

MA-011-21011354

FOR

Codified Ordinance Supplement Services

BETWEEN

County of Orange

AND

Municipal Code Corporation dba Municode



Contract Number MA-011-21011354
between County of Orange and Municipal Code Corporation dba Municode
for Codified Ordinance Supplement Services

This Contract for Codified Ordinance Supplement Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Municipal Code Corporation dba Municode, with a place of business at 1700 Capital Circle SW, Tallahassee, FL 32310-9250, (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, County and Contractor are entering into a Contract for Codified Ordinance Supplement Services under a Usage Contract; and,

WHEREAS, Contractor represented itself as able to provide all the necessary products and services necessary for Codified Ordinance Supplement Services; and,

WHEREAS, Contractor agrees to provide Codified Ordinance Supplement Services to County as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept as payment the fees as further set forth in the Compensation/Invoicing, attached hereto as Attachment B and incorporated herein;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Definitions:

The following terms and acronyms shall have the meanings set forth below unless otherwise specified in Attachment A, Scope of Work, of this Contract.

- a. “Deliverable(s)” means tangible and intangible information or material that must be provided by Contractor to County under the terms of this Contract, including any such items furnished incident to the provision of Services.
- b. “DPA” means the Deputy Purchasing Agent assigned to this Contract.
- c. “Services” means Contractor’s duties, tasks, and responsibilities undertaken by Contractor to fulfill the requirements of this Contract, which are more specifically identified in Attachment A of this Contract.

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract:** This Contract, including its Attachments, contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties, understandings, agreements, understandings or undertakings, other than those set forth herein or referred to herein. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have been incorporated into this Contract. Further, any other provision or other unilateral terms which may be issued by Contractor before or during the term of this Contract, irrespective of whether any such provisions or terms may be affixed to or accompany the Services being purchased, are hereby superseded and are not valid or binding on County unless authorized by County in writing in an amendment to this Contract. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in accordance with Paragraph "C", Amendments.
- C. Amendments:** Except as expressly provided herein, no changes, modifications, or amendments to the terms and conditions of this Contract are valid or binding on County unless made in writing and signed by the duly authorized representative of the Parties. No other act, document, usage or custom shall be deemed to change, modify, or amend this Contract. Nor shall any oral understanding or agreement not incorporated herein be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, the price stated in Attachment B does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. Delivery:** Time of delivery of Deliverables or Services is of the essence in this Contract. County reserves the right to refuse any Deliverables or Services and to cancel all or any part of the Deliverables not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Attachment A, Scope of Work, in accordance with the applicable terms set forth herein. Acceptance of any part of the order for Deliverables shall not bind County to accept future shipments nor deprive it of the right to return Deliverables already accepted at Contractor's expense. Delivery shall not be deemed to be complete until all Deliverables and Services have actually been received and accepted in writing by County pursuant to Paragraph "F".
- F. Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all Deliverables and Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in accordance with the requirements in Attachment B, Compensation/Invoicing.
- G. Warranty:** Contractor expressly represents and warrants that the Deliverables and Services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph "Z", and as more fully described in Paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the Deliverables and Services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes,

including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies are in addition to any other remedies provided by law. In addition, Contractor expressly represents and warrants that it will not knowingly use the services of any ineligible persons or subcontractor for any purpose in the performance of the Services under this Contract.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor is solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor represents and warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph “Z”, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including costs and expenses and attorney’s fees.
- I. Assignment:** The terms, covenants, and conditions contained herein apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County. Contractor must provide County no less than sixty (60) calendar days’ written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County is void and invalid and constitutes a material breach of this Contract pursuant to which County may immediately terminate this Contract without penalty.
- J. Non-Discrimination:** In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law and those set forth in the Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days’ written notice without cause, unless otherwise specified. Cause includes, but is not limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any conduct by Contractor that may expose County to liability or endanger the value, integrity, or security of County systems, facilities, personnel, or reputation. County’s decision to exercise its right to terminate the Contract relieves County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligations, and conditions, that by their express terms or nature and context are intended to survive the expiration or earlier termination of this Contract, survive any expiration or earlier termination of this Contract.
- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein will not be construed as a waiver or relinquishment by County of its rights hereunder and will not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. No course of dealing by either Party in exercising of its rights will constitute a waiver or excuse for breach of a term or provision of this Contract.

- M. Independent Contractor:** Contractor is an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor qualifies for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor represents and warrants all work under this Contract and will take all necessary steps and precautions to perform the work to County's satisfaction. Contractor is responsible for the professional quality, technical assurance, timely completion and coordination, of all documentation and other Deliverables and Services furnished by Contractor under this Contract. Contractor must perform all work diligently, carefully, and in a good and workmanlike manner; must furnish all labor, supervision, machinery, equipment, materials, and supplies; and must, at Contractor's sole expense, obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor is fully responsible for all work performed by subcontractors.
- O. Insurance Requirements:** Prior to the provision of Services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor must not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents', employees' or subcontractors' performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract immediately without penalty.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage For owned, non-owned, hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Technology Errors & Omissions	\$1,000,000 per claims made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13 or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract immediately for cause pursuant to Paragraph "K", Termination.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the department and persons listed in Paragraph "18", Notices. If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the department purchasing division, County is entitled to terminate this Contract immediately for cause pursuant to Paragraph "K", Termination.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor must make no changes in the work set forth in Attachment A, Scope of Work, or perform any additional work without County's express prior written consent in accordance with Paragraph "C", Amendments.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County's Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business before expiration or termination of this Contract, and County agrees to the transfer of the Contract, the new owners will be contractually required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of County. If County does not provide such consent, County reserves the right to immediately terminate the Contract without penalty upon the change or transfer in ownership of Contractor.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's name regardless of whether the change would require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor is required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor must exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation applies to Contractor's employees, agents, and subcontractors associated with the provision of Deliverables and Services under this Contract. Contractor's efforts must include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. In the event of such a delay, County may suspend its performance hereunder until such time as Contractor resumes performance. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more. No Force Majeure event excuses Contractor's other obligations under this Contract.
- S. Confidentiality:** Contractor will hold all County Data in strict confidence and maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws (including federal and state) relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. Contractor will not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, such County Data to third parties and will not use such records and information for any purpose other than for performance of this Contract. Contractor will advise and require its staff, agents and employees of their obligations to keep all County Data confidential in compliance with this paragraph.
- T. Compliance with Laws:** Contractor represents and warrants that Deliverables and Services provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time the Deliverables and Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph "Z", Contractor must defend, indemnify and hold County and County Indemnitees harmless from and against any and all claims, suits or proceedings alleging Contractor's failure to comply with the laws, and be responsible for payment of all costs, damages, penalties, and expenses related to or arising from such claims, suits, or proceedings.

U. Freight: Intentionally Omitted.

- V. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such term, covenant, condition, or provision will be deemed stricken and the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party will bear its own attorney's fees, costs, and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. Employee Eligibility Verification:** Contractor represents and warrants that it is and shall remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 *et seq.*, as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against any and all claims, demands, suits, actions, proceedings, or liability, of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services, Deliverables or other performance provided by Contractor pursuant to this Contract, excepting claims arising from the interpretation of the language of an ordinance enacted by the County, as published in print or electronically. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor shall permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor, for the purpose of auditing or inspecting any aspect of

performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of this Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor must maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor must allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor must include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the State of California to County; and inclusion of sufficient funding for the Services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: Contractor must notify the County of Orange assigned DPA in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs is executed.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Codified Ordinance Supplement Services under a usage Contract, as more fully detailed in Attachment A, Scope of Work.
2. **Term:** The initial term of this Contract shall become effective May 1, 2021, and shall continue for five (5) years from that date, unless otherwise terminated as provided herein.
3. **Civil Rights:** Contractor attests that the Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable state and federal laws and regulations and executive orders prohibiting discrimination, including on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability. All programs, activities, employment opportunities, and Services must be made available to all persons, including persons with disabilities.
4. **Precedence:** The Contract documents consist of this Contract and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **County's Project Manager:** County shall appoint a Project Manager, as specified in Paragraph 18, Notices, to act as liaison between County and Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager. The County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. Said approval shall not be unreasonably withheld. County is not required to provide any reason, rationale or additional factual information if it elects to request the Contractor's Project Manager be removed from performing services under this Contract.

Contractor's Project Manager: Contractor shall appoint a Project Manager, as specified in Paragraph 18, to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. The Contractor's Project Manager and Key Personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Contractor's Key Personnel are those individuals who report directly to the Contractor's Project Manager.

6. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.
7. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by County. County expressly retains the right to have any of Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one (1) business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.
8. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor will supply Services and Deliverables requested, as needed by County, at rates/prices listed in the Contract, regardless of the quantity requested.
9. **Usage Reports:** Upon request, Contractor shall submit usage reports to the assigned DPA of the County department. The usage report shall be in a format specified by the user department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
10. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the Services under this Contract. All press releases, including but not limited to, graphic display information to be published in newspapers and magazines, are to be administered only by County unless otherwise agreed to by both Parties.

11. **County Data:** All materials, documents, data, reports, information or other materials obtained from County data files or any County medium furnished by or on behalf of County to Contractor in the performance of this Contract and created, generated or modified by County or by Contractor through the provision of services or use of the Contractor's system under this Contract shall be owned solely and exclusively by County and shall at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of its duties under this Contract or as specifically directed by County in writing.
12. **News/Information Release:** Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from the County's Project Manager.
13. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
- a) Terminate the Contract immediately without penalty pursuant to Paragraph "K";
 - b) Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
 - d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

Any references to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

14. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager as specified in Paragraph 18, "Notices", such matter shall be brought to the attention of the County DPA by way of the following process:
- (i) Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - (ii) Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

(iii) Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) calendar days following the date of County's final decision or one year following the accrual of the cause of action, whichever is later.

15. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

16. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the contractor without the express written consent of County.

17. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County's Project Manager: OC Clerk of the Board/Board Services Division

Attn: Robin Stieler
333 W. Santa Ana Blvd, Room 469
Santa Ana, CA 92701
Phone: 714-834-3324
Email: Robin.Stieler@ocgov.com

cc: OC Clerk of the Board/Board Services Division
Attn: Maria Lopez
333 W. Santa Ana Blvd, Room 465
Santa Ana, CA 92701
Phone: 714-834-5113
Email: Maria.Lopez@ocgov.com

cc: OC Clerk of the Board/Procurement Section
Attn: Lily Vu, DPA
333 W. Santa Ana Blvd, Room 469
Santa Ana, CA 92701

Phone: 714-834-5528
 Email: Lily.Vu@ocgov.com

Contractor's Project Manager: Municipal Code Corporation dba Municode
 Attn: Steffanie W. Rasmussen
 1700 Capital Circle SW
 Tallahassee, FL 32310-9250
 Phone: 800-262-2633 ext. 1148
 Email: steff@municode.com

18. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
19. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Paragraph "Z", indemnify, defend, and hold County and County Indemnitees harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
20. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
21. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
22. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
23. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
24. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
25. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
26. **Intellectual Property Assignment:** Contractor irrevocably assigns, transfers and conveys to County, for no additional consideration, all of Contractor's ownership, rights, title and interest in and to all works prepared by Contractor under this Contract ("Work Product"), including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Work Product under U.S. or any other law. Contractor must, and must cause its employees and agents to, promptly sign and deliver any documents and take any such actions that County reasonably requests to establish, perfect or

protect the rights assigned to County under this paragraph. Contractor must not reproduce or use the Work Product whether such reproduction or use is for Contractor's own purposes or for those of any third party.

To the extent, if any, that this paragraph does not provide County with full ownership, right, title, and interest in and to the Work Product, Contractor hereby grants County a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of the Work Product, with the right to sublicense each and every such right. The rights and obligations of this paragraph survive any termination or expiration of this Contract.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

**MUNICIPAL CODE CORPORATION DBA
MUNICODE ***


a State of Florida Corporation

By: 

Print
Name: Steffanie W. Rasmussen

Title: Vice President of Client Services
Corporate Signature

Date: April 5, 2021

By: 

Print
Name: Blaine Click

Title: Chief Financial Officer
Corporate Signature

Date: April 5, 2021

COUNTY OF ORANGE, a political subdivision
of the State of California

By: _____

Print
Name: Lily Vu

Title: Deputy Purchasing Agent

Date: _____

* If Contractor is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as the person holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating the office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Brittany McLean

04/05/2021

Brittany McLean

Deputy County Counsel

ATTACHMENT A SCOPE OF WORK

- I. SCOPE OF WORK:** Contractor shall provide Codified Ordinance Supplement Services to the County.
- II. DEFINITIONS:**
- A. “Code” herein after shall mean The Codified Ordinances of the County of Orange, in volume format.
 - B. “Electronic Code” herein after shall mean The Codified Ordinances of the County of Orange, which is available on Internet, also known as MunicodeNEXT.
 - C. “Supplements” herein after shall mean any changes to the Code.
 - D. “Total Code Administrator” (TCA) herein after shall mean Contractor act as County’s Distributor.
 - E. “Users” or “users” herein after shall mean individuals who access County’s Electronic Code.
- III. CONTRACTOR REQUIREMENTS:**
Contractor shall provide Services and Deliverables to County as described below:
- A. **Update the Code.** Contractor will update, maintain, and publish all Supplements to the Code and Electronic Code, ensuring that both the Code and Electronic Code are up to date, in accordance with the following:
 - 1. Step 1 – County Request
 - a. County shall forward to Contractor copies of the ordinances upon final enactment by County. Ordinances can be sent electronically to the following e-mail address established by Contractor: ords@municode.com. Ordinances can be in Word format or in hard copy format.
 - b. After receiving copies of the ordinances, Contractor shall reply to County to acknowledge the receipt of material. Contractor shall provide County with a Disposition List outlining the totality of the material that has been submitted to confirm the material that Contractor received is correct.
 - c. In County’s sole discretion, County may start the update process immediately or hold legislation pending a schedule provided by County.
 - 2. Step 2 – Editing:
 - a. Contractor’s editorial staff shall study new ordinances in conjunction with the existing provisions of the Code.
 - b. Pages of the Code containing provisions that are specifically repealed or amended by ordinance shall be changed to remove such repealed or amended provision and to insert the new ordinances.
 - c. Should Contractor detect conflicts, inconsistencies or duplication in the Code as the new ordinances are included, Contractor shall notify County so that remedial action may be taken.
 - d. Editorial Notes: Appropriate editorial notes shall be prepared and appended to the new sections as deemed necessary by Contractor’s editor.
 - 3. Step 3 - Mark-Up:
 - a. Contractor shall use a proprietary mark-up language to create the Supplement.
 - 4. Step 4- Indexing:

- a. When the inclusion of new material necessitates changes in the Index, Contractor shall prepare appropriate entries and print or reprint the necessary pages of the Index to include the new entries.
5. Step 5 - Proofreading:
 - a. Contractor shall examine the supplement to ensure editorial accuracy (e.g., spelling, capitalization, code hierarchy and layout).
 - b. Contractor shall re-examine the new ordinances in order to make sure the ordinances are edited thoroughly and accurately by Contractor.
 - c. Contractor then shall proofread each ordinance line by line and compare each ordinance to the newly added text in order to ensure all material is correct.
 6. Step 6 – Corrections:
 - a. Should Contractor find any discrepancies to the ordinances through the Editing, Indexing, and/or Proofreading steps above, Contractor shall notify County to ensure the ordinances are correct and consistent with the existing Code.
 7. Step 7 – Proof
 - a. Contractor’s Editorial team shall provide County with a proof of each Supplement in PDF format to review.
 - b. Upon receiving the proof, County will return the proof within two (2) weeks.
 - c. Upon receiving the return of the proof, Contractor’s editorial team shall make necessary changes and return it to County. This process shall be repeated until Contractor receives an approval from County.
 8. Step 8 – Printing and Shipping Deliverables
 - a. Contractor shall keep the Code up-to-date by the publication of Supplements that will contain newly enacted ordinances of a general and permanent nature.
 - i. Supplements are scheduled to be printed quarterly in March, June, September and December. A maximum of thirty (30) calendar days will be allowed for delivery of a printed Supplement.
 - ii. The schedule can be adjusted to meet the needs of County at any time.
 - iii. Contractor shall print, punch hole, insert divider tabs and ship two (2) copies of the Supplements to County.
 - iv. Instruction Sheet: Each Supplement will contain a page of instruction for removal of obsolete pages and insertion of new pages. The latest ordinance included in the published Supplement will be noted in boldface type on the Instruction Sheet.
 - v. A checklist of up-to-date pages will be prepared and kept current for the benefit of the user. The checklist of up-to-date pages is a list of each page in the Code and the most current Supplement from which it is derived. The checklist allows instant determination of whether the user is relying on a page reflecting current ordinances.
 - b. Contractor shall ship the Supplements to:

OC Clerk of the Board
Attn: Robin Stieler
333 W. Santa Ana Blvd, Room 469
Santa Ana, CA 92701

9. Step 9 – Electronic Code / MunicodeNEXT
 - a. Contractor shall set up and maintain a link to County’s website for County access to the database at Contractor’s website (www.municode.com).
 - b. Within two weeks of shipment of final Supplement, Contractor shall upload, update and maintain the Codified Ordinances of the County of Orange database online at Contractor’s website as stated above. The Code is integrated with a search engine and amendments to the Code are incorporated as the Code book is updated.
 - c. Contractor shall post the Supplement online and create any necessary electronic products, including but not limited to: WORD-DOCX, PDF, and Folio downloads.
 - d. Contractor shall provide Standard Features included in the MunicodeNEXT as **further set forth in** Attachment C, incorporated herein by this reference.
 - e. Contractor shall provide CodeBank, which is a premium feature that is included with MunicodeNEXT. Contractor shall provide a list of previous supplements on-line for archival search purpose.
 - f. There will be additional costs for these services as outlined in Attachment B.

10. Step 10 – Tables:

Contractor shall prepare and/or update these tables for the Code and Electronic Code:

 - a. Table of Contents: The table will be kept current to reflect new Supplements in the Code volume.
 - b. Comparative Table: This table will list the ordinance number and description included in each Supplement and set out the location thereof. This Table will be inserted preceding the Index.

11. Contractor shall process and complete Supplements within thirty to forty calendar days from County request.

12. Off Site Storage: Contractor shall ensure data is backed up utilizing Microsoft’s Azure Government secure cloud environment. Contractor will guarantee a Service Level Agreement (SLA) of 99.95% uptime. SSL encryption will be used by default to secure access to the site and the entire platform will be backed up to multiple geographic locations within the Azure Government cloud ecosystem. Contractor shall perform the key items below to ensure to maintain security in this environment:
 - a. Proper authentication and authorization for accessing cloud resources
 - b. Consistent security hygiene of Cloud resources while understanding the client responsibilities in this area. This means ensuring properly securing configurations and managing risk vulnerabilities through the timely and efficient patching and maintenance of the environment
 - c. Managing privileged accounts that have administrative level of access to cloud resources
 - d. Ongoing monitoring and reporting of cloud resources

B. Administrative Support Services

1. Contractor shall publish and maintain an inventory of Codes for sale to the public at no expense to County.

2. Contractor shall be responsible for having available up-to-date copies of the County Code and future Supplements for purchase by current and future customers.
3. Contractor shall provide a link to the public via Contractor's website to purchase copies of the Code.
4. County can provide a link to Contractor's website via County's website.
5. Contractor shall incur all handling expenses and risks of future sales of the Code. There shall be no cost incurred or liability to County for the expenses involved in furnishing copies of the Code, Electronic Code, Supplements, and website link to the public.
6. Contractor shall provide ADA Compliance Enhancements
7. Enhanced functionality of MunicodeNEXT features
8. Contractor shall perform Microsoft Azure secure cloud back-up
9. Contractor shall integrated search capabilities
10. Contractor shall increase internet bandwidth
11. Contractor shall guarantee SLA (Service Level Agreement) of 99.95% uptime

C. Provide Additional Services as needed including but not limited to the following:

1. Graphics: Should the Supplement contain table, drawing or graphics for which special methods of reproduction or modification are required, there will be additional costs at outlined in Attachment B.
2. Additional copy of Code: County can purchase additional copies of the Code and Electronic Code at prices specified in Attachment B. Price for Code includes pages, a black binder, and tabs. The Code shall be shipped within four to six business days from County's request.
3. OrdBank:
 - a. OrdBank is a premium feature that is added-on to the County's Electronic Code, MunicodeNEXT. This feature is optional and will be processed by Contractor upon County's request on an "as needed" basis. There will be additional cost for this service as outlined in Attachment B.
 - b. With OrdBank feature, Contractor shall post newly adopted ordinances online before the ordinances got updated to the Code at the next scheduled Supplement. Upon completion of the next scheduled Supplement, Contractor shall link these ordinances in history notes and store them in County's current OrdBank Repository under the "OrdBank" tab.

**ATTACHMENT B
COMPENSATION/INVOICING**

- I. **COMPENSATION:** This is an all-inclusive, Usage Contract between County and Contractor for Codified Ordinance Supplement Services, as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the Total Contract Amount and the Fixed Prices specified herein below unless authorized by amendment in accordance with Article C and P of the County Contract Terms and Conditions.**

- II. **FEES AND CHARGES:** Payment shall be made in accordance with the provisions of this Contract.

TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$35,000.00

A. Code Updates:

1. Codified Ordinance Supplement Services:

Base Page Rate: Page Format: 81/2x11 in, double column: \$16.75 per page

2. Internet Code Update Services:

MunicodeNEXT (Standard Features, Custom Banner,
CodeBank included): \$350.00 Annual Fee

B. Administrative Support Services: \$500.00 Annual Fee

C. Additional Services:

- a. Images, Graphics and Tables: \$10 each
- b. County Purchase extra Code (electronic download): \$75.00 per update
- c. County Purchase extra Code (printed copy with Binder, Tabs): \$320
- d. County Purchase extra Code (printed copy with Tabs): \$250
- e. OrdBank \$30.00 per Ordinance
- f. CodeBank Compare \$250.00 Annual Fee
- g. MuniPro Edge \$295.00 Annual Fee

- III. **PRICE INCREASE/DECREASE:** No price increases shall be permitted during the Contract Term. All price decreases will automatically be extended to County. County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of one hundred twenty (120) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments shall be considered. County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit shall remain firm during the period of the Contract. Adjustments increasing Contractor's profit shall not be allowed.
- IV. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. **CONTRACTOR'S EXPENSE:** Contractor shall be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. **PAYMENT TERMS:** Invoices for Code Update Services and Additional Services are to be submitted in arrears after services have been completed. Invoices for MunicodeNEXT will be paid in advance of services provided. Should the Contract be terminated prior to the expiration date, Contractor shall promptly refund to County one twelfth (1/12) of the Annual Fee paid in advance, for the terminated services for each month remaining in the Contract period, which shall be computed based upon the date of written notice of termination. Payment will be net 30 days after receipt of an invoice in a format acceptable to County. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- VII. **INVOICING INSTRUCTIONS:** Contractor shall provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and shall include the following information:
- a. Contractor's name and address
 - b. Contractor's remittance address, if different from (A), above
 - c. Name of County agency/department
 - d. Delivery/service address
 - e. Contract number : **MA-011-21011354**
 - f. Service Date
 - g. Description of Services
 - h. Total
 - i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

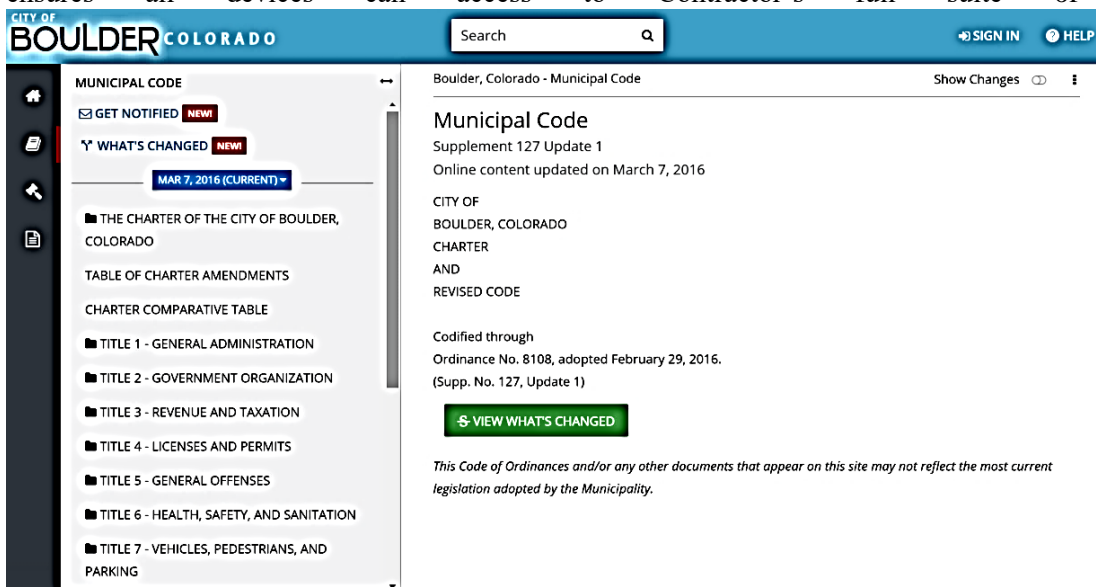
OC Clerk of the Board
Attn: Purchasing Division
333 W. Santa Ana Blvd, Room 469
Santa Ana, CA 92701

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C

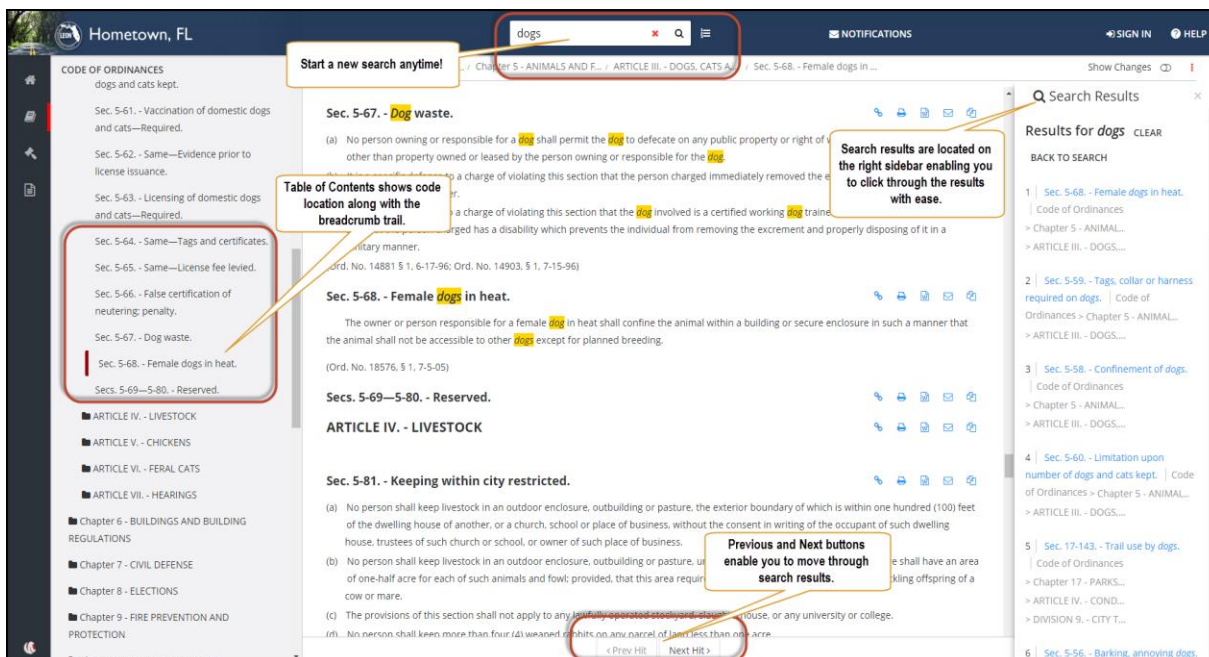
Standard Features included in Electronic Code/MunicodeNEXT

- I. Responsive Design** – Contractor designs MunicodeNEXT to function on any devices. Contractor ensures all devices can access to Contractor’s full suite of features.



- II. Mobile and Tablet friendly** – MunicodeNEXT application provides touch friendly icons, easy-to-access menus, and fly overs functions.

- III. Searching** – Contractor shall provide Search function that starts with Search popover then move to a persistent right-hand sidebar as Users cycle through the results. This enables them 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. The Searching function also enable Users to sort results by relevance or book order as seen in the screenshot below.



Search Components includes:

- A. **Advanced Searching** – Contractor shall provide Users the options to conduct searches using Natural Language, Boolean Logic.
- B. **Multiple Publications** – If Users have multiple publications (code, zoning, etc.), this Searching function will allow Users to search from one interface.
- C. **Searchable ordinances** – With OrdBank service, ordinances posted pre and post-codification will be full-text searchable.
- D. **Searching all content types** – With the OrdBank service, Contractor will enable Users the ability to search any combination of the code and ordinances. Contractor will display a list of Search results in color coded and label to differentiate the Code and the Ordinance.
- E. **Narrow Searching** – Users will 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!
- F. **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under Users browser’s bookmarks or favorites tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.

The screenshot displays a search interface for 'animals'. At the top, there is a search bar with the text 'Search Away!' and 'animals'. Below the search bar, there is a 'RESET' button and an 'ADVANCED' dropdown menu. A 'SEARCH' button is located to the right. The results section shows 'Showing results 1 - 25 of 78' and '25 per page'. The 'Sort by' dropdown is set to 'Relevance'. The 'Facets' sidebar on the left lists 'Products' (Code of Ordinances: 72, Unified Development Code: 3, Unified Development Ordinance: 3) and 'Content' (Chapter 5 - ANIMALS AND FOWL: 36, Chapter 29 - ZONING: 10, Chapter 12A - LAND PRESERVATION: 4, Hometown, Florida - Unified Development Ordinance: 3). The search results list includes 'Sec. 16-260. - Animals and birds.', 'Sec. 5-57. - Dangerous or aggressive animals.', and 'Sec. 5-3. - Disposition of animals biting or attacking persons.'. A breadcrumb trail is shown for each result: 'Code of Ordinances / Chapter 5 - ANIMALS AND FOWL / ARTICLE III. - DOGS, CATS AND OTHER ANIMALS'.

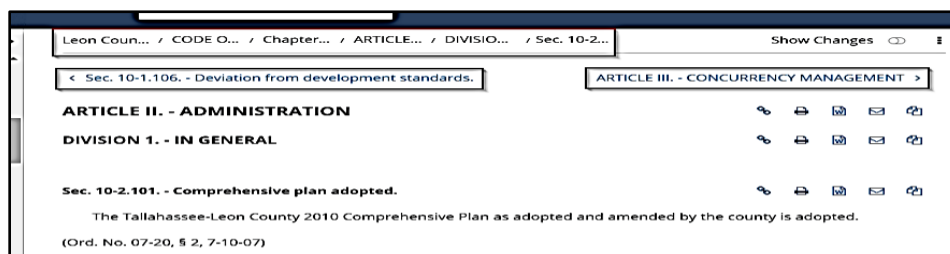
Search enhancements coming with MunicodeNEXT includes (see screenshot above):

1. Multiple products as facets on the left.
2. Number of hits in content types and products displayed.
3. Able to sort code results by relevance OR book order.
4. Able to sort ordinance results by relevance OR date order.
5. Able to sort MuniDocs (minutes, etc.) by relevance OR date order.
6. Breadcrumb trail on each search result.

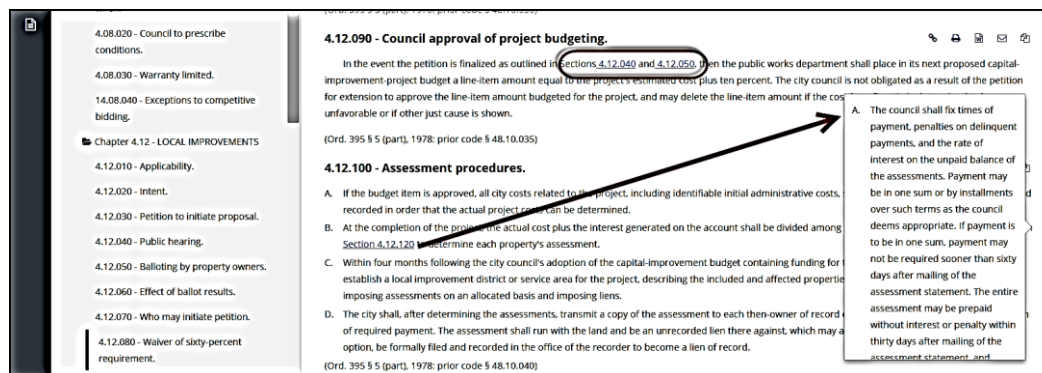
7. *Prev/Next buttons to navigate through hits.*
8. *Contractor will be using the ElasticSearch Synonym plugin to provide a **global synonym list** shortly after the MunicodeNEXT release.*
<https://www.elastic.co/guide/en/elasticsearch/reference/current/analysis-synonym-tokenfilter.html>

IV. 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. They will also be able to print, save or email non-sequential sections from multiple portions of County’s code(s).

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



- A. **Internal Cross-Reference Linking** – Contractor shall provide the Cross-references within Electronic Code. This function will link to their respective destination Article, Chapter, or Section.
- B. **Collapsible TOC** – Contractor will make sure the table of contents collapses and is re-sizeable, providing additional real estate with which Users may view the code. This function will allow Users view the maps, graphs and charts by simply enlarging the item.
- C. **Mouseover (cluetips)** – Contractor shall include this function that allows Users to navigate to the Code and any linked cross-reference with pop-up preview windows.
(Cross-reference linking and mouseover shown below)



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

VII. Static Linking – Contractor shall enable the Users to copy links of any section, chapter or title to share via email or social media.

- VIII. Scrolling Tables and Charts** – Contractor shall implement this function for the headers stay fixed while Users scroll through the table/chart.
- IX. GIS** –Contractor will provide a permalink to any code section and assist County staff to create a link from GIS system to relevant code sections.
- X. In-line Images & PDFs** – Contractor will ensure that the code images match online and in print, and are captured at the highest quality possible. The online graphics can be enlarged by hiding the table of content to maximize the image. Contractor will also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.
- XI. Support** – Contractor will support Users via phone, email and web support. Contractor shall respond to citizens and County staff within 24 hours via email from the time they receive email support request. Contractor’s support line shall accept Users’ service calls from 8:00 a.m. to 8:00 p.m. (Eastern Time).