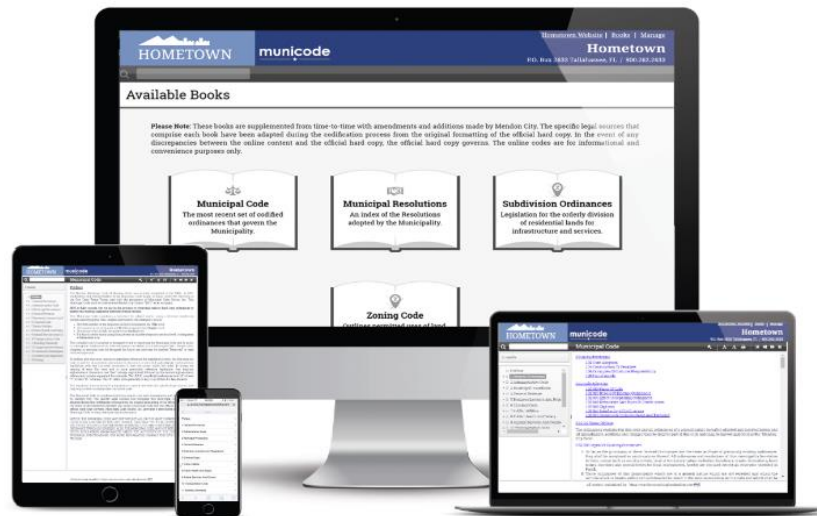


SELF-PUBLISHING SOFTWARE FOLLOWING CODIFICATION SERVICES

Richland County, Wisconsin

August 17, 2021

(Quote Valid for 90 Days)



municode

CONNECTING YOU & YOUR COMMUNITY



James Bonneville

Legal Sales Director

Office: 800-262-2633 ext. 7009

Direct: 651-262-6262

Email JBonneville@municode.com

PO Box 2235 Tallahassee, FL 32316

*This proposal will serve as **Exhibit A** to the attached Self-Publishing Software Agreement (see pages 6-8)*



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LETTER OF INTEREST

August 17, 2021

Mr. Derek S. Kalish
County Clerk
Richland County, WI
P.O. Box 427
Richland Center, WI 53581

via email: derek.kalish@co.richland.wi.us

Mr. Kalish:

Thank you for your interest in utilizing our Self-Publishing Software service to update and publish your new Code in-house! This service is an ideal solution for clients who prefer to maintain control of the updating of their Code of Ordinances (and additional publications) independently in-house for a fixed annual cost. This proposal outlines the costs and scope of services associated with converting your newly adopted Code to Municode's Self-Publishing Software database following the completion of the codification project.

Municode has been connecting our local government clients with their citizens since 1951! Whether through the legal codification process, our full-service or self-service code updating options, our robust suite of online legislative search tools, meeting management and agenda software or custom government website design, we have the experience, resources and expertise to provide our clients with innovative products, superior technology and excellent customer service. We encourage you to visit our corporate website to explore our full suite of local government services: <https://www.municode.com/>

After your Code material is converted to Municode's database, authorized users can log in to the online Code, draft proposed changes directly within the contents of the Code, automatically generate ordinances and resolutions, and then publish the amended Code on the web. To view an online Code that is maintained and published by Municode via our Self-Publishing Software option, please visit the Alpine City, Utah Code: <https://alpine.municipalcodeonline.com/>

To purchase this software, please indicate any additional services you are interested in on pages 2 and return the attached signed Agreement to us for processing. Please contact Legal Sales Director James Bonneville (JBonneville@municode.com, 651-262-6262) if you have any questions regarding this proposal!

Sincerely,



Bob Geiger
Vice President of Sales
Office: 800-262-2633 ext. 7132
Phone: 850-692-7132
bgeiger@municode.com

PRICE QUOTATION SHEET

SOFTWARE LICENSE, Code of Ordinances (annually)

Year 1: \$1,100¹
Years 2 - 4: \$2,200²

The creation of the custom service/instance provides access to:

- ★ Automatic Ordinance/Resolution Drafting Tool
- ★ Automatic Code Updates & Legislative History Tool
- ★ PDF Ordinance/Resolution Storage³ & Automatic PDF Generation for backup/printing
- ★ Three Remote Training Sessions (1-2 hours each)
- ★ Activation of any additional publication, as quoted below

DATABASE CONVERSION & SOFTWARE SETUP

No Charge⁴

Following legal services, conversion to the online Self-Publishing platform will empower you with the ability to focus on present/future changes. The new Code will be posted online within 6 to 8 weeks of your return of the draft Code proofs and after the Code's formal adoption.

CODE UPDATE SERVICES (per ordinance/resolution page)

\$18

During the initial Code conversion, additional material such as ordinances, resolutions, or policies can be added into any coded publication upon request. Please note that adding additional material to the new Code will extend the timeframe for online publication. After the Code is published online, Code Update services can be provided as quoted below.

ADDITIONAL PUBLICATIONS (each, annually)

\$295⁵

Can include Minutes, Policies & Procedures, Handbooks, Manuals, Standards, Plans and more!

Municode will set up the framework for the additional publication and provide you with an estimate for database conversion upon our review of the material.

ADDITIONAL SERVICES AVAILABLE

- MunicodeMEETINGS**, annually (\$2,400 if bundled with other Municode services) **\$2,600**
Cloud-based agenda meeting management system. Streamlines and automates agenda process. Increases agenda process visibility, easy agenda updates, live council voting & roll call, email notifications, a unified document search and automated approval routing.
- MuniDocs**⁶ annually, upgraded self-loading capabilities **\$350⁷**
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!
- MuniPRO** Service annually **\$295⁸**
Search over 3,700 codes in the Municode full-service codification library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.
 - ★ Code Update Services, after initial Code conversion, per hour **\$150⁹**
 - ★ Consultation Services and/or Additional Training, per hour **\$150¹⁰**
 - ★ Onsite Training **Quote available upon request**

¹ Includes 5 user licenses. Invoiced annually upon anniversary date of initial online publication. Following the initial Agreement term, costs may increase by a percentage equal to the annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers.

² Includes 5 user licenses. Invoiced annually upon anniversary date of initial online publication. Following the initial Agreement term, costs may increase by a percentage equal to the annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers.

³ Data limitations may apply.

⁴ Provided material is submitted in an editable, electronic format. Conversion cost, licensing cost and any additional applicable costs are payable upon completion of data conversion. Material must be received within 30 days of Agreement effective date. Complex or form-based graphics may be subject to an additional cost upon review of material. We will contact you should this occur. If converting to Self-Publishing Software at a later date, there will be a \$1,000 cost to reconvert the Code from our full-service database to the Self-Publishing Software database.

⁵ Invoiced upon date of initial online additional publication, and annually thereafter upon anniversary date of initial additional publication.

⁶ Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

⁷ Includes up to 25 GB storage. Quote for additional storage is available upon request.

⁸ MuniPro searches will not include results from self-published Codes, but will include results from the over 3,600 online Codes in our full-service codification database

⁹ Excludes legal services. Should legal services be desired, please contact us for a price quote.

¹⁰ Excludes legal services. Can include graphic design/digital imaging services, meeting attendance or special projects.

SCOPE OF SERVICES

Our Self-Publishing Software was created specifically for municipalities who prefer to publish and maintain their Code (and other selected publications) online and “in-house”, using your staff in lieu of Municode’s team of Legal Editors and Legal Proofreaders to edit and update the Code.

Self-Publishing Software puts the maintenance of the Code directly into our client’s hands and is equipped with all the tools and technology needed to ensure the successful self-maintenance of your Code and other publications.

We Convert Your New Code, You Publish

The self-publishing process begins with converting your new Code of Ordinances into Municode’s Self-Publishing software platform. If desired, our experienced editorial staff is available to provide assistance to bring the Code current for online publication, or to assist in updating the online Code at any future point in time, as indicated on the **Price Quotation Sheet**. While some municipalities may prefer the complete independence our online framework offers, we are always available to assist upon request.

After the Code is converted to the Municode software platform, we will provide the necessary training to enable authorized users to update the online Code of Ordinances. This process occurs through our proprietary code-to-document proposal method (which generates automatic digital ordinances/resolutions), or by converting a passed document into the online platform.

Your Changes = Instant Ordinances

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators. All proposals made to the Code are automatically numbered and redlined, enabling your Council to clearly see what material has changed, and how those changes will impact your code. Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current.

Sign, Seal & Update by Email Approval

After the automatically generated document is passed by your Council, an email is generated to request the approval and authorization of your presiding Officer(s) and Attester(s). Upon their authorization, your online code can be instantly updated, and the documents may also be digitally signed and sealed.

In addition to self-publishing your Code of Ordinances, other books or publications can be published and updated within our Self-Publishing platform, such as Minutes, Policies & Procedures, Fee Schedules and more.

SELF-PUBLISHING SOFTWARE FEATURES



Complete Edit, Legislative History

Transparency is your and our primary objective. All changes made to your code within the system are fully and automatically documented and recoverable. The Self-Publishing Software service automatically records your legislative history for your citizens to see the evolution of your code supported by the actual ordinances which adopted, amended, or repealed your section of the code.



Ordinance Design & Review

While some cities and towns may prefer the complete independence our online framework offers, other communities may request assistance from our full-service codification staff. Our experienced staff is available to provide your community with codification services which can include ordinance review, design, and support. Whether you need assistance using the software tools, or in reviewing or designing ordinances, we have a dedicated staff available to help with all your codification needs.



Email Notification of Updates

How often do staff or citizens ask you the last time the code was updated? Give everyone the ability to sign up for email notifications! Users will receive an email containing a link which directs them to what has changed.



Ordinance/Resolution Drafting Tool

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators.



Ordinance / Resolution Creator with Digital Signature & Seal

Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current + updated!



Search & Browse Features

- ★ Cross-reference linking
- ★ Citations in context of legislation
- ★ Shareable link to any title, chapter, article, division, or section
- ★ Search by keyword, and within specific areas of the code



PDF Ordinance/Resolution Storage

Tired of searching for original ordinances? Our Self-Publishing Software allows you to store, search. Data limitations may apply.



Desktop, Mobile Friendly

All our tools use widely accepted web standards and are cross-browser compliant. Your codes are instantly available online as well as on any mobile device the second you choose to make them available. We support all modern mobile browsers and make our best effort to comply with WCAG 2.1 Level AA checkpoints for accessibility.



Branding, Theming

Each client can choose the colors, logos, and fonts that represent their unique identity. No more one-size-fits-all that other codifiers force you into. We will also support your custom domain for the location of your publication. We also include an array of analytics that will show you how your citizens use your publications, including commonly accessed resources.



Host Additional Searchable Publications

Some clients use our Self-Publishing Software to provide additional resources to the public. The software platform is designed to publish online any regulation or policy that your community implements. Whether it's your municipal code, personnel policies and procedures, public work standards and technical specification, compilation of resolutions or executive orders, minutes, or other regulations; each of these books can be published through our online framework.



Online Training and Customer Service

Municode provides support and training to clients to ensure familiarity with all aspects of the software. Municipal staff who receive our custom training and self-publish their own material develop themselves professionally and learn new skills.



Prudent, Cost Effective

Update as little as or much as you need. With SPS, there are no updating limitations or additional expenses. Most municipalities can save up to 70% with Self-Publishing Software! Our annual rates are fixed, not variable. This means your codification expense won't exceed the budget.



Reliable, Cloud Based

Using one of the biggest cloud-based infrastructures in the world, we can pass on our uptime guarantee of 99.9%! Customers can easily upload supporting documentation and images such the original legislation, ordinances, zoning maps, documents, etc.



Print-friendly

Download online code as a PDF File, enabling print or backup

MUNICODE SELF-PUBLISHING SOFTWARE AGREEMENT

Richland County, Wisconsin

THIS LETTER OF ENGAGEMENT (“Agreement”) is entered between the County of Richland, Wisconsin (“CLIENT”) and Municipal Code Corporation, DBA “Municode” (“CONSULTANT”). For the purpose of this Agreement, “USER” is defined as an employee, consultant, third-party contractor or agent to whom “CLIENT” has granted access to use the services provided under this Agreement. Municode’s proposal of August 17, 2021 will serve as **Exhibit A** to this Agreement.

The parties agree as follows:

Term. This Agreement commences on the date it is executed and shall continue until full performance by both parties or until earlier terminated by one party under the terms of this Agreement. The initial term of this Agreement is for a period of (4) four years. This Agreement shall automatically renew on an annual basis, unless either party gives the other notice of non-renewal within thirty (30) days of the scheduled renewal period.

Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in **Exhibit A**. Payment will be made to CONSULTANT within thirty (30) days of the receipt of the invoice for services rendered, unless otherwise indicated in **Exhibit A**, with the one-time database conversion fee (if applicable), the first recurring annual Software License fee, and any other applicable fees set forth in Exhibit A due within thirty (30) days of completion of data conversion to Municode’s database. Thereafter CONSULTANT shall invoice the CLIENT annually for the Software License Fee based upon the anniversary date of the initial online publication, and the anniversary date(s) of any additional publications added during the existing Agreement term.

1. **Consumer Price Index.** Following the initial Agreement term, CONSULTANT may increase fees by a percentage equal to the then applicable annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers.
2. **Scope of Services.** CONSULTANT’s services under this Agreement shall consist of services as detailed in **Exhibit A**. The Scope of Services may be amended or modified upon the mutual written agreement of the parties during the term of the Agreement.
3. **Use of Services.**
 - a. **CONSULTANT Responsibilities.** CONSULTANT shall: (i) provide to CLIENT initial software training and ongoing standard telephone and internet support for the purchased software services at no additional charge and shall (ii) use commercially reasonable efforts to make the purchased software services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give notice via the purchased software services or email and which CONSULTANT shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday), or (b) any unavailability caused by circumstances beyond CONSULTANT’S reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CONSULTANT’S employees), failure or downtime in Third-Party or Internet service provider failures or delays, and (iii) provide the purchased services only in accordance with applicable laws and government regulations.
 - b. **CLIENT Responsibilities.** CLIENT shall (i) be responsible for USER’S compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of CLIENT Data and of the means by which CLIENT acquired said Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the services and notify CONSULTANT promptly of any such unauthorized access or

use, and (iv) use the services only in accordance with all applicable laws and government regulations. CLIENT shall not (a) make the services available to anyone other than USERS, (b) sell, resell, rent or lease the services, or (c) use the services to store or transmit infringing, libelous, or otherwise unlawful or tortious material.

4. **Integration.** This Agreement, along with the description of services to be performed attached as **Exhibit A**, and the additional products and services described therein contain the entire Agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions.
5. **Warranty.** CONSULTANT warrants that (i) any services provided hereunder will be performed in a professional and workmanlike manner and (ii) the functionality of the services will not be materially decreased during the term. CONSULTANT's entire liability and exclusive remedy under this warranty will be, at the sole option of CONSULTANT and subject to applicable law, to provide restored service(s) which conforms to these warranties within 7 days or to terminate the service(s) and provide a pro-rated refund of any prepaid fees (for the period from the date of the breach through to the end of the term).
6. **Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of this Agreement and further limited to a maximum amount equal to the consulting fees received by CONSULTANT from CLIENT under this Agreement. CONSULTANT shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.
7. **Termination.** This Agreement shall terminate upon the CLIENT's providing CONSULTANT with thirty (30) days' advance written notice. In the event the Agreement is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid hosting and support fees (for the period from the date of the termination through to the end of the term).
8. **Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform services under the terms of this Agreement shall be, and always remain, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
9. **Ownership of Product.**
 - a. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, CONSULTANT reserves all rights, title and interest in and to the services, including all related intellectual property rights. No rights are granted to CLIENT hereunder other than as expressly set forth herein.
 - b. **Ownership of CLIENT Data.** As between CONSULTANT and CLIENT, CLIENT exclusively owns all rights, title and interest in and all CLIENT Data.
 - c. **Suggestions.** We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the services any suggestions, enhancement requests, recommendations or other feedback provided by CLIENT, including USERS, relating to the operation of the services.
10. **Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.
11. **Right to Purchase.** This Agreement enables CLIENT to purchase any additional services found in **Exhibit A** as an addendum hereto.
12. **Assignment.** Neither party may assign or subcontract its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of

the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules or doctrines.

14. **Service of Notices.** All required notices shall be deemed to have been validly given if delivered in person or by first class mail or email to the following addresses:

To CLIENT:

Richland County, Wisconsin
ATTN: Mr. Derek S. Kalish, County Clerk
Richland County, WI
P.O. Box 427
Richland Center, WI 53581
Derek.kalish@co.richland.wi.us

To CONSULTANT:

Municipal Code Corporation
ATTN: Steffanie Rasmussen, Vice President of Client Services
PO Box 2235
Tallahassee, FL 32316
info@municode.com

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

SUBMITTED BY:

CONSULTANT Signature:  _____
Name and Title: Bob Geiger, Vice President of Sales

ACCEPTED BY:

CLIENT Signature: _____

Name and Title: _____ (please print)

DATED: _____