

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

**NICOLE JOHANSSON**  
Architect/Consultant/Engineer

**CITY OF CHICO PUBLIC INFORMATION/PUBLIC RELATIONS**  
Project Title

**001-106-5400**  
Budget Account Number

**TABLE OF CONTENTS**

<b><u>Section/Title</u></b>	<b><u>Page No.</u></b>
SECTION 1 - DESCRIPTION OF PROJECT .....	2
SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; ..... COMPLETION SCHEDULE	2
SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; ..... COMPLETION SCHEDULE	2
SECTION 4 - COMPENSATION .....	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT .....	3
SECTION 6 - RESPONSIBILITY OF CITY .....	3
SECTION 7 - INDEMNIFICATION .....	4
SECTION 8 - INSURANCE .....	5
SECTION 9 - GENERAL PROVISIONS .....	5
9.1 - Access to Records.....	5
9.2 - Assignment.....	5
9.3 - Changes to Scope of Services - Basic Professional Services .....	5
9.4 - Compliance with Laws, Rules, Regulations .....	5
9.5 - Conflict of Interest Code Applicability .....	5

9.6 - Exhibits Incorporated .....6

9.7 - Independent Contractor .....6

9.8 - Integration; Amendment.....6

9.9 - Jurisdiction.....6

9.10 - Notice to Proceed; Progress; Completion.....6

9.11 - Ownership of Documents .....6

9.12 - Subcontracts.....6

9.13 - Term; Termination.....7

9.14 - Notice.....7

SECTION 10 - SPECIAL PROVISIONS.....7

**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into on July 13, 2022, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Nicole Johansson, an independent contractor, (Consultant).

**SECTION 1 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

**SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

**SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond

CA STD FORM 06/21/19

the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

#### **SECTION 4 - COMPENSATION**

Consultant shall be compensated for professional services rendered 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 Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant 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 City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

#### **SECTION 5 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant 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. Consultant 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 professional services rendered under this Agreement.

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

To the extent appropriate to the Project contemplated by this Agreement, City shall:

**6.1** Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

**6.2** Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

**6.3** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

CA STD FORM 06/21/19

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

**6.4** Designate in writing a person to act as City's representative with respect to the 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 materials, equipment, elements and systems pertinent to Consultant's professional services.

**6.5** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

**6.6** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

### **SECTION 7 - INDEMNIFICATION**

To the fullest extent permitted by law, Consultant 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, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant 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.

Consultant'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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant'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 (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

### **SECTION 8 - INSURANCE**

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT

CA STD FORM 06/21/19

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D, entitled "INSURANCE PROVISIONS."

## **SECTION 9 - GENERAL PROVISIONS**

### **9.1 Access to Records**

Consultant 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 years following the date of final payment to Consultant 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 Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant 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 professional service to City, falling under the provisions of SECTION 3 of this Agreement.

### **9.2 Assignment**

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

### **9.3 Changes to Scope of Services - Basic Professional Services**

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

### **9.4 Compliance with Laws, Rules, Regulations**

All professional services performed by Consultant 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.

### **9.5 Conflict of Interest Code Applicability**

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

### **9.6 Exhibits Incorporated**

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

### **9.7 Independent Contractor**

City and Consultant agree that the relationship between them created by this Agreement

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

**9.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Consultant 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.

**9.9 Jurisdiction**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. 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.

**9.10 Notice to Proceed; Progress; Completion**

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

**9.11 Ownership of Documents**

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

**9.12 Subcontracts**

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

**9.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, 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 Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

**9.14 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	or	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Consultant: Nicole Johansson  
5233 Honey Rock Ct.  
Oroville, CA 95966

**SECTION 10 - SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

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


CITY:

  
\_\_\_\_\_  
Paul Hahn, Interim City Manager\*  
\*Authorized pursuant to Section 3.08.060  
of the Chico Municipal Code

CONSULTANT:

  
\_\_\_\_\_  
By: Nicole Johansson, Independent  
Contractor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Vincent C. Ewing, City Attorney\*  
\*Pursuant to The Charter of the  
City of Chico, Section 906(D)

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Barbara Martin, Interim Administrative  
Services Director\*

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

**NICOLE JOHANSSON**  
Architect/Consultant/Engineer

**CITY OF CHICO PUBLIC INFORMATION/PUBLIC RELATIONS**

Project Title

**001-106-5400**

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

Under limited direction, employ professional communication and marketing strategies to direct, plan and organize a comprehensive public relations program for the City; coordinate newspaper, radio, television, website, social media, and community relations activities to ensure City-wide communications, publicity and outreach for City programs, services and events are clear and consistent. Develop and implement media training for interested department representatives and Council members, enabling participants to expand their knowledge of affective media interaction. This position may also serve as a community representative and media spokesperson on occasion for the City at a variety of meetings and public forums and provide responsible assistance to City staff; and perform other related work as assigned.



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**EXHIBIT B**

**SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

**Scope of Professional Services - Basic**

The Consultant shall provide professional services as follows:

- Plan and execute public relations programs, advertising and awareness campaigns to ensure comprehensive media coverage to promote City programs, services and events; create a proactive public relations environment.
- Coordinate media relations opportunities and conduct/organize press briefings. Research, write, edit, and issue press releases, news articles, feature stories and public service announcements for newspaper, radio, television, website and social media channels.
- Facilitate curation of content for the city website and social media channels.
- Respond to inquiries from the media, City officials, community groups, businesses, employees and the general public, and direct media inquiries to department representatives as appropriate.
- Plan, coordinate and participate in City media events, activities and programs; prepare scripts, arrange event logistics, arrange on-camera interviews, and coordinate event implementation.
- Assist the City Manager and department representatives in preparing a variety of information materials, including fact sheets, brochures, news articles, annual reports, and presentations for distribution to community members, businesses, employees, and the City Council.
- Support emergency communication efforts and media management during emergency situations.

- Strengthen external media relations.
- Develop and implement media training for interested City staff and City Council members.
- Perform related work as assigned.

#### Services to be Provided by City

The City shall provide professional services as follows:

- Provide consultant access to existing media assets.
- Assist in identifying projects or programs to elevate to the media.
- Be responsive to requests for information.
- Be responsive to follow-up requests from the media.
- Provide guidance consultant related to work plan development and implementation.

#### Completion Schedule

The Consultant shall complete services outlined herein within six (6) months of receipt of the City's Notice to Proceed.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

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Architect/Consultant/Engineer

**CITY OF CHICO PUBLIC INFORMATION/PUBLIC RELATIONS**

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates: regular rate of \$75.00 per hour and Crisis/Emergency rate of \$120.00 per hour. Total maximum compensation for the services outlined herein shall not exceed \$50,000.

Compensation shall be based upon actual invoices received for work completed and shall be paid monthly.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

**NICOLE JOHANSSON**  
Architect/Consultant/Engineer

**CITY OF CHICO PUBLIC INFORMATION/PUBLIC RELATIONS**

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Budget Account Number

**EXHIBIT D**

**INSURANCE PROVISIONS**

**General Liability Insurance**

Consultant/Contractor 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.

Consultant/Contractor 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 Consultant/Contractor 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 Consultant/Contractor, 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.

#### Automobile Liability Insurance

Consultant/Contractor 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 Consultant/Contractor and provided to City upon request.

#### Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/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 Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

#### Subrogation

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

#### Indemnity

Consultant/Contractor/Subconsultant/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.

#### Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, 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 providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which 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.

#### For All Required Insurance

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due the City, at the City's option.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

**NICOLE JOHANSSON**  
Architect/Consultant/Engineer

**CITY OF CHICO PUBLIC INFORMATION/PUBLIC RELATIONS**

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EXHIBIT E

**CONFLICT OF INTEREST PROVISIONS**

**NONE.**

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

**NICOLE JOHANSSON**  
Architect/Consultant/Engineer

**CITY OF CHICO PUBLIC INFORMATION/PUBLIC RELATIONS**

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EXHIBIT F

SPECIAL PROVISIONS

**NONE.**





**CITY OF CHICO**  
P.O. BOX 3420 CHICO, CA 95927-3420

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 142048**

Date <b>July 11, 2022</b>		2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off  <b>CM/AD</b>
5. <input type="checkbox"/> Annual Master <input checked="" type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming		6. Budgeted (Attach Budget to Actual Report) <input type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached		7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor

6. DELIVER TO (Point of Delivery Destination)  City of Chico P.O. Box 3420, Chico, CA 95927 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED:  <b>001-106-5400</b>
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9. VENDOR/CLAIMANT (Name and Address)  <b>Nicole Johansson</b> <b>5233 Honey Rock Court</b> <b>Oroville, CA 95966</b>	PEID NO. _____
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**11. ORDER / CLAIM (Subject to conditions in Section 13.)**

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p align="center"><b>Consultant shall provide public information and public relations for the City.</b></p> <p align="center"><b>Not to exceed \$50,000</b></p>		<b>\$50,000</b>
			<p>( <u>Public Information/Public Relations</u> )</p> <p align="center">Description (14 Characters)</p>		
				Subtotal	<b>\$ 50,000.00</b>
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				<b>TOTAL</b> ⇨	<b>\$ 50,000.00</b>

**ATTENTION VENDOR:** Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

12. Approvals		
A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature) 	C. City Manager (Authorized Signature) 

**13. NOTICE TO VENDOR**

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANTS AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.

1. Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
2. Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
4. Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
5. The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.



**CITY OF CHICO**  
 P.O. BOX 3420 CHICO, CA 95927-3420

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 142048**

1. Date <b>July 11, 2022</b>	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off  <b>CM/AD</b>
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5. <input type="checkbox"/> Annual Master <input checked="" type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached	7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor
--	---	--

6. DELIVER TO (Point of Delivery Destination)  City of Chico P.O. Box 3420, Chico, CA 95927 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED:  <b>001-106-5400</b>
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9. VENDOR/CLAIMANT (Name and Address)  Nicole Johansson 5233 Honey Rock Court Oroville, CA 95966	PEID NO. _____
--	----------------

**11. ORDER / CLAIM (Subject to conditions in Section 13.)**

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			Consultant shall provide public information and public relations for the City. Not to exceed \$50,000  ( <u>Public Information/Public Relations</u> ) <small>Description (14 Characters)</small>		\$50,000
Subtotal					\$ 50,000.00
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
<b>TOTAL</b> ⇨					\$ 50,000.00

**ATTENTION VENDOR:** Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

**12. Approvals**

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature) <i>Erik Smith</i>	C. City Manager (Authorized Signature) <i>Erik Smith</i>
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**13. CERTIFICATION (Does not apply to Claim)**

I hereby certify that the goods and/or services ordered and reflected in Section 11, above, have been  partially  fully received or rendered satisfactorily, or  that payment is authorized in this instance in advance of receipt of goods or services (e.g. equipment maintenance, subscriptions, dues, insurance premiums, etc.) Accordingly, I hereby certify that payment may be made to vendor named hereon, "Inventory Report" form is attached for each item checked in "INV" column in Section 11 above.

Date \_\_\_\_\_ By \_\_\_\_\_  
Authorized Dept./Officer Signature



**CITY OF CHICO**  
P.O. BOX 3420 CHICO, CA 95927-3420

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 142048**

Date <b>July 11, 2022</b>		2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off  <b>CM/AD</b>
5. <input type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming		6. Budgeted (Attach Budget to Actual Report) <input type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached		7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor

6. DELIVER TO (Point of Delivery Destination)  City of Chico P.O. Box 3420, Chico, CA 95927 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED:  <b>001-106-5400</b>
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9. VENDOR/CLAIMANT (Name and Address)  <b>Nicole Johansson 5233 Honey Rock Court Oroville, CA 95966</b>	PEID NO. _____
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**11. ORDER / CLAIM (Subject to conditions in Section 13.)**

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			Consultant shall provide public information and public relations for the City. Not to exceed \$50,000  ( <u>Public Information/Public Relations</u> ) Description (14 Characters)		\$50,000
Subtotal					\$ 50,000.00
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
<b>TOTAL</b> ⇨					\$ 50,000.00

**ATTENTION VENDOR:** Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

**12. Approvals**

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)
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**13. FINANCIAL OFFICE PARTIAL PAYMENT RECORD**

Paymt. No.	DATE OF PAYMENT	AMOUNT OF PAYMENT	BALANCE ENCUMBERED	Paymt. No.	DATE OF PAYMENT	AMOUNT OF PAYMENT	BALANCE ENCUMBERED
1				6			
2				7			
3				8			
4				<b>Final Payment:</b>			
5				<b>Total All Payments:</b>			

(1) Cancel unencumbered balance by Journal Entry after Final Payment, then this Encumbrance Copy may be destroyed



**CITY OF CHICO**  
P.O. BOX 3420 CHICO, CA 95927-3420

**PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM**

**No. 142048**

Date <b>July 11, 2022</b>		2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off  <b>CM/AD</b>
5. <input type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming		6. Budgeted (Attach Budget to Actual Report) <input type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached		7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor

6. DELIVER TO (Point of Delivery Destination)  City of Chico P.O. Box 3420, Chico, CA 95927 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED:  <b>001-106-5400</b>
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9. VENDOR/CLAIMANT (Name and Address)  <b>Nicole Johansson</b> <b>5233 Honey Rock Court</b> <b>Oroville, CA 95966</b>	PEID NO. _____
---	----------------

**11. ORDER / CLAIM (Subject to conditions in Section 13.)**

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p align="center"><b>Consultant shall provide public information and public relations for the City.</b></p> <p align="center"><b>Not to exceed \$50,000</b></p> <p align="center">( <u>Public Information/Public Relations</u> ) Description (14 Characters)</p>		<b>\$50,000</b>
				Subtotal	<b>\$ 50,000.00</b>
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				<b>TOTAL ⇒</b>	<b>\$ 50,000.00</b>

**ATTENTION VENDOR:** Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

12. Approvals		
A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. REMARKS (Indicate below any comments appropriate to this order)

Make and send copies of this Order to:

<input type="checkbox"/> City Manager _____	<input type="checkbox"/> Fire Dept. _____
<input type="checkbox"/> Finance Office _____	<input type="checkbox"/> Personnel Office _____
<input type="checkbox"/> City Clerk _____	<input type="checkbox"/> Park _____
<input type="checkbox"/> Planning Office _____	<input type="checkbox"/> Airport _____
<input type="checkbox"/> Police Dept. _____	<input type="checkbox"/> City Attorney _____
<input type="checkbox"/> Public Works Dept. _____	<input type="checkbox"/> Community Development _____
	<input type="checkbox"/> _____

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Nicole Lee Johansson</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>5233 Honey Rock Ct.</b>	Requestor's name and address (optional)
6 City, state, and ZIP code <b>Oroville, CA 95966</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
5 2 4 - 3 9 - 6 9 4 8	
OR	
Employer identification number	
	-

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Nicole L. Johansson</b>	Date ▶ <b>7/5/21</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*