

June 1, 2009

Chris Geer  
Media Lithographics, Inc.  
6080 Triangle Drive  
Commerce, CA 90040

**SUBJECT: LETTER OF AGREEMENT FOR THE PRINTING OF  
THE RECREATION & COMMUNITY SERVICES  
ACTIVITY GUIDE BROCHURE**

Dear Mr. Geer:

This letter shall be our Agreement regarding the **printing of the Recreation and Community Services Activity Guide** described below ("Services") to be provided by **Media Lithographics, Inc. a Corporation**, ("Contractor") as an independent contractor to the City of Los Alamitos for the City's **Activity Guide and City News** ("Project").

The Services to be provided include the following: **the printing of the Recreation and Community Services Activity Guide**. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on each issue in adequately performing the Services, and shall be billed at the rate(s) of **\$5,672.70 per issue**. However, unless expressly agreed in writing in advance by the City, the cost to the City for the Services shall not exceed **\$24,500**.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage

Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law.

Invoices shall be submitted to the City quarterly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin **July 1, 2009** and be completed **June 30, 2010**, according to the attached schedule (Exhibit "B"), unless extended by the City in writing. **This agreement shall then continue with one (1) one-year optional contract extensions with the same terms and conditions set forth herein, with the cost changing based only on the cost of paper.** The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suites, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith in enforcing the indemnity herein provided.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**CITY OF LOS ALAMITOS**

**MEDIA LITHOGRAPHICS, INC.**

*Reviewed and Accepted by Contractor*

\_\_\_\_\_  
Jeffrey L. Stewart  
City Manager

\_\_\_\_\_  
Chris Geer, Owner

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan C. Vanderpool, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean Derleth, City Attorney

Exhibit "A"

Media Lithographics, Inc. will perform the following services for the Printing of the Recreation and Community Services Activity Guide:

1. Print the 24-page (20-page + cover) Recreation and Community Services Activity Guide in full-color.
2. Trim Size: 8 3/8" x 10 7/8".
3. Text Paper: 60# White Offset
4. Cover Paper: 70# Gloss Book
5. Artwork will be furnished by graphic designer via CD or FTP upload.
6. Proofs will be furnished to City for signature approval prior to printing.
7. Binding: Saddle stitch on 10 7/8" side and carton packed and delivered to Recreation and Community Services Department within one week of receiving artwork.
8. 11,000 copies printed, four times per year.

Exhibit "B"

Schedule of Recreation and Community Services Activity Guide:

Product will be delivered to the Los Alamitos Community Center at 10911 Oak St., Los Alamitos, CA 90720.

<u>SEASON</u>	<u>Copy to Printer</u>	<u>Printer Delivery</u>
FALL 2009	7/6/09	7/20/09
WINTER 2010	11/02/09	11/16/09
SPRING 2010	2/1/09	2/15/09
SUMMER 2010	4/26/09	5/10/09