

Municipal Code Corporation I P.O. Box 2235 Tallahassee, FL 32316 info@municode.com I 800.262.2633 www.municode.com

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, is between the **CITY OF HUDSON, OHIO** (City), a municipal corporation, and **MUNICIPAL CODE CORPORATION** (Contractor), a Florida corporation, whose address is P.O. Box 2235, Tallahassee, FL 32316.

- 1 RECITALS: The Contractor has agreed to continue to provide the supplementation and website hosting services as outlined and quoted in the May 5, 2016 Agreement between the City and the Contractor for the conversion and republication of the City's Code, and publication of the Land Development Code and Engineering Standards. Prices for these ongoing supplementation and website hosting services will remain as quoted in the original Agreement of May 5, 2016.
- 2 TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION: The services to be provided under this Contract shall commence on September 5, 2017 and shall continue for a period of approximately twenty-eight (28) months, terminating on December 31, 2019. Thereafter, unless directed otherwise by the City, this agreement for supplementation and website hosting services shall be automatically renewed from year to year at costs mutually agreed upon by both parties.
- PRICE: The City will pay the Contractor for the performance of this Contract at the prices specified in Exhibit A, Price Quotation Sheet, which duplicates the pricing of the May 5, 2016 Agreement. Pricing shall be valid throughout the initial term of the contract. Additional services may be added upon written authorization by the City.
- 4 FINANCIAL OBLIGATIONS OF THE CITY OF HUDSON: This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
- 5 CONTRACT DEFINED: This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:
 - 5.1 Exhibit A, Price Quotation Sheet
 - 5.2 Certificate of Insurance & Workers' Compensation (furnished upon execution of contract)
- 6 SERVICE OF NOTICES: All required notices shall be deemed to have been validly given if delivered in person or by first class mail to the City at the following addresses:

Ms. Elizabeth Slagle Clerk of Council City of Hudson 115 Executive Parkway, Suite 400 Hudson, OH 44236-1693

- COMPLIANCE WITH THE LAW: This Contract shall be governed and construed in accordance with the laws of the State of Ohio. The Contractor will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The City assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA.
- 8 INSURANCE: The Contractor shall not begin any work until the Contractor proves to the City's Purchasing and Contracts Division that it has obtained, at Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the City of Hudson.
 - 8.1 COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY insurance must cover bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence.

- 8.2 WORKERS' COMPENSATION coverage must be provided, as statutorily required for persons performing work under this Contract. Contractor must provide the City with proof of Employer's Liability coverage with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.
- 8.3 PROFESSIONAL LIABILITY INSURANCE coverage must be provided in an amount not less than \$1 million per occurrence and \$2 million in the aggregate.
- 8.4 CERTIFICATE OF INSURANCE: As evidence of the insurance coverages required by this Contract, the Contractor and their subcontractors, upon execution of this contract, contractor shall furnish a certificate of insurance to:

Ms. Elizabeth Slagle Clerk of Council City of Hudson 115 Executive Parkway, Suite 400 Hudson, OH 44236-1693

- 8.5 CONTINUATION OF COVERAGE: The Contractor shall not cancel, materially change or fail to renew insurance coverages. The Contractor shall notify the Purchasing and Contracts Division of any material reduction or exhaustion of aggregate limits. Any insurance bearing on adequacy of performance (warranty or guarantee) shall continue after completion of the contract for the full guaranteed period. If any policy lapses or is canceled before final payment by the City to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the City may deem such failure to be a breach of this Contract.
- 8.6 RESPONSIBILITY FOR PAYMENT OF DAMAGES: Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from Contractor's operations under this contract.
- INDEMNITY: The Contractor hereby releases and agrees to indemnify, defend and save harmless the City and its agents, officials, officers and employees from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, excepting a claim arising from interpretation of language or images contained in the Code, as published in print or electronically, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations.
- STATUS OF CONTRACTOR: The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the City. The Contractor will not be supervised by any employee or official of the City nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. The Contractor is not entitled to the City's Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract. This Contract is not exclusive; the Contractor may contract with other parties.
- 11 TERMINATION: Either party may terminate this Contract by giving the other party sixty (60) days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination.
- 12 TRANSFERENCE AND AMENDMENTS: The Contractor may not transfer this Contract to a third party nor in any way amend this Contract without prior written consent of the City.
- 13 VERIFICATION REGARDING ILLEGAL ALIENS: Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in the E- verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration.
- 14 DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.
- 15 This Contract may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.

Term of Agreement. As cited in Item 2, this Agreement shall be for a term of approximately twenty-eight (28) months, commencing on September 5, 2017 and terminating on December 31, 2019. Thereafter, unless directed otherwise by the City, this agreement for supplementation and website hosting services shall be automatically renewed from year to year at costs mutually agreed upon by both parties.

Submitted by:
MUNICIPAL CODE CORPORATION
Municode Officer: W. Eric Grant President
Date:
A country of hour
Accepted by:
CITY OF HUDSON, OHIO
Ву:
Title:
Date:



PRICE QUOTATION SHEET

September 5, 2017 through December 31, 2019

Supplement Service Fees

Supplementation of the Code, Land Development Code & Engineering Standards, will be provided at the following rates:

Supplement service base page rate¹

Page Format	Base Page Rate
Single Column	\$18 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- 1 printed Supplement copy, quarterly²
- PDF file of each supplement

Base page rate above excludes:

Blank Pages

Freight, pre-billed

State sales tax

• Graphics³ & tabular⁴ matter, per page

• Legal review of Traffic Code/Criminal Code with ORC, semi-annually, per delivery

No Charge Actual freight

If applicable

\$10

\$400⁵

Online Services Fees

This fee includes online services for the Code, Land Development Code & Engineering Standards

MyMunicode⁶ <u>includes</u> the following:

\$1,195 annually

- Online Code = MunicodeNEXT
- OrdBank
- CodeBank
- CodeBank Compare + eNotify
- MuniPRO
- Custom Banner

¹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

² Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

³ Includes printing all copies. Additional fees may apply if graphics are printed color.

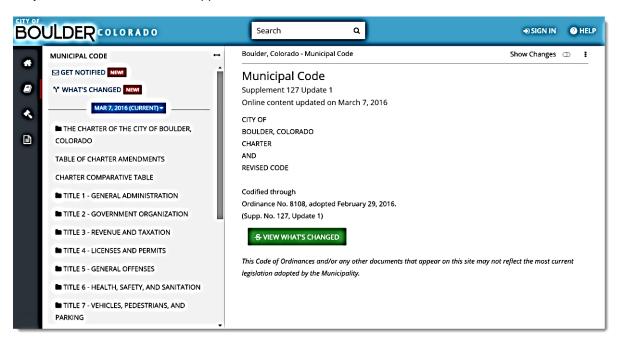
⁴ Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁵ Recommendations from the legal review will be provided in a memorandum format. Any findings will need to be implemented via adopted ordinance by the City and sent to Municode and updated through the supplement service.

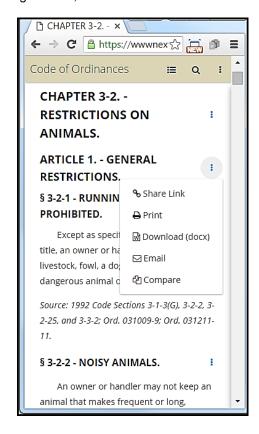
⁶ Municode does not charge a per page rate for updating the online code (internet). Your per page rate supplement rate of \$18 for the codification of new legislation is not affected or reduced by selecting our budget friendly and feature enriched MyMunicode bundle package.

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

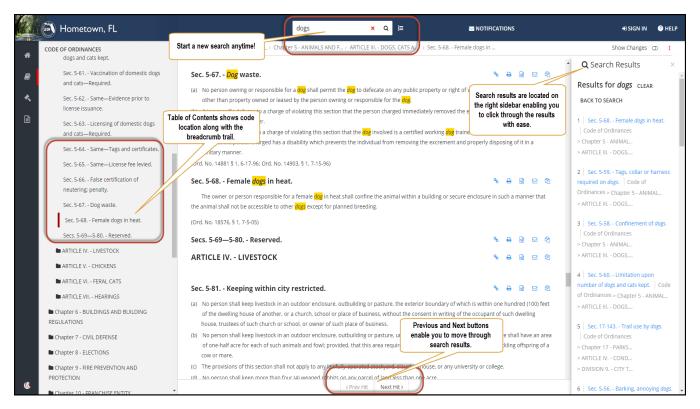


Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open source search platform that also power sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking "back" to a search results page. The code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

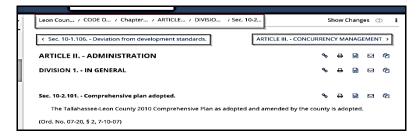
- Advanced Searching You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- Multiple Publications If you have multiple publications (code, zoning, etc.), they will all be searchable from one interface.
- Searchable ordinances With our OrdBank service, ordinances posted pre-and post-codification are full-text searchable.
- Searching all content types If you use our OrdBank or MuniDocs service, you can search any combination of the code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- Narrow Searching Your users have the ability to search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- Stored Searching MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.



Search enhancements provided with our latest website upgrade include (see screenshot above):

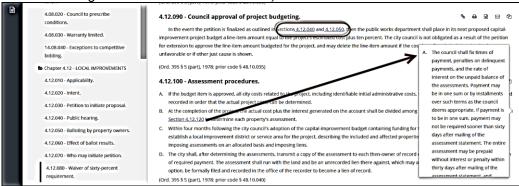
- Multiple products as facets on the left.
- Number of hits in content types and products displayed.
- Ability to sort code results by <u>relevance</u> OR <u>book order</u>.
- Ability to sort ordinance results by <u>relevance</u> OR <u>date order</u>.
- Ability to sort MuniDocs (minutes, etc.) by relevance OR date order.
- Breadcrumb trail on each search result.
- Prev/Next buttons to navigate through hits.
- COMING SOON! Synonym searching by the end of 2017.

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- Internal Cross-Reference Linking Cross-references within your code are linked to their respective destination Article, Chapter or Section.
- Collapsible TOC The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- Mouseover (cluetips) Navigate to your code and any linked cross-reference will quickly display in the pop-up preview window.
- Google Translate includes the Google Translate plugin, allowing users to view and navigate our hosted codes in over 100+ languages.

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted codes in over 100+ languages.

Social Media Sharing – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking - Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts - Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

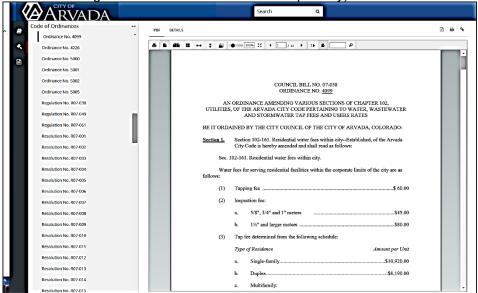
Premium Features of MunicodeNEXT

Custom Banner. We can customize the look and feel of your code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

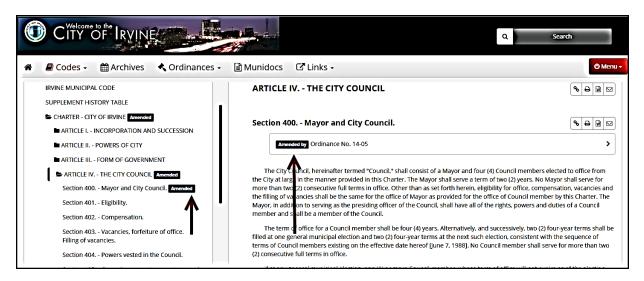
OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

Hyperlinked ordinance in text) Search Q **y**Arvai Code of Ordinances Arvada, Colorado - Code ... / Chapter 102 - UTILITIES / ARTICLE II. - WATER A... / DIVISION 6. - WATER F... \exists DIVISION 6. - WATER FEES AND 4 *A larger or smaller meter and equal tap size may be purchased and installed when approved by the Utilities Director if the total peak demand flow of the Sec. 102-161. - Residential water property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by fees within city. modified reference, justifies the change. Calculations so made will be submitted to the Utilities Director for review and approval. Sec. 102-161.5. - Residential water (Code 1981, § 33-77; Ord. No. 2574, § 1, 11-21-1988; Ord. No. 2671, § 14, 10-16-1989; Ord. No. 2763, § 3, 11-5-1990; Ord. No. 2823, § 11, 7-1-1991; Ord. No. 2931, § fees within the Jefferson Center 10, 10-19-1992; Ord. No. 2938, § 1, 12-14-1992; Ord. No. 3127, § 10, 10-24-1994; Ord. No. 3202, § 5, 8-7-1995; Ord. No. 3223, § 7, 10-23-1995; Ord. No. 3262, § 9, 4-Metropolitan District, the Leyden 15-1996; Ord. No. 3297, § 1, 10-21-1996; Ord. No. 3403, § 15, 10-20-1997; Ord. No. 3489, § 1, 10-26-1998; Ord. No. 3560, § 3, 10-11-1999; Ord. No. 3650, § 1, 10-23-Rock Metropolitan District, the Leyden Ranch Metropolitan District, Ord. No. 4027, § 1, 10-16-2006; Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008; Ord. No. 4139, § 1, 11-17-2008, eff. 1-1-2009; Ord. No. 4184, § 2, 10-19-2009, eff. 1-1and Candelas Filings 2, 3, 4 and 2010; Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010, 1-1-2011; Ord. No. 4361, § 1, 10-22-2012, eff. 1-1-2013; Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014; Ord. No. designated properties in Candelas 4465, § 1, 10-20-2014, eff. 1-1-2015; Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016) Filing 1. modified Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Sec. 102-161.6. - Residential water Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and modified % ⊕ ₩ ⊠ € fees within the Mountain Shadows Subdivision. modified designated properties in Candelas Filing 1. Pursuant to the Intergovernmental Agreement approved on April 4, 2005, by Ordinance 3943, the Jefferson Center Metropolitan District is responsible for the Sec. 102-162. - Same-Waiver. procurement of water supplies and the construction of major water infrastructure within the District boundaries. The city is not to charge the lefferson Center Sec. 102-163. - Residential water fees Metropolitan District the initial capital cost of water rights or facilities conveyed at no cost to the city by the district.

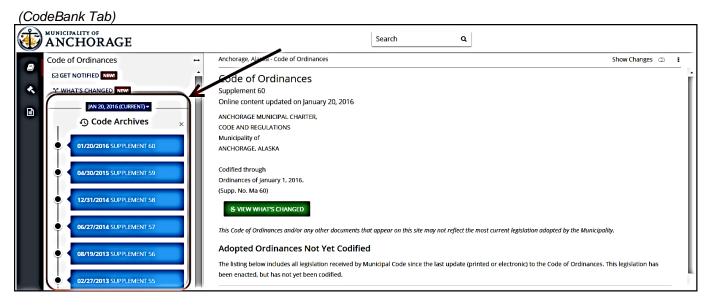
(One-Click access to the original ordinance in the OrdBank Repository)



OrdLink + OrdBank. Prior to incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.

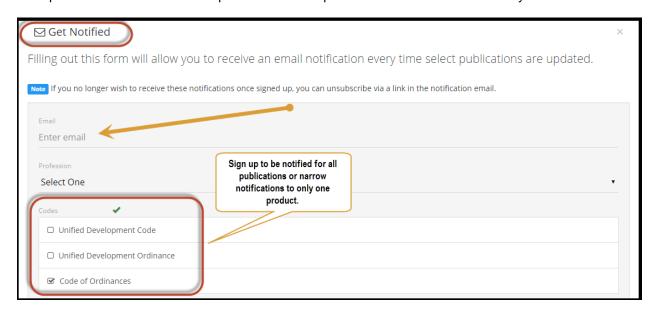


CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

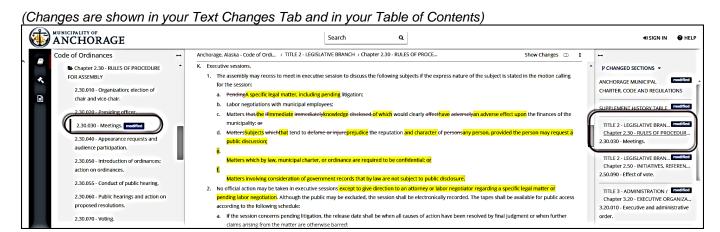


CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your online code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your online code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

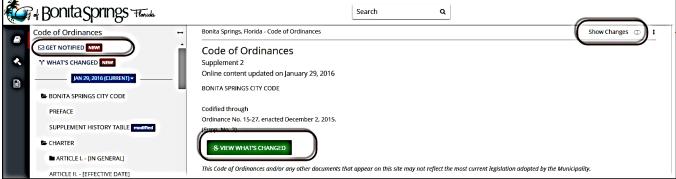


Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the code stored in CodeBank.



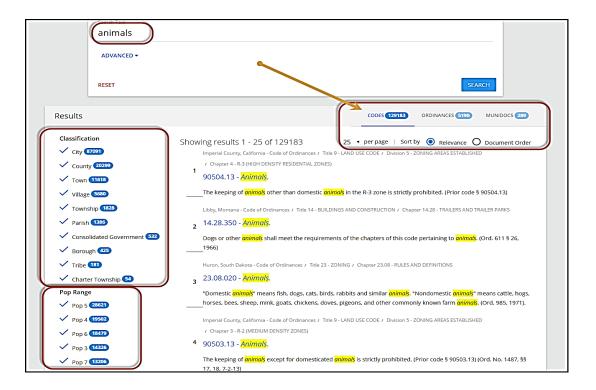
(Show changes button and a custom banner are shown below)

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MuniPRO. MuniPRO Searching allows you to search the over 3,330 codes we host (the entire country, a single state or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- Multiple Code Search. Search all codes within one state, multiple codes within one state, or search all codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- MuniPRO Saved Searches. Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- MuniPRO Notes. Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- MuniPRO Drafts. Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



Additional Services Available

Municode and our family of solutions, MunicodeLEGAL, MunicodePAY, MunicodeWEB, MCCi and **enCode**Plus offer a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

When selecting any of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 4,200 clients have come to expect from Municode! Municipalities that utilize a combination of our family of services can attest that in addition to lower overall costs, their workload is significantly reduced, their citizens are more informed and they are receiving the best customer service experience possible... from the most reliable provider of government services in the nation...Municode! https://www.municode.com/

municode WEB

MunicodeWEB - Government Website Development powered by aHa Consulting! Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When MunicodeWEB designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price. To learn more about MunicodeWEB, please visit www.ahaconsulting.com

municode PAY

MunicodePAY offers a comprehensive, centralized electronic payment platform that includes a user-friendly citizen online portal that results in significant operational savings and improved customer retention. Your citizens will be able to pay their bills via the web, automated phone number or through your staff. Our platform is equipped with complete accounting and settlement functions that integrate with your CRM, finance and general ledger systems. Daily, weekly and monthly reports for easy tracking, and reconciliation of payments are available on demand in a variety of formats (including PDF, CSV and Excel).

With MunicodePAY, payments are collected faster, your operating procedures are simplified, and your citizens are happy. Currently, over 80 municipalities trust MunicodePAY to process over 10 million statements annually. Costs for these services are competitively priced and transaction based with low to no implementation costs. MunicodePAY also offers traditional **Statement Printing and Mailing** services, **Lock Box** Payment Processing Services and **Customer Call Center** Outsourcing Solutions. To learn more about MunicodePAY, please follow these links: Website: https://www.municode.com/#electronicpayments, Demo: https://vimeo.com/143619736



Municode Innovations (MCCi) understands the challenges organizations face every day with paper based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! Please visit our website for more details about any of the services listed below: https://www.mccinnovations.com/

Enterprise Content Management Software and Services (Laserfiche). With more than 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services. Services include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.



enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, encodePlus assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a Land Use Look-up tool, hyperlinking to outside resources, historical archiving and in-line graphics. From its humble beginnings as a stand-alone Windows PC program, enCodePlus has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how enCodePlus can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: http://www.encodeplus.com/