

**CITY OF CHICO - SERVICE PROVIDER AGREEMENT**

CHICO CHAMBER OF COMMERCE  
Provider

“TEAM CHICO” PUBLIC-PRIVATE ECONOMIC DEVELOPMENT SERVICES  
COORDINATION  
Project Title

001-112-6109  
Budget Account Number

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**THIS SERVICE PROVIDER AGREEMENT** (“Agreement”) is entered into on \_\_\_\_\_, 2017, between the City of Chico, a municipal corporation under the laws of the State of California (“City”), and Chico Chamber of Commerce, a California corporation (“Provider”).

**SECTION 1 - DESCRIPTION OF SERVICES**

City desires to hire Provider to perform and/or cause to be performed those certain services described in Exhibit A, entitled “Description of Services.”

**SECTION 2 - SCOPE OF SERVICES**

Provider shall perform and complete services as set forth more particularly in Exhibit B, entitled “Scope of Services” and the Attachments, created by City as services are to be rendered by the Provider, as provided within Exhibit B.

**SECTION 3 - COMPENSATION**

Provider shall be compensated for services provided to City pursuant to this Agreement periodically in the amounts, manner, and in accordance with the payment schedule as set forth in Exhibit C, entitled “Compensation.” Amounts due to Provider from City for services rendered shall be evidenced by the submission of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to the City by the Provider and should reach City on or before the 15th day of the month next following the month or months, or other applicable period, for which services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment to Chamber within 30 days of receipt of

the invoice and appropriate documentation. However, if Provider submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Provider until a correct and complying invoice has been submitted.

#### **SECTION 4 - TERM; TERMINATION**

The initial term of this Agreement shall be for a period of one year, commencing on July 1 2017, and terminating on June 30, 2018. Thereafter, the term of this Agreement may be extended for two successive one-year periods, with a final termination date of June 30, 2020, subject to annual budget appropriation by the City Council. City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Provider. In this latter event, Provider shall be entitled to compensation for all services performed for City to the date of such termination.

#### **SECTION 5 - RESPONSIBILITY OF PROVIDERS**

By executing this Agreement, Provider warrants to City that Provider engaged possess, or will arrange to secure from others, all of the necessary capabilities, experience, resources and facilities necessary to provide to City the services under this Agreement. In procuring the services of others to assist Provider in performing the services set forth in Exhibit B, Provider shall not employ or otherwise obtain the services of any person or entity known to Provider or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Provider will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding services rendered under this Agreement.

#### **SECTION 6 - RESPONSIBILITY OF CITY**

To the extent appropriate in relation to services contemplated by this Agreement, City shall:

- a. Assist Provider by placing at Provider's disposal all available information pertinent to services;
- b. Designate in writing a person to act as City's representative with respect to services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to services; and
- c. Give prompt written notice to Provider whenever City observes or otherwise becomes aware of any deficiency in services.

#### **SECTION 7 - INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Provider, its officials, officers, employees, subcontractors, consultants or agents in connection with Provider's use of City premises under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Provider shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Providers/Subconsultants/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers.

Notwithstanding the above, Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) shall be limited to the extent caused by Contractor's negligent acts, errors or omissions.

#### **SECTION 8 - INSURANCE**

Any requirements by City that Provider carry general liability or any other type of insurance in connection with the services to be performed by Provider pursuant to this Agreement shall be as set forth in Exhibit D, entitled "Insurance Provisions."

#### **SECTION 9 - CITY ACCESS TO PROVIDER'S RECORDS**

Provider shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four (4) years following the date of final payment to Provider by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during Provider's usual and customary business hours. Provider shall provide proper facilities to City's representative(s) for access and inspection. Provider shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of Section 3, above.

## **SECTION 10 - INDEPENDENT CONTRACTOR**

City and Provider agree that the relationship created by this Agreement is that of an employer-independent contractor. Provider shall be solely responsible for the conduct and control of services performed under this Agreement. Provider shall be free to render services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Provider's ability to fulfill the obligations to City established herein.

## **SECTION 11 - OWNERSHIP OF DOCUMENTS**

Title to all documents, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Provider, as provided herein, for the services rendered by Provider in connection with which they were prepared.

## **SECTION 12 - CONFLICT OF INTEREST CODE APPLICABILITY**

If City's City Manager has determined that one or several of Provider's Principal(s) or Project Manager(s) are subject to the City's Conflict of Interest Code under Chico Municipal Code Section 2R.04.180, then each such person will be required to comply with the provisions of said Code in connection with services rendered to City under this Agreement. In such event, City's requirements shall be set forth in Exhibit E, entitled "Conflict of Interest Provisions."

## **SECTION 13 - SUBCONTRACTING SERVICES**

Provider shall be entitled, to the extent determined appropriate by Provider and City, to subcontract any portion of services to be performed under this Agreement. Provider shall be responsible to City for the actions of persons and firms performing subcontracted services. The subcontracting of services by Provider shall not relieve Provider, in any manner, of the obligations and requirements imposed upon Provider by this Agreement.

## **SECTION 14 - ASSIGNMENT**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Provider without the prior written consent of the other.

## **SECTION 15 - AMENDMENTS**

This Agreement represents the entire understanding of City and Provider as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties. City may at any time, upon a minimum of 10 days written notice, amend the scope of services to be provided under this Agreement. Provider shall, upon receipt of said notice, determine the impact on both time and compensation of such amendment and notify City in writing. Upon agreement between City and Provider as to the extent of said impacts to time and compensation, this Agreement shall be amended. Execution of the amendment by City and Provider shall constitute Provider's notice to proceed with the amended scope.

**SECTION 16 - COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

All services performed by Provider pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

**SECTION 17 - SEVERABILITY**

This Agreement shall be administered and interpreted under the laws of the State of California. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

**SECTION 18 - NOTICE**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City: City Manager  
City of Chico  
P. O. Box 3420  
Chico, CA 95927-3420

To Provider: President/CEO  
Chico Chamber of Commerce  
441 Main Street, Suite 150  
Chico, CA 95928

**SECTION 19 - EXHIBITS INCORPORATED**

All Exhibits referred and attached to this Agreement are hereby incorporated by this reference.

**SECTION 20 - SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on Exhibit F, entitled "Special Provisions."

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

CITY:



Mark Orme,  
City Manager

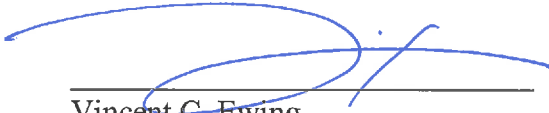
PROVIDER:



Katie Simmons,  
President and CEO

\*Authorized pursuant to Section 3.08.060  
of the Chico Municipal Code

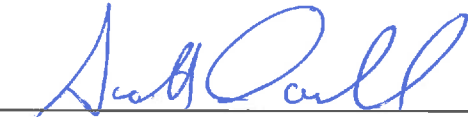
APPROVED AS TO FORM:



Vincent C. Ewing  
City Attorney\*

\*Pursuant to The Charter of the  
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:



Scott Dowell,  
Administrative Services Director\*

\*Reviewed by Finance and Information Systems

REVIEWED AS TO CONTENT:



Chris Constantin,  
Assistant City Manager

# CITY OF CHICO - SERVICE PROVIDER AGREEMENT

## CHICO CHAMBER OF COMMERCE

Provider

## “TEAM CHICO” PUBLIC-PRIVATE ECONOMIC DEVELOPMENT SERVICES

COORDINATION/001-112-6109

Project Title/Budget Account No.

### EXHIBIT A

#### DESCRIPTION OF SERVICES

The Provider, in partnership with the City and other partner organizations, implemented a direct Business Outreach Program in the fall of 2012 which is now known as “Team Chico.” The partners desire to continue the Team Chico model which provides direct services to Chico businesses to include outreach, mentoring, financial readiness assistance, and workforce training and placement with the overall goal of generating jobs, investment and revenue within the City of Chico.

The Provider shall ensure a Team Chico Public-Private Economic Development Partnership Memorandum of Understanding (MOU) is established, act as the fiscal receiver for the City of Chico economic development funding allocated to Team Chico, provide program coordination services, and provide an annual report on activity outcomes, all as more specifically outlined in Exhibit “B” below.



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## CHICO CHAMBER OF COMMERCE

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### EXHIBIT B

#### SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

##### **Scope of Services - Basic**

Provider shall provide or cause to be provided the following:

- Establish Team Chico Public-Private Economic Development Partnership Memorandum of Understanding (MOU) – Ensure that a Team Chico MOU is established with the City and appropriate partner organizations (Team Chico Partners) which outlines the specific services that Provider and/or other Team Chico Partners are responsible for providing.
- Act as Fiscal Receiver – Ensure that each Team Chico Partner that is identified as a financial recipient in the MOU contributes an appropriate number of hours monthly toward achieving Team Chico goals, ensure each financial recipient tracks their staff and project administration time for the economic development services that they provide, to include a description of the services provided, and ensure that each financial recipient submits same to the Provider each month. Based on this documentation, the Provider will determine the appropriate amount of compensations, submit an invoice to the City for payment, and then will distribute the appropriate City funding to the financial recipients within two weeks of receipt of the funds from the City. The Provider will maintain all supporting documentation and make it available for City’s review upon request. A summary of this documentation shall be submitted in a form acceptable to the City with the final invoice.
- Program Coordination – Provide general Team Chico program coordination services in support of the MOU to include scheduling and hosting regular meetings of core Team Chico Partners, providing support as necessary for activities conducted by Team Chico Partners to include, but not limited to, business walks, industry walks, and Community Safety meetings, facilitate data collection, strategic research, and targeted outreach for projects that improve the business climate and/or quality of life, and facilitate the organization of “Red Teams” to respond with immediate assistance to business in crisis.

- Reporting – Submit a detailed *Final Outcomes Report* outlining the qualitative and quantitative outcomes achieved by Team Chico Partners from July 1<sup>st</sup> through June 30<sup>th</sup> no later than **July 15<sup>th</sup> annually** to include the following:

Performance/Services Provided

- Distribution of “Smart Business Links;”
  - Business visits made;
  - Workshops/forums held;
  - Work services rendered;
  - A Business Assistance Case Profile/Economic Impact Report for each business assisted, and as requested by the City.
- Letter of Intent – Provider shall submit a Letter of Intent to City no later than **March 31<sup>st</sup> annually**, if Provider would like to continue to provide these economic development services for the City in the subsequent fiscal year, subject to City Council appropriation of funding.

**City Responsibilities - Basic**

City is an active Team Chico Partner.

In the event the Scope of Services changes during the initial or any extended term of this Agreement the City will provide a detailed scope of services to the Provider in the form of sequentially numbered Attachments to Exhibit B of this Agreement. The Attachments shall also serve as the City's Notice to Proceed. An example of the standard form of the Attachment is shown on Page B-3.

ATTACHMENT EXAMPLE

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

PROVIDER

Project Title/Budget Account No.

ATTACHMENT # \_\_\_\_ TO EXHIBIT B  
SERVICE PROVIDER AGREEMENT DATED \_\_\_\_\_  
(Agreement Term: *Beginning Date* through *Ending Date*)

SCOPE OF SERVICES - BASIC; NOTICE TO PROCEED; COMPLETION SCHEDULE

Scope of Services - Basic

The Provider shall perform the following Services:

City Responsibilities - Basic

Compensation

Compensation shall not exceed \$ \_\_\_\_\_ and shall be billed according to the rates set forth on Exhibit C of the Agreement. Compensation shall be based upon actual monthly invoices received and shall be paid in accordance with the completion of each task, as follows (*if applicable*):

Notice to Proceed

This Attachment shall constitute the City's Notice to Proceed to the Provider.

Completion Schedule

The Provider shall complete all Services within XX days/weeks/months of receipt of the City's Notice to Proceed.

# CITY OF CHICO - SERVICE PROVIDER AGREEMENT

## CHICO CHAMBER OF COMMERCE

Provider

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### EXHIBIT C

### COMPENSATION

During the initial term of this Agreement (Fiscal Year 2017-18) the maximum compensation for the economic development services outlined herein shall not exceed **\$60,000**.

Compensation for any extended term of this Agreement, if any, shall be in accordance with the City Council adopted budget for that fiscal year.

Compensation shall be paid in accordance with the following payment schedule:

- Monthly invoices – 90% of contracted amount
- Approval of “*Final Outcomes Report*,” and a summary of financial recipient participation – 10% retention

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## CHICO CHAMBER OF COMMERCE

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### EXHIBIT D

### INSURANCE PROVISIONS

#### General Liability Insurance

Consultants/Contractors/Provider shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of “B” or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an “A” rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City’s Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultants/Contractors/Provider acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultants/Contractors/Provider as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A

blanket endorsement which provides additional insured status to any person or organization with whom Consultants/Contractors/Provider, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**CITY OF CHICO - SERVICE PROVIDER AGREEMENT**

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“TEAM CHICO” PUBLIC-PRIVATE ECONOMIC DEVELOPMENT SERVICES

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EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

**NONE**

**CITY OF CHICO - SERVICE PROVIDER AGREEMENT**

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EXHIBIT F

SPECIAL PROVISIONS

**NONE**