

RESOLUTION NO. 2015-08_____ -R

**A RESOLUTION AUTHORIZING AND APPROVING THE
MAYOR AND RECORDER TO EXECUTE AN
AGREEMENT FOR CODIFICATION SERVICES WITH
AMERICAN LEGAL PUBLISHING CORPORATION.**

WHEREAS, the City of Tontitown, Arkansas, has entered into an agreement for codification services with American Legal Publishing Corporation; and

WHEREAS, said agreement for codification services is in need of renewal; and

WHEREAS, the city of Tontitown is not required to solicit bids to extend or renew the contract pursuant to A.C.A. §14-58-104.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tontitown, Arkansas:

Section 1: That the Mayor and Recorder are hereby authorized and directed to execute the attached agreement for codification services on behalf of the City of Tontitown, Arkansas, and are further authorized to execute any and all documents necessary to effectuate this purpose.

PASSED AND APPROVED this ___th day of August, 2015.

PAUL COLVIN, Jr., Mayor

ATTEST:

ALICIA COLLINS, Recorder-Treasurer

American Legal Publishing Corporation
One West Fourth Street
Cincinnati, Ohio 45202

City of Tontitown
235 E. Henri De Tonti Blvd.
Tontitown, AR 72770

SUPPLEMENTAL SERVICE AGREEMENT

July 23, 2015

WHEREAS, Tontitown, a municipal corporation in the State of Arkansas (hereinafter referred to as "Municipality"), has need of codification of its ordinances, as well as other optional related services;

WHEREAS, American Legal Publishing Corporation, (hereinafter referred to as Publisher), an Ohio Corporation, desires to perform such services for Municipality.

NOW THEREFORE, in consideration of the mutual benefits to be derived from entering into and performing this Agreement and the mutual promises and covenants contained herein, the parties agree as follows:

I. THE PUBLISHER SHALL:

EDITORIAL PROCESS

1. Examine the ordinances as submitted by the Municipality.
2. Incorporate those materials into the Municipal Code of Ordinances according to the subject matter in the existing code, or where there is no existing legislation on the subject, at a logical location in the Code.
3. Make necessary changes in wording of the materials to bring about uniformity of style and to correct typographical errors.
4. Prepare a legislative history of each affected section citing the ordinance or resolution number and date of passage of the ordinance or resolution.
5. Revise or make additional entries to chapter summaries, tables of special ordinances, cross-reference tables, and general index as necessary to reflect the incorporation of additional, changed or deleted material.
6. Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
7. Provide the Code on CD in MS Word files after each printed code supplement.
8. Update the Folio/Internet version of the code as stated in Par. III.

PRINTING

Quarterly or on a schedule chosen by the Municipality, deliver to the Municipality 6 printed copies of supplemental pages for the Municipal Code of Ordinances. The printing, format, page size, and paper stock will match that of the Municipality's present code. An instruction sheet for directing the placement of the new pages will be provided.

SHIPPING AND DELIVERY

The Publisher shall ship by common carrier, the number of supplements ordered and the Municipality may direct that different portions of the shipment be made at various locations within the municipality at no additional cost. The Publisher will charge reasonable shipping/handling costs.

II. THE MUNICIPALITY SHALL:

1. Via hard copy or emailed electronic copy, provide ordinances and/or resolutions passed subsequent to publication of the previous Code supplement;

2. Pay to the Publisher for main editing work:

To update the Code of Ordinances the sum of \$14 per re-printed page for three years, plus an adjustment for the Consumer Price Index for future years of supplements beyond the first three.

3. All prices in this agreement may be adjusted at the time of invoicing for supplements produced in the fourth year and thereafter of this agreement to reflect any decrease or increase in the U.S. Consumer Price Index.

III. CD-ROM and INTERNET SERVICES:

1. Folio VIEWS (Search and Retrieval Program)

The current Code in the Folio program will be updated as ordinances are adopted and provided to the Publisher to reflect changes in the code at a rate of \$1.95/page (in addition to the main supplement editing rate listed in Par. II. 2). Charge only applies in months in which editing occurs (no charge for months in which no ordinances affecting the code are passed).

2. Internet version of Code:

American Legal will host the code in Folio on the internet at its site allowing the Municipality to link from its home page.

\$395/year

(Next invoice to be issued March 11, 2016)

EXERCISE OF OPTIONS. The Municipality exercises the following options:

Chose a schedule for future updates:

Printed Book Updates: _____ annually _____ six months _____ quarterly _____ as ordinances pass

Folio/Internet Updates: _____ annually _____ six months _____ quarterly _____ as ordinances pass

IV. TERM AND TERMINATION:

The term of this agreement shall be for a period of three years from the date of the execution of this agreement by the Municipality. However, the Municipality shall have the right to terminate this supplemental service plan at any time after three years following the date of the execution of this agreement by serving the Publisher with written notice of its intent to terminate. This written notice shall be sent by mail to Publisher and shall be effective as to the next supplement to be produced, only if received by Publisher at least sixty days before the projected delivery date of the next supplement.

V. TRANSMITTAL AS OFFER:

The transmittal of this Agreement to the Municipality unexecuted by the Municipality is an offer by the Publisher to perform the stated services at the price and upon the terms and conditions herein and shall be subject to acceptance by the Publisher's receipt of the agreement executed by the Municipality no later than October 31, 2015 unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF TONTITOWN, ARKANSAS

AMERICAN LEGAL PUBLISHING

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____