

RESOLUTION NO. 16-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL ALL MAIL BALLOT MUNICIPAL ELECTION TO BE HELD ON TUESDAY, OCTOBER 11, 2016, FOR THE SUBMISSION TO THE QUALIFIED VOTERS A PROPOSED MEASURE

WHEREAS, the City Council of the City of Lancaster, California desires to submit to the voters at a Special All Mail Ballot Municipal Election a proposed measure relating to a special parcel tax to fund law enforcement and emergency shelter, housing, supportive services and certain other incidental services for homeless individuals and families; and

WHEREAS, the City Council is authorized and directed by statute to submit the proposed measure to the voters;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That there is called and ordered to be held in the City of Lancaster, California on Tuesday, October 11, 2016, a Special Municipal Election conducted by all mail ballot for the purpose of submitting the following proposed measure:

Measure A – THE SAFE AND COMPASSIONATE COMMUNITY ACT - To protect the public’s health, safety, and general welfare by providing additional law enforcement protection and services such as shelter, counseling, and support services for the homeless community, shall the ordinance imposing an annual special parcel tax of (i) \$36 per unit upon developed residential parcels, (ii) \$144 per acre or portion thereof (not to exceed \$1,000 per parcel) on other developed parcels, and (iii) \$183.60 per parcel upon undeveloped parcels, which will be subject to a 50% discount for parcels owned by senior citizens, which will raise \$3,958,234.00 annually for a term of 20 years, be adopted?	YES
	NO

SECTION 2. That the text of the measure submitted to the voters is attached as Exhibit A.

SECTION 3. That the vote requirement for the measure to pass is 2/3 of the votes cast.

SECTION 4. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 5. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election by all mail ballot.

SECTION 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That pursuant to the City of Lancaster Municipal Code, and other applicable provisions of the City Charter and ordinances of the City of Lancaster, said Special Election shall be conducted by all mail ballot, and shall be conducted pursuant to Chapter 2 of Division 4 (commencing with Section 4100) of the California Elections Code only insofar as required by law, and only where not inconsistent with the Charter and ordinances of the City of Lancaster.

SECTION 8. Ballots cast in this Special Election shall be returned to the office of the City Clerk or a designated Ballot Drop-off Center no later than 8 p.m. on Election Day in order to be counted. Ballots that are postmarked on Election Day and received no later than 3 days following the day of the election will also be counted.

SECTION 9. That pursuant to Elections Code § 12310, a stipend for services for the persons named as ballot drop off center workers is fixed at \$100.

SECTION 10. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 11. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 12. That this Resolution shall take effect immediately upon adoption of Ordinance No. 1014; in the event Ordinance No. 1014 is not adopted, this Resolution shall be of no force or effect.

PASSED, APPROVED and ADOPTED this 6th day of July, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF LANCASTER)

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____, City of Lancaster, CA. do hereby certify that this is a true and correct copy of the original Resolution No. 16-39, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____, day of _____, _____.

(seal)

ATTACHMENT A

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ESTABLISHING A SPECIAL PARCEL TAX TO FUND LAW ENFORCEMENT AND EMERGENCY SHELTER, HOUSING, SUPPORTIVE SERVICES AND CERTAIN OTHER INCIDENTAL SERVICES FOR HOMELESS INDIVIDUALS AND FAMILIES

WHEREAS, the City of Lancaster (the "City") has a duty to provide for the health, safety and welfare of its residents and members of the public; and

WHEREAS, limited law enforcement resources and a lack of emergency shelter, housing and supportive services available to homeless individuals and families, including homeless seniors and homeless veterans, has a profoundly negative impact upon the health, safety and welfare of those individuals and families, as well as the community as a whole; and

WHEREAS, in order for the City to provide or arrange for these much needed services, it is necessary to impose an annual special parcel tax (the "Special Parcel Tax") upon each parcel of real property within the City as follows: (i) \$36 per unit upon developed residential parcels; (ii) \$144 per acre or portion thereof (not to exceed \$1,000 per parcel) on other developed parcels; and (iii) \$183.60 per parcel upon undeveloped parcels; and

WHEREAS, the Special Parcel Tax will raise \$3,958,234.00 annually and will be imposed for a term of 20 years, beginning July 1, 2017; and

WHEREAS, on July 6, 2016, the City Council adopted Resolution No. 16-39 calling for a Special All Mail Ballot Election (the "Special Election") to be held on October 11, 2016, for the purpose of submitting this Ordinance to voters as a measure entitled "The Safe and Compassionate Community Act"; and

WHEREAS, two-thirds of the qualified voters of the City voting in the Special Election approved The Safe and Compassionate Community Act.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF LANCASTER DO ORDAIN AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

Section 2. Special Parcel Tax. There is hereby established for the City of Lancaster (the “City”) a special parcel tax (the “Special Parcel Tax”) for the specific purpose of funding law enforcement and emergency shelter, housing and supportive services available to homeless individuals and families, including homeless seniors and homeless veterans. The City Council has authority, by resolution, to determine that a particular expenditure or appropriation of the Special Parcel Tax is proper and within the scope of this Ordinance, which determination shall be conclusive.

Section 3. Special Account. The proceeds of the Special Parcel Tax shall be deposited in a special account, created and maintained by the City, and used only for the specific purposes identified in this Ordinance.

Section 4. Accountability Measures. For so long as any proceeds of the Special Parcel Tax remain unexpended, the City shall cause a report to be prepared by an independent auditor and reviewed by a volunteer Oversight Committee appointed by the Mayor and to be filed with the City Council no later than December 31st of each year, stating the following: (i) the amount of the Special Parcel Tax proceeds collected and expended in such year; and (ii) the status of any projects or description of any programs funded from proceeds of the Special Parcel Tax.

Section 5. Application of Special Parcel Tax. The Special Parcel Tax shall be assessed to the owner of each parcel of real property within the City, unless the owner is exempt from taxation, in which case, the Special Parcel Tax imposed shall be assessed to the holder of any possessory interest in such parcel, unless such holder is also by law exempt from taxation.

Section 6. Imposition of Special Parcel Tax; Rate Schedule. The Special Parcel Tax shall be levied each year, commencing July 1, 2017, on all taxable parcels of real property, improved or unimproved, within the boundaries of the City, in accordance with the rate schedule (the “Special Parcel Tax Rate Schedule”) set forth in this section. The Special Parcel Tax Rate Schedule is hereby established as follows:

Developed Parcel Rate	
Senior Citizen	\$18 per unit*
Single-family Residential	\$36 per unit
Multi-family Residential	\$36 per unit
Apartments	\$36 per unit
All Other Developed Parcels	\$144 per acre or portion thereof, not to exceed \$1,000 per parcel
Undeveloped Parcel Rate	
Senior Citizen	\$91.80 per parcel
All Other Undeveloped Parcels	\$183.60 per parcel
*Senior Citizen Discount	
Parcel owned by a senior citizen who applies for a senior citizen discount pursuant to this Ordinance. For purposes of this discount, a “senior citizen” is a person 62 years of age or older.	

Section 7. Interpretation and Implementation. The City Council is hereby authorized, by resolution, to issue interpretations of this Ordinance and/or take any action in order to implement the provisions of this Ordinance.

Section 8. Severability. The Special Parcel Tax shall not apply to any person, entity or property as to whom which it is beyond the power of the City to impose the tax herein provided. If for any reason any provision of this Ordinance or the application thereof is found to be invalid, or if the Special Parcel Tax is found inapplicable to any particular parcel of real property within the City by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Parcel Tax to the remaining parcels of real property within the City shall not be affected and, to this end, the provisions of this Ordinance are severable.

Section 9. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

I, Britt Avrit, CMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was PASSED, APPROVED AND ADOPTED by the people of the City of Lancaster voting on the 11th day of October, 2016.

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. _____, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

RESOLUTION NO. 16-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL ALL MAIL BALLOT MUNICIPAL ELECTION TO BE HELD TUESDAY, OCTOBER 11, 2016

WHEREAS, A Special All Mail Ballot Municipal Election is to be held in the City of Lancaster, California, on October 11, 2016; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Lancaster.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. The voter record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets;
 - c. Print Rosters of Voters and Street Indexes;
3. Voter signature verification services as needed;
4. Make available to the City, election equipment and assistance as needed according to state law.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this Resolution.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 5. That this Resolution shall take effect immediately upon adoption of Ordinance No. 1014; in the event Ordinance No. 1014 is not adopted, this Resolution shall be of no force or effect.

PASSED, APPROVED and ADOPTED this 6th day of July, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF LANCASTER)

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____, City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 16-40, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____, day of _____, _____.

(seal)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “City”), and Martin & Chapman Company, a California corporation (the “Consultant”).

RECITALS

WHEREAS, the City desires to engage Consultant to provide election consulting services regarding the October 11, 2016 Special Municipal Election; and

WHEREAS, the Consultant is qualified by virtue of experience, training and education to perform these consulting services;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. City: City of Lancaster.
- B. Consultant: Martin & Chapman Company

2. **Notices.** All written notices required by or related to this Agreement shall be personally delivered or sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

City: City of Lancaster
Attn: City Clerk
44933 North Fern Avenue
Lancaster, California 93534

Consultant: Martin & Chapman Co.
Scott Martin, President
1951 Wright Circle
Anaheim, California 92806

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.**

A. The City hereby engages Consultant, and Consultant accepts such engagement, to perform the work and services set forth in the "Scope of Services" attached hereto as Exhibit "A" (the "Consulting Services") with respect to the October 11, 2016 Special Municipal Election ("Election"). Consultant shall perform and complete the Consulting Services in a manner satisfactory to the City.

B. In addition to the Consulting Services set forth in the Scope of Services, at all times during the term of this Agreement up to and including a reasonable time after the Election, Consultant agrees to and shall be available by email or telephone to respond to all Election-related questions or concerns of the Election Official, such response to be no later than 24 hours after communication from the Election Official; and further, upon request, to work in cooperation with the Election Official on any Election task or problem which may arise.

5. **Obligations of the City.** The city shall pay Consultant for the Consulting Services in an amount not to exceed \$183,000.00, as set forth in the Scope of Services. Payment shall be made within thirty days of receipt of Consultant's detailed, itemized invoice. In the event additional materials or services are provided, with the City's prior written approval, Consultant will submit an itemized invoice for these supplemental materials and services, such invoice to be paid within thirty days of receipt by the City.

6. **Obligations of the Consultant.**

A. Consultant shall perform the Consulting Services as required by this Agreement, and said performance shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. Consultant shall perform all Consulting Services required hereunder as and when directed by the City. The City may, in its sole discretion, extend the time for performance of any service in writing. Consultant shall have all votes counted by 11:59 p.m. on Election Day. If Consultant fails to do so, as a result of errors of the Consultant or any of its officers, employees, subcontractors or agents, all charges for ballot counter programming shall be waived. No such charges shall be waived if the failure to timely complete vote counting is a result of City staff error, City equipment, electrical problems, or other cause outside the control of Consultant.

C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the City of Lancaster, the Lancaster Successor Agency, the Lancaster Financing Authority, the Lancaster Housing Authority, the Lancaster Boulevard Corporation, the Lancaster Community Services Foundation, and the Lancaster Museum and Public Art Foundation, as well as each of their officers, agents, servants, and employees (collectively, the "City Entities"), from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred in or in any manner arising out of or related to Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of Consultant or on the part of its employees.

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City Manager and Consultant.

9. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, gender, sexual orientation, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Termination for Cause.**

A. The City Manager may, by written notice to Consultant, terminate the whole or any part of this Agreement if Consultant fails to perform the services required by this Agreement within the time specified herein or fails to make timely progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure.

B. If this Agreement is terminated as provided above in paragraph A, the City may require Consultant to provide all finished or unfinished election materials, reports, documents and other materials prepared by Consultant. Upon such termination, Consultant shall be paid for the value of the work performed and materials provided up to the date of termination. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete election materials and other documents, whether delivered to the City or in possession of Consultant.

11. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the parties to this Agreement that no employee/employer relationship is intended; Consultant is an independent contractor.

12. **Insurance.**

A. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide and that are admitted insurers in the State of California:

Commercial General Liability	
Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
 Commercial Automobile Liability	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
 Workers Compensation	
As Required by the State of California	Statutory Limits
 Employer's Liability	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
 Professional Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01.

C. The 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 insured's liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

G. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the City insured entities.

H. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

J. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City insured entities.

L. Certificates of Insurance must be deposited with the City of Lancaster for all coverage required by this contract. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

**CONSULTING SERVICES FOR OCTOBER 11, 2016
SPECIAL MUNICIPAL ELECTION**

The Certificate Holders, as well as their officers, agents, servants, and employees are included as additional insured as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. (This does not apply to Professional Liability policies.)

(3) List in the "Certificate Holder" section:

"The City Entities, as defined in the Consulting Services Agreement dated _____," 44933 Fern Avenue, Lancaster, California 93534.

(4) List in the "Cancellation" section:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named to the left.

M. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The Consultant's insurance coverage shall be primary insurance as respects the City's insured entities.

13. **Ownership of Documents.** All reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City.

14. **Data Provided to Consultant.** The City shall provide to Consultant, without charge, all reports, studies, maps and other documents and other information, now in the City's possession, which may facilitate the timely performance of the work described in the Scope of Services.

15. **Consultant 's Warranties and Representations.**

Consultant warrants and represents to the City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

16. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. **Exhibits.**

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in its entirety:

Exhibit "A" Scope of Services

18. **Governing Law.**

This Agreement shall be governed by the laws of the State of California.

19. **Counterparts.** This Agreement may be executed in counterparts by the parties and shall become effective and binding upon the parties at such time as all of the signatories hereto have signed the original or a counterpart original of this Agreement. Each such counterpart shall constitute an original and all such counterparts so executed shall constitute one Agreement, binding upon all of the parties thereto, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. Each counterpart shall have the same force and effect as if all such signatures were contained in one instrument. A facsimile copy shall be considered an original for the purposes of this Agreement. Facsimile or e-mail transmissions shall be deemed effective as originals.

20. **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether the City or Consultant, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____

Dated: _____

By: _____

Mark V. Bozigian, City Manager

Dated: _____

CONSULTANT
MARTIN & CHAPMAN COMPANY, a California
corporation

By: _____

(Name, Title)

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT 'A'

Martin & Chapman Co.

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

CITY OF LANCASTER
 OFFICE OF THE CITY CLERK
 44933 FERN AVE
 LANCASTER, CA 93534-2461

JUNE 8, 2016

ESTIMATE

SPECIAL MUNICIPAL ELECTION

October 11, 2016

Quantity	Description	
PRE-ELECTION SUPPLIES		
1	Calendar of Events	
PROCESSING OF COUNTY VOTER FILES RECEIVED		
1	E - 54 Day County Voter File	
1	E - 29 Day County Voter File	
1	E - 14 Day County Voter File	
MILITARY AND OVERSEAS VOTER SUPPLIES		
1	Process Military and Overseas Voters	
1	Extract emails, gather and attach forms and ballots to email	
1	Ballot Groups	
320	Military & Overseas Voters & Supplies	
ALL MAIL BALLOT VOTER LABELS		
1	NCOA (National Change of Address) Set-up charge	
79200	NCOA Processing for Change of Address	
1	Mail Manager Automated Sort & Palletization	
79200	Generate 54 Day Voter Labels (54 day voters)	
1840	Generate 29 Day Voter Labels (29 day voters)	
624	Generate 14 Day Voter Labels (14 day voters)	
ALL MAIL BALLOT SUPPLIES		
79200	All Mail Ballot Outgoing Envelopes - #600 ES w/ & w/o indicia	
79200	All Mail Ballot Identification/Return Envelopes - #575 ES	
25	Provisional Ballot Envelopes	
1	Vote by Mail Canvass Set	
6	Drop Off Site Supply Sets	
12	Kiosks for Drop Off Site Supply	
300	Purple Envelopes for voters who lost return envelopes	
BOXES, LABELS FOR ALL MAIL BALLOT SUPPLIES		
60	Voted Ballot Boxes for VBM Ballots-regular size	
45	Voted Ballot Boxes for VBM Ballots-1/2 size	
105	Labels for Voted Ballot Boxes	
105	Seals for Voted Ballot Boxes	

Quantity	Description	
VBM TRACKING SYSTEM		
109043	Vote by Mail Tracking System / Active and Inactive Voters	
VOTE REMOTE SIGNATURE VERIFICATION SYSTEM		
1	Vote Remote - Rental Fee	
1	Vote Remote - Format & Load Voter Signature File	
1	Barcode capturing from Vote Remote to VBM Tracking	
19000	Signature Verification (<i>Estimated 25%</i>)	
PVBM INSERTS / VOTER INFORMATION PAMPHLETS		
DIGESTS		
77700	8.5 X 5.5 Booklets / 8 Pages / E Voter Information Pamphlets	
1500	8.5 X 5.5 Booklets / 8 Pages / S Voter Information Pamphlets	
OFFICIAL BALLOTS AND SUPPLIES		
1	Official Ballots - Typeset Ballot / per side / English & Spanish	
79200	Official Ballots / Vote by Mail	
1000	Official Ballots / Test-Duplicates	
80200	Total Official Ballots	
1	Test / Duplicate Overprint / each Card	
BALLOT COUNTING / ELECTION NIGHT SUPPLIES		
1	Election Night Supply Kit	
100	Counted Ballot Seals	
1	Ballot Counter Rental-Additional Counter Used for Counting	
1	Ballot Counter Programming only / Card 1-side 1	
30	Add'l Programing to count VBM's/Provisionals by precinct	
1	Add'l Tally of Late VBM's & Provisional Ballots	
SUBTOTAL		
	Subtotal / Taxable Items	\$113,084.16
	Sales Tax	\$10,177.57
		<hr/>
		\$123,261.73
MISCELLANEOUS SERVICES		
1	Vote Remote - Installation & Training	
3	Ballot Counter Operator(s)	
1	Repair/maintenance/re-wrapping of Voting Booths / hour	
1	Repair/maintenance/re-wrapping of Kiosks / hour	
TRANSLATIONS		
	Spanish Translations	
1	Ballot(s)/Designations (& Measure Question(s) if applicable)	
2	Measure Text	
1	Analyses	
2	Arguments	
2	Rebuttals	
MAILING SERVICES / ALL MAIL BALLOTS		
1	Track My Mail / Planet Code tracking	
1	Intelligent Mail Barcode Full Service Preparation Fee	
1	Transfer of Data File to Mailer	
78880	54 day file / Addressing Envelopes (excludes military voters)	
1	Ballot Group setups	

Quantity	Description	
78880	Insert PVBM's/54 day only/4 Items (envelope, ballot, instructions, digest	
1	Mail preparation, Postal Documentation	
320	Inserting materials into Envelopes for City Clerk's use	
1840	29 day file / Addressing Envelopes	
1840	Inserting materials into Outgoing Envelopes	
624	15 day file / Addressing Envelopes	
624	Inserting materials into Outgoing Envelopes	
POSTAGE ACTIVITY / ALL MAIL BALLOTS		
1840	Affix Meter Tape 1st class Postage - 29 Day file	
624	Affix Meter Tape 1st class Postage - 15 Day file	
DELIVERY SERVICES		
1	Deliver All Mail Ballot Packages to Post Office	
1	Deliver All Mail Ballot Supplies to City	
6	Pickup from & Return to County Warehouse - Ballot Boxes, etc. UPS/Fed Ex charges	
	Total Nontaxable Items	\$37,298.60
ESTIMATED TOTAL OF THIS ELECTION		\$160,560.33
POSTAGE RECONCILIATION / ALL MAIL BALLOTS		
		\$21,962.56
78880	54 Day Ballot Packages @ .26	
1840	29 Day Ballot Packages @ .59	
624	15 Day Ballot Packages @ .59	
	Total Postage Used	
	Additional Postage Due (Credit for unused postage)	
TOTAL OF POSTAGE DUE (OR CREDIT TO CITY)		\$21,962.56
ESTIMATE FOR 2016 SPECIAL MUNICIPAL ELECTION		\$182,522.89
ESTIMATE IS GOOD FOR 90 DAYS		