stockton, Attn: Risk Services 425 N. El Dorado Stockton, CA 95202
9. Upon notification of receipt by the City of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the City a certified copy of the required new or renewal policy and certificates for such policy.

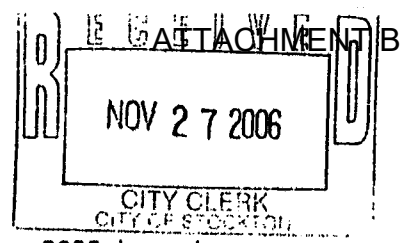
Any variation from the above contract requirements shall only be considered by and be subject to approval by Risk Services (209) 937-5037. Our Fax is (209) 937-8833.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Consultant shall be withheld until acceptable replacement coverage notice is received by the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Contract. In the event of insurance cancellation, the City reserves the right to purchase insurance or insure (or self-insure) for the above required coverages, at the Consultant's full expense.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the Sub-consultant, and/or require each Sub-consultant to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction in Coverage, or Change of Subcontractors insurance shall have the same impact as described above.

2. INDEMNIFICATION

Consultant agrees to indemnify, including the cost to defend, CITY OF STOCKTON, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of consulting and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the CITY OF STOCKTON or the agents, servants, or independent contractors who are directly responsible to the CITY OF STOCKTON, or arising from the active negligence of the CITY OF STOCKTON.



hlc-00-014

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 5th day of December, 2006, by and between the **CITY OF STOCKTON**, a municipal corporation existing under the laws of the State of California, hereinafter referred to as "City", and **Quality Code Publishing**, a Washington Corporation, hereinafter referred to as "Consultant."

RECITALS

- A. City desires research, editing, codification, and ordinance publishing services in connection with the work referred to as the Municipal Code (the "Project").
- B. City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services and Consultant has offered to provide the required services on the terms and in the manner set forth herein (the "Services").
- C. Consultant represents that it is fully licensed and qualified with all professional skills necessary to perform the services described in this Agreement and has special expertise in the performance of research, editing, codification and ordinance publishing services for public agencies of similar scope and complexity as the Services to be performed under this Agreement.

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 – SCOPE OF SERVICES

The scope of services subject to this agreement and to be performed by Consultant for the Project is described in Exhibit "A", Scope of Services, attached hereto and incorporated herein.

SECTION 2 – CONSULTANT'S REPRESENTATIONS AND RESPONSIBILITIES

- A. Consultant acknowledges that in entering into this agreement the City is relying upon Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice in the codification services for public projects of similar size, scope and complexity. Consultant agrees to perform the services in accordance with these standards. The acceptance of Consultant's services by City does not operate as a release of Consultant from these obligations.
- B. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement. Consultant shall use its best efforts, skill, judgment, and abilities to assist and work with City to perform the Services, to produce the necessary legal review and municipal code supplements, and to further the interests of City in accordance with City's requirements and procedures, each in accordance with professional standards that apply to Consultant.
- C. Consultant shall perform the Services in full compliance with applicable federal, state and local laws and regulations in effect at the time such services are rendered (collectively, "Applicable Laws").
- D. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. All of Consultant's staff shall be qualified by training and experience to

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perform their assigned tasks. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-Consultants, if any, and shall keep the Services under its control. If any employee or sub-Consultant of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of City.

E. Consultant shall submit, for City's approval, a team or staffing proposal for the Services, complete with job descriptions, names and previous experience of all personnel.

F. Consultant's services are unique and personal. Consultant shall not assign or transfer any of its interest or obligation under this Agreement without the City's written consent. Consultant shall not subcontract its duties under this Agreement without the City's written consent. No sub-consultant will be recognized by City as such; rather, all sub-consultants are deemed to be the agents of Consultant, and Consultant agrees to be responsible for their performance.

G. Consultant warrants that the code will contain all of the currently effective ordinances provided to the Consultant by the City according to instructions from the City's representative.

SECTION 3 - INDEPENDENT CONTRACTOR

The services to be provided to the City as set forth in this Agreement shall be provided by Consultant as an independent contractor as defined in Labor Code 3353, under the control of the City as to the result of the work but not the means by which the result is accomplished, and nothing herein contained shall be construed to make Consultant an agent or employee of the City while providing these services. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement.

SECTION 4 - DUTIES OF CONSULTANT

A. Consultant's Services shall be furnished as described below and as more particularly described in Exhibit "A", Part I Scope of Services. Any changes in the Scope of Services must be approved in advance, in writing, by the City Manager or his designee, or if verbally requested by City, confirmed in writing by Consultant within five (5) working days.

B. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all Services. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

C. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the Services are being performed in accordance with the requirement and intentions of this Agreement.

SECTION 5 - TERM, PROGRESS AND COMPLETION

A. The term of this Agreement shall begin on the date the first written above and shall expire upon completion of the Services or when terminated as provided in Section 8.

B. Consultant shall promptly commence performance of the Services upon execution of this Agreement, and shall diligently pursue performance of the Services until completion.

C. Time is of the essence in the performance of this Agreement.

SECTION 6 - PAYMENT

A. Basic Services.

1. City shall pay Consultant for full and faithful performance of Basic Services the amounts listed on "Exhibit A" Part II Prices and Payment Terms.

2. Payments for various items of service may be modified with approval of City so long as there is no change in the maximum contract amount.

B. Additional Services.

1. City shall pay Consultant for authorized Additional Services on an hourly basis, in accordance with the Pricing and Payment Terms attached hereto as Exhibit A. City shall pay only for Additional Services authorized by the City Manager or his designee in writing or requested verbally by City and confirmed in writing by Consultant within five (5) working days.

2. Consultant and City shall agree upon an estimated not-to-exceed cost for any proposed Additional Services or, in the case of a verbal request, Consultant shall provide City with a written estimated not-to-exceed cost for such Additional Services at least one (1) working day prior to commencing the additional Services. In no event shall City pay for Additional Services made necessary by Consultant's errors or oversights.

C. If CITY disagrees with any portion of a billing, the CITY shall promptly notify Consultant of the disagreement, and the CITY and the Consultant shall attempt to resolve the disagreement. CITY'S payment of any amounts shall not constitute a waiver of any disagreement and CITY shall promptly pay all amounts not in dispute.

D. Consultant shall maintain complete and accurate records of the number of hours worked by persons and Reimbursable Expenses on the Project during each phase under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CITY shall have the right to examine and copy such books and records at all times. Consultant shall permit the CITY to examine and audit those books and records, shall permit the CITY to make copies of those books and records, and shall permit the CITY to inspect all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall provide an understandable breakdown of costs charged to this Agreement.

SECTION 7 - CONFLICT OF INTEREST

Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance

of this Agreement, Consultant shall promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

SECTION 8 - TERMINATION

A. If Consultant at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute its services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

B. If Consultant fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents or other materials (in paper and electronic form) prepared or used by Consultant in connection with the Project and (1) provide any such work, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with this Agreement.

C. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the design work and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Project is completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by City in obtaining review and codification services for the Project, such excess shall be paid by City to Consultant, but, if such expense shall exceed such unpaid balance, then Consultant shall promptly pay to City the amount by which such expense exceeds such unpaid balance. The expense referred to in the last sentence shall include expenses incurred by City in causing the services called for under this Agreement to be provided by others, for attorneys' fees, and for any costs or damages sustained by City by reason of Consultant's default or defective work.

D. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Maximum Contract Amount, which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by City, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, plus (3) Reimbursable Expenses actually incurred by Consultant, as approved by City. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against City or the Project for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 6(E) shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Article and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

SECTION 9- OWNERSHIP OF DOCUMENTS

A. The reports, ordinance reviews, municipal code and other material prepared by or on behalf of Consultant under this Agreement including all drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City, whether the Services or Project is completed or not. Consultant shall deliver all Documents to City upon (1) the substantial completion date of the Services, (2) the date of termination of this Agreement for any reason, or (3) at any time requested by City, upon five (5) days written notice.

B. The Documents may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Consultant to use, such documents, CITY agrees to hold Consultant harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Documents. Consultant shall not be responsible for deficiencies solely attributable to modifications to the Documents performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Documents.

C. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

SECTION 10 – INDEMNITY

A. Claims for Professional Liability – Consultant shall, with respect to all Services performed in connection with this Agreement, defend, indemnify, and hold the City of Stockton, its elected and appointed officers, employees, and volunteers harmless from and against any and all claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, awards, fines, or judgments (collectively, "Claims"), arising from or relating to negligent acts, errors, or omissions in the performance of professional services by Consultant, its subconsultants, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

B. Claims for Other Liability – Consultant shall, with respect to all Services performed in connection with this Agreement, defend, indemnify, and hold the City of Stockton, its elected and appointed officers, employees, and volunteers harmless from and against any and all liens and Claims by firms or individuals claiming through Consultant, and all Claims for compensation, the death or bodily injury to persons, injury to property, or other loss, damage, or expense arising from or related to the Services of Consultant, its subcontractors, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

C. Claims involving intellectual property - In addition to the obligations set forth in (A) and (B) above, Consultant shall indemnify, defend, and hold the City of Stockton, its elected and appointed officers, employees, and volunteers, harmless against any Claim is alleged in which a violation of Intellectual property rights, including but not limited to copyright or patent rights, that arises out of or relates to the Services of Consultant, its subcontractors, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

SECTION 11 - INSURANCE

A. Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits no less than the following amounts:

1. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit;

2. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

3. Professional Liability (errors and omissions) insurance in the minimum amount of \$1,000,000.00 aggregate.

4. Workers Compensation in at least the minimum statutory limits.

5. Employers Liability Insurance, with minimum limits of \$1 million per occurrence.

B. General Provisions:

1. Consultant's general and automobile liability insurance policies shall be endorsed to name the City of Stockton, its elected and appointed officers, employees, and volunteers as additional insureds with respect to this Agreement and the performance of services in this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance.

2. Consultant's general and automobile liability insurance policies shall be endorsed so that they are primary with respect to any insurance or self-insurance programs of CITY, its officers, employees, and volunteers.

3. Before performing any services under this Agreement, Consultant shall provide evidence of the required coverage and limits, and properly executed policy endorsements satisfactory to City.

4. No changes in insurance may be made without the written approval of the City.

SECTION 12 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement of any applicable law or ordinance.

SECTION 13 - COSTS AND ATTORNEYS FEES

Attorney fees in an amount not exceeding Eighty Five Dollars (\$85.00) per hour per attorney, and in total amount not exceeding Five Thousand Dollars (\$5,000.00), shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of the agreement. The above \$5,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this agreement that neither party shall have to pay the other more than \$5,000 for attorneys' fees arising out of an action, or actions to enforce the provisions of this agreement.

SECTION 14 - NON-DISCRIMINATION

Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 15 - MEDIATION

Should any dispute arise out of this Agreement, either party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 16 - LITIGATION

Consultant shall testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City shall compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

SECTION 17 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To City: City of Stockton
 425 North El Dorado Street
 Stockton, CA 95202

To Consultant: Quality Code Publishing
 2100 Westlake Avenue N. Ste. 106
 Seattle, WA 98109

SECTION 18 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument signed by both City and Consultant.

All Exhibits referenced in or attached to this Agreement are incorporated herein by this reference.

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SECTION 19 – GOVERNING LAW

This agreement shall be governed by the laws of the State of California.

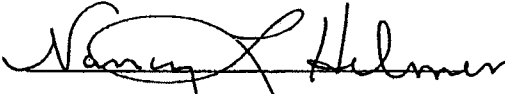
IN WITNESS WHEREOF, CITY and CONSULTANT have executed this agreement the day and year first above written.

CITY OF STOCKTON

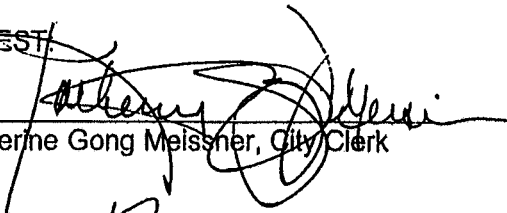
CONSULTANT



J. GORDON PALMER, City Manager

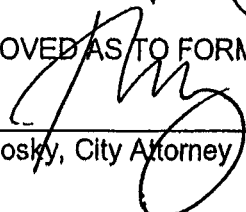


Title: President

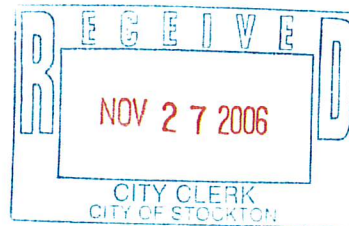
ATTEST


Katherine Gong Meissner, City Clerk

Print Name: Nancy L. Helmer

APPROVED AS TO FORM:


Ren Nosky, City Attorney



C-06-394

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 5th day of December, 2006, by and between the CITY OF STOCKTON, a municipal corporation existing under the laws of the State of California, hereinafter referred to as "City", and Quality Code Publishing, a Washington Corporation, hereinafter referred to as "Consultant."

RECITALS

- A. City desires research, editing, codification, and ordinance publishing services in connection with the work referred to as the Municipal Code (the "Project").
B. City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services and Consultant has offered to provide the required services on the terms and in the manner set forth herein (the "Services").
C. Consultant represents that it is fully licensed and qualified with all professional skills necessary to perform the services described in this Agreement and has special expertise in the performance of research, editing, codification and ordinance publishing services for public agencies of similar scope and complexity as the Services to be performed under this Agreement.

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services subject to this agreement and to be performed by Consultant for the Project is described in Exhibit "A", Scope of Services, attached hereto and incorporated herein.

SECTION 2 - CONSULTANT'S REPRESENTATIONS AND RESPONSIBILITIES

- A. Consultant acknowledges that in entering into this agreement the City is relying upon Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice in the codification services for public projects of similar size, scope and complexity. Consultant agrees to perform the services in accordance with these standards. The acceptance of Consultant's services by City does not operate as a release of Consultant from these obligations.
B. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement. Consultant shall use its best efforts, skill, judgment, and abilities to assist and work with City to perform the Services, to produce the necessary legal review and municipal code supplements, and to further the interests of City in accordance with City's requirements and procedures, each in accordance with professional standards that apply to Consultant.
C. Consultant shall perform the Services in full compliance with applicable federal, state and local laws and regulations in effect at the time such services are rendered (collectively, "Applicable Laws").
D. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. All of Consultant's staff shall be qualified by training and experience to

RFP 06-21

Reso 06-0584

perform their assigned tasks. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-Consultants, if any, and shall keep the Services under its control. If any employee or sub-Consultant of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of City.

E. Consultant shall submit, for City's approval, a team or staffing proposal for the Services, complete with job descriptions, names and previous experience of all personnel.

F. Consultant's services are unique and personal. Consultant shall not assign or transfer any of its interest or obligation under this Agreement without the City's written consent. Consultant shall not subcontract its duties under this Agreement without the City's written consent. No sub-consultant will be recognized by City as such; rather, all sub-consultants are deemed to be the agents of Consultant, and Consultant agrees to be responsible for their performance.

G. Consultant warrants that the code will contain all of the currently effective ordinances provided to the Consultant by the City according to instructions from the City's representative.

SECTION 3 - INDEPENDENT CONTRACTOR

The services to be provided to the City as set forth in this Agreement shall be provided by Consultant as an independent contractor as defined in Labor Code 3353, under the control of the City as to the result of the work but not the means by which the result is accomplished, and nothing herein contained shall be construed to make Consultant an agent or employee of the City while providing these services. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement.

SECTION 4 - DUTIES OF CONSULTANT

A. Consultant's Services shall be furnished as described below and as more particularly described in Exhibit "A", Part I Scope of Services. Any changes in the Scope of Services must be approved in advance, in writing, by the City Manager or his designee, or if verbally requested by City, confirmed in writing by Consultant within five (5) working days.

B. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all Services. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

C. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the Services are being performed in accordance with the requirement and intentions of this Agreement.

SECTION 5 - TERM, PROGRESS AND COMPLETION

A. The term of this Agreement shall begin on the date the first written above and shall expire upon completion of the Services or when terminated as provided in Section 8.

B. Consultant shall promptly commence performance of the Services upon execution of this Agreement, and shall diligently pursue performance of the Services until completion.

C. Time is of the essence in the performance of this Agreement.

SECTION 6 - PAYMENT

A. Basic Services.

1. City shall pay Consultant for full and faithful performance of Basic Services the amounts listed on "Exhibit A" Part II Prices and Payment Terms.

2. Payments for various items of service may be modified with approval of City so long as there is no change in the maximum contract amount.

B. Additional Services.

1. City shall pay Consultant for authorized Additional Services on an hourly basis, in accordance with the Pricing and Payment Terms attached hereto as Exhibit A. City shall pay only for Additional Services authorized by the City Manager or his designee in writing or requested verbally by City and confirmed in writing by Consultant within five (5) working days.

2. Consultant and City shall agree upon an estimated not-to-exceed cost for any proposed Additional Services or, in the case of a verbal request, Consultant shall provide City with a written estimated not-to-exceed cost for such Additional Services at least one (1) working day prior to commencing the additional Services. In no event shall City pay for Additional Services made necessary by Consultant's errors or oversights.

C. If CITY disagrees with any portion of a billing, the CITY shall promptly notify Consultant of the disagreement, and the CITY and the Consultant shall attempt to resolve the disagreement. CITY'S payment of any amounts shall not constitute a waiver of any disagreement and CITY shall promptly pay all amounts not in dispute.

D. Consultant shall maintain complete and accurate records of the number of hours worked by persons and Reimbursable Expenses on the Project during each phase under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CITY shall have the right to examine and copy such books and records at all times. Consultant shall permit the CITY to examine and audit those books and records, shall permit the CITY to make copies of those books and records, and shall permit the CITY to inspect all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall provide an understandable breakdown of costs charged to this Agreement.

SECTION 7 - CONFLICT OF INTEREST

Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance

of this Agreement, Consultant shall promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

SECTION 8 - TERMINATION

A. If Consultant at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute its services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

B. If Consultant fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents or other materials (in paper and electronic form) prepared or used by Consultant in connection with the Project and (1) provide any such work, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with this Agreement.

C. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the design work and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Project is completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by City in obtaining review and codification services for the Project, such excess shall be paid by City to Consultant, but, if such expense shall exceed such unpaid balance, then Consultant shall promptly pay to City the amount by which such expense exceeds such unpaid balance. The expense referred to in the last sentence shall include expenses incurred by City in causing the services called for under this Agreement to be provided by others, for attorneys' fees, and for any costs or damages sustained by City by reason of Consultant's default or defective work.

D. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Maximum Contract Amount, which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by City, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, plus (3) Reimbursable Expenses actually incurred by Consultant, as approved by City. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against City or the Project for any additional compensation or damages in the event of such termination and payment. In addition, the City's right to withhold funds under Section 6(E) shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Article and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

SECTION 9- OWNERSHIP OF DOCUMENTS

A. The reports, ordinance reviews, municipal code and other material prepared by or on behalf of Consultant under this Agreement including all drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City, whether the Services or Project is completed or not. Consultant shall deliver all Documents to City upon (1) the substantial completion date of the Services, (2) the date of termination of this Agreement for any reason, or (3) at any time requested by City, upon five (5) days written notice.

B. The Documents may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Consultant to use, such documents, CITY agrees to hold Consultant harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Documents. Consultant shall not be responsible for deficiencies solely attributable to modifications to the Documents performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Documents.

C. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

SECTION 10 – INDEMNITY

A. Claims for Professional Liability – Consultant shall, with respect to all Services performed in connection with this Agreement, defend, indemnify, and hold the City of Stockton, its elected and appointed officers, employees, and volunteers harmless from and against any and all claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, awards, fines, or judgments (collectively, "Claims"), arising from or relating to negligent acts, errors, or omissions in the performance of professional services by Consultant, its subconsultants, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

B. Claims for Other Liability – Consultant shall, with respect to all Services performed in connection with this Agreement, defend, indemnify, and hold the City of Stockton, its elected and appointed officers, employees, and volunteers harmless from and against any and all liens and Claims by firms or individuals claiming through Consultant, and all Claims for compensation, the death or bodily injury to persons, injury to property, or other loss, damage, or expense arising from or related to the Services of Consultant, its subcontractors, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

C. Claims involving intellectual property - In addition to the obligations set forth in (A) and (B) above, Consultant shall indemnify, defend, and hold the City of Stockton, its elected and appointed officers, employees, and volunteers, harmless against any Claim is alleged in which a violation of intellectual property rights, including but not limited to copyright or patent rights, that arises out of or relates to the Services of Consultant, its subcontractors, agents or employees. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees.

SECTION 11 – INSURANCE

A. Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits no less than the following amounts:

1. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit;

2. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

3. Professional Liability (errors and omissions) insurance in the minimum amount of \$1,000,000.00 aggregate.

4. Workers Compensation in at least the minimum statutory limits.

5. Employers Liability Insurance, with minimum limits of \$1 million per occurrence.

B. General Provisions:

1. Consultant's general and automobile liability insurance policies shall be endorsed to name the City of Stockton, its elected and appointed officers, employees, and volunteers as additional insureds with respect to this Agreement and the performance of services in this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance.

2. Consultant's general and automobile liability insurance policies shall be endorsed so that they are primary with respect to any insurance or self-insurance programs of CITY, its officers, employees, and volunteers.

3. Before performing any services under this Agreement, Consultant shall provide evidence of the required coverage and limits, and properly executed policy endorsements satisfactory to City.

4. No changes in insurance may be made without the written approval of the City.

SECTION 12 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement of any applicable law or ordinance.

SECTION 13 - COSTS AND ATTORNEYS FEES

Attorney fees in an amount not exceeding Eighty Five Dollars (\$85.00) per hour per attorney, and in total amount not exceeding Five Thousand Dollars (\$5,000.00), shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of the agreement. The above \$5,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this agreement that neither party shall have to pay the other more than \$5,000 for attorneys' fees arising out of an action, or actions to enforce the provisions of this agreement.

SECTION 14 - NON-DISCRIMINATION

Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 15 - MEDIATION

Should any dispute arise out of this Agreement, either party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

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To Consultant: Quality Code Publishing
2100 Westlake Avenue N. Ste. 106
Seattle, WA 98109

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This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument signed by both City and Consultant.

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This agreement shall be governed by the laws of the State of California.

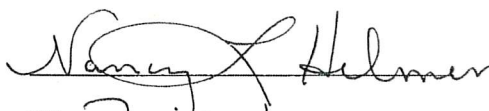
IN WITNESS WHEREOF, CITY and CONSULTANT have executed this agreement the day and year first above written.

CITY OF STOCKTON

CONSULTANT



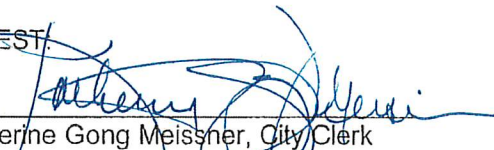
J. GORDON PALMER, City Manager



Title: President

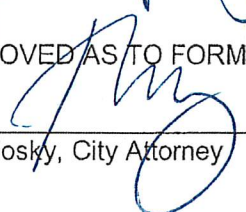
ATTEST:

Print Name: Nancy L. Helmer



Katherine Gong Meissner, City Clerk

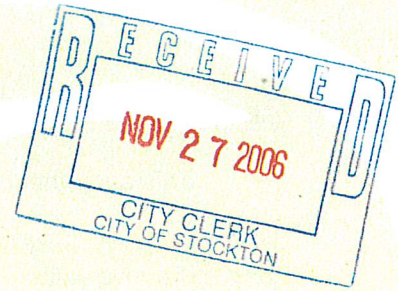
APPROVED AS TO FORM:



Ren Nosky, City Attorney



QUALITY
CODE
PUBLISHING



**PROFESSIONAL
SERVICES
PROPOSAL
FOR
CODE ANALYSIS & REVIEW
FOR
THE CITY OF
STOCKTON, CALIFORNIA**

July 17, 2006

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PROFESSIONAL SERVICES PROPOSAL

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

PART I - SCOPE OF SERVICES

1. PREPARE A COMPREHENSIVE CODE ANALYSIS AND REVIEW.

- 1.1. **Materials.** QCP's attorneys will carefully organize and review the City's materials, including: the City's Charter, if any; all existing ordinances of a general and permanent nature or which impose a fine, penalty or forfeiture; and the City's current code. The City will provide legible copies of all materials necessary for the review.
- 1.2. **Non-codified Ordinances.** The following ordinances which are not of a general and permanent nature will be omitted from the new code unless otherwise mutually agreed upon by QCP and the City: appropriations, franchises, bonds, street vacations, tax levies, special elections, contracts and agreements, rezones, personnel regulations, annexations and traffic schedules. No ordinance will be omitted without the prior approval of the City.
- 1.3. **Charter Comparison.** If applicable, the code and ordinances will be compared against the Charter and Charter amendments, if any, to identify conflicts or discrepancies between provisions.
- 1.4. **Statutory and Case Law Comparison.** Every ordinance and code provision will be compared against state statutes and current federal and state case laws to identify conflicts, inconsistencies, preemptions and other potential problems.
- 1.5. **Internal Comparison.** The code and ordinances will be examined for internal discrepancies such as outdated fees, vague or awkward language, inaccuracies, duplications and conflicts with other ordinances.
- 1.6. **Organization and Numbering System. (Optional)** QCP will propose a plan for the arrangement of prior code sections and ordinances into logical categories such as Titles and Chapters. QCP will also suggest a new, expandable numbering system that will allow for the addition of new material into the code, without the use of fractional numbers for chapters and titles. (The City is not committed to utilizing this organization or numbering system for the codification.)
- 1.7. **Report.** The results of the above will be presented to the City in a written report for review at the convenience of the City's representatives. Where conflicts, problems or inconsistencies are noted, QCP's attorneys will include relevant statutory or case citations, plus specific recommendations for corrective measures. QCP's attorneys will also suggest organizational and editorial changes the City may wish to consider. The City Attorney will review the report in preparation for a conference with QCP's representative.
- 1.8. **Production Schedule.** The final report will be delivered to the City three (3) months after authorization to proceed has been received from the City.

PART II - PRICES AND PAYMENT TERMS

2. **CODE ANALYSIS AND REVIEW** \$2,950.00
3. Shipping and handling will be prepaid by QCP and invoiced to the City upon delivery.
4. If a sales tax is applicable to this work, the amount of such tax will be added to the costs quoted in this contract.
5. Payment Schedule: Balance due upon delivery of the report to the City. Balances which remain unpaid more than 45 days after delivery is subject to a late charge of 1.5% per month.

PART III - RECITATIONS AND SIGNATURES

6. **PERSONNEL.** Only experienced and qualified personnel will be employed in all editorial and codification work. QCP's Customer Relations Representative will consult the City when necessary and will keep the City informed of the progress of all codification work.
7. **WARRANTY.** QCP warrants only that the code will contain all of the currently effective ordinances provided to QCP by the City as revised and amended according to instructions from the City's Representative.
8. **ASSIGNATION, INTEGRATION AND MODIFICATION.** When executed by both QCP and the City, this agreement constitutes the entire agreement between the parties. There are no other agreements or representations not set forth in this agreement. This agreement incorporates all prior negotiations, agreements and representations. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This agreement may not be modified except in writing, signed by QCP and the City.
9. **LAWS OF WASHINGTON TO GOVERN.** This agreement shall be governed by and construed in accordance with the laws of the State of Washington.
10. **WAIVER.** The waiver by any party of a breach of any provision of this agreement or the failure by any party to claim a breach of any provision of this agreement shall not constitute a waiver of any subsequent breach, or change the effect of or make that provision thereafter unenforceable in any way.
11. **ACCEPTANCE.** This quotation and agreement constitutes a proposal by Quality Code Publishing for the performance of the codification services described herein. If this quotation and agreement is executed by the City within 90 days of the date hereof, it shall be a binding contract between QCP and the City.

Submitted July 17, 2006, by

Quality Code Publishing LLC

By Nancy L. Helmer

Nancy L. Helmer
President

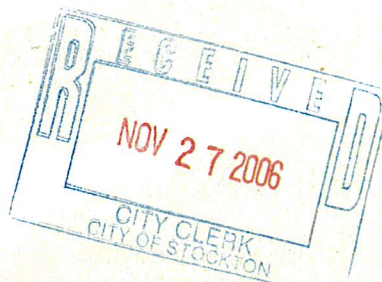
Accepted by the City of Stockton, CA

By [Signature]

Title City Clerk

Date November 20, 2006





**PROFESSIONAL
SERVICES
PROPOSAL
FOR
RECODIFICATION SERVICES
FOR
THE CITY OF
STOCKTON, CALIFORNIA**

July 17, 2006

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PROFESSIONAL SERVICES PROPOSAL

Quality Code Publishing, hereinafter referred to as "QCP," hereby agrees to research, edit, codify and publish the ordinances of the City of Stockton, California hereinafter referred to as "City," according to the following terms and conditions:

PART I - SCOPE OF SERVICES

Upon completion of the Code Analysis and Review, QCP will begin the recodification phase.

1. **EDITORIAL CONFERENCE.** QCP will schedule an editorial conference with the City Attorney or authorized City representatives to discuss:
 - 1.1. **Issues.** Issues will include all inconsistencies and conflicts set out in the analysis.
 - 1.2. **Solutions.** Specific suggestions will be offered for amendatory action to resolve the issues discussed.
 - 1.3. **Implementation.** The City Attorney has ultimate decision-making authority for solutions and implementation.
 - 1.4. **Editorial procedures.** The editorial procedures for stylistic editing of the code manuscript, the indexing format, and various production issues will be reviewed.
 - 1.5. **Code structure.** The code's proposed structure will be reviewed and appropriate changes made.
 - 1.6. **Editorial cutoff date.** At the conclusion of the conference, a mutually agreed cutoff date will be established. All new enactments received at QCP by this date will be included in the code. Ordinances received after this date may be held for the first supplement.
2. **CONFERENCE MEMORANDUM.** Immediately following the conference, QCP will send a conference memorandum to the City, summarizing the decisions reached during the conference.
3. **EDITORIAL WORK.**
 - 3.1. Under the direction of QCP's attorneys, the editorial staff will prepare the code for publication by organizing the code materials as agreed during the conference. All amendments and new ordinances will be incorporated into their proper places and repealed provisions will be deleted from the code text.
 - 3.2. The code will be carefully edited for proper code style, grammar and punctuation, as well as for numerical and editorial consistency. Where necessary, the language of existing ordinances will be converted into concise, modern and proper language. No substantive changes will be made in the language of the code without the authorization of the City.

4. **EDITORIAL FEATURES.** The code will contain the following features to make it easy to use:
- 4.1. **Expandable Numbering System.** If authorized by the City, QCP will use a practical, expandable numbering system in the code. This numbering style makes it easy to locate information quickly and will accommodate new material without interrupting the integrity or sequence of the system.
 - 4.2. **Technical codes.** Technical codes which have been adopted by reference--e.g., building, plumbing, electrical, and similar technical codes--will be excluded from the City code unless the City's representative directs QCP to include such technical codes. Ordinances adopting such technical codes by reference shall be included and classified in appropriate sections of the City code.
 - 4.3. **History Notes.** Each code section will include a notation showing the origin of the section, and any amendments made thereto.
 - 4.4. **Cross references and footnotes.** Cross references will be prepared to tie together related sections of the new code. Proper explanation will also be made in the form of footnotes to relevant provisions of the code.
 - 4.5. **Charter references.** Charter references will be prepared to tie together related sections of the Charter and new code.
 - 4.6. **Catchlines.** Each code section will begin with a "catchline" which summarizes the contents of that section.
 - 4.7. **Table of Contents.** The code will include a general Table of Contents listing the titles contained therein; each Title will contain a table showing the chapters it includes; each chapter will list the number and catchlines of the sections it includes.
 - 4.8. **Statutory Reference Table.** This lists state laws which pertain to, or affect, the City's local code provisions.
 - 4.9. **Ordinance List.** Tables showing the disposition of each City ordinance will be prepared and included in the code volume. Repealed and omitted special ordinances will be so noted.
 - 4.10. **Prior Code Cross Reference Table.** If QCP reorganizes material from the City's previous code, QCP will include a table of prior code sections and their location in the new code. (These are sometimes referred to as Comparative Tables.)
 - 4.11. **Editorial omissions.** Only the substantive provisions of each ordinance will be codified. Provisions such as the title, ordaining clause and attestation clause of each ordinance will be omitted to the extent permitted by law.
5. **INDEX.** QCP's experienced legal indexers will prepare a new general alphabetical subject index, referencing each section of the code. Additionally we will use the terminology of the City's ordinances, common synonyms that our indexers have developed over 20 years' experience and local terminology or "buzz-words" used by the City. Our indexes are specifically designed to remain accurate after the code is supplemented, with minimal reprinting.

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

7. **PUBLICATION.**

7.1. **Stock.** The code will be printed on 20 lb. white bond paper or equivalent. The City may elect to have the code printed on one side of each sheet of paper, or on both sides. (Note: a page is one side of a sheet of paper.)

7.2. **Page format.** The page style will be consistent with the format chosen by the City: 8½ x 11 inches, single or double column, (samples attached).

7.3. **Printing.** QCP will print the number of copies specified by the City. Additional copies of the entire code, or portions thereof, may be ordered by the City as they are needed.

8. **PRODUCTION SCHEDULE.**

City's Review of Report and Editorial Conference	1 month
City Amendatory Action.....	2 months
Manuscript Preparation.....	4 months
Printing and Binding.....	2 months
Total of Publisher's Time.....	9 months

9. **ELECTRONIC COPY OF THE CODE ON CD-ROM.** QCP will provide the City with one copy of the revised code on CD-ROM in MS WORD. RTF files can also be provided upon request.

10. **ADOPTION ORDINANCE.** After delivery of the code, QCP will provide a sample ordinance with suggested language for the adoption of the new code.

11. **SALE OF CODES.** The City has exclusive rights to sell copies of the completed codes and looseleaf supplements.

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

12.1. **Editing.** QCP will organize the new ordinances by subject and will insert all amendments into their proper places in the code text. Provisions that have been repealed will be deleted from the code text.

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

12.3. **Publish Supplement Pages.** The revised pages will be typeset to match the style and format of the code. The supplement will be printed in the quantity specified by the City.

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

- 12.5. **Electronic Copy of Code on CD-ROM.** QCP will provide the City with one copy of the revised code on CD-ROM in MS WORD after each supplement. RTF files can also be provided upon request.
- 12.6. **Frequency.** The City may choose to supplement the code quarterly, semi-annually, annually, or on an "as-needed" basis. The City may change the supplement interval at any time. Frequency of supplementation does not affect the supplement rate.
- 12.7. **Supplement Turn-around time.** Time is of the essence. For the laws of the City to be effective, they must be accessible and easily available to the public. It is the intention of the company, with the cooperation of the City, to deliver each regularly scheduled supplement to the City within 30-45 days after the established supplement cutoff date.
- 12.8. **Termination.** The City may terminate the supplement service by canceling in writing at least 60 days prior to the editorial cutoff date for any regularly scheduled supplement.

PART II - OPTIONAL SERVICES

13. **ELECTRONIC PUBLISHING & INTERNET SERVICES.** QCP will create a searchable Internet database for posting on QCP's website with a link to the City's site. As the code is updated, QCP will post the changes to your code on the Internet at the same time that QCP sends the City its printed supplements. QCP's online codes feature a robust full-text search engine utilizing advanced Boolean operators, wildcards, exact-phrase searching, and allow control over how results are ranked. Search results are displayed by code section, and search results feature search-term highlighting. A simplified user interface is also provided to allow the less-advanced user to easily create and combine "and," "or," and phrase search expressions. QCP's on-line service provides the user with the option of viewing and printing the code by either chapter or section. Another standard feature of QCP's on-line codes is in the Statutory Reference Table which includes a "link" directly to the appropriate California State Statute. An example of QCP's Internet services can be viewed at www.qcode.us/codes/sacramento/. No license is required for the browse and search options.

QCP's Internet search facility, as well as our Web storage and delivery system, is custom-tailored to municipal code publication. The software is built upon the MySQL database server, the world's most popular open-source database software. MySQL is installed on more than 5 million web servers worldwide, and is used by organizations such as The Associated Press, Google and NASA. MySQL is renowned for its high speed, reliability, and compliance with industry standards.

- 13.1. **CODEALERT (Optional).** CodeAlert is an on-demand updating service that is designed to work in conjunction with the Internet copy of the City's Code. CodeAlert notifies the code user that a code section has been amended and provides a list of ordinances that have been passed, but not yet incorporated into the code. Sections of the code that have been affected by an adopted ordinance will contain a warning at the beginning of the section with a link to both the ordinance and the CodeAlert page. This service assures the viewer the most accurate, up-to-date version of the code, no matter how frequently you choose to supplement. An example of our CodeAlert services can be viewed at www.qcode.us/codes/sacramento/.

- 13.2. **Code on CD-ROM.** Subscribers to our electronic publishing services will receive an electronic copy of the code on CD. The CD will contain the entire code in MS-Word format, as well as a version that can be searched directly from the CD. At present, QCP uses Adobe PDF for this purpose, which can be viewed, searched, and printed using the freely available Adobe Reader software. File format and software are subject to change to allow for improved technology, but no additional software licenses will be required to use the CD.

PDF files containing the exact images of pages published by QCP are also included on the CD. QCP-published pages may be reproduced by printing these files from Adobe Reader. Familiarity with creating 2-sided documents on your printer may be needed to duplicate actual code pages.

14. **BINDERS AND TABBED DIVIDER PAGES.** QCP can provide customized, heavy duty, expandable post binders. Binders are available in a selection of colors and will be imprinted on the cover and spine with an appropriate title. The City may also add a seal, logo or other artwork to the binder covers. Other binder styles, including D-Ring or 3-Ring binders in any quantity, are

also available. Customized tabbed divider pages designating the individual titles are also available.

15. **REPRINTS.** Additional copies of individual code titles such as zoning and traffic are available at an extra cost. They may be ordered with printed paper covers or separate binders. Prices can be provided upon request.

PART III - PRICES AND PAYMENT TERMS

CODIFICATION SERVICES

16. RECODIFICATION.

One or Two-column page style, initial 1400 pages (10 copies) \$27,300.00
 Additional pages, if any, per page \$19.50

17. One copy of the Code on CD-ROM \$25.00

18. Partial pages will be charged as full pages. There is no charge for blank pages.

SUPPLEMENT SERVICES

19. Supplement charge per page (10 copies) \$19.50

20. Electronic copy of the code after each supplement on CD-ROM \$25.00

21. Shipping and handling will be prepaid by QCP and invoiced to the City upon delivery.

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

23. Payment Schedule: Balance due upon delivery of the recodified codebooks to the City. Balances which remain unpaid more than 45 days after delivery of the codebooks are subject to a late charge of 1.5% per month.

PART III - PRICES AND PAYMENT TERMS CONTINUED

OPTIONAL SERVICES

24. ELECTRONIC PUBLISHING SERVICES.

Initial data conversion.....	N/C
Database updating, per supplement (up to 50 pages)	\$75.00
Additional cost per page, if any, over 50 pages.....	\$1.00
One copy of the Code on CD-ROM.....	\$25.00

25. INTERNET SERVICES.

One-time Set-up Fee.....	\$75.00
Monthly Storage and Maintenance Fee	\$40.00

26. CODEALERT.

Monthly updating.....	\$25.00
Charge per ordinance (codifiable ordinances)	\$30.00
Charge for ordinances (non-codifiable/special) (if ordinance is attached) ¹	\$15.00

27. BINDERS customized, D-Ring or 3-Ring, \$32.00 each, 10 binders (optional) \$320.00

28. TABBED DIVIDER PAGES 10 sets (optional) \$300.00

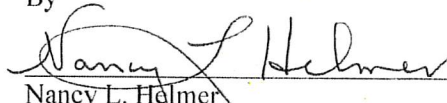
¹ There is **no charge** for non-codifiable/special ordinances if only the ordinance number is listed on the CodeAlert page, but the actual ordinance is not attached.

PART IV - RECITATIONS AND SIGNATURES

29. **PERSONNEL.** Only experienced and qualified personnel will be employed in all editorial and codification work. QCP's Customer Relations Representative will consult the City when necessary and will keep the City informed of the progress of all codification work.
30. **WARRANTY.** QCP warrants only that the code will contain all of the currently effective ordinances provided to QCP by the City as revised and amended according to instructions from the City's Representative.
31. **ASSIGNATION, INTEGRATION AND MODIFICATION.** When executed by both QCP and the City, this agreement constitutes the entire agreement between the parties. There are no other agreements or representations not set forth in this agreement. This agreement incorporates all prior negotiations, agreements and representations. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This agreement may not be modified except in writing, signed by QCP and the City.
32. **LAWS OF WASHINGTON TO GOVERN.** This agreement shall be governed by and construed in accordance with the laws of the State of Washington.
33. **TIME FOR COMPLETION.** Time is of the essence. It is the intention of the company, with the cooperation of the City, to deliver the republished codes to the City within nine (9) months of the receipt of codification material from the City. Should delivery be delayed because of the City's delay in performing its duties according to this contract, the Company shall have the right to increase the final cost of the code to compensate for any increase in labor, materials or overhead costs.
34. **WAIVER.** The waiver by any party of a breach of any provision of this agreement or the failure by any party to claim a breach of any provision of this agreement shall not constitute a waiver of any subsequent breach, or change the effect of or make that provision thereafter unenforceable in any way.
35. **DURATION OF QUOTATION/SIGNATURES.** This quotation and agreement constitutes a bid by Quality Code Publishing for the performance of the codification services described herein. If this quotation and agreement is executed by the City within 90 days of the date hereof, it shall be a binding contract between QCP and the City.

Submitted July 17, 2006, by
Quality Code Publishing

By


Nancy L. Helmer
President

Accepted by the City of Stockton.

By 

Title City Clerk

Date November 20, 2006



PART V – SAMPLE PAGE

PAGE STYLE COMPARISON

Please note, both page samples have been set with the same text for easy comparison. They have also been set in the three tiered numbering system utilized by QCP.

All codification companies charge per printed page. With this in mind, it is important to compare actual page samples as well as costs per page when evaluating proposals. This enables the City to compare apples to apples.

For example, a proposal may have a lower price per page but the page sample has less words per page resulting in more pages and a higher total cost.