



Agenda Item B.2
CONSENT CALENDAR
Meeting Date: May 20, 2008

TO: Mayor and Councilmembers

FROM: Dan Singer, City Manager

CONTACT: Deborah Constantino, City Clerk
Michelle Greene, Administrative Services Director
Jaime Valdez, Management Analyst

SUBJECT: Codification Services for the City of Goleta

RECOMMENDATION:

- A. Award a professional services agreement in the amount of \$26,975 to Quality Code Publishing for codification and maintenance services for a 5-year term; and
- B. Authorize the City Manager to execute said agreement; and
- C. Allocate an additional \$ 3,075 for FY 07-08 to account 101-1300-500 to fund said agreement.

BACKGROUND:

Upon incorporation, the City of Goleta adopted the Santa Barbara County Municipal Code, pending the adoption of the City's own Municipal Code. The Santa Barbara County Code is a compilation of ordinances (rules, regulations or standards) which the City of Goleta adopted by reference on February 2, 2002 and then ratified on June 17, 2002 through City of Goleta Ordinance 02-22. Since that time, the City of Goleta has adopted 85 ordinances which require placement in the City Municipal Code. Codification will allow the City to establish its' own Municipal Code.

The Code is used or referred to daily by City staff, the public, City Council, and Commissioners. The Santa Barbara County Code is available only in a limited number of hard copies; and is not available electronically or on the Internet.

The codes adopted by the City of Goleta are grouped in forty five chapters (referred to as "Titles") that cover a broad range of City activities such as Administration, Firearms, and Personnel. Municipal Codes and the periodic updates or supplements are typically composed and printed by specialized commercial publishers. Throughout the year, the City Clerk's office would forward all new ordinances to the code publisher to add, delete, or change the code sections as prescribed by the ordinances, reprint the pages, and distribute the revised and affected sections. Supplements are generally done annually, semi-annual, or quarterly. Staff recommends semi-annual supplement updates of the code.

Given the sheer volume of the Code, the scope of changes needed to upgrade it, the technical services/skills required, and limited City staff resource it is recommended that the City contract for professional codification services.

DISCUSSION:

On February 26, 2008, staff sent a Request for Proposals (RFP) to six (6) firms recognized to have substantial experience with codification. Three proposals were received and evaluated.

The three proposals received include analysis of the existing code and ordinances, total re-codification of the existing code, and 10 hard copies of the Code. This also includes the Code on disk. The proposal also includes an option to “host” the code online on the internet via a link to the City’s website.

The online code would be HTML with a comprehensive search capability. The Codifier will provide all technical support needed to establish and maintain the internet link. As the code is updated, Codifier will post the changes to the code on the internet at the same time that the printed supplements are sent to the City. The online code allows the user to view/print the code by chapter or section. Another standard feature of the online code is the Statutory Reference Table which includes a direct link to the corresponding California State Statute.

Staff also recommends the addition of “Code Alert” at an annual cost of \$300.00 per year plus a per ordinance charge of \$30.00 to list all ordinances received by the publisher since publication of the last printed code supplement. This allows the user to know that there are ordinances that remain to be codified, which are not yet in either the print or online editions of the code. The online version would be marked with a “Code Alert” message at the top of all sections that are affected by these ordinances.

As a part of the codification project, the codifier will research the provisions of the current Code and subsequent ordinances to determine if there are internal discrepancies, vague or awkward language, inaccuracies, duplications, inconsistencies, conflicts or obsolete provisions. The codifier will schedule an editorial conference with the City Attorney or authorized City representative to discuss:

- Inconsistencies and conflicts identified;
- Suggestions to resolve issues raised;
- Role of the City attorney as the final authority for changes;
- The editorial procedures for stylistic editing of the code manuscript, the indexing format, and various production issues will be reviewed;
- The proposed codes structure;
- Sample ordinance language wherever possible to assist with the drafting of new and amendatory legislation;
- A mutually agreed cutoff date for enactments to be included in the code. Ordinances received after this date may be held for the first supplement.

Following are the initial costs and estimated 5-year service costs from each of the three proposers:

Company Name	Initial Codification cost	Annual Web-Site Hosting Services (HTML)	5-Year Web Site Hosting Services
American Legal Publishing	\$24,950	395.00	1,975.00
Code Publishing	\$20,175	350.00	1,750.00
Quality Code Publishing	\$23,075	480.00	2,400.00

City staff and the Ordinance Review Committee met on May 8th to evaluate the three proposals received. As a result, Quality Code Publishing was determined to be the preferred provider based upon qualifications, references, responsiveness to the RFP, and comprehensiveness of the proposal.

With the ever-increasing use of the Internet and electronic communication, it is highly desirable that our local regulations be available electronically. Such access is more efficient for staff, and can be of great use to the online public. This increased access to the code, encourages greater public participation and improves communication.

Staff recommends Quality Code Publishing to be awarded the initial codification project, as well as the five-year service agreement. This will provide the comprehensive City Municipal Code in addition to City's Municipal Code on a website hosted by the code publisher and linked to the City's website.

GOLETA STRATEGIC PLAN:

The Codification project is consistent with the Goal in the Goleta Strategic Plan entitled, "Develop and Improve Communication to Community", as well as the Objective "Codify all City Codes" and moves the City closer towards realizing its vision as defined within the City's Strategic Plan.

FISCAL IMPACTS:

The initial codification service cost is approximately \$23,075. This amount may be slightly more or less depending on the number of pages in the final Code.

The annual maintenance services and updates are estimated at \$1,050.00 per year, which may vary depending on the number of ordinances to be codified, and the size of the annual supplements. This amount will be included in the City Clerk's annual budget for maintenance of the municipal code.

Staff recommends the following:

Quality Code Publishing	Initial Codification cost
	\$23,075

It is recommended that the agreement provide for one-time codification cost at an amount not to exceed \$23,075. The current FY 07/08 budget currently has an allocation of \$20,000 for this project. An additional one time allocation of \$3,075 is required to account 101-5-1300-500.

In addition, the agreement would provide for a 5-Year ongoing service agreement to maintain the code and provide updates at the rates included in the scope of services. No allocation is necessary for FY 08/09; however, allocations will be required for the following 5-year period.

Year 1 Web Site Hosting/Code Alert	Year 2 Web Site Hosting/Code Alert	Year 3 Web Site Hosting/Code Alert	Year 4 Web Site Hosting/Code Alert	Year 5 Web Site Hosting/Code Alert
\$780.00	\$780.00	\$780.00	\$780.00	\$780.00

ALTERNATIVES:

Council could choose to defer action on Codification services at this time, however, doing so could most likely result in higher costs, as over time additional ordinances will require codification and the codifiers cost would most likely escalate.

Submitted By:

Reviewed By:

Approved By:

Deborah Constantino
City Clerk

Michelle Greene
Administrative
Services Director

Daniel Singer
City Manager

ATTACHMENTS:

1. Proposal from Quality Code Publishing
2. Draft Agreement
3. Proposed Cost Comparison
4. Request for Proposals

ATTACHMENT 1

Proposal from Quality Code Publishing



QUALITY
CODE
PUBLISHING

**PROFESSIONAL
CODIFICATION
SERVICES
PROPOSAL
FOR
THE CITY OF
GOLETA, CALIFORNIA**

March 25, 2008

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PROFESSIONAL SERVICES PROPOSAL

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

PART I - SCOPE OF SERVICES

Upon receipt of the notice to proceed, QCP shall:

1. PREPARE A COMPREHENSIVE CODE ANALYSIS AND REPORT.

- 1.1. **Materials.** QCP's attorneys will carefully organize and review the City's materials, including: the City's Charter, if any, and all existing ordinances of a general and permanent nature or which impose a fine, penalty or forfeiture. 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, relevant, 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. **Code structural plan.** 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.
- 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.

2. **EDITORIAL CONFERENCE.** QCP will schedule an editorial conference with the City Attorney or authorized City representatives to discuss:
 - 2.1. **Issues.** Issues will include all inconsistencies and conflicts set out in the analysis.
 - 2.2. **Solutions.** Specific suggestions will be offered for amendatory action to resolve the issues discussed.
 - 2.3. **Implementation.** The City Attorney has ultimate decision-making authority for solutions and implementation.
 - 2.4. **Editorial procedures.** The editorial procedures for stylistic editing of the code manuscript, the indexing format, and various production issues will be reviewed.
 - 2.5. **Code structure.** The code's proposed structure will be reviewed and appropriate changes made.
 - 2.6. **Sample ordinance service.** QCP will provide sample ordinance language wherever possible to assist with the drafting of new and amendatory legislation.
 - 2.7. **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.
3. **CONFERENCE MEMORANDUM.** Immediately following the conference, QCP will send a conference memorandum to the City, summarizing the decisions reached during the conference.
4. **EDITORIAL WORK.**
 - 4.1. 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.
 - 4.2. 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.
5. **EDITORIAL FEATURES.** The code will contain the following features to make it easy to use:
 - 5.1. **Expandable numbering system.** QCP will incorporate the expandable numbering system in the code as suggested in the CSP and approved by the City. This numbering style makes it easy to locate information quickly and will accommodate new material without interrupting the integrity or sequence of the system.
 - 5.2. **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.

- 5.3. **History notes.** Each code section will include a notation showing the origin of the section, and any amendments made thereto.
 - 5.4. **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.
 - 5.5. **Charter references.** Charter references will be prepared to tie together related sections of the Charter and new code.
 - 5.6. **Catchlines.** Each code section will begin with a "catchline" which summarizes the contents of that section.
 - 5.7. **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.
 - 5.8. **Statutory reference table.** This table lists state laws which pertain to, or affect, the City's local code provisions.
 - 5.9. **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.
 - 5.10. **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.
6. **INDEX.** QCP's experienced legal indexers will prepare a 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.
 7. **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.
 8. **PUBLICATION.**
 - 8.1. **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.)
 - 8.2. **Page format.** The page style will be consistent with the format chosen by the City: 8½ x 11 inches, one or two-column. (Samples attached).
 - 8.3. **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.

9. **PRODUCTION SCHEDULE.**

Preparation of Code Analysis and Report.....	3 months
City's Review of Report and Editorial Conference.....	1 month
City Amendatory Action.....	2 months
Manuscript Preparation.....	4 months
Printing and Binding.....	1 month
Total of Publisher's Time.....	8 months

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 - ADDITIONAL AND OPTIONAL SERVICES

13. **ELECTRONIC PUBLISHING AND INTERNET SERVICES.** QCP will create a searchable Internet database for posting on QCP's website with a link to the City's site. We will provide all technical support needed to establish and maintain the Internet link. As the code is updated, we will post the changes to your code on the Internet at the same time that we send your printed supplements. Our 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. Our 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 the Statutory Reference Table which includes a 'Link' directly to the appropriate California State Statute. An example of our Internet services can be viewed at www.qcode.us/codes/santamonica/. No license is required for the browse and search options.

Our 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.
- 13.2. **Code on CD-ROM.** Subscribers to our electronic publishing services will receive an electronic copy of the code on CD after each printed supplement. The CD will contain the entire updated code in MS Word format. File format and software are subject to change to allow for improved technology, but no additional software licenses are required to use the CD.

PDF files containing the exact images of supplement 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.** QCP will provide customized, D-Ring or 3-Ring Binders or 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 at no additional charge. Other binder styles, such as D-ring or 3-ring vinyl binders are also available. Pricing for vinyl binders depends on the quantity ordered and is available upon request.

15. **TABBED DIVIDER PAGES.** If requested, QCP can provide customized tabbed divider pages designating the individual titles.
16. **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

17.	One or two-column page style, initial 600 pages (10 printed copies).....	\$13,500.00
	Over/Under Page Rate, per page	\$17.50
18.	Charge for partial pages	\$17.50
19.	Charge for blank pages	\$0.00
20.	Extra charge for special pages (tables, maps, diagrams, charts, etc.) per page.....	\$0.00
21.	Additional copies of the code may be ordered, per impression charge.....	\$0.10
22.	Supplement charge per page (10 printed copies)	\$17.50
	Annual Editorial Fee.....	N/C
23.	Binders (D-ring or 3-ring heavy-duty) 10 @ \$35.00 per binder	\$350.00
	Binders (Expandable, post, heavy-duty) 10 @ \$60.00 per binder.....	\$600.00
	Binders (D-ring or 3-ring vinyl)	available upon request
24.	Standard tabbed dividers for each printed code copy (25 minimum order)..... (Instructions, Code, Tables, Statutory References and Index)	\$125.00
25.	Custom tabbed dividers (optional--25 sets minimum order).....	\$300.00
26.	Shipping costs	FOB-Seattle

ADDITIONAL AND OPTIONAL SERVICES

27.	Copy of code on CD-ROM.....	\$25.00
28.	Copy of code on CD-ROM after each supplement.....	\$25.00
29.	ELECTRONIC PUBLISHING AND INTERNET SERVICES.	
	Initial Data Conversion	\$0.00
	One-time setup fee on Internet	\$75.00
	Internet monthly storage and maintenance fee.....	\$40.00
	Database updating, per supplement (up to 50 pages).....	\$75.00
	Additional cost per page, if any, over 50 pages.....	\$1.00
30.	CODEALERT (Optional).	
	Monthly updating.....	\$25.00
	Additional charge per ordinance.....	\$30.00

- 31. If a sales tax is applicable to this work, the amount of such tax will be added to the costs quoted in this contract.
- 32. Payment Schedule: Balance due upon delivery of the 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.
- 33. **COMPENSATION/PAYMENT SCHEDULE.**


Upon delivery of the Code Analysis and Review \$3,000.00
Upon delivery of completed Goleta Municipal Code..... Balance

PART IV - RECITATIONS AND SIGNATURES

- 34. **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.
- 35. **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.
- 36. **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 9-12 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, QCP shall have the right to increase the final cost of the code to compensate for any increase in labor, materials or overhead costs.
- 37. **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.
- 38. **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 March 25, 2008, by
Quality Code Publishing

By


Nancy L. Helmer
President

Accepted by the City of Goleta, CA

By _____

Title _____

Date _____

PART V - SAMPLE PAGES

The attached sample pages are provided to illustrate how not all two-column and one-column pages style are the same. Depending on the point size, leading, margins and font, the number of words per page can vary significantly.

Although we offer page styles with more words per page, we usually do not recommend these page styles if it appears the republished code will be less than 1000 pages as the code will still easily fit into one binder.

Attached are three sample pages marked, in the right-hand bottom corner, as follows:

- QCP Page Sample – 2c550 – This is the page style used most often for small to medium sized codes. Other codifiers use a similar page style.
- QCP Page Sample – 1c550 – This is also a page style we offer and again, it is the style most often used by other codifiers. The one-column page style is the style preferred by most Planning Departments for the Zoning Code as a one-column format more easily accommodates the many tables, charts, maps and diagrams typically found in Zoning Codes.
- QCP Page Sample – 1c550HI – QCP created this page style specifically for Planning Departments. In this page style the subsection lettering and numbering is progressively indented for easy readability. We do not recommend this page style in a two-column style as the columns can become very narrow and difficult to read.

Please note, all three page styles have been set with the same text for easy comparison. They have also been set in the same three-tiered numbering system utilized by QCP and as requested by the City in the RFP.

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 because the page sample upon which the proposal is based has fewer words per page. Ultimately, this results in more pages, so even though the per-page cost is lower, the result is a higher total cost for the project.

ATTACHMENT 2

Draft Agreement

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GOLETA
AND
QUALITY CODE PUBLISHING**

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**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GOLETA
AND
QUALITY CODE PUBLISHING**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this 20th day of May 2008, by and among the City of Goleta, a California municipal corporation ("CITY") and Quality Code Publishing, a California corporation, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (5) years from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT. It is specifically agreed that Nancy Helmer shall be the individual responsible for providing services throughout the term of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and

made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Six Thousand Nine Hundred and Seventy Five dollars (\$26,975), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon

completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly

conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the

performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall

not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify

INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work

as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Daniel Singer
City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, California 93117

To CONSULTANT: Quality Code Publishing
Attention: Nancy Helmer, President
2100 Westlake Avenue N., Suite 106
Seattle, WA 98109
206 216-9500

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The

parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 29. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 30. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 31. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable,

the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF GOLETA

By _____
Daniel Singer, City Manager

APPROVED AS TO FORM:

Julie Hayward Biggs, City Attorney

CONSULTANT:

By _____
(Authorized Officer)

By _____
(Authorized Officer)

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Counsel, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.

(4) Errors and omissions liability insurance appropriate to the CONSULTANT's profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to _____.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

ATTACHMENT 3
Proposed Cost Comparison

CODIFICATION RFP COST COMPARISON

No.	Item	American Legal	Quality Code	Code Publishing Co.
17	Double Column Page			
	Initial pages	1100	1100	1100
	Single Column or Double Column	Double	Single or Double	Double
	Total Cost for Initial Pages	\$ 24,950.00	\$ 22,250.00	\$ 19,800.00
	Over/Under Page Rate per Page	\$ 21.00	\$ 17.50	\$ 18.00
18	Charges for Partial Pages	\$ 21.00	\$ 17.50	\$ 18.00
19	Charge for Blank Pages	\$ -	\$ -	\$ -
20	Extra Charge for Special Pages (charts, tables, diagrams etc.)	\$ -	\$ -	\$ 15.00
21	Additional Copies of Code			
	with binder	\$ 60.00	n/a	n/a
	without binder	\$ 40.00	n/a	n/a
	additional copies per impression charge	n/a	\$ 0.10	n/a
	additional copies per impression charge (includes shipping)	n/a	n/a	\$ 0.10
22	Supplement Cost			
	Supplement Charge per Page	\$ 21.00	\$ 17.50	see below
	Annual Editorial Fee	\$ -	\$ -	\$ -
	Editorial charge per page	n/a	n/a	\$ 19.50
	Graphics, etc. charge per page	n/a	n/a	\$ 15.00
	Electronic charge per page	n/a	n/a	\$ 2.25
	Print charge per page	n/a	n/a	\$ 0.10
23	Binders (10)	\$ -	n/a	n/a
	Binders in excess of 10	\$ 15.00	n/a	n/a
	Costs for binders for individual titles (each)	n/a	n/a	\$ 12.00
	Binders (D-Ring or 3 Ring, Heavy Duty) \$35 each	n/a	\$ 350.00	n/a
	Binders (Expandable, Post, Heavy Duty) \$60 each	n/a	\$ 600.00	n/a
	Binders (D-Ring or 3 Ring, Vinyl) available upon request	n/a	n/a	n/a
	Binders (D-Ring or 3 Ring, Heavy Duty) \$12 each	n/a	n/a	\$ 120.00
	Binders (Expandable, Post, Heavy Duty) \$90 each (min order 25)	n/a	n/a	\$ 2,250.00
24	Standard tabbed dividers for each printed code copy	\$ -	n/a	\$ 375.00
	Dividers in excess of 10	\$ 15.00	n/a	n/a
	Standard dividers (25 min order)	n/a	\$ 125.00	n/a
	Custom dividers (optional-25 sets min order)	n/a	\$ 300.00	n/a
25	Shipping Costs	UPS Ground	FOB-Seattle	Included with print
	OPTIONAL SERVICES			
26	Copy of code on Disk/CD-ROM	\$ -	\$ 25.00	PDF included
27	Charge for updated Disk/CD-ROM of code w each supplement	\$ -	\$ 25.00	PDF included
28	Internet Options			
	Initial charge for conversion into Folio	\$ 1,295.00	n/a	\$ 250.00
	Hosting on internet for continuous updating per year	\$ 395.00	n/a	\$ 500.00
	Supplements in Folio per page	\$ 1.95	n/a	n/a
	Initial Data Conversion	n/a	\$ -	n/a
	One-time setup fee on Internet	n/a	\$ 75.00	n/a
	Internet annual storage and maintenance fee	n/a	\$ 480.00	n/a
	Database updating, per supplement (up to 50 pages)	n/a	\$ 75.00	n/a
	Additional cost per page, if any, over 50 pages	n/a	\$ 1.00	n/a
	CODEALERT, Monthly Updating (access)	n/a	\$ 25.00	n/a
	CODEALERT, Addtl charge per ordinance	n/a	\$ 30.00	n/a
	Sales Tax if applicable	n/a	actual	n/a
	Initial charge for conversion into HTML	n/a	n/a	\$ -
	Hosting on internet for continuous updating per year	n/a	n/a	\$ 350.00

CODIFICATION RFP EVALUATION

Weight	Item		American Legal	Quality Code	Code Publishing Co.
30%	Price/Cost				
	Initial Outlay	20%	1.67	2.00	2.33
	Included vs. Separate Charges	20%	2.67	2.33	1.00
	Maintenance & Upgrades	20%	2.00	2.33	1.67
	In-house vs. Outsource Hosting	20%	3.00	3.00	3.00
	Timeline & Schedule	20%	1.33	2.33	2.33
	Price/Cost TOTAL	100%	2.13	2.40	2.07
30%	Reputation				
	Legal Expertise	25%	3.00	2.00	1.00
	JD Reviewed or "Legal Editor" Reviewed	25%	3.00	2.00	1.00
	Length of Time	25%	2.67	2.00	1.67
	Number of Cities	25%	2.00	1.67	2.33
	Reputation TOTAL	100%	2.67	1.92	1.50
25%	Ease of Use				
	Search Functions	25%	1.67	3.00	1.33
	Cross Referencing & Indexing	25%	2.00	3.00	1.00
	Updating	25%	2.00	3.00	1.00
	Customer Service	25%	2.00	3.00	1.00
	Ease of Use TOTAL	100%	1.92	3.00	1.08
15%	Aesthetic Appearance				
	Tangible (Binder & Tabs)	50%	2.67	2.33	1.00
	Virtual (Online & Electronic)	50%	1.67	3.00	1.33
	Aesthetics TOTAL	100%	2.17	2.67	1.17
100%	OVERALL WEIGHTED SCORE (TOTAL)		2.24	2.45	1.52
	Rate 1-3, each number used once				
	1 is the worst, 3 is the best				

ATTACHMENT 4
Request for Proposals

THE CITY OF GOLETA, CALIFORNIA
REQUEST FOR PROPOSAL
RE-CODIFICATION SERVICES

The CITY OF GOLETA, California seeks proposals for the professional review, codification and supplementation of City Ordinances.

Though that the City has been operating for six years under a combination of the County Code provisions adopted upon incorporation and subsequent ordinances adopted by the City Council and that the goal is to merge these documents into one, comprehensive, City of Goleta only, Code."

A request for proposal form outlining the scope of services being sought is attached. The form is also available at:

City Clerks Department
CITY OF GOLETA
130 Cremona Drive, Suite B
Goleta, California 93117
(805) 961-7505

Written proposals will be received by the Office of the City Clerk until **5:00 p.m. Monday, March 31, 2008**. A contract for codification services will be awarded after all proposals have been reviewed. The City reserves the right to accept or reject any or all proposals.

Proposals sent by fax/and/or late submissions will be deemed non-responsive and will neither be accepted nor considered.

Please contact Deborah Constantino, City Clerk at (805) 961-7505 for more information.

Deborah Constantino, City Clerk

Dated this 26th day of February 2008.

**REQUEST FOR PROPOSAL
THE CITY OF GOLETA, CALIFORNIA**

PROFESSIONAL CODIFICATION SERVICE

GENERAL INFORMATION

The CITY OF GOLETA, California is seeking proposals for the codification of the City's Ordinances and pertinent sections of the Codified Ordinances of the County of Santa Barbara as specified by the City.

The City was incorporated on February 1, 2002, and adopted the Codified Ordinances of the County of Santa Barbara by reference on April 22, 2002 containing approximately 585 double column double sided pages. The City has since adopted 78 Ordinances consisting of approximately 606 single column pages. These ordinances have not been included in the code.

The City has been operating for six years under a combination of the County Code provisions adopted upon incorporation and subsequent ordinances adopted by the City Council and that the goal is to merge these documents into one, comprehensive, City of Goleta only, Code."

The City may forward ordinances subsequently enacted for inclusion in the new Code until notice is received that the editorial work has been completed.

QUALIFICATIONS OF CODIFIER

All work to be performed shall be carried out by qualified personnel. Proposals shall include the following:

- A Letter of Transmittal signed by an individual authorized to bind the proposing entity;
- Description of your firm's qualifications, personnel to be dedicated to the project and their expertise. Also include an organizational chart;
- A list of current California clients and the names and addresses of at least five municipal references in the state of California for codification projects of approximately the same size and scope as the City of Goleta performed within the last three years;
- Detailed process and program for performing the tasks identified, along with a task schedule;
- Project start date and estimated completion date;

- General information about the firm i.e. company, location of office(s), years in business, organization chart, number and position titles of staff, including full-time legal and editorial staff, including the resumes of it's legal staff as well as a sample legal report;
- Limits of the firm's general liability, professional liability, and automobile insurance, and a copy of a valid insurance certificate and proof of adequate worker's compensation coverage for employees;
- Project contact person;
- Degree of work, if any, that is to be subcontracted;
- A certificate of warranty regarding nondiscrimination by the firm and sub-consultants;
- Certificate, signed under penalty of perjury, regarding disclosure of financial interests of City officials or employees with the firm;
- A sealed fee estimate and compensation schedule;
- Sample of a code completed within the last three years for a California municipality approximately the same size of the City of Goleta.

DEADLINE FOR PROPOSALS

Proposals will be accepted by the CITY OF GOLETA until 5:00 p.m. Monday, March 31, 2008. Proposals shall be addressed to:

Deborah Constantino, City Clerk
 CITY OF GOLETA
 130 Cremona Drive, Suite B
 Goleta, California 93117
 (805 961-7500

Technical questions regarding this project are to be directed to: Deborah Constantino (805) 961-7505.

The City shall review all proposals to determine which best suits the needs of the City. The City reserves the right to reject all proposals for any reason. The City also reserves the right to negotiate with the selected vendor to clarify details and achieve the best overall code for the City.

Proposals must be completed and submitted in a sealed envelope as follows:

MUNICIPAL CODE RECODIFICATION PROPOSAL – DUE DATE IS 5:00 P.M. ON MONDAY MARCH 31, 2008.

SCOPE OF SERVICES

Proposals shall include, but not be limited to, the following services and materials:

1. PREPARE A COMPREHENSIVE LEGAL AND EDITORIAL ANALYSIS.

- 1.1 Legal Analysis. The codifier shall undertake a comprehensive analysis of the City's ordinances to ensure the validity, consistency, and enforceability of all code provisions. Internal discrepancies such as duplications, ambiguities, outdated terminology, and omissions shall be identified, and suggestions offered for their resolution.
- 1.2 Statutory and Case Law Comparison. City Ordinances will be carefully reviewed by qualified legal personnel for apparent conflicts with California statutes, California case law, Federal laws, and decisions of the U.S. Supreme Court.
- 1.3 Internal Comparison. Ordinances shall be examined for internal discrepancies such as outdated fees, vague or awkward language, inaccuracies, duplications, and conflicts with other Ordinances.
- 1.4 Code Structural Plan

Title	Chapter	Section
1	01	010

A section number shall be written as 1.01.010

Title 1	General Provisions
Title 2	Administration & Personnel
Title 3	Revenue and Finance
Title 4	Health Sanitation & Animal Regulation
Title 5	Reserved
Title 6	Business
Title 7	Public Safety
Title 8	Buildings & Construction
Title 9	Reserved
Title 10	Reserved
Title 11	City Streets and Highways
Title 12	Reserved
Title 13	Reserved
Title 14	Reserved
Title 15	Zoning

Sections of the Codified Ordinances of the County of Santa Barbara, as adopted on February 1, 2002, which are to be included in the code, shall be numbered appropriately for the CITY OF GOLETA Municipal Code and County Code numbers shall be referenced.

1.5 Report. The results of this analysis shall be submitted in a written report to the City for review. This report shall include the codifier's findings and recommendations. This report shall include appropriate case citations and case law references to support the codifier's findings and recommendations. Sample Ordinances shall be provided to the City to assist with the drafting of new and amendatory legislation.

2. EDITORIAL CONFERENCE. An in-person conference between the codifier and a representative of the City shall be arranged for a review and discussion of the report and its recommendations.

3. CONFERENCE MEMORANDUM. Immediately following the conference, the codifier shall send a conference memorandum to the City, summarizing the decisions reached during the conference.

Once the City has had an opportunity to review the editorial memorandum implementation of approved analysis changes shall be included in the codification of the code.

4. EDITORIAL WORK. The code shall 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 shall be converted into concise, modern, and proper language. No substantive changes shall be made in the language of the code without the authorization of the City.

5. EDITORIAL FEATURES. The code shall contain the following features:

5.1 Expandable Numbering system. The codifier shall use a practical, expandable numbering system in the code, as described above. This numbering style makes it easy to locate information quickly and shall accommodate new material without interrupting the integrity or sequence of the system. Page numbers shall include the Title Number and the page number in that title. For example, pages in title 1 shall be numbered 1-1, 1-2, 1-3, etc.

5.2 History Notes. All enactments, amendments and repeals shall be incorporated by the codifier into the text and historical citations added to each section tracing the legislative origin of that section. Each code section shall include a notation showing the origin of the section, and any amendments made thereto.

- 5.3 Cross Reference and Footnotes. Cross references shall be prepared to tie together related sections of the new code. Proper explanation shall also be made in the form of footnotes to relevant provisions of the code.
 - 5.4 Catchlines. Each code section shall begin with a "catchline" which summarizes the contents of that section.
 - 5.5 Tables of Content. The code shall include a general Table of Contents listing the titles contained therein; each Title shall contain a table showing the chapters it includes; each chapter shall list the number and catchlines of the sections it includes.
 - 5.6 Statutory Reference Table. The codifier shall include a list of state laws which pertain to, or affect, the City's local code provisions.
 - 5.7 Ordinance List. Tables showing the disposition of each municipal ordinance shall be prepared and included in the code volume. Repealed and omitted special ordinances shall be so noted.
 - 5.8 Prior Code Cross Reference Table. The codifier shall include a table of prior code sections and their location in the new code.
6. INDEX. The codifier shall prepare a general alphabetical subject index, referencing each section of the code. The cross-reference style and format of the index shall be set after consultation with the City.
 7. PROOFREADING. The codifier shall proofread the entire code for accuracy. The codifier is responsible for the typographical correctness of the code. Any errors attributable to the codifier shall be corrected at no charge to the City.
 8. PUBLICATION
 - 8.1 Stock. The code shall be printed on 50 lb White offset paper. The City has elected to have the Code printed on both sides of the paper.
 - 8.2 Page Format. The page style shall be 8 ½ x 11 inches, double column. An example of a code page, prepared by the codifier, shall accompany the proposal.
 - 8.3 Printing. The codifier shall print 10 copies of the code.
 - 8.4 Binders. The codifier shall provide 10 customized, heavy duty, expandable post or D-ring binders. Binders shall be imprinted on the cover and spine with the City's name and logo.

- 8.5 Reprints. Prices for additional copies of individual code titles, such as zoning and traffic, shall be included with the proposal. Prices for binders for these individual code titles shall be included with the proposal.
9. SCHEDULE FOR COMPLETION. Proposals shall include an estimated time schedule for the completion of the project and turnaround time for supplements.
10. ADOPTION ORDINANCE. Along with the completed code books, the codifier shall provide a sample ordinance with suggested language for the adoption of the new code.
11. SALE OF CODES. The City will have exclusive rights to sell copies of the completed codes and loose leaf supplements.

PART II – COMPUTERIZED COPY OF CODE

12. CODE ON DISK/CD. The codifier shall furnish a copy of the code on Disk/CD-ROM for on-line access. The Disk/CD-ROM shall be formatted for Microsoft Word.
13. CODIFICATION SOFTWARE OPTION. The codifier shall submit prices, specifications and a demonstration Disk/CD-ROM of a search and retrieval software program. The Program shall meet the following criteria:
- A. Program must perform basic search and retrieval as well as complex searches with multiple search strings.
 - B. Program must import from and export to a Windows-based program.
 - C. Program must allow user to access the code database without the use of an external word processor.
 - D. Program must allow user to draft ordinances then update the code database with those ordinances.
 - E. Program must maintain the legislative history of the code.
 - F. Program must have built-in-page formatting options.
14. INTERNET. The codifier should provide several options for Internet Access for the Municipal Code.

PART III – SUPPLEMENT SERVICE

15. SUPPLEMENT SERVICE. The proposal shall include prices for semi-annual code supplements. New ordinances will be codified to match the style of the code and all history notes, cross references, tables and indexes shall be updated. Prior to beginning a regularly scheduled supplement, the codifier shall contact the City to confirm that the codifier has received all necessary ordinances. The codifier's editors shall prepare each supplement by completing the following steps:
- 15.1. Editing. The codifier shall organize the new ordinances by subject and shall insert all amendments into their proper places in the code text. Provisions that have

been repealed shall be deleted from the code text. Any conflicts, inconsistencies, duplications, or discrepancies created by the new material shall be brought to the attention of the City.

- 15.2. Update Related Parts. All history notes, tables, cross-references and index entries shall be updated to reflect the new material.
- 15.3. Insertion Guide. Each supplement shall include a page with instructions for inserting the new pages and removing obsolete ones.
- 15.4. Updating Computerized Copy. If requested, the codifier shall provide updated copies of the code on diskette, along with each printed supplement.
- 15.5. Termination. The City may terminate the supplement service by canceling in writing at least 60 days prior to the editorial cut off date for any regularly scheduled supplement.

PART IV – SERVICE OPTIONS

Estimates based on 5-year service costs for services.

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16. Following is a list of contracted service options. All options include the basic start up costs, composition work, and analysis of ordinances, total re-codification of the existing code and 10 hard copies of the Code. These options also include providing the Code on disk, which would be downloaded into the City's internal network and website, or provided on a "hosted" website. (A "hosted" site is one provided by the code publisher which would be linked to the City's website.)
 - 16.1 Option I would provide the Code on computer disk which would be downloaded to the City's internal network and website. The Code would be maintained on the City's website but would have limited word/phrase search capability. The code publisher would provide all supplements to the City to download, and City staff would be required to maintain the Code on the City website and in the City's network.
 - 16.2 Option II would provide the Code on a website hosted by the code publisher and would be linked with the City's website. State-of-the-art word/phrase search capability would be provided on the hosted website with Folio InfoBase a database program that allows for comprehensive search functions.
 - 16.3 Option III would not only provide the Code on a website provided by the code publisher, but would also provide the Folio InfoBase software for staff's use on the City's internal network. Having the Folio InfoBase program available on the City network would allow for greater access to the Code and enhanced efficiency and customer service. This access and program would also allow for annotating the text within the Code by staff to create:

- **Notes** (personalized notes about Code sections).
- **Highlighters** (highlight sections of the Code for easy viewing).
- **Bookmarks** (enables staff to quickly go to specific sections of the Code).
- **Jumplinks** (pre-set links set by the code publisher to sections of the Code which relate).
- **Shadow files** (personalized copy of the Code that can be edited in any way and would not affect the published Code).
- **Hypertext links** (user could set up their own personalized links on information in different sections of the Code).

16.4 Folio InfoBase also provides the ability to export non-sequential sections of the Code into MS Word format, or other common word processing programs for greater ease/efficiency in report and document preparation.

PART V – PRICES AND PAYMENT TERMS

17. Double column page style, initial ___ pages \$ _____
Over/Under Page Rate, per page \$ _____
18. Charges for partial pages \$ _____
19. Charge for blank pages \$ _____
20. Extra Charge for special pages (tables, maps, diagrams charts, etc.) per page \$ _____
21. Additional copies of the code may be ordered at \$ _____
22. Supplement Cost:
Supplement Charge per page \$ _____
Annual Editorial Fee \$ _____
23. Binders - 10 \$ _____
Cost for binders for individual titles, if different \$ _____
24. Standard tabbed Dividers for each printed code copy (Instructions, Code, Tables, Statutory References, and Index) \$ _____
25. Shipping Costs \$ _____

OPTIONAL SERVICES

26. Copy of code on Disk/CD-ROM \$ _____
27. Charge for updated Disk/CD-ROM of code with each supplement \$ _____
28. Internet Options \$ _____

CODIFIED VENDOR LIST

Code Company	Contact	Address	Phone	Fax
American Legal Publishing Corporation	Ray Bollhauer	432 Walnut St Suite 1200 Cincinnati, OH 45202	800-445-5588	513-763-3562
Code Publishing Inc.	Brian Kidd	9410 Roosevelt Way NE Seattle, WA 98115-2844	800-551-2633	206-527-8411
Coded Systems Corp.	Michelle Wood	120 Main St Avon, NJ 07717	732-775-2300	732-528-6333
LexisNexis Municipal Codes	Gregory Dudiak	13427 NE 16 th Street, Ste 150 Bellevue, WA 98005	866-501-5155	425-460-6822
Municipal Code Corporation	Dale Barstow VP of Sales	1700 Capital Cr SW Tallahassee, FL 32310-2235	800-262-2633	850-575-8852
Sterling Codifiers, Inc.	Rob Rollins	7600 Mineral Drive, Suite 200 Coeur d'Alene, ID 83815	800-338-7458	