

PROFESSIONAL SERVICES CONTRACT

between

STERLING CODIFIERS, INC.

and the

CITY OF REDLANDS, CALIFORNIA

Section 1. General Provisions.

This contract provides for the performance and delivery by Sterling Codifiers, Inc., in return for the consideration as stated herein, of the specialized professional services of ordinance codification of the legislation of the City of Redlands, having been entered into between the City of Redlands, County of San Bernardino, State of California, hereinafter termed "City", and Sterling Codifiers, Inc., whose principal office is located in the City of Coeur d'Alene, County of Kootenai, State of Idaho, hereinafter termed "Sterling".

Section 2. Subject Matter.

The legislation to be codified will mean the body of administrative and regulatory ordinances and/or local laws of the City that are general and permanent, in existence and in full force and effect, excluding the texts of standard codes adopted by reference (such as, but not limited to, building, housing or fire prevention codes recommended by ICBO, BOCA, etc., and state codes or regulations, etc.).

Section 3. Materials Furnished by City.

The City will provide Sterling with a complete hard copy of the 1987 City code as last updated and a current CD-ROM of the code as last updated, in addition to copies of ordinances passed since the last update. It is understood that the CD-ROM version of the code mirrors the hard copy.

It is the responsibility of the City to assure Sterling that it has provided all materials to be included in the codification project. Additional legislation added during the project may be subject to additional costs at the supplement service rate.

Section 4. Procedures.

- A. Communication Between the City and Sterling. Sterling will provide for an open dialogue between its staff and the City to discuss procedures and to familiarize the City with the scope of services under this contract.

- B. Computerized Version of the Code. As requested by the City, the code will be provided on CD-ROM in *Folio VIEWS* search and retrieval software. Sterling provides teleconference training to key City personnel and technical support.
- C. Format Code for Internet. Sterling will format the electronic version of the code, as provided by the City on CD-ROM, for html in preparation to host the City code online.
- D. Supplement Service. Subsequent to the above tasks, Sterling will provide continuous supplement service to the code as ordinances are passed. In the process of supplementation, Sterling will analyze ordinances for discrepancies or conflicts with other parts of the code not addressed by the new or amending legislation. Any questions will be immediately directed to the City and clarified before work on the legislation is completed. The amendments will then be inserted, all changes to the table of contents, index and pages with special tables made, and the contracted number of supplement sets, in hard copy and updated electronic form, forwarded to the City.

Section 5. Responsibility of Sterling.

Sterling will be responsible for the correctness and accuracy of its work, based upon the materials and information supplied by the City, as reflected in the published code or supplements delivered to the City. Regardless of the City's acceptance of published materials when delivered, Sterling will correct errors found either by the City or Sterling with succeeding supplementation. Sterling's liability for all services will extend only to the correcting of errors in the code or supplementation, not to any acts or occurrences as a result of such errors, and only so long as this contract is in effect.

Section 6. Responsibility of City.

The City will be responsible for the correctness and accuracy of the information it supplies Sterling, for providing Sterling with decisions and answers to questions and problems raised by them, and for the prompt payment of invoices as provided herein. In order for Sterling to adhere to production schedules and meet delivery deadlines, it is necessary for the City to communicate with and provide information to Sterling without delay.

Section 7. Performance Schedules.

Sterling will provide the electronic services outlined in this contract within a period of thirty (30) days following its receipt of all materials from the City. Subsequent supplements will be completed within forth-five (45) days. Questions that arise during the course of the project may delay the project, only for as long as it takes the City to answer said questions.

Section 8. Cost and Payment Procedures.

- A. Supplement Service. Supplement service will be provided on an ongoing basis to the municipal code at Sterling's prevailing rate. As of the date of this contract, supplement service is available as follows:

Supplement service per page; double column	\$24.00
Number of hard copy code books to supplement	85

B. Electronic Code.

<i>Folio VIEWS</i> software, site license, unlimited users	\$500.00
♦ Includes technical support and teleconference training	
Format code to html in preparation to host online	\$1,000.00
Host code online through 12-31-03	\$0.00
Host code online; annual fee; commencing 1-1-03	\$500.00

- C. Shipping and Handling. Shipping and handling charges are prepaid by Sterling and invoiced to the City.

- D. Payment Schedule. Codification services will be invoiced upon completion, with the following payment terms:

\$1,000	Down payment
Balance	Upon delivery and approval of code in <i>Folio VIEWS</i> and online

Section 9. Additional Services.

At the request of the City, Sterling will perform any of the following services, at an additional cost:

- A. Pamphlets. The preparation of pamphlets containing portions of the code as published, such as the zoning title, will be billed at Sterling's prevailing rates.
- B. Additional Volumes of the Code. The preparation of additional volumes of the code, beyond the quantity contracted herein, may be ordered at any time at Sterling's prevailing rates.
- C. Binders. Changes involving cover material, seals, metals, colors or multiple colors, or other changes from Sterling's standard binder can be made available at the City's request and at extra expense to the City, with such costs not to exceed the extra expense of Sterling.

Section 10. Term of Contract.

This contract will be in effect until revoked in writing by either party. The party so desiring to terminate this contract shall give the other party sixty (60) days written notice of such termination.

IN WITNESS WHEREOF, Sterling and authorized officials of the City have hereby set their official signatures, at which time this contract shall take force and effect.

THIS CONTRACT IS HEREBY EXECUTED by the City of Redlands, California, by its proper officers, this 3rd day of June, 2003.

CITY OF REDLANDS, CALIFORNIA

By [Signature]

Title Mayor

Attest: [Signature]

Title: Lorrie Poyzer, City Clerk

THIS CONTRACT IS APPROVED AND EXECUTED by an officer of Sterling Codifiers, Inc. this 24 day of Apr, 2003.

STERLING CODIFIERS, INC.

By [Signature]
President