



AGENDA REPORT

Meeting Date: October 18, 2010
Item Number: G-12
To: Honorable Mayor & City Council
From: Lourdes Sy-Rodriguez, Deputy City Clerk
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MARTIN & CHAPMAN CO. FOR ELECTION SERVICES AND SUPPLIES FOR THE MARCH 8, 2011 GENERAL ELECTION; AND,

APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$88,000 TO MARTIN & CHAPMAN CO. FOR ELECTION SERVICES AND SUPPLIES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve the agreement between the City of Beverly Hills and Martin & Chapman Co. for election services and supplies for the March 8, 2011 General Election in the amount of \$88,000.

INTRODUCTION

Election supplies, services and printing are required for each election held in the City. Martin & Chapman Co. has assisted the City Clerk's Office in all elections held by the City since 1971. The company is the sole vendor of election services and supplies in California.

DISCUSSION

The City Clerk's Office desires to continue a working relationship with Martin & Chapman Co. to assist during the election process and on election night. These services include printing the sample ballots and Election Day ballots, providing precinct supplies, providing software for tracking vote-by-mail applications and ballots, consultation on election matters, and assisting with counting the ballots on election night.

Meeting Date: October 18, 2010

FISCAL IMPACT

Funds were budgeted in the 2010-2011 budget and are available in the General Fund for this service.



Scott Miller
Finance Approval

Byron Pope 
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MARTIN & CHAPMAN CO. FOR ELECTION SERVICES
AND SUPPLIES FOR THE MARCH 8, 2011 GENERAL
ELECTION

NAME OF VENDOR: Martin & Chapman Co., a California corporation

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Scott D. Martin

CONTRACTOR'S ADDRESS: 1951 Wright Circle
Anaheim, California 92806-6028
(714) 939-9866 (Telephone)
(714) 939-9870 (Facsimile)

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Byron Pope, City Clerk

COMMENCEMENT DATE: November 1, 2010

TERMINATION DATE: Upon completion of the official canvass of the Election

CONSIDERATION: Not to exceed \$88,000, based on the rates set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MARTIN & CHAPMAN CO. FOR ELECTION SERVICES
AND SUPPLIES FOR THE MARCH 8, 2010 GENERAL
ELECTION

THIS AGREEMENT is made as by and between the City of Beverly Hills (hereinafter called "CITY"), and Martin & Chapman Co., a California corporation (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above and based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 6. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement. CONTRACTOR may associate with or employ associates or subconsultants in the performance of its services under this Agreement upon prior written approval of CITY, but at all times shall be responsible for their services.

Section 7. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 8. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000).

(d) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 9. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement. This provision shall survive the termination of this Agreement.

Section 10. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

Section 11. Notice. Any notice required to be given to CONTRACTOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTOR postage prepaid to the CONTRACTOR's address set forth above or personally delivered to CONTRACTOR at such address or other address specified to CITY in writing by CONTRACTOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 12. Successors and Assigns. CONTRACTOR shall not assign or attempt to assign any portion of this Agreement without the written approval of CITY.

Section 13. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the ____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

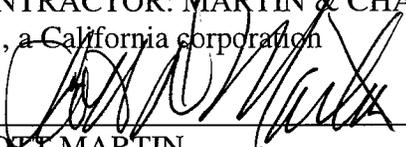
JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE (SEAL)
City Clerk

[Signatures continue]

CONTRACTOR: MARTIN & CHAPMAN
CO., a California corporation

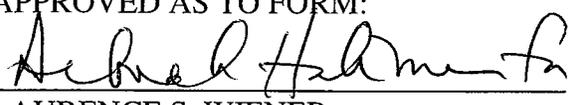


SCOTT MARTIN
President



PATRICK MARTIN
Vice President and Secretary

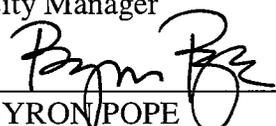
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



BYRON POPE
City Clerk



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

CONTRACTOR shall render the following services in connection with the General Municipal Election to be held on March 8, 2011

1. Provide a qualified person to be on call by telephone; to be available at any time to the City Clerk, prior to, during and for a reasonable time after the election, and during the same period, upon request, to appear in person and work in cooperation with the City Clerk upon any election task, or problems/issues which may arise. Provide a qualified person on site during the evening of the election.
2. Furnish additional working forms, outlines, check lists and schedules which will aid the City Clerk in keeping track of procedural details of the election.
3. Prepare and mail the Voter Information Pamphlets.
4. Provide a Calendar of Election Events setting out dates and requirements of the Election Code.
5. Provide suggested forms of resolutions and notices required for the election.
6. Provide necessary ballots, supplies and instructions for voting in the precinct and for absentee voting.
7. Provide Self-Mailer Sample Ballot & Voters Pamphlet with candidates statements, measures and absent voter application.
8. Prepare and attach special labels to Self-Mailer pamphlet and arrange for delivery to CITY post office.
9. Otherwise provide such other special and unique services in close cooperation with the City Clerk as may be necessary for the successful conduct of the election.

Supplies

CONTRACTOR shall furnish to the CITY the election supplies as described in Exhibit B-1.

In the event that more or less supplies are actually furnished than is shown in Exhibit B-1, those supplies will be billed according to the Unit price shown for each item. Estimated pamphlet prices are based on number of registered voters and number of pages and may increase or decrease accordingly.

EXHIBIT B-1

Schedule of Rates

CITY shall pay VENDOR for the satisfactory performance of serviced and provision of supplies under this Agreement in accordance with the rate schedule attached hereto and incorporated herein as Attachment 1, in an amount not to exceed Eighty-eight Thousand Dollars (\$88,000).

EXHIBIT B-2

Schedule of Payment

CONTRACTOR shall submit an itemized statement to CITY for its services performed for the prior month, which shall include documentation setting forth in detail a description of the services rendered and the hours of service. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS	
					P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____
