

REQUESTED COMMISSION ACTION:

Consent
 Ordinance
 Resolution
 Consideration/ Discussion
 Presentation

SHORT TITLE An Ordinance of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper city officials to execute a first amendment to the agreement for utility bill printing and mailing services between the City of Pompano Beach and Municipal Code Corporation; Providing for severability; Providing an effective date.

(Fiscal impact: approximately \$30,000 net cost annually as budgeted.)

Summary of Purpose and Why:

City staff is recommending a First Amendment to Ordinance 2013-77 to extend the utility bill printing and mailing services agreement between the City and Municipal Code Corporation. Through City Ordinance 2013-77 in October 2013, the City implemented a utility bill printing and mailing service using an outsourced contracted vendor, Municipal Code Corporation, piggy-backing on City of Sarasota, FL contract per Bid #12-02lkd. In 2014, the City was able to implement the switch from a postcard utility billing format to outsourcing and mailing of statement bills with no added costs over processing in-house, due to savings on in-house costs, as well as other utility process changes implemented simultaneously.



1.6.3 Implement envelope billing to increase outreach and information

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: 8/2/16
- (4) Fiscal impact and source of funding: Approximately \$30,000 net cost annually as budgeted in 412-3310-533-4650 (Utility Fund)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	<u>6/10/15</u>	<u>approval</u>	<u>S. Sibble</u>
City Attorney	<u>6/11/15</u>	<u>approval</u>	<u>[Signature]</u>
Budget	<u>6-11-15</u>	<u>approval</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading <u>6/23/15</u> Approved	1 st Reading _____	Results: _____
2 nd Reading <u>7/14/15</u>	_____	Results: _____

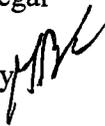


City Attorney's Communication #2015-907

April 28, 2015

TO: Suzette Sibble, Finance Director

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney 

RE: Ordinance and First Amendment to the Agreement for Utility Bill Printing and Mailing

As requested in your e-mail of April 28, 2015, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MUNICIPAL CODE CORPORATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



JILL R. MESOJEDEC

/jrm
l:cor/finance/2015-907

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MUNICIPAL CODE CORPORATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the Agreement for Utility Bill Printing and Mailing Services between the City of Pompano Beach and Municipal Code Corporation, a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
4/28/15
L:ord/2015-321

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day
of _____, 2015 between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

MUNICIPAL CODE CORPORATION, a Florida corporation,
having its office and place of business at 1700 Capital Circle SW,
Tallahassee, Florida 32310, hereinafter referred to as
"CONTRACTOR."

WHEREAS, the parties entered into an Agreement for Utility Bill Printing and Mailing
Services on October 2, 2013, ("Original Agreement"), and approved by City Ordinance No.
2013-77; and

WHEREAS, the CITY has requested and CONTRACTOR has agreed to extend the
Original Agreement for (1) additional one-year period, ending August 2, 2016.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and
payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein
incorporated by this reference.
2. The Original Agreement effective October 2, 2013, a copy of which is attached
hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as
specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending August 2, 2016.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

MUNICIPAL CODE CORPORATION
a Florida corporation

[Signature]
Scott McGhesney
Print Name

By: [Signature]

W. ERIC GRAWT
Typed or Printed Name

[Signature]
W.C. Watkins

Title: President

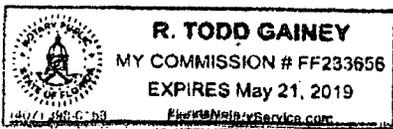
Chase Watkins
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 10th day of June, 2015, by Eric Grawt as President of Municipal Code Corporation, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

R. Todd Gaaney
(Name of Acknowledger Typed, Printed or Stamped)

FF233656
Commission Number

GBL/jrm
4/28/15
l:agr/finance/2015-906

MEMO

May 12, 2015

TO: Suzette Sibble, Finance Director

FROM: Kyle McPhail, Utility Billing Manager

Statement Bill Supporting Points

The switch from a postcard bill to statement billing has been an overall success and improvement to customer service. Below are some of the points that have made the change more effective.

1. Significantly more room on the face of the bill to include informational messages, such as upcoming events, notice of annual water quality reports, links to web pages, and changes to department policies, etc.
2. A large pre-printed back of bill to include important phone numbers, utility billing policies, and information on payment options.
3. A detailed breakdown of the usage and charges on the bill, to include the tiered rate structure that encourages conservation.
4. A smart-code on the bill that when scanned with a smartphone will take them right to the City's website.
5. Emailed bills are in PDF format for easier viewing.
6. No in-house printing and bursting of bills, which require maintenance contracts due to frequent mechanical issues. This also freed up about 2 hours per day for the billing clerk to work on other customer focused initiatives.
7. A return envelope (except with bank draft customers), which was a constant complaint with postcard customers.
8. The returned pay stub can be scanned in Treasury for faster and more efficient input to the cash receipts system, improving a previously manual intensive input process.
9. Statement bills are much less likely to be lost in the mail or mixed with other mail.



Financial Administration

Purchasing Division

April 10, 2015

Municipal Code Corporation
1700 Capital Circle SW
Tallahassee, Florida 32310

Attn: Harold E. Grant, Vice President

Re: Bid#12-02LKD Agreement for Utility Bill Printing and Mailing Services.

Dear Mr. Grant,

The City of Sarasota presently has an agreement with your Company for Utility Bill Printing and Mailing Services. The agreement is up for renewal and the City would like to know if your company is interested in extending this agreement at the current rates for one additional extension period of August 3, 2015 through August 2, 2016. Please sign below acknowledging the wishes of your company.

If all parties agree, the City will send you Renewal Contracts for your signature.

Thank you for the good service in the past.

Sincerely,

Mary G. Tucker, CPPO, FCPM
Purchasing Manager

renew for one additional year at current rates

decline, do not wish to renew

Signature of Authorized Representative

4/9/15

Date

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MUNICIPAL CODE CORPORATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement for Utility Bill Printing and Mailing Services between the City of Pompano Beach and Municipal Code Corporation, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

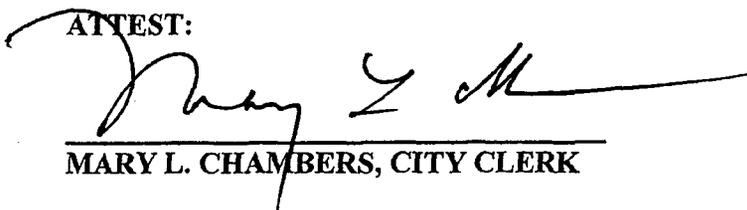
PASSED FIRST READING this 10th day of September, 2013.

PASSED SECOND READING this 24th day of September, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
7/31/13
L:ord/2013-381

AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for Utility Bill Printing and Mailing Services, dated October 2, 2013, by and between the City of Pompano Beach (hereinafter called CITY) and Municipal Code Corporation, a Florida corporation, (hereinafter called CONTRACTOR).

WITNESSETH that the CITY and CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

1. WORK TO BE PERFORMED

CONTRACTOR will perform services upon request from the CITY as needed throughout the contract period to include all necessary services to perform utility bill printing and mailing for the City's Customer Service Division.

This agreement references the terms, conditions, prices and specifications of the agreement between the City of Sarasota and the CONTRACTOR, Contract #12-02lkd for Utility Bill Printing and Mailing, attached hereto as Exhibit A.

The CONTRACTOR shall furnish all labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper to the above work based on the award for:

"Agreement for Utility Bill Printing and Mailing Services", City of Sarasota, FL, Bid #12-02lkd

in strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the City of Sarasota agreement shall apply.

The following General Conditions and Sections are modified as follows:

General Conditions, 2. Legal Requirements, 1. Incorporation, Precedence, Jurisdiction; Venue for any legal action arising out of this Agreement shall be in Broward County, Florida.

Special Conditions, 16. Insurance Required, Commercial General Liability Insurance shall be endorsed to include the City of Pompano Beach as an Additional Insured.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

2. SCOPE OF WORK GENERAL

The CONTRACTOR will perform the utility bill printing and mailing, as specified in the City of Sarasota agreement.

CONTRACTOR will perform all other required work whether implied or incidental to the proper completion of the project/work order.

3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the contract Documents of the City of Sarasota Contract #12-02lkd shall constitute a part of this Contract and are to have the same force and effect as if set forth specifically and at length herein. CONTRACTOR agrees that within ten (10) days of being awarded this contract, CONTRACTOR will provide insurance per the contract requirements, naming the City of Pompano Beach as a

certificate holder/additional insured in the same manner as required for the City of Sarasota.

4. CONTRACT TIME

The work under this Contract shall be commenced promptly, prosecuted with diligence, and be fully completed as specified in the City of Sarasota Contract #12-021kd for Utility Bill Printing and Mailing. The term of this agreement shall be from the date of execution through August 3, 2015, and may be extended at the sole option of the CITY by notice from the City's General Services Director to the CONTRACTOR for up to two additional one-year periods subject to renewal of the referenced City of Sarasota agreement for additional terms as provided for in their agreement.

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Contract by the CONTRACTOR, the CITY will pay to the CONTRACTOR the unit prices and hourly rate, as detailed in the City of Sarasota agreement.

This represents the entire cost which the CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Manes

By: [Signature]
LAMAR FISHER, MAYOR

Shelby R. Brothman

By: [Signature]
DENNIS W. BEACH
CITY MANAGER

Attest:
[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:
[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

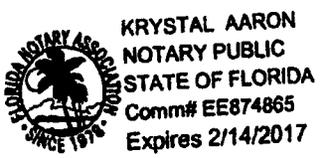
The foregoing instrument was acknowledged before me this 2nd day of October, 2013 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:
FLORIDA

[Signature]
NOTARY PUBLIC, STATE OF

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"CONTRACTOR":

Municipal Code Corporation

By: [Signature]
Signature

John C. Breed
Typed, Stamped or Printed Name

MCCA General Manager
Title

Witnesses:

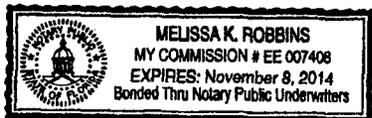
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF ~~BROWARD~~ Leon

The foregoing instrument was acknowledged before me this 5th day of August, 2013 by John Breed, as MCCA General Manager of MCCA, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:
FLORIDA

[Signature]
NOTARY PUBLIC, STATE OF
Melissa K. Robbins
(Name of Acknowledger Typed, Printed or Stamped)



EE 007408
Commission Number

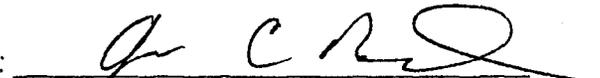
This proposal shall be valid for a period of one hundred and twenty (120) days from the date appearing on the signature page of this proposal unless signed and authorized by MCC and the Client.

Term of Agreement Municipal Code Corporation extends under this contract, the exact pricing, terms and conditions as provided to the City of Sarasota, RFP 12-02 LKD and Bid #12-B-013. The term of this full service contract shall be for a period of three (3) years, commencing on mutually agreeable date and ending thirty-six (36) months later. Thereafter the City of Pompano Beach, reserves the right to extend this contract for up to two (2) additional twelve (12) month periods, with written acceptance of both parties.

Submitted by:

MUNICIPAL CODE CORPORATION ADVANTAGE

a division of Municipal Code Corporation

Municode Vice President: 

Witness: 

Date: 8/5/13

Accepted by:

POMPANO BEACH, FLORIDA

By: See City Signature Page attached

Title: _____

Witness: _____

Date: _____

EXHIBIT A

City of Sarasota Agreement

AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES

THIS AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES, made and entered into this 3rd day of August, 2012 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and MUNICIPAL CODE CORPORATION, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY has publicly announced a Request for Proposal seeking qualified entities to perform utility billing services for CITY pursuant to Request for Proposal #12-02LKD; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5 (3) v. is authorized to administratively approve and execute this Agreement on behalf of CITY so long as the total compensation paid by CITY to CONTRACTOR during the entire term of this Agreement does not exceed \$200,000.00; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for Utility Bill Printing and Mailing Services so as to set forth the terms and conditions upon which CONTRACTOR shall provide utility billing and mailing services on behalf of CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms shall have the meanings herein ascribed to them:

A. *City Manager* shall mean the City Manager of the City of Sarasota, Florida, or his designee.

B. *Director* shall mean the Director of the Utility Department of the City of Sarasota, Florida, or his designee.

C. *Project* shall mean the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services shall include all necessary services to perform utility billing and mailing for the CITY'S Utility Department. The Project Scope of Services shall include importing electronic billing on a daily basis, printing of the billing with custom CITY design, and bulk mailing of the utility billing in accordance with the technical

specifications, a copy of which is attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR shall provide the Project Scope of Services in strict conformance with Exhibit A. CONTRACTOR shall also provide the Project Scope of Services in strict conformance with Request for Proposal No. 12-02LKD, a copy of which is on file in the Offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Request for Proposal No. 12-02LKD. In the event of any conflict between the terms set forth in the main body of this Agreement, its attachments, and Request for Proposal No. 12-02LKD, the terms and conditions set forth in the main body of this Agreement shall control, followed by the terms and conditions set forth within Exhibit A, followed by the terms and conditions set forth within the Request for Proposal.

2. Scope of Services: CONTRACTOR shall diligently and timely provide all utility billing and mailing services necessary to mail CITY'S utility bills to the customers of CITY. CONTRACTOR shall provide the Project Scope of Services pursuant to a schedule approved, in advance, in writing, by the Director.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services a fee based upon the unit number of bills prepared and mailed by CONTRACTOR each month. CITY will pay CONTRACTOR \$0.105 for each utility bill printed and mailed to a CITY utility customer each month. If CITY instructs CONTRACTOR to include an insert in the utility bill, CITY shall pay CONTRACTOR an additional \$0.005 for each insert placed into a customer's utility billing. CONTRACTOR shall invoice CITY monthly based upon the above unit amounts for each CITY utility bill prepared and mailed the previous calendar month. The prices set forth in this Section 3 shall control during the entire term of this Agreement. The fees set forth in this

Section 3 shall include any and all reimbursable expenses incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. As required by Section 2-5 (3) v., Sarasota City Code, the parties hereby covenant that the total compensation to be paid by CITY to CONTRACTOR during the entire term of this Agreement, as may be extended, shall not exceed Two Hundred Thousand Dollars (\$200,000.00). This Agreement shall require approval by the City Commission of CITY as a condition precedent to any financial liability of CITY which exceeds Two Hundred Thousand Dollars (\$200,000.00) during the entire term of this Agreement. CITY shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full and complete invoice to the satisfaction of the City Manager. The amount set forth in each invoice shall be consistent with the unit cost set forth in this Section 3. No amount of compensation, unless authorized by this Section 3, shall be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement shall commence upon complete execution by each of the parties. The initial term of this Agreement shall be for a three-year period. CITY may renew this Agreement for up to two additional one-year periods upon the mutual agreement of the parties.

5. Termination Without Default: The City Manager shall have the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY shall be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event shall CITY be responsible for lost profits of CONTRACTOR or any other elements of a breach of contract.

6. Assignment: CONTRACTOR shall not assign, sell, or transfer any interest in this Agreement.

7. Compliance with Applicable Law: This Agreement shall be governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

8. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

9. Right of Inspection: The City Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

10. Remedies - Cumulative: All remedies hereinbefore and hereinafter conferred to CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

11. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, shall not be deemed to be a waiver of any default or breach by CITY.

12. Entire Agreement: This Agreement, including Request for Proposal No. 12-02LKD on file at the office of General Services of CITY shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

13. Attorney's Fees: Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

14. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2011).

15. Notices: Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

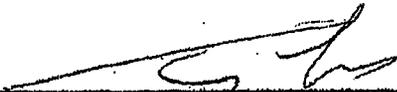
Municipal Code Corporation
Attn: Harold E. Grant, Vice President
1700 Capital Circle SW
Tallahassee, Florida 32310

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

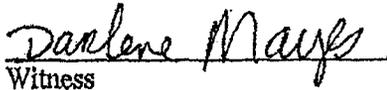
DATED this 3rd day of August, 2012 by the City of Sarasota, Florida.

DATED this 1st day of AUGUST, 2012 by Municipal Code Corporation.

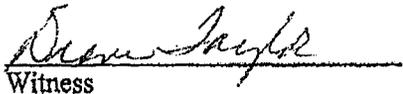
CITY OF SARASOTA, FLORIDA

By: 
Terry Lewis, Acting City Manager

Witnesses as to execution on behalf
of the City of Sarasota, Florida


Witness

Darlene Mays
Print Name

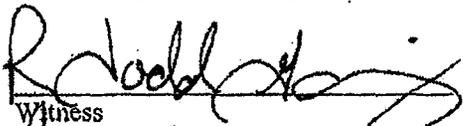

Witness

Diane Taylor
Print Name

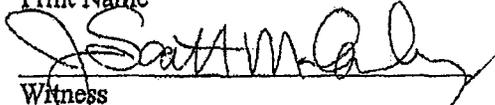
MUNICIPAL CODE CORPORATION

By: 
Harold E. Grant, Vice President

Witnesses as to execution on behalf
of Municipal Code Corporation


Witness

R. Todd GANDY
Print Name


Witness

J Scott Molenburg
Print Name

STATE OF FLORIDA)
)SS.
COUNTY OF Leon)

THE FOREGOING INSTRUMENT was acknowledged before me this 25th day of July, 2012, by Harold E. Grant, as Vice President of Municipal Code Corporation, who is personally known to me or has produced _____ as identification.



Melissa K. Robbins
Notary Public

Print Name: Melissa K. Robbins

Tammy's files/Agreements/K-O/municipal code/7/19/12