



CITY OF CHICO

Request for Proposals – Utility Billing Services, Chico, CA

Request for Proposals available on the City of Chico
Website:

<https://chico.ca.us/request-proposalsqualifications>

Statement of Proposals are due no later than

5:00 pm on September 16, 2022

Request for Proposals Inquiries:

Email: angie.dilg@chicoca.gov

Request for Proposals for Utility Billing Services – Chico, CA

1. Introduction/Invitation

The City of Chico (City) currently provides for billing and collection of sewer service and sewer lift station fees through a contract with California Water Service Company (Cal Water) that will terminate on June 30, 2023. The City is requesting Proposals from interested and qualified Vendors to process, print and mail monthly utility bills for City sewer service fees and sewer lift station fees (Project). Services would also include collection and processing of all received payments and customer service-related calls and inquiries. Proposals should also consider the City may have broadband billing in the future that may require additional billing capacity.

The responses to the request for Proposals (RFP) will give the City the opportunity to identify the most qualified Vendor by means of experience, approach, cost effectiveness and motivation to engage in this Project in a timely manner. Once a Vendor is identified, the City intends to enter into a Professional Services Agreement with the selected Vendor. The City reserves the right to accept or reject any or all submittals or proposals without cause.

The timeline for the release and submittal of proposal are identified in Section 5 in this RFP.

2. Description of Project

Objective

The City is looking to select a qualified Vendor to provide billing services for City sewer service fees and sewer lift station fees for approximately 24,000 customers per month. Vendors should anticipate an increase in 20-60 customers per month.

The City will have sole discretion and authority to establish and maintain rate schedules. Vendor will need to work cooperatively with Cal Water to obtain water consumption data. Vendor will handle all messaging to customers, including rate increase information and all customer services inquiries.

Scope of Work:

The City is interested in obtaining a proposal from qualified Vendors to provide sewer billing services. All proposals shall include the following scope of work:

Billing Services

- Monthly calculation, printing and mailing of bills for City sewer services fees and sewer lift station fees to customers designated by the City. Costs should include total per billing address and total cost per utility to be billed as the City may request broadband billing to be completed in the future.
- Provide calculation of rates.
- Work cooperatively with Cal Water to obtain water consumption data to calculate monthly sewer service fees.
- Provide calculation of penalties and fees to customers as applicable. Mail past due notices, billing inserts and additional notices such as rate increases to customers as needed.
- Provide an option for electronic bill delivery and payment.
- Provide monthly reports to the City to include sewer charges, lift station charges, sewer write-off journal entries and sewer applied payments.

Accounts Receivable and Financial Administration

- Collect on all billings to include delinquent accounts.
- Provide multiple payment methods for customers and include online payment options.
- Provide autopay option for customers.
- Process and send monthly payments to the City for received funds.
- Provide monthly invoices to the City for services.

Customer Service

- Provide for live customer service representatives to be available during the hours of 8:00 a.m. to 5:00 p.m. with messaging services available afterhours.
- Identify in what languages customer service will be available.
- Provide customer service representatives who can give a detailed explanation of billing charges to customers.
- Create and delete accounts as needed.
- Provide resolution of billing errors.
- Provide forwarding of field service requests to the City as needed.

Infrastructure

- Provide availability of web-based portal for customers to make payments and review status of accounts.
- Provide access to designated City employees for review of accounts and account management.
- Provide secure backup system to maintain all account information to include all customer account details, balances, billing and payment history, usage, customer service inquiries and account status.

Transition

- Vendor should have ability to transition services from current Vendor, Cal Water, to begin providing services on or about February 1, 2023 in order to allow for a smooth transition from Cal Water to new Vendor.

3. Evaluation of Proposals and Selection Process

The following sample of criteria and the points for each criterion, for a total of 100 points, may be used in evaluating and rating the proposals (Service Categories 1-4):

1. Relevant Experience (30 points)

- a. Past, recently completed, or on-going projects working with local governments to substantiate experience related to the project.
- b. Experience on at least three (3) projects providing services like those described in this RFP.
- c. History of outcomes and performance with references for similar projects.

2. Approach (45 points)

- a. Understanding of the nature, extent and performance goals of the services required.
- b. Ability to provide services detailed in the Scope of Work, Section 2.
- c. A specific outline of how the work will be performed.

- d. Awareness of potential problems and experience providing possible solutions.
- e. Special resources the Vendor offers that are relevant to the success of the project.

3. Cost Effectiveness (25 points)

- a. Per address and per utility cost.
- b. Economies of scale/potential for co-existing programs.
- c. Comparison of cost per unit with other similar programs.

The City will score all Proposals for final selection of a qualified Vendor. Top scoring Vendors may be invited to participate in an interview prior to final Vendor selection. If the City chooses not to have interviews, a Vendor will be selected based on overall Proposals and fit for the project. The City intends to enter into a Professional Services Agreement in accordance with the terms and conditions outlined below, as well as any other terms and conditions proposed, which are accepted by the City and the Vendor.

4. **Disclaimer of Costs and Liability**

The City will not be responsible in any manner for any costs:

- Associated with the preparation or submission of proposals or any documents or materials provided or requested by the City pursuant to this RFP, and
- Incurred by the Respondents for any oral presentations or interviews contemplated by this RFP.

Each Vendor shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by Vendor and the selected Vendor, if any in:

- Preparing and submitting information in response to this RFP.
- Negotiations with the City on any matter related to this RFP.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by Vendor.

5. **Tentative Selection Process Schedule**

Tentative Schedule Activities	Schedule
RFP Advertised	August 8, 2022
Last Day to Submit RFP Questions	August 19, 2022
RFP Addenda Issued (if required)	August 25, 2022
Proposals Due	September 16, 2022 – 5:00 pm
Interviews (if required)	September 26, 2022
Selection of Vendor	October 3, 2022
Project Start Date	February 1, 2023

6. **Proposal Submittal**

Responding Vendors are required to submit their proposal as an electronic copy in PDF file format. Proposals must be received no later than **5:00 PM on September 16, 2022**. Proposals shall be emailed to: angie.dilg@chicoca.gov with “Utility Billing Services RFP” in the subject line. Proposals received after the deadline will not be accepted. Questions relating to this RFP should be directed to: City Manager’s Office via e-mail: angie.dilg@chicoca.gov.

After a Vendor has been selected and a Professional Services Agreement has been entered into, all proposals submitted in response to the RFP become the property of the City and are subject to disclosure under the Public Records Act (Government Code Sections 6250 et. seq.). Any information deemed to be private, such as personal or financial must be labeled as “confidential” and will be treated as such. Proposers are cautioned that even materials marked or labeled as “confidential” may be subject to disclosure under applicable law. The City reserves the right to make determinations as to whether any such documents must be disclosed, and by submitting a proposal in response to this RFP, Vendors agree to be bound by such determination.

7. Submittal Requirements

The City will evaluate the proposals based on the information provided below:

- a. Cover Letter: Vendor must submit a cover letter which clearly indicates the single primary contact (principal-in-charge), email address, mailing address, telephone and facsimile numbers, and must acknowledge any and all addenda, and confirm the signatory submitting on behalf of Vendor has the authority to commit on behalf of the Vendor.
- b. Proposals of Vendor and Relevant Experience: To ensure that the City is selecting the most qualified Vendor, provide a minimum of three (3) relevant examples of projects related to the project described in this RFP. Describe the experience of the Vendor performing activities like those proposed in the RFP, including a brief description of work performed and history of outcomes. Describe any projects working with local governments.
- c. Approach: Vendor must state in a clear and concise manner a narrative of the Vendor’s concept for the Project as detailed in Section 2 of this RFP, why Vendor should be selected for this project, and estimated timeline for proposed project. Vendor should describe how the work will be performed, resources that will be used, and address any potential problems and solutions to these issues.

8. Questions and Requests for Clarification

Vendor must submit all questions regarding this RFP in writing by e-mail to: angie.dilg@chicoca.gov, with “Utility Billing Services RFP Questions” in the subject line and be received no later than the due date indicated in Section 5. No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the RFP contact will be considered. Questions and requests for clarification from a Vendor must be submitted by only a single representative of that Vendor and must include the requestor’s name, address, telephone number, and email address, and the Vendor that he/she represents. The City may rephrase questions as it deems appropriate and may consolidate similar questions. The City may also create and answer questions independent of the Vendor’s question(s).

The City will not consider questions received after the due date. Written responses to submitted questions will be included in an RFP Addenda, in the sole discretion of and sent by the City to all registered Vendors. The City may respond individually to questions or requests for clarification identified by the Vendor and deemed by the City as containing confidential information relating to that particular Vendor’s proposal.

The City is not responsible for any explanation, clarification, interpretation, or approval (including any City responses to questions and requests for clarification) made or given in any manner except via written addendum to this RFP. The Vendor must not rely upon any explanation, clarification, interpretation, or approval that is not contained in a written addendum.

9. Additional Information

1. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Vendors and to waive any defects as to form or content of the RFP or any responses by any Vendor teams.
2. The City may require a Vendor to participate in negotiations and submit technical information or other revisions to the Vendor's proposals as may result from negotiations.
3. Equal Employment Opportunity/Non-Discrimination
City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or and veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Vendor to be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations and Vendor is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Vendor's business organization.
4. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service Vendor if the service Vendor or an employee, officer or director of the service Vendors' firm, or any immediate family of the preceding, or any sub-Vendor or Vendor of the service Vendor, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Vendor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.
5. Chico City Municipal Code Section 3.16.070 contains the local purchasing preference policy.

10. CONTRACT AWARD

1. The City will enter into a Professional Services Agreement with the Vendor deemed most qualified for the specific scope of work to be performed. In order to determine which Vendor to enter into a contract with, additional information related to experience, scope of work, budget, organizational documents and proposed outcomes may be requested as part of or subsequent to this RFP process.
2. The contract amount (including reimbursements) shall be a "not to exceed amount", to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. Upon successful completion of the negotiations, the City Manager will award the contract to the selected Vendor.
4. A sample City standard professional services agreement is included in the RFP as referenced as

Attachment A “Sample Agreement”. The selected Vendor will be required to enter into a contract that contains similar terms and conditions as in the Sample Agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the Sample Agreement terms and provisions.

5. Upon award and execution of contract, the City will issue a Notice to Proceed.

6. The selected Vendor and its team members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the Vendor and its team members may be required to undergo an evaluation to demonstrate that the Vendor uses recognized accounting and financial procedures.

-End of Request for Proposals-

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Architect/Consultant/Engineer

Project Title

Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on _____, 20____, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and _____, a(n) individual/partnership/ California (or other state of incorporation) corporation, (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

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

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

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services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT 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 or City Manager
City of Chico City of Chico
P. O. Box 3420 411 Main Street
Chico, CA 95927-3420 Chico, CA 95928

To Consultant: _____ or _____

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:

CONSULTANT:

Mark Sorensen, City Manager*

By: _____
_____ Title

*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Vincent C. Ewing, City Attorney*

Name of Department Head & Title

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

REVIEWED AS TO CONTENT:

Barbara Martin, Interim Administrative Services
Director*

*Reviewed by Finance and Information Systems