

1 B. Contractor has requested to receive regular payments. City shall
2 pay Contractor in due course of payments following receipt from Contractor and approval
3 by City of invoices showing the services or task performed, the time expended (if billing is
4 hourly), and the name of the project. Contractor shall certify on the invoices that
5 Contractor has performed the services in full conformance with this Contract and is
6 entitled to receive payment.

7 2. TIME FOR CONTRACT. The term of this Contract shall commence
8 at midnight on October 1, 2006, and shall terminate at 11:59 p.m. on September
9 31, 2007, unless sooner terminated as provided in this Contract, or unless the services or
10 the Project is completed sooner.

11 3. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
12 acceptance of any work or the payment of any money by City shall not operate as a
13 waiver of any provision of this Contract, of any power reserved to City, or of any right to
14 damages or indemnity hereunder. The waiver of any breach or any default hereunder
15 shall not be deemed a waiver of any other or subsequent breach or default.

16 4. INSURANCE.

17 A. As a condition precedent to the effectiveness of this Contract,
18 Contractor shall procure and maintain at Contractor's expense for the duration of this
19 Contract from insurance companies that are admitted to write insurance in California or
20 from authorized non-admitted insurance companies that have ratings of or equivalent to
21 A:VIII by A.M. Best Company the following insurance:

22 1. Commercial general liability insurance (equivalent in scope
23 to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000
24 per each occurrence and \$2,000,000 general aggregate. This coverage shall include
25 but not be limited to broad form contractual liability, cross liability, independent
26 contractors liability, and products and completed operations liability. City, its officials,
27 employees and agents shall be named as additional insureds by endorsement (on City's
28 endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11

1 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no
2 special limitations on the scope of protection given to City, its officials, employees and
3 agents.

4 2. Workers' Compensation insurance as required by the
5 California Labor Code and employer's liability insurance in an amount not less than
6 \$1,000,000.

7 3. Professional liability or errors and omissions insurance in an
8 amount not less than \$1,000,000 per claim.

9 4. Commercial automobile liability insurance (equivalent in
10 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
11 not less than \$500,000 combined single limit per accident.

12 B. Any self-insurance program, self-insured retention, or deductible
13 must be separately approved in writing by City's Risk Manager or designee and shall
14 protect City, its officials, employees and agents in the same manner and to the same
15 extent as they would have been protected had the policy or policies not contained
16 retention or deductible provisions. Each insurance policy shall be endorsed to state that
17 coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days
18 prior written notice to City, and shall be primary and not contributing to any other
19 insurance or self-insurance maintained by City. Contractor shall notify City in writing
20 within five (5) days after any insurance has been voided by the insurer or cancelled by
21 the insured. If this coverage is written on a "claims made" basis, it must provide for an
22 extended reporting period of not less than one year, commencing on the date this
23 Contract expires or is terminated, unless Contractor guarantees that Contractor will
24 provide to City evidence of uninterrupted, continuing coverage for a period of not less
25 than three (3) years, commencing on the date this Contract expires or is terminated.

26 C. Contractor shall require that all subcontractors that Contractor uses
27 in the performance of these services maintain insurance in compliance with this Section
28 unless otherwise agreed in writing by City's Risk Manager or designee.

1 D. Prior to the start of performance, Contractor shall deliver to City
2 certificates of insurance and the endorsements for approval as to sufficiency and form. In
3 addition, Contractor, shall within thirty (30) days prior to expiration of the insurance,
4 furnish to City certificates of insurance and endorsements evidencing renewal of the
5 insurance. City reserves the right to require complete certified copies of all policies of
6 Contractor and Contractor's subcontractors, at any time. Contractor shall make available
7 to City's Risk Manager or designee all books, records and other information relating to
8 this insurance, during normal business hours.

9 E. Any modification or waiver of these insurance requirements shall
10 only be made with the approval of City's Risk Manager or designee. Not more frequently
11 than once a year, City's Risk Manager or designee may require that Contractor,
12 Contractor's subcontractors change the amount, scope or types of coverages required in
13 this Section if, in his or her sole opinion, the amount, scope, or types of coverages are
14 not adequate.

15 F. The procuring or existence of insurance shall not be construed or
16 deemed as a limitation on liability relating to Contractor's performance or as full
17 performance of or compliance with the indemnification provisions of this Contract.

18 5. INDEMNITY. Contractor shall, with respect to services performed in
19 connection with this Contract, indemnify and hold harmless the City, its Boards,
20 Commissions, and their officials, employees and agents (collectively in this Section,
21 "City") from and against any and all liability, claims, demands, damage, loss, causes of
22 action, proceedings, penalties, costs and expenses (including attorney's fees, court
23 costs, and expert and witness fees) arising out of or related to the acts of Contractor, its
24 officers, employees, agents, subcontractors or anyone under Contractor's control
25 (collectively "Indemnitor"). Independent of the duty to indemnify, Contractor shall defend
26 City and shall continue this defense until the claim is resolved, whether by settlement,
27 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
28 the part of Indemnitor shall be required for the duty to defend to arise. Contractor shall

1 notify City of any claim within ten (10) days. Likewise, City shall notify Contractor of any
2 claim, shall tender the defense of the claim to Contractor, and shall assist Contractor, as
3 may be reasonably requested, in the defense.

4 6. OWNERSHIP OF DATA. All materials, information and data prepared,
5 developed or assembled by Contractor or furnished to Contractor in connection with this
6 Contract, including but not limited to documents, estimates, calculations, studies, maps,
7 graphs, charts, computer disks, computer source documentation, samples, models,
8 reports, summaries, drawings, designs, notes, plans, information, material and
9 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
10 and City shall have the unrestricted right to use and disclose the Data in any manner and
11 for any purpose without payment of further compensation to Contractor. Copies of Data
12 may be retained by Contractor but Contractor warrants that Data shall not be made
13 available to any person or entity for use without the prior approval of City. This warranty
14 shall survive termination of this Contract for five (5) years.

15 7. CONFIDENTIALITY.

16 A. Contractor shall keep the Data confidential and shall not disclose the
17 Data or use the Data directly or indirectly other than in the course of performing its
18 services, during the term of this Contract and for five (5) years following expiration or
19 termination of this Contract. In addition, Contractor shall keep confidential all information,
20 whether written, oral, or visual, obtained by any means whatsoever in the course of
21 performing its services for the same period of time. Contractor shall not disclose any or
22 all of the Data to any third party, or use it for Contractor's own benefit or the benefit of
23 others except for the purpose of this Contract.

24 B. Contractor shall not be liable for a breach of confidentiality with
25 respect to Data that: (a) Contractor demonstrates Contractor knew prior to the time City
26 disclosed it; or (b) is or becomes publicly available without breach of this Contract by
27 Contractor; or (c) a third party who has a right to disclose does so to Contractor without
28 restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court

1 order.

2 8. NOTICES. Any notice required hereunder shall be in writing and
3 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
4 to Contractor at the address first stated herein, and to the City at 333 West Ocean
5 Boulevard, Long Beach, California 90802, Attn: City Clerk. Notice of change of address
6 shall be given in the same manner as stated herein for other notices. Notice shall be
7 deemed given on the date deposited in the mail or on the date personal delivery is made,
8 whichever first occurs.

9 9. ASSIGNMENT. Neither this Contract nor any of the moneys that
10 may become due Contractor hereunder may be assigned by Contractor without the
11 written consent of City first had and obtained, nor will City recognize any subcontractor as
12 such, and all persons engaged in the work of construction will be considered as
13 independent contractors or agents of Contractor and will be held directly responsible to
14 Contractor.

15 10. TERMINATION. Either party shall have the right to terminate this
16 Contract for any reason or no reason at any time by giving fifteen (15) calendar days prior
17 notice to the other party. In the event of termination under this Section, City shall pay
18 Contractor for services satisfactorily performed and costs incurred up to the effective date
19 of termination for which Contractor has not been previously paid.

20 11. THIRD PARTY BENEFICIARY. This Contract is intended by the
21 parties to benefit themselves only and is not in any way intended or designed to or
22 entered for the purpose of creating any benefit or right of any kind for any person or entity
23 that is not a party to this Contract.

24 12. GOVERNING LAW. This Contract shall be governed by and
25 construed pursuant to the laws of the State of California (except those provisions of
26 California law pertaining to conflicts of laws).

27 13. COSTS. If there is any legal proceeding between the parties to
28 enforce or interpret this Contract or to protect or establish any rights or remedies

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 hereunder, the prevailing party shall be entitled to its costs, including reasonable
2 attorney's fees.

3 IN WITNESS WHEREOF, the parties have caused this document to be duly
4 executed with all formalities required by law as of the date first stated above.

K&H PRINTERS-LITHOGRAPHERS INC., a
Washington corporation dba K&H INTEGRATED
PRINT SOLUTIONS

5 _____, 2007

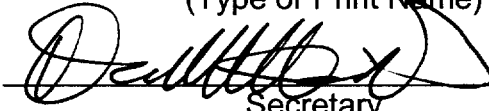
By 

President

JAY C. ADLEY

(Type or Print Name)

6
7
8
9
10 5/17, 2007

By 

Secretary

Dave Haines

(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

11
12
13
14
15 May 18, 2007

By 

ASSISTANT

City Manager

EXECUTED PURSUANT

"City"

TO SECTION 501 OF
THE CITY CHARTER.

This Contract is approved as to form on 5/18,

16
17
18
19 2007.

ROBERT E. SHANNON, City Attorney

By 
Deputy

Exhibit "A"
Scope of Services

Print 215,010 official ballots
Print 208,869 sample ballot books
Print 84,000 absentee ballot supplies
(outer env., return env., secrecy sleeve)

Total	441,133.50
Tax	36,393.51
Freight/Postage	94,007.48
Less Deposits	(82,187.80)
 Total Contract	 489,346.70