



1           3. PROVIDER warrants and certifies that it has the time, ability, and professional expertise  
2 necessary to perform the services hereunder in a professional, efficient, trustworthy and businesslike  
3 manner. PROVIDER shall assign two or more technicians who will be responsible on an ongoing basis  
4 for production of CITY programs. The individual(s) specifically assigned to the production of CITY'S  
5 programs shall have the experience necessary in production to provide the programming as called for  
6 by the CITY.

7           4. For services provided pursuant to Section 2.a. and 2.b. of this AGREEMENT, CITY shall  
8 pay PROVIDER an hourly fee of \$ 97.00, payable monthly at the completion of each month of this  
9 AGREEMENT. In addition to the actual meeting time, PROVIDER shall be compensated for one-half  
10 hour set-up before the scheduled meeting starting time and one-quarter hour takedown time after the  
11 actual adjournment time. Such fee shall be the sole cost for the services established in this  
12 AGREEMENT. The total compensation for the term of the agreement shall not exceed \$49,000.

13           5. PROVIDER shall submit invoices to CITY for services on a monthly basis. All services  
14 provided shall be billed no later than two (2) months after being incurred. The CITY shall compare the  
15 invoices with the minutes of the meetings to determine that the hours billed are correct. Payment by  
16 CITY shall be made within thirty (30) days.

17           6. The term of this AGREEMENT shall be from July 1, 2020 through June 30, 2022. In  
18 addition, this agreement may not be extended. For each succeeding 12-month term of this Agreement,  
19 PROVIDER may request CITY to adjust the compensation rate(s) during such term. PROVIDER'S  
20 request for such an adjustment shall be filed with City no later than January 15, and shall be  
21 accompanied by such documentation, including, but not limited to, financial reports and records,  
22 operational cost data, and the like, as may be required by City to enable it to satisfactorily evaluate and  
23 make a determination upon it. Nothing hereinabove, however, shall require City to make any adjustment  
24 therefor in response to PROVIDER's request. Further, in no event shall any such adjustment exceed an  
25 amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-  
26 U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for  
27 the most recent available previous 12-month period. As an example, if such Index increased 10 percent  
28 for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of

1 whether or not the PROVIDER's documented costs exceed 7.5 percent. This agreement may be  
2 terminated by either party for any reason upon sixty (60) days written notice.

3 7. PROVIDER warrants and certifies that neither it nor any of its officers, agents, or employees  
4 have any personal or financial interest which would conflict or interfere with the provisions of services  
5 to CITY pursuant to this AGREEMENT.

6 8. CITY and PROVIDER agree that the relationship between them and created by this  
7 AGREEMENT is that of an employer-independent contractor. PROVIDER shall be solely responsible  
8 for the conduct and control of the work performed under this AGREEMENT. PROVIDER shall be free  
9 to render services to others during the term of this AGREEMENT, so long as such activities do not  
10 interfere with or diminish PROVIDER'S ability to fulfill the obligation established herein to CITY.

11 9. PROVIDER agrees to maintain in full force and effect the insurance requirements set forth  
12 in Exhibit "A" which is by this reference made a part of this Agreement.

13 10. PROVIDER shall indemnify City, its officers, boards and commissions, and members  
14 thereof, its employees and agents from any and all liabilities which might arise out of or relating to  
15 actions or omissions, negligent or otherwise, of the Provider. Should City or any of its officers, boards  
16 and commissions, and members thereof, its employees or agents, be named in any suit, or should any  
17 claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not,  
18 arising out of or relating to this Agreement, Provider shall defend City and said officers, boards and  
19 commissions and members thereof, its employees and agents, and shall indemnify them for any judgment  
20 rendered against them or any sums paid out in settlement or otherwise.

21 11. This AGREEMENT shall be interpreted according to the laws of the State of California.

22 12. This AGREEMENT represents the entire understanding of CITY and PROVIDER as to  
23 those matters contained herein. No prior oral or written understanding shall be of any force or effect  
24 with respect to those matters covered in it. This AGREEMENT may not be modified or altered except  
25 by amendment in writing signed by both parties. This AGREEMENT is not assignable by either CITY  
26 or PROVIDER.

27 IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** in the City of  
28 Chico, County of Butte, State of California on the date set forth above.

1 CITY OF CHICO

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3 By: MARK ORME\*  
4 City Manager



By: KAIVAN FARAHMAND  
Consultant, Owner

5 \*Authorized pursuant to  
6 Section 3.08.060 of the City Municipal Code

7 APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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9   
10 By: ANDREW JARED\*\*  
City Attorney

  
By: DEBORAH R. PRESSON  
City Clerk

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

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14 REVIEWED BY FINANCE:

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16 By: SCOTT DOWELL  
Administrative Services Director

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## INSURANCE PROVISIONS

### Exhibit "A"

#### General Liability Insurance

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.

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.

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 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 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 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). 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.

#### Automobile Liability Insurance

Provider shall obtain automobile liability insurance 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 which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Provider and provided to City upon request.

#### Subcontractor Insurance

Provider shall require all subcontractors, who are performing services for Provider under this Agreement, to obtain and maintain commercial general liability insurance and automobile liability insurance with the same minimum policy limits as set forth above for Provider. Evidence of such coverages shall be maintained by Provider and provided to City upon request.

#### Workers' Compensation Insurance

Provider shall, at Provider's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Provider shall also require all of Provider's subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Provider or Provider's subcontractors to City upon request.

#### Subrogation

Provider shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Provider or Provider's subcontractors for City under this Agreement.