

RESOLUTION 05-2019

VILLAGE OF GILBERTS

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
MUNICODE FOR CODIFICATION SERVICES**

WHEREAS, the Village of Gilberts (“Village”) requires codification services; and

WHEREAS, the Village has determined that it is necessary and desirable to enter into an agreement with Municode for the provision of codification services for the Village; and

WHEREAS, Municode has provided the Village with a contract for the provision of codification services for the Village, a copy of which is attached to this Resolution as **Exhibit A** (“*Contract*”).

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the Contract and authorizes the Village Administrator to execute the Contract and such other documents as are necessary.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 9 day of APRIL 2019.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	✓	_____	_____	_____
Trustee Elissa Kojzarek	✓	_____	_____	_____
Trustee Nancy Farrell	✓	_____	_____	_____
Trustee Jeanne Allen	✓	_____	_____	_____
Trustee Lou Hacker	✓	_____	_____	_____
Trustee Guy Zambetti	✓	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS 9 DAY OF April, 2018



Village President, Rick Zirk





Village Clerk, Courtney Nicholas

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is between the **VILLAGE OF GILBERTS, ILLINOIS**, a municipal corporation (Client), and **MUNICIPAL CODE CORPORATION** (Contractor), a Florida corporation, whose address is P.O. Box 2235, Tallahassee, FL 32316.

- 1 **RECITALS:** The Contractor has agreed to provide the services outlined in Exhibit A, **Scope of Services & Pricing**, upon the terms and conditions set forth in this Contract. Contractor will perform no service under this Contract until direction from an authorized official is issued and received by Contractor.
- 2 **TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION:** The services to be provided under this Contract shall commence on April 9, 2019 and shall continue for a period of two (2) years, terminating on April 8, 2021. Thereafter, these services shall be renewed for one year subject to the approval of the new Village President. Each party may cancel or change this agreement with sixty (60) days written notice.
- 3 **PRICE:** The Client will pay the Contractor for the performance of this Contract at the prices specified in Exhibit A, **Scope of Services & Pricing**. Pricing shall be valid throughout the term of the contract.
- 4 **FINANCIAL OBLIGATIONS OF THE VILLAGE OF GILBERTS, ILLINOIS:** This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the Client under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
- 5 **CONTRACT DEFINED:** This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:
 - 5.1 Exhibit A (Scope of Services & Pricing)
 - 5.2 Certificate of Insurance & Workers' Compensation (to be furnished following contract execution)
- 6 **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 Client at the following addresses:

Ms. Courtney Nicholas
Village Clerk/FOIA Officer
87 Galligan Road
Gilberts, IL 60138
CNicholas@villageofgilberts.com
- 7 **COMPLIANCE WITH THE LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Illinois. The Contractor will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The Client assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA.
- 8 **INSURANCE:** The Contractor shall not begin any work until the Contractor proves to the Client's Purchasing and Contracts Division that it has obtained, at Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the Village of Gilberts.

- 8.1 **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY** insurance must cover bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence.
- 8.2 **WORKERS' COMPENSATION** coverage must be provided, as statutorily required for persons performing work under this Contract. Contractor must provide the Client with proof of Employer's Liability coverage with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.
- 8.3 **CERTIFICATE OF INSURANCE:** As evidence of the insurance coverages required by this Contract, the Contractor and their subcontractors, shall furnish a certificate of insurance to:

Ms. Courtney Nicholas
 Village Clerk/FOIA Officer
 87 Galligan Road
 Gilberts, IL 60136
CNicholas@villageofgilberts.com

- 8.4 **CONTINUATION OF COVERAGE:** The Contractor shall not cancel, materially change or fail to renew insurance coverages. The Contractor shall notify the Purchasing and Contracts Division of any material reduction or exhaustion of aggregate limits. Any insurance bearing on adequacy of performance (warranty or guarantee) shall continue after completion of the contract for the full guaranteed period. If any policy lapses or is canceled before final payment by the Client to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the Client may deem such failure to be a breach of this Contract.
- 8.5 **RESPONSIBILITY FOR PAYMENT OF DAMAGES:** Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from Contractor's operations under this contract.
- 9 **INDEMNITY:** The Contractor hereby releases and agrees to indemnify, defend and save harmless the Client and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, excepting a claim arising from interpretation of language or images contained in the Code, as published in print or electronically, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations.
- 10 **STATUS OF CONTRACTOR:** The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the Client. The Contractor will not be supervised by any employee or official of the Client nor will the Contractor exercise supervision over any employee or official of the Client. The Contractor shall not represent that Contractor is an employee or agent of the Client in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. The Contractor is not entitled to the Client's Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract. This Contract is not exclusive; the Contractor may contract with other parties.
- 11 **TERMINATION:** Either party may terminate this Contract by giving the other party sixty (60) days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination.
- 12 **TRANSFERENCE AND AMENDMENTS:** The Contractor may not transfer this Contract to a third party nor in any way amend this Contract without prior written consent of the Client.
- 13 **VERIFICATION REGARDING ILLEGAL ALIENS:** Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration.
- 14 **DAMAGES FOR BREACH OF CONTRACT:** In addition to any other legal or equitable remedy the Client may be entitled to for a breach of this Contract, if the Client terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the Client.

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Term of Agreement. This Agreement shall be for a two (2) year term, commencing on April 9, 2019 and terminating on April 8, 2021. Thereafter, the Agreement may be renewed for one (1) year subject to the approval of the new Village President, with the condition that either party may cancel or change this Agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: SW
Steffanie W. Rasmussen
Vice President of Client Services

Date: 4/11/2019

Accepted by:

VILLAGE OF GILBERTS, ILLINOIS

By: [Signature]
Title: Village President
Date: 4-9-19





EXHIBIT A

Scope of Services and Pricing

REPUBLICATION QUOTATION SUMMARY

Estimated Summary of Annual Charges

Year 1

★ Conversion of Code and UDO to Municode database	\$1,000
o Includes 3 printed copies with binders and tabs for Code	
★ Three printed copies of UDO with binders and tabs	\$90 each x 3 = \$270
★ Creation of new index for print copies of Code and UDO	\$500
★ Custom online banner (one time charge)	\$250
★ Website hosting (first year no charge)	\$0
★ Supplement costs (5-15 ordinances amending 100-150 pages @\$19 per page)	\$1,900-\$2,850 ¹
★ Graphics (estimated at 10 graphics x \$10 per year)	\$100
Estimated 1st Year Total	\$4,020-\$9,720

Year 2

★ Website hosting (annual fee)	\$395 ²
★ Supplement costs (5-15 ordinances amending 100-150 pages @\$19 per page)	\$1,900-\$2,850
★ Graphics (estimated at 10 graphics x \$10 per year)	\$100
Estimated 2nd Year Total	\$2,395-\$3,345

Year 3

★ Website hosting (annual fee)	\$395 ³
★ Supplement costs (5-15 ordinances amending 100-150 pages @\$19 per page)	\$1,900-\$2,850
★ Graphics (estimated at 10 graphics x \$10 per year)	\$100
Estimated 2nd Year Total	\$2,395-\$3,345

¹ Supplement pages are an estimated range. If Council adopts more (or less) legislation than estimated, the supplement costs for the Code and/or UDC would increase or decrease accordingly. This applies to years 1-3.

² Depending on the online services elected by the City, this cost can range from \$395 - \$1,195 annually. This is applicable to years 2-3.

³ Depending on the online services elected by the City, this cost can range from \$395 - \$1,195 annually. This is applicable to years 2-3.

