

**PROFESSIONAL SERVICES AGREEMENT FOR  
PUBLICATION OF THE SANTA FE COUNTY CODE AND  
LAND DEVELOPMENT CODE**

FRANKLIN LEGAL PUBLISHING, INC., a corporation duly authorized and existing under the laws of the State of Texas, hereinafter referred to as "Franklin Legal Publishing," hereby agrees to prepare and publish the Santa Fe Code and County Land Development Code, hereinafter referred to as "Code," for the COUNTY OF SANTA FE, NEW MEXICO, hereinafter referred to as "County," according to the following terms and conditions.

**PART I: PUBLICATION OF CODE AND LAND DEVELOPMENT CODE**

**(1) Copies of Code and Land Development Code to be Provided.** The County will provide one (1) copy of the current Code and one (1) copy of the Land Development Code to be adopted and subsequently published (hereinafter, "Codes"). The County will provide one (1) full and complete printed copy of each document and will also provide the complete documents in Microsoft Word or a similar editable electronic format (not including Adobe PDF). The copies to be provided will be in the final form and will be free of strikethrough, redline, extraneous notes/comments, or similar text.

Note: If electronic copies are not available, please see conversion costs as provided for hereinbelow.

**(2) Preparation of Codes for Final Publication.** Franklin Legal Publishing will republish the Codes, consolidating chapters to eliminate blank pages, wasted page space, etc. The Codes will be repaginated and tables of contents will be revised to reflect any new pagination. Indexes will likewise be revised accordingly.

**(3) Code Index and Table of Contents.** Franklin Legal Publishing will prepare a comprehensive general index by subject matter and a table of contents for the Codes.

**(4) Draft Copy for Adoption.** Franklin Legal Publishing will provide a draft copy to the County for final review before adoption. Following this review, the County will notify Franklin Legal Publishing of changes needed in the Codes, if any. Franklin Legal Publishing will make any changes needed and the revised proof will then be submitted to the County for adoption.

**(5) Printing and Final Copies.** Franklin Legal Publishing will print the Codes on 8-1/2" X 11", 60 lb. offset white paper. The Codes will be typed in a single-column Times New Roman font. Franklin Legal Publishing will provide the required number of copies of the adopted Code to the County in locking D-ring 3-ring binders. All binders will be specially ordered heavy-duty, turned-edge binders. The County's name will be

embossed in gold-leaf on the binder. Franklin Legal Publishing will also furnish custom-made mylar separator tabs, printed on both sides, for each chapter and/or major division of the Codes.

(6) **Special Provision.** Because the new Land Development Code will not be fully adopted upon completion of the republication of the Code generally, a section will be reserved for insertion once adoption occurs. There will be no additional cost for insertion of this document, other than additional costs for color text, charts or graphics as specified below.

The draft Land Development Code will be posted online at no charge to the County as an additional service at no additional charge during the public comment period.

## **PART II: LOOSELEAF SUPPLEMENTAL SERVICE**

(1) **Service Provided Quarterly.** Supplemental service will be provided to the County on a quarterly basis or as requested. All supplements will be completed and mailed to the County within forty-five (45) days of receipt of the amending materials.

(2) **Incorporation of New Legislation.** All new legislation adopted by the County since the adoption of the Code or the last supplement will be studied in conjunction with existing Code provisions to determine if any provisions of the Code are repealed, amended, or replaced. New pages will be printed to remove any such repealed or amended provisions and to allow for the insertion of newly adopted provisions. The same numbering system and style will be used as in the original Codes.

(3) **Index and Table of Contents.** The Index and Table of Contents will be fully updated with each supplement.

(4) **Instructions Provided.** A Code Supplement Instruction Sheet will be prepared with each supplement to provide instructions for the removal of obsolete pages and insertion of new pages.

(5) **Supplement Fees.** Franklin Legal Publishing will prepare and print the required number of copies of each supplement at the rate as provided for in Part III hereof. This price is guaranteed for three (3) years. In exchange, the County agrees to use Franklin Legal Publishing's supplement service for no less than three years.

## **PART III. ELECTRONIC SERVICES**

(1) **Preparation of CD-ROM.** Franklin Legal Publishing will prepare the final Codes in Folio Views, and will provide the County with a CD-ROM containing the Code, along with the needed software, for installation on the County's computers.

Preparation will include hyperlinking of the Code to link all internal references used throughout the Codes. Instructions for installation and use will be provided along with the CD-ROM.

(2) **Posting of Codes Online.** Franklin Legal Publishing will post and maintain the Codes online, using search and retrieval server software. Franklin Legal Publishing will provide the County with a link to be placed on the County’s website.

(3) **Updates to Electronic Versions.** The CD-ROM and the online version of the Code will be updated concurrent with preparation of printed Code supplements as provided for herein. The County may also opt to have the online version of the Code updated more frequently, as provided for below, through the Rapid Web Update Service.

**PART IV. FEES**

**(A) CODIFICATION SERVICE**

**(1) Base Fee and Printed Services.**

- a. Editorial Work
- b. Typesetting and Printing of Proofs
- c. Indexing
- d. 10 copies .....\$14,995.00

**(2) Electronic Services.**

- a. Preparation of adopted Code on CD-ROM integrated with Folio Views search and retrieval software\*
  - i. One License .....\$995.00
  - ii. Each Additional License.....\$150.00
  - iii. Site License for up to 20 Users.....\$2,995.00
- b. Code on Internet, per year.....\$350.00

**(3) Additional Services/Charges.**

- a. Pages containing color text, charts and/or graphics ..... \$7.00 per page
- b. Conversion of old code if electronic version not available.....\$500.00
- c. Additional complete bound copies of completed code .....\$395.00
- d. On-site training for CD-ROM/Internet versions of Code .....\$495.00/day
- e. Telephone support for CD-ROM/Internet versions of Code.....No charge
- f. Freight charges..... Actual costs

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\* Prices include hyperlinking of all internal and cross references throughout the code text with no additional charge.

**(4) Payment Schedule for Codification.**

- a. Upon execution of contract .....0%
- b. Upon delivery of draft for approval .....80%
- c. Upon delivery of printed codes .....20%

**(B) SUPPLEMENTATION SERVICE**

**(1) Printed Supplement Service.**

- a. Annual Fee .....None
- b. Number of Printed Copies .....10
- c. Supplement Service
  - i. Cost per printed page:
    - Black and White Pages Only.....\$20.00
    - Pages with Color .....\$24.00
  - ii. Cost for updated Folio CD-ROM, per supplement.....\$150.00
  - iii. Additional sets of Folio CD-ROM .....\$150.00

**(2) Rapid Web Update Service<sup>SM</sup> Monthly Internet Updates.**

*(Note: Cost includes printed copy supplementation on quarterly basis.)* ..... \$4.00 per page in addition to regular per page cost  
 (e.g., Black and white pages billed at \$24.00 per page; Color pages billed at \$28.00 per page)

**(3) Payment For Supplementation Service.**

- a. Payment for supplementation service will be due upon receipt of invoice.
- b. Supplements will be invoiced when shipped.

## **PART V. MISCELLANEOUS TERMS AND CONDITIONS**

- (1) **Interpretation.** The contract between the parties consists of any written agreement between the parties and any Purchase Order. In the event of a conflict between these documents, the terms and conditions of the written agreement shall govern.
- (2) **Assignment.** Franklin Legal Publishing shall not assign or transfer any interest in this contract or assign any claims for money due or to become due under this contract without the advance written approval of the County.
- (3) **Subcontracting.** Franklin Legal Publishing shall not subcontract or delegate any portion of the services to be performed under this contract without the advance written approval of the County.
- (4) **Modification.** No modification to this contract shall be effective unless agreed to in writing by authorized representatives of the County. County employees have no authority to direct any change except by a written change order signed by the County's authorized representative.
- (5) **Audit.** The County may, subject to written notification to Franklin Legal Publishing, Inc., inspect Franklin Legal Publishing's facilities. Franklin Legal Publishing shall, without charge, provide facilities for the County's personnel and provide all requested data necessary for the County's adequate inspection.
- (6) **Governing Law.** This contract shall be construed in accordance with the laws of the State of New Mexico without regard to its choice of law rules.
- (7) **Notice of Penalties.** The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- (8) **Waiver.** The failure of the County to insist, in any one or more instances, upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligation of Franklin Legal Publishing with respect to such future performance shall continue in full force and effect.
- (9) **Delivery.** Time is of the essence and, if performance of conforming services is not completed by the time(s) promised, the County reserves the right, in addition to its other rights and remedies, to cancel this contract to reject such services in whole or in part, or to purchase substitute services elsewhere and charge Franklin Legal Publishing with any loss incurred. Any provisions herein for performance of services by installments shall not be construed as making the obligations of Franklin Legal Publishing severable.

**(10) Payment.** Franklin Legal Publishing shall submit a written request for payment to the County. Within 15 days of the County's receipt of the written invoice, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent per month until the amount due is paid in full.

**(11) Indemnification.** Franklin Legal Publishing shall defend; indemnify, and hold harmless the County and its Elected Officials, agents and employees, from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses resulting from or directly or indirectly arising out of Franklin Legal Publishing's performance or non-performance of its obligations under this contract, including but not limited to the Franklin Legal Publishing's breach of any representation or warranty made herein.

**(12) Insurance.** Franklin Legal Publishing maintains insurance coverage. The County's typical insurance requirements as stated on the purchase order for services shall not apply to this contract with Franklin Legal Publishing.

**(13) Permits, Fees, and Licenses.** Franklin Legal Publishing shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**(14) Termination.** The County reserves the right to terminate this contract at any time with respect to undelivered services by written notification or oral notice confirmed in writing.

## **PART VI. AGREEMENT IS BINDING**

When executed by both Franklin Legal and the County, this proposal constitutes an agreement between the parties. There are no other agreements or representations other than those set forth in this agreement. This agreement may not be modified except in writing, signed by both parties. The proposed terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below.

The foregoing agreement is limited strictly to the terms contained herein and in no way implies any representation of the County by Franklin Legal Publishing and/or attorneys associated therewith. This agreement does not constitute agreement by Franklin Legal Publishing to represent the County, and Franklin Legal Publishing shall provide only those review services as provided for herein. Any and all findings, comments and/or recommendations made by Franklin Legal Publishing should be fully reviewed by an attorney appropriately designated to represent the County. Liability for services as

outlined herein shall extend only to correction of errors in the Code and supplements and not to acts or occurrences resulting from any such errors.

Submitted by:



2435 20<sup>th</sup> Street  
Lubbock, Texas 79411  
806.797.8281  
[www.franklinlegal.net](http://www.franklinlegal.net)

Accepted by:

Santa Fe County  
Katherine Miller, Manager

*Katherine Miller*  
Title *County Manager*

*R. Kirk Franklin*

R. Kirk Franklin  
President  
Franklin Legal Publishing, Inc.

Date: August 15, 2012

Date: Aug 21, 12

Approved as to form  
Santa Fe County Attorney

By: *[Signature]*

Date: August 15, 2012

*[Signature]* 8/20/12

**APPENDIX B**

**SANTA FE COUNTY LEGAL DEPARTMENT**

**RFQ #2012-0294-LG/SS**

**CODIFY AND PUBLISH THE SANTA FE COUNTY CODE AND COUNTY LAND DEVELOPMENT CODE FOR THE SANTA FE COUNTY LEGAL DEPARTMENT**

**PRICE SHEET**

Please offer your best price for the work required for Codify and Publish the Santa Fe County Code and County Land Development Code for the Santa Fe County Legal Department. The lump sum cost must include pricing for materials, equipment, labor, travel, and fees for any required permitting and will remain open for a period not to exceed ninety (90) days.

LUMP SUM: \$14,995.00 for base codification fee (see attached proposal)

LUMP SUM: Fourteen Thousand Nine Hundred Ninety Five Dollars  
(WRITTEN IN WORDS)

(Excluding NM GRT and other applicable taxes)

Timeframe (in working days) to commence work from receipt of purchase order: Immediately upon receipt of required materials from County

Estimated number of working days required to complete project: Approximately 180

COMPANY NAME: Franklin Legal Publishing, Inc.

ADDRESS: 2435 20<sup>th</sup> Street

Lubbock, Texas 79411

PHONE #: 806.797.8281

LICENSE #: Texas State Bar 07379380