

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

MARTIN & CHAPMAN COMPANY

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
MARTIN & CHAPMAN COMPANY, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of ____, 2017 by and between the City of Carson, a California municipal corporation ("City") and Martin & Chapman Company, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. On August 7, 2017, the City called and noticed a Special Municipal Election ("Election") to be held on November 7, 2017.

B. The City Clerk/Election's Official was given the authority to administer the Election with all reasonable and Election expenses to be paid by the City.

C. The City desires to obtain Election consulting services regarding the November 7, 2017 Special Municipal Election.

D. Consultant is qualified by virtue of experience, training, education, expertise, and past election consulting services to accomplish these services.

E. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

F. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough,

competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed two-hundred and fifty thousand Dollars (\$250,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run

procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1)

years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Martin

Executive Vice President

Dan Pabich

Election Associate

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be **Donesia Gause, City Clerk/Elections Official** or such person as may be designated by the City Manager. It shall be the Consultant’s responsibility to

assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence

basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written

notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall

require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities

arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant

shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena,

notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without

liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer

thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money,

consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

MARTIN & CHAPMAN COMPANY, a California corporation

By: _____
Name: Scott D. Martin
Title: President & Chief Executive Officer

By: _____
Name: Patrick Martin
Title: Executive Vice President

Address: 1951 Wright Circle
Anaheim, CA
92806

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
 ☐ GENERAL

ATTORNEY-IN-FACT
TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services in connection with the City of Carson Special Election to be held on Tuesday, November 7, 2017 (the “Election”):**
- A.** Furnish and provide the City with Election services and supplies in a timely manner, which shall include, but not be limited to, the following:
 - 1. Pre-Election, mail ballot, and precinct supplies
 - 2. Reports – voter registration and polling places
 - 3. Vote by mail tracking system
 - 4. Vote by mail supplies
 - 5. Voter information pamphlets
 - 6. Ballots, including test/duplicate ballots and privacy sleeves
 - 7. Ballot counting/Election night supplies
 - 8. Instruction and procedural manuals
 - 9. Forms and notices
 - 10. Mailing and delivery services
 - B.** Consultant shall be “on call” by telephone from the date of the Agreement until completion of services. Consultant shall be available at any time during regular business hours to the Contract Officer, or his/her designee, prior to and during the Election, and until the completion of the official canvass of the Election, and during the same period to, upon request, appear in person and work in cooperation with the Contract Officer, or his/her designee, upon any Election task or problems which may arise.
 - C.** Consultant shall furnish working forms, outlines, check lists, schedules and any other applicable items which will aid the Contract Officer, or his/her designee, in keeping track of procedural details of the Election. Such documents shall include, but are not limited to, forms, outlines, check lists and schedules identified in Consultant’s “Election Handbook”, “Order Form for Cities Conducting Own Election” and a Calendar of Election Events setting out dates and requirements of the Election Code or the City.

- D.** Consultant shall prepare, print and mail Sample Ballots and the Voter Information Pamphlets to all eligible voters in the City no later than 29 days prior to the Election.
- E.** Consultant shall secure the services of qualified foreign language translators to ensure that all relevant Election materials comply with the federal Voting Rights Act and State election laws.
- F.** Consultant shall prepare precinct supplies for all voting precincts in the languages required for City.
- G.** Consultant shall act as a Deputy Election Official in performing the functions related to receiving, logging in, and verifying the signatures on all returned vote by mail ballots that are received for the Election, which shall include but not be limited to:
 - 1.** All voted vote by mail ballots will be returned to Consultant's post office box in Anaheim, CA using business reply mail.
 - 2.** Consultant staff will pick up the mail on a daily basis, Monday through Friday, beginning October 16 and ending November 17, 2017.
 - 3.** Each day the mail/ballots received will be:
 - a. Sorted by precinct
 - b. Run through the VoteRemote Signature Verification System for tracking the bar codes of the voter IDs and verifying the signatures.
 - c. The voter IDs will be transferred into the Consultant Vote by Mail Tracking Program, then transferred to the City of Carson Election's Official, so that the Election's Official on site system has an up to date record of all voted ballots that have been returned.
 - d. For any signature that is not able to be verified, Consultant will forward a copy to the Los Angeles County Registrar of Voters for their research and to obtain copies of original affidavits for final comparisons.
 - e. Any ballot envelope that is received that does not have a signature on it will be forwarded overnight to the City of Carson Election's Official so that the Election's Official can notify the voter to either come to City Hall to sign the envelope or to complete an Unsigned Ballot Statement and either mail it in to the Election's Officials office or drop it off at a polling place on election day.

- f. Upon the daily completion of the above, the ballot packages will be trayed/boxed by precinct, sealed and put into a secure, locked cage.
 - g. The returned ballot envelopes will not be opened, they will remain sealed.
- 4. On the day of the Election, November 7, 2017, all of the returned vote by mail ballots will be brought to the City Hall to be processed during the City's scheduled time of canvass. At this time the ballot envelopes will be opened and the ballots will be removed and inspected and prepared for the ballot counter, according to proper procedure, under the watch of the Election's Official.
- 5. Pursuant to the California Elections Code, section 3020, vote by mail ballots may be received until the third day following the election, and they will be counted as long as they have a post mark date of November 7, 2017 or earlier. Thus, Consultant will continue with the above procedures on a daily basis through November 10, 2017. All ballots received by November 10 will be brought to the Carson City Hall on the date the Election's Official has set to be the date of the 2nd count of late vote by mail ballots and provisional ballots. They will then be opened and processed, according to proper procedures, under the watch of the Election's Official.
- H. Consultant shall otherwise provide such special and unique services, in close cooperation with the Contract Officer, or his/her designee, as may be necessary for the successful conduct of the Election.
- I. Consultant shall be at a designated site on the day of the Election as selected by the Contract Officer, to assist with any requested Election services and to tabulate the votes cast pursuant to the Election.
- II. As part of the Services, Consultant will prepare and deliver the tangible work products as stated in the Scope of Services to the City.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering status reports as requested by the Contract Officer.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V. Consultant will utilize all necessary personnel to accomplish the Services.

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

I. Section 2.4, Invoices, is amended to read, in its entirety, as follows (deletions marked in ~~striketrough~~, additions marked in ***bold and italics***):

“Payment will be made in three installments by the City, as further described in Exhibit “C”, Schedule of Compensation, upon submission to the City by Consultant of a valid invoice. ~~Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance.~~ By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.”

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I.** Compensation for supplies provided and services rendered pursuant to this Agreement shall not exceed \$250,000, as provided in Section 2.1 of this Agreement. Exhibit “C-1” contains the line itemization of these costs, as well as estimates of the number of units which will be necessary.

A. Consultant shall perform the following tasks at the following estimated rates:

	Estimated Cost	Task
1.	<u>\$191,612.00</u>	<u>Costs for Remaining Consultant Services</u>
2.	<u>\$10,000.00</u>	<u>Vote by Mail Processing (depends on ballots received)</u>
3.	<u>\$21,096.00</u>	<u>Postage</u>

- B.** For Task 2, above, City shall pay Consultant at least \$7,500. This amount includes the daily processing of up to 5,000 returned vote by mail ballots. For every ballot over 5,000 received, the cost will increase by \$1.00. This amount does not include the rental fees or other fees associated with the Vote Remote Signature Verification System.

- C.** In the event additional items, either requested by the Contract Officer or required by changes in the laws, are used in this Election, these items will be billed accordingly (at the unit prices stated, if applicable) and paid for by the City. The City will be responsible for the agreed upon additional costs required by such requests, provided such costs do not exceed the Contract Sum as described in Section 2.1 of this Agreement. The estimated book and pamphlet prices are based on the current number of registered voters and on a set number of pages based on text received to date, and may increase or decrease accordingly. The number of vote by mail supplies and official ballots is based on the current number of registered voters and may increase or decrease accordingly.

- II.** Payment will be made in three installments by the City, upon the completion of the delivery of the supplies and the furnishing of the required services for the Election and subsequent to the City’s receipt of a valid invoice from the Consultant. The three payment installments shall be as follows:

- | | | |
|----|-----------------------------------|--|
| A. | <u>First Payment Installment</u> | <u>Postage amounts for Consultant to mail out sample ballots</u> |
| B. | <u>Second Payment Installment</u> | <u>Postage amounts for Consultant to mail out the permanent vote by mail ballot packages</u> |
| C. | <u>Third Payment Installment</u> | <u>Payment for all other services rendered by Contractor upon completion of the Election</u> |
- III. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$250,000.000 as provided in Section 2.1 of this Agreement.**

EXHIBIT “C-1”

PER-UNIT COSTS

A PROPOSAL BY MARTIN & CHAPMAN CO. TO ACT AS A DEPUTY ELECTION OFFICIAL IN
PERFORMING THE FUNCTIONS RELATED TO RECEIVING VOTED VOTE BY MAIL BALLOTS
FOR THE CITY OF CARSON'S SPECIAL MUNICIPAL ELECTION ON NOVEMBER 7, 2017.

1. Martin & Chapman Co. (M&C) is proposing to act as a Deputy Election Official for the function of receiving, logging in and verifying the signatures on all returned vote by mail ballots that are received for the City of Carson's Special Municipal Election on November 7, 2017.
2. The scope of work would be as follows:
 - a. All voted vote by mail ballots will be returned to M&C's post office box in Anaheim, CA. using business reply mail.
 - b. M&C staff will pick up the mail on a daily basis, Monday thru Friday, beginning October 16 and ending November 17, 2017.
 - c. Each day the mail/ballots received will be:
 - i. Sorted by precinct
 - ii. Run through the VoteRemote Signature Verification System for tracking the bar codes of the voter IDs and verifying the signatures.
 - iii. The voter IDs will be transferred into the M&C Vote by Mail Tracking Program, then transferred to the City of Carson Election's Official, so that the Election's Official on site system has an up to date record of all voted ballots that have been returned.
 - iv. For any signature that is not able to be verified, M&C will forward a copy to the Los Angeles County Registrar of Voters for their research and to obtain copies of original affidavits for final comparisons.
 - v. Any ballot envelope that is received that does not have a signature on it will be forwarded overnight to the City of Carson Election's Official so that the Election's Official can notify the voter to either come to City Hall to sign the envelope or to complete an Unsigned Ballot Statement and either mail it in to the Election's Officials office or drop it off at a polling place on election day.
 - vi. Upon the daily completion of the above, the ballot packages will be trayed/boxed by precinct, sealed and put into a secure, locked cage.
 - vii. The returned ballot envelopes will not be opened, they will remain sealed.
 - d. On the day of the election, November 7, 2017, all of the returned vote by mail ballots will be brought to the City Hall to be processed during the city's scheduled time of canvass. At this time the ballot envelopes will be opened and the ballots will be removed and inspected and prepared for the ballot counter, according to proper procedure, under the watch of the Election's Official.
 - e. Per the California Elections Code, section 3020, vote by mail ballots may be received until the third day following the election, and they will be counted as long as they have a post mark date of November 7, 2017 or earlier. Thus, M&C will continue with the above procedures on a daily basis through November 10, 2017. All ballots received by November 10 will be brought to the Carson City Hall on the date the Election's Official has set to be the date of the 2nd count of late vote by mail ballots and provisional

ballots. They will then be opened and processed, according to proper procedures, under the watch of the Election's Official.

3. For the above services, M&C proposes a minimum of \$7,500.00, which will include the daily processing of up to 5,000 returned vote by mail ballots. For every ballot over 5,000 received, the cost will increase by \$1.00. This amount does not include the rental fees or other fees associated with the VoteRemote Signature Verification System and this amount is in addition to the costs contained in the estimate previously submitted, dated (will send revised detailed estimate ASAP).
4. This service will save the city on staff time, hiring temporary staff, training of temporary staff and any benefits or taxes or insurance associated with temporary staff.
5. The Martin & Chapman Co. facility, located across from Angel Stadium in Anaheim, California, is a secure site as we do not have walk-in traffic, and is monitored by a 24 hour alarm system. The secure area where the ballots will be stored after each daily processing is on a 2nd story loft in a locked chain link fenced cage with barbed wire at the top that is 8 feet tall. This is a secured area approved by the Secretary of State's office where M&C stores its pre-tinted ballot stock per regulations of the Elections Code. It is only accessible via a forklift, as there are no stairs leading to this loft.
6. M&C has performed the above services for past special elections for the cities of Vallejo, CA (2015) and Oakland, CA (2014) and for Carson, CA (February 2016). M&C also does this on an annual basis for the board of director's elections for the Laguna Woods Village Homeowners Association (formerly Leisure World Laguna Hills), F&A Federal Credit Union, the Professional Peace Officers Association of Los Angeles County, and the Los Angeles Police Revolver and Athletic Club. M&C staff just completed the signature verification process for the random sampling of 500 signatures on 3 separate initiative petitions for the City of Moreno Valley, CA.
7. M&C currently partners with over 60 cities in Los Angeles County with their standalone municipal elections and assists 13 counties in the state of California with their statewide primary and general elections. M&C is a state certified ballot printer for the state of California.
8. The Registrar of Voters of Solano County (for the City of Vallejo) and the Registrar of Voters of Alameda County (for the City of Oakland) approved of our services for those city's special elections. M&C is confident that Dean Logan, Registrar of Voters of Los Angeles County, would also approve the professionalism and scope of our services.
9. M&C does not maintain any connection with any candidate or council member in any city in which we conduct elections, nor in any city period. It is a long standing policy of M&C that it is a conflict of interest to have any involvement with any candidate or council member.
10. M&C carries insurance of over \$1,000,000 in general liability, automobile liability, umbrella liability and workers compensation liability. We also carry Printer's Errors and Omissions insurance.
11. Martin & Chapman Co. has been in business for over 60 years, partnering with cities, counties, districts, homeowner associations and unions in the conducting of their elections.

Should you have any questions please feel free to call us at any time. We look forward to assisting the City of Carson in this most critical portion of the election process.

Martin & Chapman Co.

1951 Wright Circle * Anaheim, California 92806 * 714/939-9866 * Fax 714/939-9870

CITY OF CARSON
OFFICE OF THE CITY CLERK
CARSON, CA 90745-2224

AUGUST 24, 2017

Estimate based on:

Total Active Voters 57,974

PVBM Voters 20,325

1 Measure / EST

SPECIAL MUNICIPAL ELECTION

November 7, 2017

Quantity	Description	Unit Price	Total
1	PRE-ELECTION SUPPLIES / STANDALONE CITIES, INCLUDES . . .		
1	Election Handbook w/Resolutions, Forms, Notices, Manual		NC
1	Calendar of Events		NC
1	Elections Code of California		NC
1	Election Night Procedures Manual		NC
	MILITARY AND OVERSEAS VOTER SUPPLIES		
1	Process Military and Overseas Voters	\$ 75.00	\$ 75.00
1	Extract emails, gather and attach forms and ballots to email	\$ 75.00	\$ 75.00
1	Ballot Groups	\$ 25.00	\$ 25.00
200	Military & Overseas Voters & Supplies	\$ 1.50	\$ 300.00
	PERMANENT VOTE-BY-MAIL VOTER LABELS		
20325	54 Day PVBM / VBM Voter Labels	\$ 0.25	\$ 5,081.25
1	Setup/Generate 54 Day PVBM / VBM Voter Labels	\$ 26.00	\$ 26.00
81	29 Day PVBM / VBM Voter Labels (29 day voters)	\$ 0.25	\$ 20.25
1	Setup/Generate 29 Day PVBM / VBM Voter Labels	\$ 26.00	\$ 26.00
54	14 Day PVBM / VBM Voter Labels (14 day voters)	\$ 0.25	\$ 13.50
1	Setup/Generate 14 Day PVBM / VBM Voter Labels	\$ 26.00	\$ 26.00
	VOTE-BY-MAIL BALLOT SUPPLIES		
35	Provisional Ballot Envelopes	\$ 0.35	\$ 12.25
4375	Instructions for Voters - 8.5 x 11 - EST / for VBMs only	\$ 0.25	\$ 1,093.75
1	Setup for Instructions for Voters - 8.5 x 11 - E ST	\$ 25.00	\$ 25.00
24700	Outgoing Envelopes - #600 / EST	\$ 0.34	\$ 8,398.00
1	Setup for Outgoing Envelopes with Indicia	\$ 50.00	\$ 50.00
1	Setup for Outgoing Envelopes without Indicia	\$ 50.00	\$ 50.00
20700	PVBM ID/Return Envelopes - #575 - Yellow /EST	\$ 0.39	\$ 8,073.00
1	Setup for PVBM Return Envelopes	\$ 50.00	\$ 50.00
4000	VBM ID/Return Envelopes - #575 - Yellow /EST	\$ 0.39	\$ 1,560.00
1	Setup for VBM Return Envelopes	\$ 50.00	\$ 50.00
	VOTED BALLOT BOXES AND LABELS FOR VBM SUPPLIES		
40	Voted Ballot Boxes for VBM Ballots-regular size	\$ 3.10	\$ 124.00
40	Voted Ballot Boxes for VBM Ballots-1/2 size	\$ 3.50	\$ 140.00
80	Labels for VBM Voted Ballot Boxes	\$ 0.50	\$ 40.00

Quantity	Description	Unit Price	Total
80	Seals for VBM Voted Ballot Boxes	\$ 0.50	\$ 40.00
VBM TRACKING SYSTEM			
73009	Vote by Mail Tracking System / Active and Inactive Voters	\$ 0.035	\$ 2,555.32
1	Setup for VBM Tracking Program	\$ 850.00	\$ 850.00
VOTE REMOTE SIGNATURE VERIFICATION SYSTEM			
1	Vote Remote - Rental Fee	\$3,000.00	\$ 3,000.00
1	Vote Remote - Format Voter Signature File	\$ 500.00	\$ 500.00
1	Vote Remote - Installation & Training	\$ 500.00	\$ 500.00
1	Barcode capturing from Vote Remote to VBM Tracking	\$300.000	\$ 300.00
7000	Signature Verification (MC to pay directly to ESS)	\$0.30	\$ 2,100.00
PRECINCT SUPPLIES			
30	Precinct Supply Sets (incl. "I Voted Stickers" & Opto-Mark Pens)	\$ 133.00	\$ 3,990.00
1	Additional supplies for additional language / NO LABELS	\$ 6.00	\$ 6.00
1	Sample Set	\$ 133.00	\$ 133.00
1	Vote by Mail Canvass Set	\$ 45.00	\$ 45.00
60	Kiosks - 1 for Inside & 1 for Outside each Polling Place	\$ 40.00	\$ 2,400.00
2942	Roster pages / Active & Inactive Voters voters		\$ 2,845.17
3504	Street Index pages / Active & Inactive Voters / 3/precinct +1 for city clerk		\$ 1,871.58
35	Election Officer / Inspector's Guidelines & Checklists	\$ 3.10	\$ 108.50
125	Election Officer Digests / 8.5 x 11 / 70 pages	\$ 3.86	\$ 482.50
SAMPLE BALLOTS / VOTER INFORMATION PAMPHLETS			
39200	Sample Ballot Pamphlets / 44 pages /		\$ 46,200.00
PVBM INSERTS / VOTER INFORMATION PAMPHLETS			
22000	8.5 X 5.5 Booklets / 80 Pages / Voter Information Pamphlets	\$ 0.59	\$ 12,980.00
80	Each page with text	\$ 100.00	\$ 8,000.00
1	Setup	\$ 10,300.00	\$ 10,300.00
SAMPLE BALLOTS / VOTER INFORMATION PAMPHLETS / MAILING LABELS			
1	NCOA (National Change of Address) Set-up charge	\$ 75.00	\$ 75.00
37,649	NCOA Processing for Change of Address	\$ 0.005	\$ 188.25
1	Mail Manager Automated Sort & Palletization	\$ 200.00	\$ 200.00
37,649	Generate Voter Address Labels / 54 day labels	\$ 0.05	\$ 1,882.45
1	Ballot Types	\$ 25.00	\$ 25.00
30	No. of Precincts	\$ 10.00	\$ 300.00
325	Generate Voter Address Labels / 29 day labels	\$ 0.05	\$ 16.25
1	Ballot Types for 29 days labels	\$ 25.00	\$ 25.00
216	Generate Voter Address Labels / 15 day labels	\$ 0.05	\$ 10.80
1	Ballot Types for 15 day labels	\$ 25.00	\$ 25.00
OFFICIAL BALLOTS AND SUPPLIES			
1	Official Ballots-Typeset Ballot/per side/English+2 languages	\$ 670.00	\$ 670.00
24700	Official Ballots / Vote by Mail	\$ 0.24	\$ 5,928.00
28300	Official Ballots / Precincts	\$ 0.24	\$ 6,792.00
600	Official Ballots / Test-Duplicates	\$ 0.24	\$ 144.00
53600	Total Official Ballots		
1	Test / Duplicate Overprint / each Card	\$ 25.00	\$ 25.00
22700	Gray Secrecy Envelopes - Rental	\$ 0.04	\$ 908.00
BALLOT COUNTING / ELECTION NIGHT SUPPLIES			
1	Election Night Supply Kit	\$ 35.00	\$ 35.00
110	Counted Ballot Seals / 3 per precinct + 10 extras	\$ 1.00	\$ 110.00
1	Ballot Counter Programming (City Owned) / Card 1-side 1	\$ 1,850.00	\$ 1,850.00
30	Add'l Programing to count VBM's/Provisionals by precinct	\$ 20.00	\$ 600.00

Quantity	Description	Unit Price	Total
2	Ballot Counter Operator(s)	\$ 650.00	\$ 1,300.00
1	Add'l Tally of Late VBM's & Provisional Ballots	\$ 620.00	\$ 620.00
SUBTOTAL			
	Subtotal / Taxable Items		\$ 146,270.82
	Sales Tax		\$ 13,530.05
			\$ 159,800.87
PROCESSING OF COUNTY VOTER FILES RECEIVED			
1	E - 54 Day County Voter File for 1st Mailings	\$ 205.00	\$ 205.00
1	E - 29 Day County Voter File for 2nd Mailings	\$ 205.00	\$ 205.00
1	E - 14 Day County Voter File for 3rd Mailings	\$ 205.00	\$ 205.00
MISCELLANEOUS SERVICES			
1	Notary Fees for Agreement	\$ 100.00	\$ 100.00
1	Election Officer Class	\$ 600.00	\$ 600.00
1	Mileage to Election Officer Class	\$ 100.00	\$ 100.00
1	Assistance at Manual Tally	\$ 450.00	\$ 450.00
1	Repair/maintenance/re-wrapping of Voting Booths / hour	\$ 25.00	\$ 25.00
2	Repair/maintenance/re-wrapping of Kiosks / hour	\$ 25.00	\$ 50.00
TRANSLATIONS			
1	Department of Justice compliance requirements - Annual revision/editing of new and current materials for Notices, Sample Ballot pages, VBM Materials, and Precinct Supplies into all languages - bi-annual charge per city	\$ 200.00	\$ 200.00
	Spanish Translations		
1	Ballot(s)/Designations (& Measure Question(s) if applicable)	\$150.00	\$ 150.00
8	Measure Text / pages	\$500.00	\$ 4,000.00
1	Analyses	\$375.00	\$ 375.00
2	Arguments	\$225.00	\$ 450.00
2	Rebuttals	\$200.00	\$ 400.00
	Tagalog Translations		
1	Ballot(s)/Designations (& Measure Question(s) if applicable)	\$275.00	\$ 275.00
8	Measure Text / pages	\$525.00	\$ 4,200.00
1	Analyses	\$400.00	\$ 400.00
2	Arguments	\$250.00	\$ 500.00
2	Rebuttals	\$200.00	\$ 400.00
MAILING SERVICES / SAMPLE BALLOTS			
1	54 Day File transfer to mailer, address machine setup	\$ 350.00	\$ 350.00
1	Ballot Group setups	\$ 30.00	\$ 30.00
37,649	Affixing Address Labels	\$ 0.04	\$ 1,505.96
1	Postal documentation(s)	\$ 70.00	\$ 70.00
1	29 Day File transfer to mailer, address machine setup	\$ 250.00	\$ 250.00
1	Ballot Group setups	\$ 25.00	\$ 25.00
325	Affixing Address Labels	\$ 0.50	\$ 162.50
1	15 Day File transfer to mailer, address machine setup	\$ 100.00	\$ 100.00
1	Ballot Group setups	\$ 25.00	\$ 25.00
216	Affixing Address Labels	\$ 0.50	\$ 108.00
POSTAGE ACTIVITY / SAMPLE BALLOTS			
290	Affix Meter Tape 1st class Postage to Out of Country	\$ 0.25	\$ 72.50
325	Affix 1st class Postage to Pamphlets-29 day	\$ 0.25	\$ 81.25

Quantity	Description	Unit Price	Total
216	Affix 1st class Postage to Postcards-15 day	\$ 0.25	\$ 54.00
MAILING SERVICES / VOTE-BY-MAIL BALLOTS			
1	Track 'N Trace / tracking for VBM Ballots / Setup	\$ 150.00	\$ 150.00
20325	Track 'N Trace / ea	\$ 0.005	\$ 101.63
1	Intelligent Mail Barcode Full Service Preparation Fee	\$ 200.00	\$ 200.00
PVBM's / 54 DAY VOTERS			
20325	Addressing PVBM Envelopes / 54 days	\$ 0.25	\$ 5,081.25
1	Ballot Group setups for Addressing	\$ 10.00	\$ 10.00
20325	Insert PVBM's/54 day only/3 Items	\$ 0.25	\$ 5,081.25
1	Setup Inserter for 3 items (envelope, ballot, digest)	\$ 75.00	\$ 75.00
1	Ballot Group setups for Inserting	\$ 10.00	\$ 10.00
1	Mail preparation, Postal Documentation	\$ 150.00	\$ 150.00
CITY CLERK'S VBM'S FOR ISSUING			
4375	Insert VBM's/3 Items (envelope, ballot, instructions.)	\$ 0.25	\$ 1,093.75
1	Ballot Group setups for Inserting	\$ 10.00	\$ 10.00
PVBM's / 29 DAY VOTERS			
1	Ballot Group setups	\$ 10.00	\$ 10.00
81	Addressing PVBM labels (or Envelopes) / 29 days	\$ 0.25	\$ 20.25
PVBM's / 15 DAY VOTERS			
1	Ballot Group setups	\$ 10.00	\$ 10.00
54	Addressing PVBM labels (or Envelopes) / 15 days	\$ 0.25	\$ 13.50
DELIVERY SERVICES			
1	Deliver Sample Ballots to Post Office / 54 days	\$ 600.00	\$ 600.00
1	Deliver Sample Ballots to Post Office / 29 days & 15 days	\$ 75.00	\$ 75.00
1	Deliver PVBM Ballots to Post Office	\$ 600.00	\$ 600.00
1	Deliver VBM Supplies to City	\$ 200.00	\$ 200.00
1	Deliver Precinct Supplies to City (Saturday delivery)	\$ 1,000.00	\$ 1,000.00
1	Pickup Precinct Supplies after election from City	\$ 625.00	\$ 625.00
30	Pickup from & Return to County Warehouse - Ballot Boxes, etc.	\$ 12.00	\$ 360.00
1	Setup for arranging for pickup from the county	\$ 45.00	\$ 45.00
	UPS/Fed Ex charges		\$ 165.00
1	Act as Deputy Election Official / Process VBM ballots in Anaheim (per agreement, up to 5,000 pieces; \$1.00/piece after 5,000)	\$ 7,500.00	\$ 7,500.00
1	Process Provisional Ballots, check signatures, check against VBM tracking and send undetermined to County (25 hours)	\$ 2,500.00	\$ 2,500.00
	Total Nontaxable Items		\$ 41,810.84
	TOTAL OF THIS ELECTION		\$ 201,611.71

invoice
continues

Quantity	Description	Unit Price	Total
POSTAGE RECONCILIATION / SAMPLE BALLOTS MAILED			
37359	Standard Rate Postage - 1st mailing-54 day file	\$10,834.11	red amounts are estimates
290	1st Class Postage - 1st mailing -Out of Country	\$316.10	
325	Standard Rate Postage - 2nd mailing-29 day file	\$94.25	
325	1st Class Postage - 2nd mailing-29 day file	\$354.25	
216	1st Class Postage - 3rd mailing-15 day file	\$62.64	
	Total Postage Used	\$11,661.35	
	Additional Postage Due (Credit for unused postage)	\$11,661.35	\$ 11,661.35
POSTAGE RECONCILIATION / PERMANENT VOTE BY MAIL BALLOTS MAILED			
20325	PVBM ballots - 54 day file	\$5,284.50	
	Total Postage Used	\$5,284.50	
	Additional Postage Due (Credit for unused postage)	\$5,284.50	\$ 5,284.50
POSTAGE RECONCILIATION / BUSINESS REPLY FOR VBMS			
5000	Postage Used	\$4,150.00	
	Total Postage Used	\$4,150.00	
	Additional Postage Due (Credit for unused postage)	\$4,150.00	\$ 4,150.00
	TOTAL OF POSTAGE DUE (OR CREDIT TO CITY)		\$ 21,095.85
	ESTIMATED TOTAL INCLUDING POSTAGE		\$ 222,707.56

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.**
- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**