



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Printing Services Agreement by and between the City of Sausalito and Folger Graphics.

RECOMMENDED MOTION:

Approve the Printing Services Agreement by and between the City of Sausalito and Folger Graphics and authorize City Manager to sign agreement.

SUMMARY

Bid requests were sent to printers for FY 2010 printing of the Sausalito magazine. Three responses were received. Folger Graphics was the lowest bid at \$6980 per issue (14,500 copies) four times per year. Cost per year is \$27,920 plus \$350 for the addition of firework donation envelopes in a single issue for a total of \$28270.

BACKGROUND

Four times a year the Parks and Recreation Department produces a community magazine that is mailed to all residents in Sausalito and select surrounding areas. The Magazine contains information on Parks and Recreation Department classes and programs as well as information from other Departments including the Library, Police, Fire, Engineering, as well as the local schools.

FISCAL IMPACT

\$36,500 was budgeted for FY 2010 for publication of the magazine including graphic design. To help offset these expenditures, the Parks and Recreation Department sells ad space in the magazine with expected revenue of \$15,000 for FY 2010.

STAFF RECOMMENDATIONS

Approve the Printing Services Agreement by and between the City of Sausalito and Folger Graphics and authorize City Manager to sign agreement.

Item #: 4B3
Meeting Date: 7-21-09
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ATTACHMENTS

Attachment A – Agreement
Attachment B – Purchase Request

PREPARED BY:



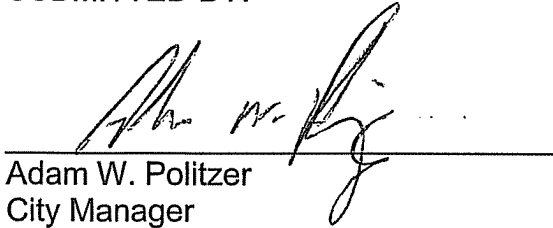
Mike Langford
Parks and Recreation Director

REVIEWED BY:



Charlie Francis
Finance Director

SUBMITTED BY:



Adam W. Politzer
City Manager

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CITY OF SAUSALITO
AGREEMENT FOR PRINTING SERVICES

This **AGREEMENT FOR PRINTING SERVICES**, (this "Agreement") is made and entered into this ____ day of July, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **Folger Graphics** (hereinafter "Contractor").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Contractor shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Contractor under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Responsible Individual. The individual directly responsible for the performance of the duties of Contractor is Kirk Folger. Contractor represents and warrants that the execution of this Agreement has been approved by Contractor and that person executing this Agreement on behalf of Contractor has the full authority to do so.

Section 3. Work Schedule.

Contractor shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Contractor shall not be held responsible for delays caused beyond its reasonable control.

Section 4. Compensation.

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Contractor shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Contractor shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Contractor in connection with Contractor's provision of the Work. Contractor acknowledges and agrees that the compensation to be paid to Contractor under this Section 4 represents the full amount due and owing to Contractor in connection with performance of the Work.

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Section 5. Amendments.

In the event City desires to retain Contractor for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Contractor therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, the Contractor is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The contractor shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Contractor acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Contractor hereby waives any and all claims to such rights and/or privileges.

Section 7. Contractor's Responsibility.

It is understood and agreed that Contractor has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Contractor to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Contractor thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Contractor from such professional responsibility. It is further understood and agreed that Contractor has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

Section 8. Hold Harmless and Indemnification.

Contractor shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Contractor, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Contractor.

Section 9. Insurance.

Intentionally omitted.

Section 10. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Contractor Conflict of Interest.

Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Contractor further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 13. Assignment.

Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 14. Ownership of Documents.

Contractor agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

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Section 15. Termination.

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Contractor shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Contractor as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Contractor shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

In Witness Whereof, City and Contractor have executed this Agreement as of the date first written above.

City of Sausalito

Contractor

By: Adam Politzer
Its: City Manager

By: _____
Its: _____

approved as to form:

Mary Anne Wagner
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Contractor will print 14,500 quarterly magazines four times a year
2. Contractor will print quarterly magazine in a saddle stitch book, 8 ¼" x 10 ¾", 40 pages plus cover, cover 80# gloss, text 50# offset, cover 4/4 175lpi, text black +1 PMS.
3. Contractor will perform high-resolution and quality image setting from digital files including photos.
4. Contractor will provide hardcopy proof for customer review and approval.
5. Contractor will provide consistency in ink distribution.
6. Contractor will saddle stitch and bind donation envelope in one edition per year (designated and provided by customer).
7. Contractor will divide copies in postal route sort approximately 14,060 remainder bulk carton pack.
8. Contractor will make four postal drops; 1) Sausalito Parks and Recreation Office 2) Sausalito Post Office 3) Tiburon/Belvedere Post Office 4) Mill Valley Post Office.

9. BROCHURE TIMELINE

<u>Brochure dates</u>	<u>SUBMIT TO PRINTER</u>	<u>BROCHURE TO POST OFFICE</u>
Fall <i>September 1st - November 30th</i>	July 16 th	August 1 st
Winter <i>December 1st - February 28th</i>	October 16 th	November 1 st
Spring <i>March 1st - May 31st</i>	January 16 th	February 1 st
Summer <i>June 1st - August 31st</i>	April 16 th	May 1 st

Printer receives the PDF by the 16th of the month.
Post Office receives brochures for mail delivery on or before the 1st of the month.

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EXHIBIT B

FEE SCHEDULE

\$6980 per quarterly community magazine.

\$350 for insertion of donation envelope in single issue.