



AGENDA REPORT

Meeting Date: July 15, 2008
Item Number: F-13
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: *APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN*
Attachments: 1. Agreements (1)

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ALL LABOR TIRE, INC., DBA DRIVE SERVICE FOR TIRE MAINTENANCE SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the agreement for three (3), one-year periods, for a not-to-exceed amount of \$45,000 annually.

INTRODUCTION

All Labor Tire, Inc., dba Drive Service has been providing the City's fleet services tire related maintenance and repair service.

DISCUSSION

To maintain efficiency in its operation, the City's Fleet Services outsources tire-related maintenance and repair services. Staff has determined that this highly labor-intensive work can be handled by specialists like All Labor Tire, Inc., who are better equipped and more skilled in performing these tasks. Outsourcing these services enables the Fleet

Services technicians to fully dedicate their time and effort towards technically oriented repairs and maintenance work.

FISCAL IMPACT

Funds were budgeted and are available in the Capital Assets Internal Service Fund for this service.

Item B. APPROVAL OF A BLANKET PURCHASE ORDER TO INNOVATIVE INTERFACES, INC. FOR THE AMOUNT OF \$55,831

RECOMMENDATION

Staff recommends that the City Council approve the blanket purchase order in the amount of \$55,831 to Innovative Interfaces, Inc., for the maintenance and support of the integrated library system.

INTRODUCTION

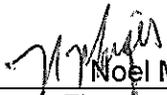
Innovative Interfaces, Inc., provides the City of Beverly Hills Public Library with their integrated library system which includes hardware, software, and other related equipment.

DISCUSSION

To ensure the quality of service that its patrons are accustomed to, the library hires Innovative Interfaces, Inc., to provide maintenance and support of the integrated library system under the terms and conditions of Agreement No. 142-00, which is renewed annually upon mutual agreement of both parties.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology Internal Service Fund for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
ALL LABOR TIRE, INC. D.B.A. DRIVE SERVICE FOR TIRE
MAINTENANCE SERVICES

NAME OF VENDOR: All Labor Tire Inc., d.b.a. Drive Service

RESPONSIBLE PRINCIPAL OF VENDOR: Gerard J. Neglio, Vice President

VENDOR'S ADDRESS: 2700 Fletcher Drive
Los Angeles, CA 90039

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Rene Biadoma, Fleet Services Manager

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2009, unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$45,000 per year, based on the rates set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND ALL LABOR TIRE, INC. D.B.A. DRIVE SERVICE FOR
TIRE MAINTENANCE SERVICES

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Beverly Hills (hereinafter called "CITY"), and All Labor Tire, Inc. d.b.a. Drive Service (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR 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. VENDOR shall perform the services on or by the Termination Date set forth above, unless extended in writing by the City Manager or his designee for two additional one-year periods pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of VENDOR'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 VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. VENDOR: Responsible Principal.

(a) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR 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 7. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement. VENDOR 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 8. Interests of VENDOR. VENDOR 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 VENDOR.

Section 9. Insurance.

(a) VENDOR 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 One Million Dollars (\$1,000,000) for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR 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 Two Million Dollars (\$2,000,000) per occurrence combined single limit, covering any vehicle utilized by VENDOR in performing the services required by this Agreement.

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

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

(e) 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.

(f) VENDOR 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 VENDOR's expense, the premium thereon.

(g) At all times during the term of this Agreement, VENDOR 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. VENDOR 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.

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

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

Section 10. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, 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 VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR 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 VENDOR for the full performance of the services required by this Agreement.

Section 12. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

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 VENDOR in writing by CITY.

Section 13. Successors and Assigns. VENDOR shall not assign or attempt to assign any portion of this Agreement without the written approval of CITY.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

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.

EXECUTED the _____ day of _____
200_, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

VENDOR: ALL LABOR TIRE, INC.
d.b.a. DRIVE SERVICE



MARIAN M. MENDOZA
President and Secretary

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide the following tires, materials, and services as more particularly described in Attachment 1, attached hereto and incorporated herein.

A. VENDOR shall conduct these services at the CITY location on a biweekly, or on as-needed basis, to the full satisfaction of the CITY. Services shall be performed on a Saturday when the majority of the fleet is idle.

B. VENDOR services shall include air pressure checks, tire rotations, repairs, and or replacements. Replacements shall include new tires, as well as, recapping of CITY's existing tire casings when possible and applicable.

C. VENDOR shall provide a record of all services performed, on a form agreeable to Fleet Services staff, to include vehicle ID number, tire size, tire quantity, number of CITY tire casings used and number of new tire casings furnished.

EXHIBIT B-1

SCHEDULE OF RATES

<u>Passenger Vehicles</u>	PRICE
Tire Change	\$6.00
Tire Repair	\$8.50
Tire Repair - wheel barrow	\$8.50
Tire Change - loose	\$6.00
Wheel Switch	\$4.00
Rubber Valve Stem	\$0.75
Metal Valve Stem	\$1.57
Computer Wheel Balance - weights included	\$7.50
Computer Wheel Balance - mags, all specials	\$7.50
<u>Mini Trucks – Duals</u>	
Tire Change	\$10.50
Tire Change-inside only	\$10.50
Tire Repair	\$12.50
Wheel Switch	\$4.50
Wheel Balance -weights included	\$10.50
Mount Only	\$6.50
Metal Valve Stem	\$1.57
<u>Light Truck & Commercial – Up to and including 750-17</u>	
The Change - inside only	\$10.50
Tire Change - outside only	\$10.50
Tire Repair.-Off vehicle or loose	\$10.50
Tire Repair - On vehicle outside	\$10.50
Tire Repair-On vehicle inside	\$10.50
Wheel Switch	\$4.50
Wheel Switch - inside	\$4.50
Steel Valve Stem	\$1.57
Special Metal Valve Stem	\$1.57
Valve Stem-Alcoa	\$1.57
Wheel Balance	\$12.50
All Duplex 315x22.5 and up - Change only	\$18.50
Flat Repair	\$18.50
All F/S RH Wheels-Add \$10.00 to repair of tire change	\$18.50
<u>Tractor & Grader</u>	
Tire Change	\$22.50
The Repair	\$22.50
Tire Repair with water fill	\$32.50
Tire Repair Loader	\$22.50
Valve Stem	\$5.50
<u>Special Fork Lift & Loader – 12-16.5, 14-17</u>	PRICE
Tire Change	\$12.50
Flat Repair	\$14.50
Tire Siping	\$18.50

Tire Repair Units

PX#1	\$2.50
PX#110	\$2.50
PX#2	\$2.50
PX#112	\$2.50
PX#3	\$4.50
PX#14	\$4.50
PX#4	\$5.50
PX#120	\$5.50
PX#5	\$5.50
PX#140	\$5.50
PX#6	\$7.50
PX#7	\$7.50
CS9-6	\$12.50

Road Service - Minimum within 25 mile radius portal to portal

Regular Time - 7:30 am. to 4:30 p.m.	\$51.75/Hr
Overtime - After 4:30 p.m.	\$51.75/Hr
Extra Man	\$25.88
Road Service over 25 mile radius	
Above prices plus additional \$0.50 per mile.	

EXHIBIT B-2

Schedule of Payment

VENDOR 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. CITY shall pay VENDOR 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

Table with columns: COMPANY (A. B. C.), COVERAGE, POLICY NUMBER, EXPIRATION DATE, and LIMITS (B.I., P.D., AGGREGATE). Coverage items include AUTOMOBILE LIABILITY, GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS, BLANKET CONTRACTUAL, CONTRACTOR'S PROTECTIVE, PERSONAL INJURY, EXCESS LIABILITY, and WORKERS' COMPENSATION.

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

TITLE: _____

AGENCY: _____

ADDRESS: _____