

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: April 24, 2023

Item No.: 10.e

Department Approval



City Manager Approval



Item Description: Approve contract with Municode for Recodification, Supplementation, and Online Hosting

**BACKGROUND**

As part of the 2023 budget process, Council set aside funds to conduct Recodification, Supplementation, and Online Hosting of our city code. Staff contacted American Legal Publishing and Municode to solicit quotes.

After reviewing the proposals, staff felt that Municode would provide the better option. Municode is part of a suite of products offered through CivicPlus. CivicPlus is the product we use for a variety of our web-based technologies including our website hosting, agenda and meeting management, and resident notification and communications. In addition, staff considered the following items when making the decision to recommend Municode:

- Comparable city clients
- Additional or supplemental features, (e.g. search function)
- Ease of use, user experience
- Integration with other city systems
- Process for legal review

Municode provided a recodification quote of \$16,850. American Legal Publishing provided a quote of \$15,950.

The recodification requires an extensive full legal review of our current code to ensure conformity with state statutes and to determine any inconsistencies or conflicts. We anticipate an 18 month timeline to complete this process.

Other costs are associated with the supplementation and online hosting of the code. Annual costs for Municode are approximately \$6,250, subject to a 5% annual increase. The annual costs for American Legal are variable, based on the number of pages updated. With an average of 100 pages of ordinances per year the fee would be approximately \$3,900 following the first year cost of \$4,650.

Municode's supplementation is efficient and convenient. The annual supplement fee allows for quarterly supplements. The updated ordinance will be posted on-line within 48 hours of receiving as "recently adopted, not yet codified." Their online hosting offers advanced search options, as well as many premium options.

**POLICY OBJECTIVE**

The city's mission is to provide ethical, efficient, and responsive local government, in support of community aspirations, guided by policies of the City Council, and implemented by professional

36 staff, to ensure that Roseville remains strong, vibrant, and sustainable for current and future  
37 generations.  
38  
39 Recodification and on-line hosting will keep residents, businesses and other community members  
40 informed on a timely basis of ordinances and updates to the city code.

41 **BUDGET IMPLICATIONS**

42 The 2023 budget has sufficient funds for this request. Following the initial investment of \$16,850,  
43 on-going annual costs would be \$6,450.

44 **RACIAL EQUITY IMPACT SUMMARY**

45 There will be a positive equity impact. The online code is fully translatable to multiple languages,  
46 and has the option for Gender Neutralization of the code. The ability to provide pertinent rules and  
47 regulations is important in meeting the needs of an increasingly diverse community.

48 **STAFF RECOMMENDATION**

49 Staff recommends entering into an agreement with Municode to conduct Recodification,  
50 Supplementation, and Online Hosting of our city code.

51 **REQUESTED COUNCIL ACTION**

52 Approve the agreement with Municode to conduct Recodification, Supplementation, and Online  
53 Hosting of our city code

Prepared by: Katie Bruno, Deputy City Clerk  
Attachments: A: Agreement, Municode

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-28992-1

**Date:**

9/6/2022 3:59 PM

**Expires On:**

5/22/2023

**Client:**

ROSEVILLE, MINNESOTA

**Bill To:**

ROSEVILLE, MINNESOTA

| SALESPERSON | Phone | EMAIL                | DELIVERY METHOD | PAYMENT METHOD |
|-------------|-------|----------------------|-----------------|----------------|
| JR Riley    | x     | jirley@civicplus.com |                 | Net 30         |

| QTY    | PRODUCT NAME                                           | DESCRIPTION                                                                                                      | PRODUCT TYPE | TOTAL         |
|--------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| 740.00 | Recodification                                         | Recodification (per page) \$22.77   Includes Zoning   3 printed copies, binders, & tabs, 10pt font single column | One-time     | USD 16,850.02 |
| 740.00 | Gender Neutralization - In Project                     | Gender Neutralization (Removing and Replacing Gender Based Code)                                                 | One-time     | USD 740.00    |
| 1.00   | State Law Reference Linking Hourly Rate                | State Law Reference Linking                                                                                      | One-time     | USD 75.00     |
| 1.00   | Annual State Law Reference Linking Review Subscription | Annual State Law Reference Linking Review Subscription                                                           | Renewable    | USD 399.00    |
| 1.00   | Full-Service Supplementation Subscription              | Full-Service Supplementation Subscription with Electronic Copies in Word (+\$200) inc zoning                     | Renewable    | USD 4,500.00  |
| 1.00   | Annual Electronic Supplementation Service Included     | Online Supplementation will begin with the ordinances received on an annual basis.                               | Renewable    | USD 0.00      |
| 1.00   | Code in Word Included                                  | Code in Word                                                                                                     | Renewable    | USD 0.00      |
| 1.00   | Quarterly Electronic Supplementation Service Included  | Online Supplementation will begin with the ordinances received on a quarterly basis.                             | Renewable    | USD 0.00      |
| 1.00   | Quarterly Print Supplementation Service Included       | Print Supplementation will begin with the ordinances received from the municipality on a quarterly basis.        | Renewable    | USD 0.00      |
| 3.00   | Printed Copies and Freight Included – up to [#] copies | Printed Copies and Freight Included                                                                              | Renewable    | USD 0.00      |

| QTY                           | PRODUCT NAME               | DESCRIPTION                                                                                                                   | PRODUCT TYPE | TOTAL        |
|-------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 1.00                          | Custom Online Code Hosting | Online Code Hosting Subscription - Includes Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank, and MuniPRO Service | Renewable    | USD 1,195.00 |
| 1.00                          | OrdLink Subscription       | OrdLink Subscription                                                                                                          | Renewable    | USD 171.00   |
| Total Investment Initial Term |                            | USD 17,665.02                                                                                                                 |              |              |
| Annual Recurring Services     |                            | USD 6,265.00                                                                                                                  |              |              |

Total Days of Quote:366

1. This Statement of Work ("SOW") is between Roseville Minnesota ("Client") and CivicPlus, LLC (the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term starting at signing of this Agreement ending eighteen (18) months from the signing of this Agreement or Service Provider's shipment of the final code, whichever occurs earlier ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment Initial Term shall be invoiced as follows:
  - a. Upon signing this Agreement: 25%
  - b. Upon submission of the Legal Memorandum: 25%
  - c. Upon Submission of Proofs: 25%
  - d. Upon Delivery: Balance of Total Investment Initial Term.
  - e. Any additional costs will be billed separately, upon delivery.
4. The initial Annual Recurring Services shall be invoiced eighteen (18) months from the signing of this Agreement or upon Service Provider's shipment of the final code, whichever occurs earlier ("Annual Services Start Date"). Subsequent Annual Recurring Services shall be invoiced on the anniversary date of the Annual Services Start Date of the relevant calendar year and subject to a 5% annual increase each Renewal Term following the Annual Services Start Date.
5. Codification Services shall Include: Pages with single column and 10 point font unless otherwise listed above; receipt, review and organization of materials; Legal analysis and research by a full-time Service Provider attorney; Preparation of a legal memorandum by a Service Provider attorney; 3-hour Teleconference with attorney (additional time billed at \$150/hr); Implementation of approved legal findings; one draft copy of code with approved changes ("Proofs"); Updating State Law references; Editorial preparation, proofreading, and page formatting; Indexing; Tables; graphics and tabular matter; Final proofreading and corrections; Quality control review and printing – an amount of printed copies set forth in the line items above, to include 3-post stamped binder and tabs; and Sample adopting ordinance prepared by a Service Provider attorney. "Tables" shall include: supplement history table, code comparative table, and ordinance history table. An additional hourly charge shall be assessed for the creation, modification, addition or updating of any table or schedule other than those enumerated herein.
6. Codification Services do NOT include: freight; state sales tax; or any annual recurring services.

7. Client understands and agrees that the Total Investment for Codification Services may be increased by the addition of legislation or materials; or pages over the amount of pages with columns and font size listed in the line items above which may be added at the per page rate agreed upon by the Parties based on column and font size listed above. Legislation added to the project must be approved and received prior to the cutoff date established by the parties. Following the delivery of the final code draft for client proofing (the "Proof"), any extensive changes requested in the Proof content, and/or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a Proof Update fee.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client
9. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the final code ("Code") is adopted and republished. To ensure a successful project completion, it's important that a conference between the parties is held to discuss the findings of the Legal Memorandum within 45 days of its receipt, and that the subsequent Proof the Service Provider provides be returned within 45 days with any revisions noted. If the Proof is not returned within 45 days, additional update fees may apply. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the Proof is received within 45 days.
10. Client acknowledges Service Provider does not permanently retain prior versions of the legal Code or any other work product.
11. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.
12. Client acknowledges that Service Provider may provide legal analysis through codification, Codification or legal review services. Unless indicated otherwise, information sent via Internet email or through websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction and is not intended to be legal advice nor is it intended to substitute for the advice or services of an attorney. Additionally, no attorney-client relationship can be established under this SOW.
13. The Parties agree that notwithstanding the indemnification covenants at Section 15 of the MSA, shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

## **Additional Terms and Conditions:**

**If Annual Recurring Supplement Services is included in the services to be delivered under this SOW, the following terms apply:**

1. Annual Recurring Supplement Services does NOT include:
  - Additional copies, reprints, binders and tab orders;
  - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
  - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
  - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
  - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
  - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
  - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
  - Online Code hosting and online features.
2. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

**If Legal Review is included in the services to be delivered under this SOW, the following terms apply:**

1. Legal Review services include legal review of Client's Code of Ordinances ("Code") as published, to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Service Provider will notate any state law references within the Code that need to be updated in the memorandum. Legislation not currently included in the Code can be reviewed for an additional fee. Within 30 days of Client's receipt of the Legal Memorandum, Client may purchase an optional conference, via telephone or webinar, to review the Legal Memorandum and Service provider's recommendations, to be billed at Service Provider's current rates. The Legal Review services excludes implementation of any recommendations.

**If Self Publishing Software is included in the services to be delivered under this SOW, the following terms apply:**

1. Client's responsibilities include:
  - a. Providing all code and/or book material to be converted to the Self-Publishing Software frame in digital format. The destination format for storage and presentation of the Client's document will be in the form of standard HTML and PDF;
  - b. Participating in the training necessary to use the software for the publication and integration of enacted legislation, and the drafting of future ordinances for self-updating; and
  - c. Integrating all future legislation into the existing code and continue to use the Self-Publishing Software to update and maintain any additional Client publications (unless for an additional fee the Service Provider is utilized for this service).
2. Client may add additional publications to the Self Publishing Software services purchased herein at an additional annual rate for each added publication, to be agreed upon by the parties, including without limitation: Minutes; Policies and Procedures; Resolutions; Public Works; Construction Standards; Plans; Charters, Museums, Airports.

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

### Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources:

### Contract Contact

Email

Phone

Ext.

Fax

### Project Contact

Email

Phone

Ext.

Fax