

RESOLUTION NO. 1840

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SIMMERING-CORY, IOWA CODIFICATION, INC. IN THE AMOUNT OF \$7,000.

WHEREAS, Simmering-Cory, Iowa Codification, Inc. has provided supplemental codification services to the City of West Branch in the past; and

WHEREAS, the City of West Branch has found these services to be of high quality and reasonably priced; and

WHEREAS, Simmering-Cory, Iowa Codification, Inc. has provided the City of West Branch with an agreement to provide a full update to the City Code by codifying Ordinances adopted from May 2015 to current and to provide the City with the necessary proceedings for the City Code to be readopted; and


WHEREAS, the cost to complete the full update and readopt the City Code is \$5,500; and

WHEREAS, the cost to have an online Code option is estimated to be \$1,000, plus an additional \$500 for annual maintenance; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Simmering-Cory, Iowa Codification, Inc. of Storm Lake, Iowa, is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 7th day of October, 2019.

  
~~Roger Laughlin, Mayor~~ Pro Tem  
Colton Miller,

ATTEST:

  
Redmond Jones II, City Administrator/Clerk

**LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.  
DBA IOWA CODIFICATION**

114 E. 5<sup>th</sup> Street.  
P.O. Box 244  
Storm Lake, Iowa 50588  
(641) 357-7596

**AGREEMENT FOR CODIFICATION SERVICES**

Iowa Codification, hereinafter referred to as the COMPANY, and the City of West Branch, Iowa, hereinafter referred to as the CITY, hereby agree as follows:

**ARTICLE 1  
NEW CODE PREPARATION**

1.1 The CITY agrees to provide the following to the COMPANY: One (1) copy of all ordinances that have not been incorporated into the CITY's Code of Ordinances, a current copy of the CITY's existing code, and a list of any other special subjects not presently covered by the existing Code of Ordinances, but which are to be included in the new Code of Ordinances.

1.2 As part of the new code preparation, the CITY agrees to respond to questions posed in a Code Editor's Review Report that will be prepared after the COMPANY's review of the CITY's existing Code of Ordinances and materials provided pursuant to Section 1.1 hereof. The Code Editor's Review Report may include, but is not limited to, questions relating to specific code sections and chapters, suggested topics for further review, and sample language for the CITY to consider. The CITY agrees to review and respond to the materials provided in the Review Report and forward requested information to the COMPANY within 120 days after receipt of the Review Report.

1.3 The COMPANY agrees to furnish one (1) copy of a comprehensive draft Code of Ordinances, based on the COMPANY's copyrighted model Code of Ordinances and the materials provided by the CITY pursuant to Sections 1.1 and 1.2 hereof.

The parties hereto agree that all material provided by the COMPANY during preparation of the new code remains the property of the COMPANY and shall not be duplicated, copied, or in any fashion reproduced, in whole or in part, except for purposes of review by CITY officials, without the express written consent of the COMPANY.

1.4 The CITY agrees to review and modify the draft Code of Ordinances and to return the edited draft copy to the COMPANY within ninety (90) days after receipt of the draft Code.

1.5 A second draft code following the first draft will not be provided unless requested by the CITY. If a second draft is requested, the CITY agrees to pay the COMPANY's costs related to printing and shipping the second draft. The edited second draft must be returned within forty-five (45) days after receipt by the CITY. There shall be a charge of fifteen dollars (\$15.00) per page for any further revisions to the second draft except for changes requested by the CITY which are due to typographical or similar errors on the part of the COMPANY.

1.6 The COMPANY agrees to prepare and print for use of the CITY one (1) complete copies (not including binders and tabs) of the new Code of Ordinances upon receipt of the edited draft(s) specified in Section 1.4 or 1.5 hereof. COMPANY also agrees to provide the Code of Ordinances on CD in Microsoft Word format after the code is adopted. Additional copies of the code can be purchased for \$130.00 per book.

1.7 The Base Price for services and materials provided with respect to the contents of the new Code of Ordinances made up of sections of the COMPANY's model Code, the CITY's current code, and uncodified ordinances through the delivery of the draft shall be five thousand five hundred dollars (\$5,500.00). Additional local ordinances provided by the CITY to COMPANY after delivery of the draft code to the CITY, or other special materials, will be included in the new Code of Ordinances at the rate of twenty-five dollars (\$25.00) per page, provided such material does not require special typesetting, reproduction methods or other special handling.

If the draft Code of Ordinances is not edited and returned to the COMPANY within the time frames specified in either Section 1.4 or 1.5 of this AGREEMENT, and the delay makes it necessary to reprocess the draft to incorporate legislative changes or updates and revisions which have been developed by the COMPANY subsequent to delivery of the draft to the CITY, the Base Price will be increased by fifteen percent (15%) in order to cover costs incurred by the COMPANY.

1.8 Payment for services and materials provided under this AGREEMENT shall be as follows:

A. An initial payment of one thousand five-hundred dollars (\$1,500.00) shall be due and payable upon execution of this AGREEMENT by the CITY.

B. A second installment of two thousand dollars (\$2,000.00) shall be due and payable upon delivery by the COMPANY of the draft copy of the new Code of Ordinances.

C. Final payment shall be due and payable upon delivery by the COMPANY to the CITY of the copies of the new Code of Ordinances. The final payment shall include any additional costs added to the project including, but not limited to, the printing of additional copies of the Code of Ordinances.

1.9 All material provided by the COMPANY under the terms of this AGREEMENT is intended for the sole and exclusive use of the CITY, and the CITY shall not allow such material to be duplicated, copied, or in any manner reproduced in whole or in part for the use or benefit of any other person, city, governmental agency, firm, or corporation for profit without the express written consent of the COMPANY.

## ARTICLE 2 TERMINATION AND NONCOMPLIANCE


2.1 This AGREEMENT is terminable by either party upon written notice given to the other party no later than ten (10) days prior to the requested termination date. If this AGREEMENT is terminated by the CITY after the COMPANY has delivered a draft copy of the new Code as provided in Section 1.3 or 1.5 hereof and before the COMPANY has delivered the copies of the new Code as provided in Section 1.6 hereof, the CITY shall pay the COMPANY an amount equal to the Base Price set out in Section 1.7 hereof.

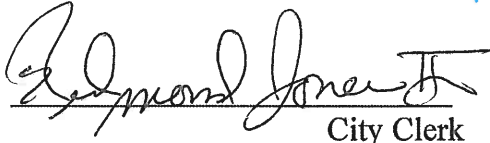
2.2 At the option of the COMPANY, if the CITY does not provide to the COMPANY responses to the Code Editor's Review Report as specified in Section 1.2 hereof or such later date as may be agreed upon by the CITY and the COMPANY, the COMPANY may proceed with the project and produce the draft code based on materials provided in Section 1.1 of this agreement.

If the edited draft(s) are not returned within the time as specified in Sections 1.4 or 1.5 hereof, or such later date as may be agreed upon by the CITY and the COMPANY, the CITY shall pay the COMPANY an amount equal to the Base Price set out in Section 1.7 hereof.


IN WITNESS WHEREOF, the CITY and the COMPANY have executed this AGREEMENT as of the dates shown opposite the signatures below.

CITY OF: West Branch

By:  10/8/2019  
Mayor *Protem* Date

Attest:  10/8/2019  
City Clerk Date

LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.  
DBA IOWA CODIFICATION

By:  October 2, 2019  
Justin Yarosevich Date