RESOLUTION AUTHORIZING A 12-MONTH SERVICE AGREEMENT, IN THE AMOUNT OF $85,000 FOR FISCAL YEAR 2009-10, WITH SAN JOAQUIN PARTNERSHIP TO PROVIDE ECONOMIC DEVELOPMENT MARKETING AND RESEARCH SERVICES

The City seeks to continue to acquire the unique services provided by the San Joaquin Partnership, Inc. relative to economic development; and

Stockton Municipal Code ("SMC") section 3.68.070 provides for an exception to the competitive bidding requirements in cases where the City Council has approved findings which support and justify exceptions to the competitive bidding process for a sole source provider; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Pursuant to the requirements of SMC section 3.68.070, the City Council approves the following findings, which support San Joaquin Partnership, Inc., (the "Partnership") as the provider of services:
   a. The Partnership is the only public-private membership entity in San Joaquin County focusing on business (and job) attraction. All of the incorporated cities within the County, as well as San Joaquin County are members, along with many of the major businesses in the County.
   b. The Partnership is a unique organization, offering one-of-a-kind services to the residents of San Joaquin County.

2. That based on these findings, pursuant to SMC section 3.68.070, the City Council declares that an exception to the competitive bidding process is justified.

3. That the "Service Agreement" for the term commencing July 1, 2009, through June 30, 2010, between the City of Stockton and San Joaquin Partnership, Inc., in the amount of Eighty-five Thousand Dollars ($85,000), which is attached hereto as Exhibit "A" and incorporated by this reference, is hereby approved.

4. That the City Manager is authorized to execute, on behalf of the City of Stockton, the Service Agreement.

City Atty
Review
Date July 26, 2009
5. That the City Manager is hereby authorized to take such action as deemed necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED JUL 28 2009

[Signature]
ANN JOHNSTON
Mayor of the City of Stockton

ATTEST:

[Signature]
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
SERVICE AGREEMENT

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 PARTIES

THIS SERVICE AGREEMENT ("Agreement") is entered into as of July 28, 2009, by and between the CITY OF STOCKTON ("CITY"), a municipal corporation, and the SAN JOAQUIN PARTNERSHIP, INC. ("CONTRACTOR"), a California non-profit corporation.

RECITALS

WHEREAS, CITY desires to use funds for the promotion of social and economic welfare of its citizens through economic growth and creation of job opportunities for CITY residents; and

WHEREAS, CONTRACTOR is organized under the non-profit laws of the State of California for the purpose of promoting social welfare; and

WHEREAS, CITY and CONTRACTOR have recognized their joint interests, desires and objectives, and have determined that their mutual economic development goals can best be attained by working together; and

WHEREAS, the City Council of the City of Stockton, California, has approved the use of funds to enable and assist CONTRACTOR to operate a program designed to accomplish the desired economic development; now, therefore,

In consideration of the mutual covenants, promises, and the performance of the conditions contained herein, CITY and CONTRACTOR agree as follows:

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR shall include, but shall not be limited to, the following:
1. Economic Development - Marketing
   a. Implement the 2009-10 Action Plan, with the goal of attracting fifteen (15) projects and creating 2,500 new jobs in the County in 2009-10.
   b. Market the CITY to companies located outside the County through advertisements, public relations, direct marketing, etc., and provide the CITY with legitimate businesses that are interested in locating business operations within the CITY or the Enterprise Zone.
   c. Reach and provide information to prospective Enterprise Zone companies.
   d. Coordinate marketing efforts and strategies with local entities.
   e. Provide the CITY with quarterly reports detailing the marketing activities to date and the progress to date on job creation, along with status reports to keep the CITY informed about interested companies.

2. Economic Development - Analysis
Perform economic research, including the compilation and analysis of economic data. CONTRACTOR shall provide CITY with pertinent information on an as-needed basis, as well as with quarterly written reports.

ARTICLE 3
TERMS AND CONDITIONS

Section 3.1 TERMS AND CONDITIONS

1. CITY may assign appropriate CITY staff and provide technical support as CITY and CONTRACTOR mutually deem appropriate.

2. CONTRACTOR shall remain responsible and accountable for the performance of the terms and conditions of this Agreement, notwithstanding that CONTRACTOR may employ consultants to perform any of its activities.

3. The term of this Agreement shall be July 1, 2009, through June 30, 2010.
4. Payment:
   a. Payment shall be disbursed in two equal six-month installments of $42,500, covering the periods of July 1, 2009, to December 31, 2009; and January 1, 2010, to June 30, 2010.
   b. Prior to disbursement of either payment, CONTRACTOR shall provide the CITY with a concise, detailed written summary of the prior period's activities. Such a summary shall include both quantitative and qualitative information that addresses the Scope of Work on a point-by-point basis in order for the CITY to evaluate the program's effectiveness. CITY, as well as County, benefits shall be evaluated. CONTRACTOR shall also submit to CITY a quarterly financial statement including both contributions and expenditures. Also to be included is information on the current year's budget devoted to marketing; specific services provided with those expenditures; the number, location, dates, and types of trade shows attended, where the CITY is affirmatively marketed; the location and dates of marketing trips with the California Trade and Commerce Agency; and any other external marketing data.
   c. The maximum amount of compensation provided to the CONTRACTOR pursuant to completion of the scope of work under the terms and conditions of this Agreement shall be $85,000.

5. CONTRACTOR and CITY shall, at the request of either, meet to discuss, plan, and implement required activities. CONTRACTOR shall comply with all reasonable requests of CITY to keep CITY informed with respect to CONTRACTOR's activities in the performance of this Agreement.

6. CONTRACTOR agrees to maintain financial records in a form and manner as may be required by the Internal Revenue Service (IRS), and, upon written request by the CITY, shall make such records of CONTRACTOR, relative to this Agreement, available to CITY and IRS.

7. CITY reserves the right to periodically audit all charges made by CONTRACTOR for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.
to complete the audit. CONTRACTOR agrees that CITY or its delegate has the right to review, obtain, and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide all relevant information requested and shall provide access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other materials that may be relevant to any matter under investigation to permit CITY to determine compliance with this requirement. CONTRACTOR agrees to maintain such record for a period not less than three (3) years following final payment under this Agreement.

8. In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractors on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, age, or ancestry.

9. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: David Harzoff, Revitalization Director
City of Stockton
425 North El Dorado Street
Stockton, CA 95202

To CONTRACTOR: Mike Locke, President
San Joaquin Partnership, Inc.
2800 West March Lane, Suite 470
Stockton, CA 95219

10. Should any portion of this Agreement be rendered void, invalid, or unenforceable by any regulation, law, or by any court of law for any reason, such determination shall not render any other portion of this Agreement void, invalid, or unenforceable.
11. This Agreement shall be governed by the laws of the State of California and the venue shall be San Joaquin County.

12. This Agreement may be terminated by either party without further rights or obligations upon the giving of sixty (60) days advance written notice to the other party.

13. CONTRACTOR shall indemnify, defend, and hold CITY harmless from any claim, suit, or action brought on account of any person for death or injury to person or property resulting from CONTRACTOR's performance under this Agreement.

14. It is understood that CONTRACTOR is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor. Under no circumstances shall this Agreement be construed to create an employer-employee relationship between CITY and CONTRACTOR.

15. CONTRACTOR shall comply with the current CITY policy concerning insurance coverage and minimum limits of coverage. All insurance carriers shall provide to CITY a minimum of thirty (30) days prior notice of any change of coverage or cancellation. CITY shall be named as an additional insured on all policies required by this Agreement.

16. This Agreement may not be modified, changed, or amended unless such modification or amendment is approved in advance and in writing signed by both Parties to this Agreement.

17. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

18. CONTRACTOR binds itself, its partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

19. CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

20. This Agreement represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral.
IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF STOCKTON, a municipal corporation

By: ______________________
   J. GORDON PALMER, JR.
   City Manager
   "CITY"

SAN JOAQUIN PARTNERSHIP, INC., a California non-profit corporation

By: ______________________
   MIKE LOCKE
   President/CEO
   "CONTRACTOR"

ATTEST:

By: ______________________
   KATHERINE GONG MEISSNER
   City Clerk

APPROVED AS TO FORM:

By: ______________________
   Printed Name_____________________
   (CONTRACTOR's Attorney)

APPROVED AS TO FORM:
RICHARD E. NOSKY, JR.
CITY ATTORNEY

By: ______________________
   JOHN M. LUEMBERGE
   Assistant City Attorney