

CONTRACT  
for the  
CODIFICATION OF THE LAWS AND ORDINANCES  
RELATING TO NASSAU COUNTY, FLORIDA AND THE  
PUBLICATION OF AN UP-TO-DATE  
COUNTY CODE  
by the  
MUNICIPAL CODE CORPORATION  
Tallahassee, Florida

This agreement, made and entered into this

13th day of January, 1970,

by and between the MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as the Corporation and NASSAU COUNTY, a political subdivision duly organized and existing under the laws of the State of Florida, hereinafter referred to as the County.

WITNESSETH: That upon the terms and conditions set forth in this contract, the Corporation and the County hereby agree as follows:

PART ONE

(1) DEFINITION. The following words shall have the meanings ascribed herein:

Laws of the County. Whenever the term Laws of the County shall be used in this contract, it shall mean the general acts of local application, commonly referred to as population laws, resolutions, adopted by the Board of County Commissioners, ordinances adopted by the Board of County Commissioners and special acts of the Legislature, relating to the County, which acts, resolutions or ordinances may be amended by ordinance of the Board of County Commissioners, pursuant to the Constitution of the State of Florida.

(2) COPIES OF MATERIAL. The Corporation will photograph copies of the Acts of the Legislature, relating to Nassau County from the Laws of Florida, as published by the Secretary of State.

All resolutions of a general and permanent nature and any ordinances desired to be included shall be forwarded to the offices of the Corporation for inclusion in the new Code.

(3) CODIFICATION OF LAWS. The Corporation will codify, classify and edit the laws of the County as of the date of this contract, provided, however, that the County may forward to the offices of the Corporation all ordinances and resolutions passed subsequent to said date for inclusion in the new Code up to the time of typesetting of the manuscript. No ordinances and resolutions will, however, be included in the Code manuscript subsequent to notice of completion of the editorial work as provided in Paragraph (13) of this Part.

(4) REVISE OR REWRITE EXISTING LAWS. Revise, rewrite and edit the existing laws so that the provisions of the new Code will be expressed in concise, modern and proper phraseology without conflicts, ambiguities and repetitious provisions. Material changes resulting thereby shall be submitted to the Attorney for the County for consideration and approval.

Each chapter of the new Code shall be all-inclusive and shall embrace all laws dealing with the subject matter of that chapter, and within the chapter itself, the laws shall be arranged in an orderly and logical fashion.

(5) CATCHLINES. Prepare catchlines to the individual sections that accurately express the content of the section.

(6) FOOTNOTES AND CROSS REFERENCES. Prepare editorial footnotes and cross references which will tie related sections of the new Code together. Proper reference will also be made in the form of footnotes to similar or related provisions of the state law.

(7) HISTORY NOTES. Prepare history notes for each section of the new Code, which notes will include references to the ordinances from which the section is derived.

(8) INDEX. Prepare a comprehensive, legal and factual general index for the entire Code.

(3) FREIGHT CHARGES. The above costs do not include freight charges. The County shall pay all freight charges.

### PART THREE

#### LOOSELEAF SUPPLEMENT SERVICE

After the publication of the new County Code as herein provided, the Corporation will maintain the same up-to-date by means of publishing Looseleaf Supplements containing any new laws of the County. The Corporation will include the new laws, append appropriate headnotes, catchlines, footnotes, cross references and explanatory notes as deemed necessary, and will reprint the page or pages of the County Code affected, removing the amended or obsolete provisions and inserting the new provisions from the newer laws and ordinances. Each Supplement will contain a page of instructions for removal of the old pages and insertion of the new pages.

When the passage of new material necessitates changes in the Index, appropriate entries will be prepared and printed for insertion. The Comparative Table will also be kept up-to-date by listing the laws and ordinances included in each Supplement and their location.

The Corporation will publish one hundred (100) copies of each Supplement for the sum of ELEVEN DOLLARS (\$11.00) per page, including blank pages.

For the purpose of this agreement, a page is hereby defined as the area on one (1) side of a sheet of paper. A sheet contains two (2) pages.

The Supplements will be shipped to the County, f.o.b., Tallahassee, Florida, for distribution to the holders of the Codes. The County shall have the exclusive right to sell the Codes and the Supplements.

All money due the Corporation for the publication of Looseleaf Supplements will be due and payable upon shipment of each Supplement to the County and shall be payable within thirty (30) days after the date the County is invoiced for the same by the Corporation, without interest.

The cost for the Looseleaf Supplement Service as provided herein shall be in full force and effect for a period of two (2) years from the date of shipment of the completed Codes to Nassau County, and shall be automatically renewed from year to year without notice, provided, however, that either party may alter or cancel the terms of this Part Three after the two-year period upon sixty (60) days' written notice.

IN TESTIMONY WHEREOF, the Corporation has caused this agreement to be executed by the signing of its authorized officers and the affixing of its corporate seal, and the County has caused this agreement to be executed by the signing of its authorized officers and the affixing of its corporate seal, this day and year first written above.

ATTEST:

Dona O. Cash

(SEAL) Secretary

MUNICIPAL CODE CORPORATION

By

George Bradford

President

ATTEST:

D. O. Oasley

(SEAL) (Title)

NASSAU COUNTY, FLORIDA

By

James J. Steward, Chairman

(Title)

APPROVED AS TO FORM: