



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.co.washoe.nv.us

CM/ACM	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
DA	<input checked="" type="checkbox"/>
Risk Mgt.	<input checked="" type="checkbox"/>
HR	<input type="checkbox"/>
Other	<input type="checkbox"/>

STAFF REPORT

BOARD MEETING DATE: May 24, 2016

DATE: May 17, 2016
TO: Board of County Commissioners
FROM: Jennifer L. Gustafson, Deputy District Attorney
THROUGH: Paul A. Lipparelli, Assistant Washoe County District Attorney

SUBJECT: Recommendation to approve a three-year contract between Washoe County and Municipal Code Corporation ("Municode") for professional services related to republication and supplementation of the Washoe County Code, and to authorize future renewal options to be executed by the District Attorney.

SUMMARY

It is recommended that the Board of County Commissioners ("Board") approve a three year professional services contract between Washoe County and Municode for republication and future supplementation of the Washoe County Code. It is further recommended that the Board authorize the District Attorney to approve future renewal options for Municode's professional services.

BACKGROUND

The Washoe County Code needs a makeover. The code was last republished in April 2012 (Supplement No. 13). Since that time, Washoe County has passed 30+ ordinances adding, deleting and amending various code provisions.¹ These amendments must be incorporated into the Washoe County Code so that every person living, working and recreating in Washoe County can refer to a unified code document.

Historically, the District Attorney's Office has manually updated the Washoe County Code. This was a lengthy process involving a significant number of attorney hours. Accordingly, the District Attorney's Office began to research code publication servicers to perform the largely ministerial task of updating the Washoe County Code. The District Attorney's Office believes that utilizing a code publication servicer will allow for

¹ This figure does not include the Washoe County Development Code (Chapter 110), which is published separately from the Washoe County Code.

more frequent updates to the Washoe County Code, and will free-up attorney time and resources.

After review, it is recommended that Washoe County enter into an agreement with Municode under the terms and conditions including in the attached Professional Services Contract and the attached Contractor's Proposal, dated March 29, 2016 (Exhibit A). A brief summary of the agreement and services provided follows:

- Republication and online hosting of Washoe County Code, including incorporation of ordinances passed from 2012-2015 [base cost of \$13,000]
 - Includes:
 - Conversion of code to the Municode database
 - Updating preliminary pages, editing, proofreading, indexing, formatting
 - 10 printed copies
- Supplementation and online hosting of Washoe County Code, annually or as frequently as requested by Washoe County [\$19 per page]
 - Includes:
 - Data conversion & editorial work
 - Updating electronic versions of online code
 - 10 printed copies
- MyMunicode bundle [no charge for the 1st year; thereafter, Washoe County will elect which online services the County would like to purchase at prices specified in Exhibit A].
 - Includes:
 - Online Code, OrdBank, CodeBank, CodeBank Compare & eNotify, MuniPro, Custom Banner (descriptions of these services are available in Exhibit A, pages 10-13).

It is also recommended that the Board authorize the District Attorney to approve future renewal options, select which online services Washoe County will utilize, and continue to determine the frequency of code updates.

FISCAL IMPACT

Costs for the initial republication (including incorporation of ordinances passed from 2012-2015), and costs for supplementation (incorporation of ordinances passed in 2016) are already encumbered in FY 2016/17 budget for Cost Center 106100, PO 5500019901. Future anticipated costs for code supplementation are likely to come out of existing DA general funds.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve a three-year contract between Washoe County and Municipal Code Corporation ("Municode") for

professional services related to republication and supplementation of the Washoe County Code, and to authorize future renewal options to be executed by the District Attorney.

POSSIBLE MOTION

If the Board of County Commissioners agrees with the recommendation, a possible motion would be to approve a three-year contract between Washoe County and Municipal Code Corporation (“Municode”) for professional services related to republication and supplementation of the Washoe County Code, and to authorize future renewal options to be executed by the District Attorney.



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is between **WASHOE COUNTY** ("County"), a political subdivision of the State of Nevada, and **MUNICIPAL CODE CORPORATION** (Contractor), a Florida corporation, whose address is PO Box 2235, Tallahassee, FL 32316.

1 RECITALS:

1.1 The County desires to use the services of the Contractor for the purpose of republishing, updating and providing online hosting for the Washoe County Code.

1.2 The Contractor has agreed to provide the services outlined in the Contractor's Proposal, Exhibit A, upon the terms and conditions set forth in Exhibit A and this Professional Services Contract ("Agreement"). Contractor will perform no service under this Contract until direction from an authorized County employee is issued and received by Contractor.

2 **TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION:** The services to be provided under this Contract shall commence on the Contract Execution date, and shall continue for a period of three (3) years. Thereafter, the Supplement Service may be automatically renewed from year to year, provided that either party may cancel or change this agreement with sixty (60) days written notice.

3 **PRICE:** The County will pay the Contractor for the performance of this Contract at the prices specified in the Contractor's proposal. Pricing shall be valid throughout the term of the contract.

4 **FUNDING OUT CLAUSE:** In the unlikely event Washoe County fails to appropriate or budget sufficient funds for payments due to Contractor under this Agreement, Washoe County will notify Contractor, and this Agreement shall immediately terminate without penalty, charge or sanction to the County, except the County shall pay for services already rendered on or before the date of the County's notice to Contractor. The parties understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

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 Contractor's proposal dated March 29, 2016
- 5.2 Professional Services Contract
- 5.3 Certificate of Insurance & Workers' Compensation

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 County at the following addresses:

Washoe County District Attorney's Office
Fiscal Compliance Officer
Attn: Vicky Jakubowski
P.O. Box 11130
Reno, NV 89520

7 **COMPLIANCE WITH THE LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Nevada. Each party consents to the personal jurisdiction and venue of any state or federal court of competent jurisdiction located in Washoe County, Nevada, and to service of process by any means authorized by such state or federal court. 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 County assumes no duty to insure 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 County's Risk Management 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 County.

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 County 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 **CERTIFICATE OF INSURANCE:** As evidence of the insurance coverages required by this Contract, the Contractor and their subcontractors, shall furnish a certificate of insurance to:

Washoe County Risk Management

Attn: Doreen Ertell

P.O. Box 11130
Reno, NV 89520

8.4 **CONTINUATION OF COVERAGE:** The Contractor shall not cancel, materially change or fail to renew insurance coverages. The Contractor shall notify the Risk Management 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 County to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the County may deem such failure to be a breach of this Contract.

8.5 **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.

9 **INDEMNITY:** The Contractor hereby releases and agrees to indemnify, defend and hold harmless the County and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature made against the County, excepting a claim arising from interpretation of language or images contained in the Code, incurred by any person or corporation, and arising from any intentional act, negligent act or negligent failure to act connected with, in any manner, directly or indirectly, the Contractor's operations.

10 **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 County. The Contractor will not be supervised by any employee or official of the County nor will the Contractor exercise supervision over any employee or official of the County. The Contractor shall not represent that Contractor is an employee or agent of the County in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. **The Contractor is not entitled to County 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 **ASSIGNMENT AND AMENDMENTS:** The Contractor may not transfer or assign this Contract to a third party, nor in any way amend this Contract without prior written consent of the County.

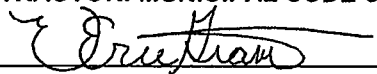
13 **VERIFICATION REGARDING ILLEGAL ALIENS:** Contractor has confirmed the employment eligibility of all

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 County may be entitled to for a breach of this Contract, if the County 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 County.

EXECUTED this _____ day of _____, 2016.
(Do not date until signed by both parties)

CONTRACTOR: MUNICIPAL CODE CORPORATION

By: 

Title: PRESIDENT

By: 

Title: EXECUTIVE VP & COO.

COUNTY: WASHOE COUNTY, NV

By: _____

Title: Chair, Washoe County Commission _____

ATTEST:

By: _____

Title: Washoe County Clerk _____

EXHIBIT A



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

April 29, 2016

Ms. Jennifer Gustafson
Deputy District Attorney
County of Washoe
P.O. Box 11130
Reno, NV 89520

Sent via: jgustafson@da.washoecounty.us

Ms. Gustafson:

Thank you for recently speaking with our West Coast Sales Representative, Stephen Hall, and expressing interest in utilizing Municode for republication and supplementation services. We have reviewed the County's code and are pleased to submit the following updated information to the County of Washoe for republication services.

Our team is driven by the desire to serve you and your citizens. We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our commitment to service inspires us to: provide you with the highest quality legal codification services in the industry; set the standard for online and mobile services; ensure that you receive the most accurate and timely supplements possible and to work with you as a long-term partner. Our desire to serve you is why we have chosen this profession.

Why Municode?

Integrity. *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

Attorneys. We have a team of full-time attorneys. All of your legal work will be completed by our experienced team of in-house attorneys.

Experience. With over 3,700 customers in all 50 states, we are the most trusted and experienced codifier of local government codes in the nation. Our team of attorneys has an average of over 20 years of codification experience. With over 180 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

Relationships. For over 64 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

Quality. We are committed to excellence in every product that we create. Our team of legal editors and legal proofreaders, each averaging over eight years of service, is dedicated to providing you with the most accurate and timely product available in the nation.

Technological Leadership. MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

Why Our Clients Love Us

Applying our Legal Experience. We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 64 years and have worked for decades serving the biggest and most advanced municipalities in the nation, as well as 12 clients located in Nevada. No other codification company has this level of experience and knowledge that can be harnessed for your benefit.

Team Approach. We have 14 legal editorial teams, over 35 legal editors and over 20 legal proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

Customer Service. Our goal is to fully understand your unique needs. In order to do so, we will establish a routine meeting schedule with you. Your Municode representative, Stephen Hall, is able to meet with you in person anytime. Gregory can also provide onsite training or host webinars throughout the term of the contract. Steffanie Rasmussen will serve as your internal customer service "go to" person.

Your Representative. Municode's West Coast Regional Sales Representative, Stephen Hall, is located in Southern California. He is available to answer questions and meet with you, as needed. Stephen has worked with the Federal Government, State and local municipalities for over 16 years throughout the United States with Laserfiche where he served as Vice President of Business Development and Sales. He visits Nevada often and regularly attends the Nevada Municipal Clerks Association Conference and the IIMC Conference. Stephen is supported by our entire team in Tallahassee.

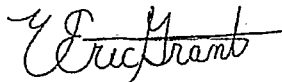
Real People. If you have a question, our response time is normally less than a few minutes via e-mail (constantly monitored) or within the half-hour for phone correspondence. When you call us, you will find that our phones are answered by our employees...not an automated answering service.

Personal Touch. We are a family-owned, medium size business which means you will receive a level of personal service that is unparalleled in the industry. We earn our reputation by providing exceptional customer service, offering helpful suggestions and developing solutions for your unique situation.

Responsible Citizen. We are proud to support numerous Clerk, Attorney, Municipal and County Associations. Additionally, we partner with the International Institute of Municipal Clerks and International Municipal Lawyers Association to provide services to their members. Our Vice President of Sales, Dale Barstow, is the President of the Municipal Clerks Education Foundation. We are also extremely active within our community, supporting the United Way, Boys Town and Ability First through quarterly employee volunteer days.

If you have any questions or desire additional information, please call and speak with our West Coast Sales Representative, or our Assistant Vice President of Sales, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,



W. Eric Grant
President

WEG/sv

Enc.

Cc: Steffanie Rasmussen, Assistant Vice President of Sales

steff@municode.com

800-262-2633 ext. 1148

Stephen Hall, West Coast Regional Sales Representative

shall@municode.com

(310) 422-2095

Executive Summary

Republication, Supplementation and MunicodeNEXT:

*Logic: Give your municipality a fresh start. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

⌘ Republication	\$13,000 ¹
⌘ Supplementation	\$19 per page
⌘ Online hosting and support	1 st year fee waived, then \$395 ²

Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind when comparing proposals:

- ⌘ The republication base cost of **\$13,000** is based on a **1,300 page, single column code**;
- ⌘ Supplement charges - **single column per page rate of \$19**;
- ⌘ The **online code fee is waived the 1st year** and then **only \$395** for our basic service.
- ⌘ If you would like to further enhance the transparency of your online code, you can elect the MyMunicode bundle for no charge the first year and only **\$1,800 per year afterwards!**
- ⌘ Municode **does not** charge an extra fee for posting supplements online.
- ⌘ Municode **does not** charge an extra fee for printing your supplement pages.
- ⌘ Municode **does not** charge a supplement handling fee.

¹ Please see page 4 for additional pricing details.

² Please see page 6 for additional features and pricing available on our MunicodeNEXT platform.

Pricing Quotation Sheet

Republication (Supplement No. 14) base cost, includes **\$13,000**

- Conversion of the Code to Municode database
- Inclusion of legislation from 2012-2015 (excludes any new Zoning or Form Based Codes)
- The current code can be posted online as PDF during republication proposal
- Updating of preliminary pages (title page, officials page and preface, table of contents, table of sections added/amended/repealed, index)
- New page footer to notate Supplement No. 14 on all pages
- New page numbers
- Editing
- Proofreading
- Graphics, images and tabular matter
- Proofs
- Indexing
- Page formatting (make selection below)
- 10 printed³ copies with divider tabs & binders (select binder color below)
- State Law Reference Footnotes (make selection below)
- Base page count is 1,300 single column pages

Format Elections

Font: Times New Roman

Font Size: 10 Point

Page Format: Single Colum

Binder Color: Hunter Green

Binder Stamping Color: Gold

State law reference footnotes:

Leaving State Law Reference Footnotes as they are in the code (internal citations remain the same)

Items not included in base cost

- | | | |
|---|---|---------------------------------------|
| Ⓢ | Reorganizing, renumbering or legally reviewing code content | \$19 per page added or amended |
| Ⓢ | Inclusion of legislation adopted after 2015 | \$10 |
| Ⓢ | Pages over 1300, 10 point single column, per page | Actual |
| Ⓢ | Freight | If applicable |
| Ⓢ | State sales tax | |

Payments for Republication (Supplement No. 14) project

- | | | |
|---|--------------------------|----------------|
| Ⓢ | Execution of Agreement | \$7,700 |
| Ⓢ | Submission of Draft Code | \$3,200 |
| Ⓢ | Delivery | Balance |

³ Municode uses only acid-free paper.

Supplement Service Base Page Rate⁴ Quotation Sheet

Supplement Service Base Page Rate

Page Format	Base Page Rate
Single Column	\$19 per page

Base page rate above includes:

- ⌚ Acknowledgement of material
- ⌚ Data conversion, as necessary
- ⌚ Editorial work
- ⌚ Proofreading
- ⌚ Updating the index
- ⌚ Schedule as selected by client⁵
- ⌚ Updating electronic versions⁶ and online code
- ⌚ Printing 10 copies

Base page rate above excludes:

- ⌚ Freight
- ⌚ State sales tax
- ⌚ Graphics⁷ & tabular⁸ matter
- ⌚ MyMunicode or online code

**Actual freight
If applicable
\$10 per page
Selections on page 6**

Electronic media portions for Code of Ordinances (Sent via download)⁹

- | | | |
|--------------------------|------------------------------|---------------------------------------|
| <input type="checkbox"/> | Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> | WORD (DOCX) | \$150 initially then \$75 per update |
| <input type="checkbox"/> | Adobe PDF of the code | \$150 initially then \$75 per update |
| <input type="checkbox"/> | Adobe PDF of each supplement | \$150 initially then \$75 per update |

Payment for Supplements and Additional Services:

- ⌚ Invoices will be submitted upon shipment of project(s).

⁴ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Internet Publishing and web search portals (NAICS 519130) as reported by US Department of Labor – Bureau of Labor Statistics.

⁵ 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.

⁶ We do not charge a per page rate for updating the internet; however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

⁷ Includes printing all copies. Additional fees will apply if graphics are printed in color.

⁸ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁹ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, XML, Folio or Word, via one of the afore-mentioned mediums.

Online Services Quotation Sheet

Elections below will be implemented upon completion of the republication project.

Please check the appropriate box (es) to indicate your selection:

Washoe County will elect the MyMunicode bundle for the first year at no charge, as indicated on page 3 of this proposal, so that Washoe County can determine which online services best serve the County's needs. Before expiration of the one-year trial period, Washoe County will notify Contractor which online services the County would like to continue utilizing at the prices specified below.

Value Pricing:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> MyMunicode ¹⁰ <u>includes</u> the following: | \$1,800 annually¹¹ |
| <input type="checkbox"/> Online Code = MunicodeNEXT | |
| <input type="checkbox"/> OrdBank | |
| <input type="checkbox"/> CodeBank | |
| <input type="checkbox"/> CodeBank Compare | |
| <input type="checkbox"/> eNotify | |
| <input type="checkbox"/> MuniPRO | |
| <input type="checkbox"/> Custom Banner | |

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> Online Code = <i>MunicodeNEXT</i> , (annually) | \$395 |
| <input type="checkbox"/> CodeBank (annually) | \$150 |
| <input type="checkbox"/> CodeBank Compare + eNotify ¹² (annually) | \$250 |
| <input type="checkbox"/> MuniPRO Service (annually) | \$295 |
| <input type="checkbox"/> Custom Banner, onetime fee | \$250 |
| <input type="checkbox"/> MuniDocs | Quote available upon request |

ORDINANCES PENDING CODIFICATION

Option 1) OrdBank

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee (36 ordinances per year x \$35 = \$1,260) | \$35 |
| <input type="checkbox"/> Flat annual fee (recommended if MyMunicode is not selected) | \$900 |

Option 2) OrdBank + OrdLink

- | | |
|--|----------------|
| <input type="checkbox"/> Per ordinance fee (36 ordinances per year x \$60 = \$2,160) | \$60 |
| <input type="checkbox"/> Flat annual fee (recommended if MyMunicode is not selected) | \$1,000 |

Municode does not charge a per page rate to update the internet – this is all included in the supplement per page rate.

¹⁰ Municode does not charge a per page rate for updating the Internet – this is included in the supplement per page rate.

¹¹ Total Value if each item purchased a la carte would be approximately \$1,990 per year with participation in our OrdBank service.

¹² Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

Republication Scope of Services

Excellence

*"The code update went far beyond my expectations. Everyone at Municode was nice to work with and always responded in a timely manner. Your customer service was outstanding. Thanks again for a very positive experience."
- Barron, WI*

We will handle 100% of the publishing for you. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or electronic copy. We understand the scope of this project to include a complete republication of your code, continued supplementation and online hosting of your code. Upon completion of the republication project, supplementation services will commence.

Municode would like to offer the following approach for your consideration.

Project Leader: Dennis Sinnett, Vice President of the Supplement Department

When we republish your code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the re-composition, your entire code is reprinted. The supplement number designation will continue to use Washoe County's numbering system, with the next supplement being Supplement No. 14.

The process includes:

- ☞ Conversion to our database;
- ☞ Removal of supplement numbers;
- ☞ Updating of preliminary pages (title page, officials' page, and preface, table of contents, table of sections added/amended/repealed, index, etc.);
- ☞ New page numbers;
- ☞ Editing & proofreading;
- ☞ 10-point font, single column (unless otherwise instructed);
- ☞ Incorporation of maps, diagrams, charts and tables;
- ☞ Updating the index;
- ☞ Proofs provided for your review;
- ☞ Posting your newly republished code on MunicodeNEXT;
- ☞ Printing 10 new copies with binders and tabs.

The process does not include:

- ☞ Reorganizing the structure of your code;
- ☞ Review by an attorney;
- ☞ Incorporation of adopted legislation;
- ☞ Substantive editing or changes to the text.

Supplemental Updating

We will handle 100% of the publishing for your code. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or via electronic copy. Supplementation will start upon completion of the republication project on the schedule selected by the client. The re-publication, including incorporation of ordinances passed from 2012 through 2015, will constitute Supplement No. 14. Further supplementation will follow the County's numbering scheme.

Editorial Approach. We use a team approach to editing. This provides for consistency in editing, understanding and quality of work for you.

Ongoing Supplementation. Our goal is to meet and exceed the needs and expectations of our clients. Working with you and your staff, we will create whatever supplementation schedule will best serve you and your citizens.



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: *Eric Grant*

Title: President

Date: April 29, 2016

Accepted by:

COUNTY OF WASHOE, NEVADA

By: _____

Title: _____

Date: _____

MunicodeNEXT – Website Tools Defined

STANDARD FEATURES:

- ⌚ **Modern Design** – MunicodeNEXT was designed by our team with an emphasis on mobile devices. This means that tablet users will be directed to the full version of your site. This advance was made possible thanks to the responsive user interface that we have created. Being able to access the full version of MunicodeNEXT from a tablet means that your users will enjoy a more dynamic and satisfying user experience.
- ⌚ **Tablet friendly** – Tablet users are directed to the full desktop version of the site. The advanced user interface uses large buttons and icons, making it extremely touch friendly.
- ⌚ **Searching** – Search results begin in a popover, then move to a persistent left-hand tab as you cycle through the results. You can toggle between search and browse modes by selecting the appropriate tab. 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.
 - ⌚ **Advanced Searching** – You and your power users can conduct searches using Normal Language, Boolean Logic, Stemming, Fuzzy Search and Synonym search.
 - ⌚ **Searchable ordinances** – If you use our OrdBank service, ordinances posted pre and post-codification are full-text searchable with hit highlighting.
 - ⌚ **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 color coded and labeled for easy identification.
 - ⌚ **Narrow Searching** – Your users have the ability to search selected chapters or titles.
- ⌚ **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 will also be able to print, save or email non-sequential sections from multiple portions of your code(s).
- ⌚ **Multiple publications** – If you have multiple publications (code, zoning, etc.) they will all be searchable from one interface.
- ⌚ **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.
- ⌚ **Internal Cross-Reference Linking** – Cross-references within your code are linked to their respective destination Article, Chapter, or Section.
- ⌚ **Mouseover (cluetips)**. Navigate to your code and any linked cross-reference will quickly display the pop-up preview window.
- ⌚ **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 with a frameless view to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.
- ⌚ **Collapsible TOC**. The table of contents collapses and is re-sizeable, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- ⌚ **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 Standard Time.

MunicodeNEXT

(Take Your Online Code to the NEXT Level with these Exclusive, Premium Features!)

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 "ordinances" tab.

(Hyperlinked Ordinance in Text)

The screenshot shows the MunicodeNEXT interface. On the left is a navigation menu with categories like 'Codes', 'Archives', 'Ordinances', 'Munidocs', and 'Links'. The main content area displays 'SUPPLEMENT HISTORY TABLE' with a list of chapters. On the right, 'Ordinance No. 2010-07' is expanded to show 'Sec. 14-28. - Restraint of animals by owners.' with three sub-sections (a, b, c) detailing rules for running at large, general animal control, and heat for dogs and cats. A red arrow points to the ordinance number '2010-07' in the text '(Ord. No. 2010/7, 4-26-2010)'. Below it, 'Sec. 14-29. - Impoundment.' is also visible.

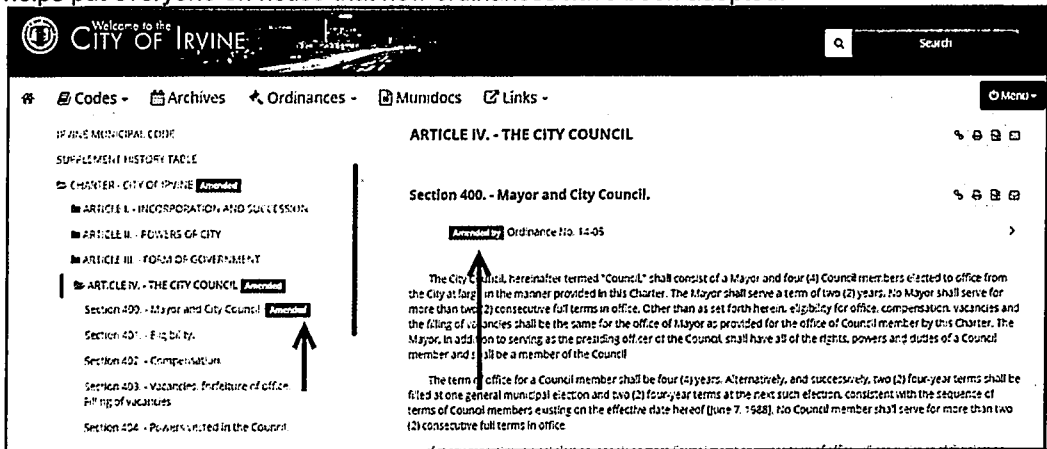
(One-Click Access to the Original Ordinance)

The screenshot shows a PDF viewer window titled 'Ordinance No. 2010-07'. The PDF content includes the year '2010/7' and the title 'Animal and Shelter and Control (rewrite of ordinance), Chapter 14, Article II'. A vertical stamp on the right side of the page reads '2010/7 Animal and ordinance), C' with a 'Municode classic' logo. The viewer interface includes 'Pdf', 'Details', and 'Download' buttons at the top.

(OrdBank Repository)

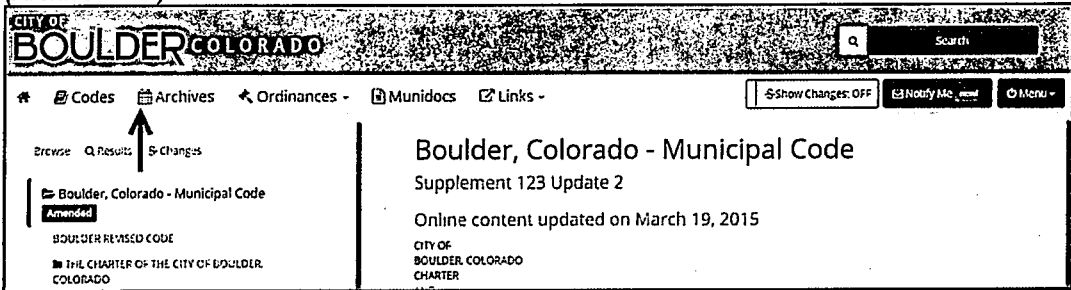
The screenshot shows the 'OrdBank Repository' for the City of Boulder, Colorado. The header includes the city name and a search bar. The main content area is titled 'Ordinances for Boulder, CO Municipal Code' and lists '13 ordinances'. A sidebar on the left shows a 'Municipal Code' section with a list of supplements (Supplement 123 Update 2 through 8 and Unroad Red). Below the title, there is a note: 'Please use the table of contents pane to navigate to the ordinance you're looking for. Alternatively, use the application-wide search box to search.'

OrdLink + OrdBank. Prior to incorporating the ordinances into your code via supplementation, the OrdLink system 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 helps put everyone on notice that new ordinances have been adopted.

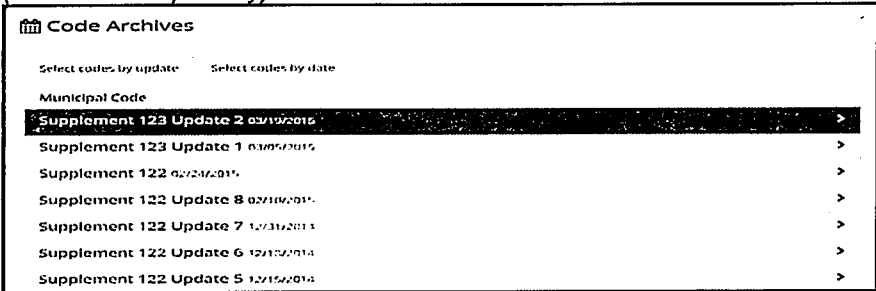


CodeBank. Our CodeBank service serves as an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

(Archives Tab)

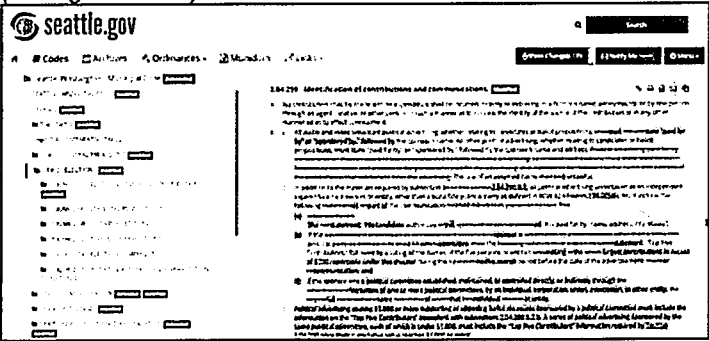


(Permanent Repository)



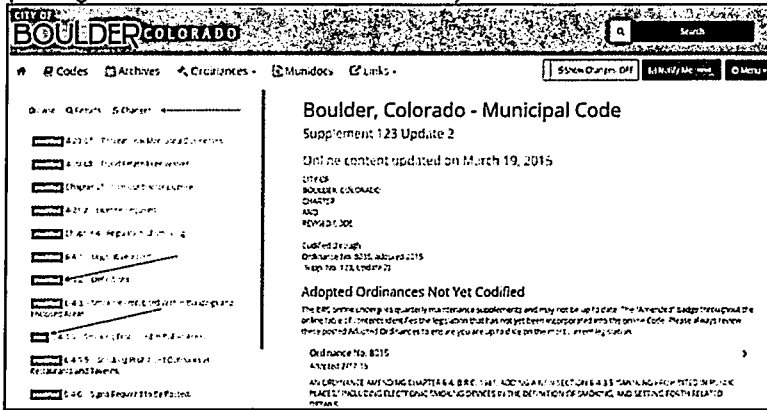
CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your Code. The differences will be shown via highlights (added material) or strikethrough (deleted material).

(Changes in Text)



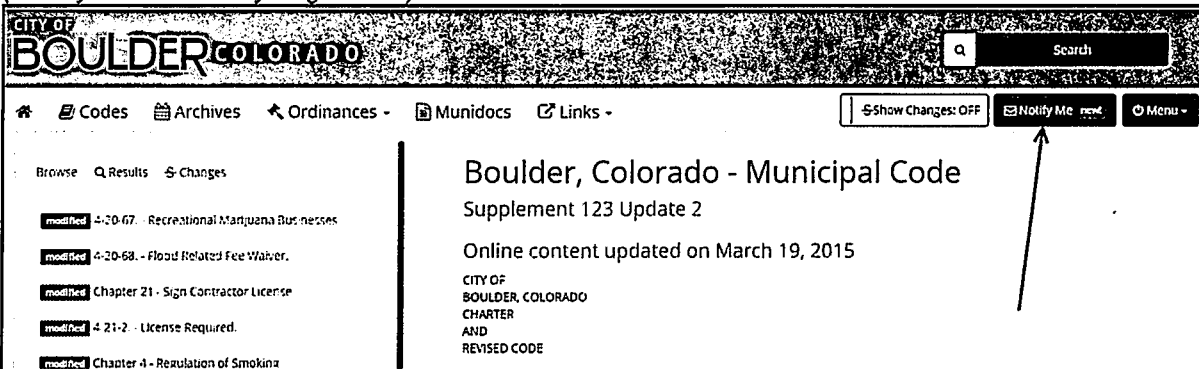
Users will be notified of the changes in the table of contents and within the text of your code via "Modified," "New," or "Removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

(Changes Tab in Your Table of Contents)

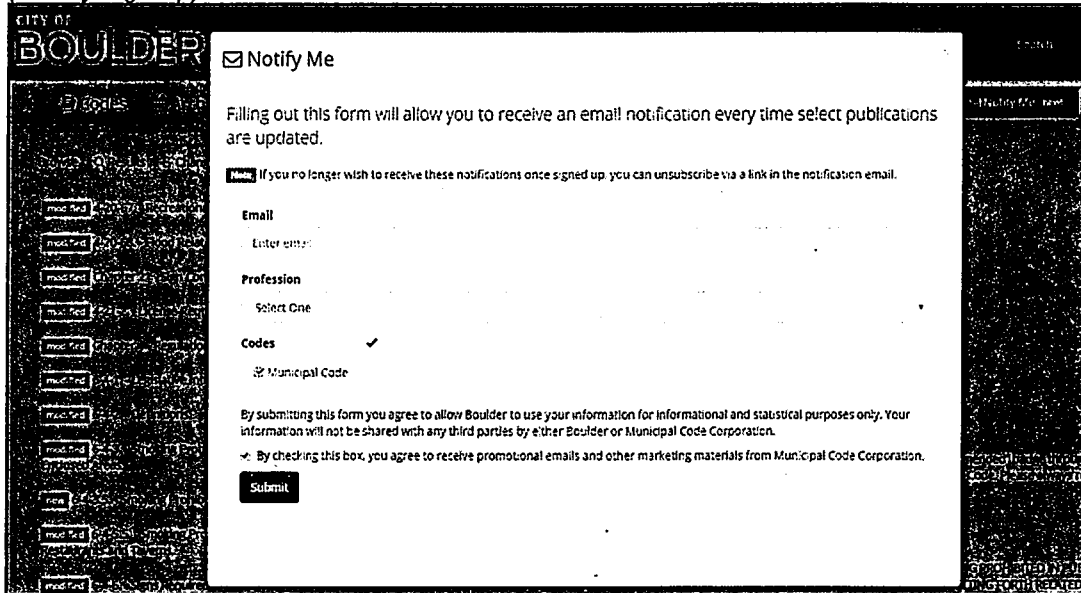


eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your Code of Ordinances is updated by Municode.

(eNotify Button for Easy Registration)

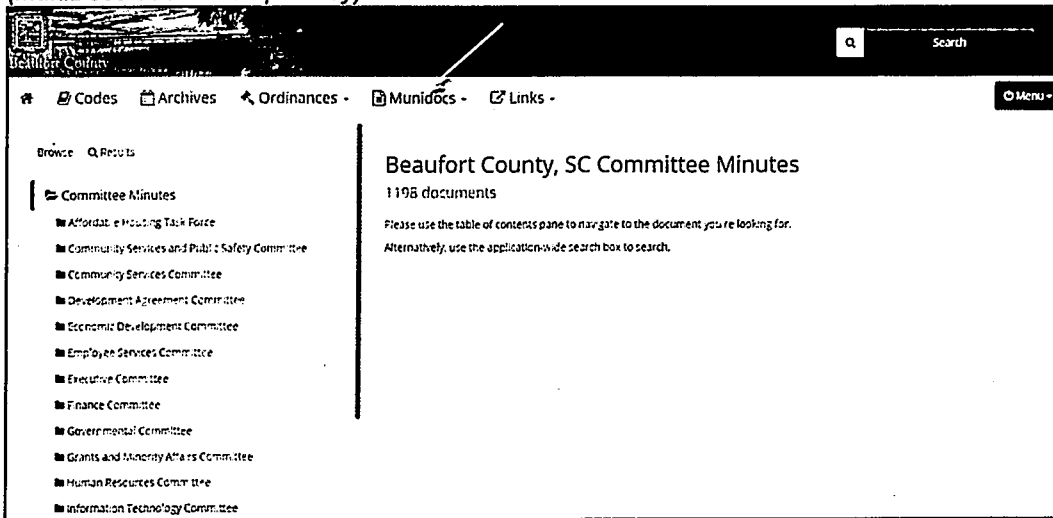


(eNotify Sign-Up)

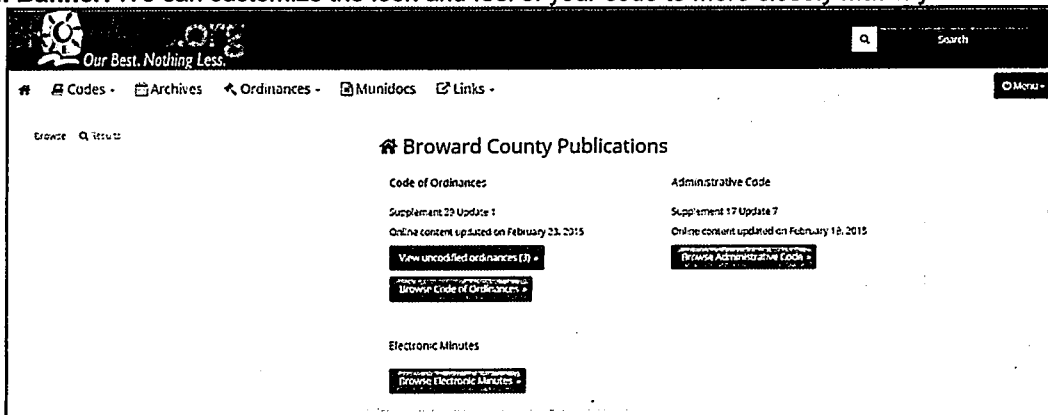


MuniDocs. Enables municipal users to send material of your choosing directly to us to upload documents to your online code. Let us do all the work and upload your Minutes, Resolutions, Budgets, and or any other non-code material online. Your collection of documents, will be posted alongside your online code and will be fully searchable and filterable for ease of use. No need for you and your staff to learn and manage a new system.

(MuniDocs Tab and Repository)



Custom Banner. We can customize the look and feel of your code to more closely match your website.



MuniPRO. MuniPRO Searching allows you to search the nearly 3,100 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:

- ① **Multiple Code Search.** Search all codes within one state, multiple codes within one state, or search all 3,100 codes in the entire U.S. hosted by us! Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ① **MuniPRO Favorites.** Create a "favorites" list of frequently visited codes or sections. This will save time by making navigation a one-click process from your dashboard.
- ① **MuniPRO Notes.** Create a note and attach it to any document in any publication. Note icons will show in both the table of contents and search results page, alerting the user to a previously written note. Notes can be shown or hidden when browsing and searching a publication, and a global listing of notes can be accessed with a single click from your dashboard.
- ① **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons will appear in the table of contents and search results, and can also be accessed from a single click.

What Our Clients Say about Partnering With Us

"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."

"We certainly couldn't have done it without your team. MCC is a very customer oriented company."

"I find everyone at Municode delightfully friendly and helpful. You are all very professional. It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."

"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."

"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"

"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."

"You are true professionals and great to work with!"

"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."

"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"

"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."

"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!!"