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MEMORANDUM

Economic Development – Council Memo ED15-009

DATE: NOVEMBER 5, 2014

TO: MAYOR AND CITY COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
MARSHA REED, ASSISTANT CITY MANAGER *MR*

FROM: KIM MOYERS, DOWNTOWN REDEVELOPMENT MANAGER *Kim*

SUBJECT: PROFESSIONAL SERVICES CONTRCT FOR GANGPLANK, LLC

RECOMMENDATION: Staff recommends City Council approve a Professional Services Contract with Gangplank, LLC, for a collaborative co-working space, web and technology development, technology recruitment, and educational related services in the amount not to exceed \$550,000 over a period of three-years and approve a General Fund non-departmental Capital Strategic Economic Development Reserve appropriation transfer of \$200,000 to the Gangplank Project to cover the first year of the three-year contract.

BACKGROUND/DISCUSSION: Gangplank, LLC, located in Downtown Chandler, is a 12,000 square foot open, collaborative co-working space for entrepreneurs, web professionals, designers, developers, consultants and other professionals.

Gangplank, LLC, averages approximately 2,400 visits per month including entrepreneurs, client meetings, creative Mondays, Hacknights, Usergroups, Academy Sessions and scheduled events. In addition, Gangplank, LLC, has been instrumental in bringing events into Chandler including WordCamp, Desert Code Camp, Scrum Alliance Coaches Gathering, and Start Up Weekends, which accounts for an additional 2,000 visits yearly. Gangplank's networking and consulting with technology based companies assisted in several spin outs including Hiring Solved, Drawbackwards, Authority Labs, Clairvoyant, and Sirius Integrated.

Gangplank, LLC, purchased the building next to their original location and will double their capacity by adding an additional 10,000 square feet to be used primarily as venue space for technology related events.

The new Professional Services Contract is a three-year contract with a yearly fee schedule as follows: Year 1 - \$200,000; Year 2 - \$180,000; Year 3 - \$170,000. Services to be performed include: providing an open collaborative co-working space, providing weekly education series, hosting a minimum of one conference a year, creating a web page representing a One-Stop Shop where Chandler companies can post job openings, creating a video(s) to focus on recruitment of entrepreneurial companies, and creating various databases and applications to assist the City of Chandler Economic Development Department and the business community. A complete list of services to be performed can be found in the Professional Services Contract.

FINANCIAL IMPLICATIONS: Funding is available within the General Fund Strategic Economic Development Reserve (101.1291.5921.0.0) for transfer to the Gangplank project (101.1291.5818.0.5SE011) to cover the first year (\$200,000) of the three-year contract. The second (\$180,000) and third (\$170,000) years will be incorporated into the General Fund one-time forecast for appropriation with the appropriate fiscal year budget.

PROPOSED MOTION: Move City Council to approve a Professional Services Contract with Gangplank, LLC, for a collaborative co-working space, web and technology development, technology recruitment, and educational related services in the amount not to exceed \$550,000 over a period of three-years and approve a General Fund non-departmental Capital Strategic Economic Development Reserve appropriation transfer of \$200,000 to the Gangplank Project to cover the first year of the three-year contract.

Attachments: Professional Services Contract

**CITY OF CHANDLER
PROFESSIONAL SERVICES AGREEMENT**

Project Name: Gangplank Collective Services Consulting

THIS AGREEMENT is made and entered into this _____ day of November, 2014 ("Effective Date"), by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Gangplank Collective, an Arizona not-for-profit corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of the Downtown Redevelopment Manager or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2. CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. **SCOPE OF WORK:** CONSULTANT shall provide those services described in Exhibit B attached hereto and made a part hereof by reference. Notwithstanding anything to the contrary contained in this Agreement or in any Exhibits to this Agreement, and subject to the provisions of Section 13 below, as a condition to each obligation of CITY under this Agreement, CONSULTANT acknowledges, agrees and understands that during the Term of this Agreement CONSULTANT shall comply with the covenants of Section 13 below, which include, among other things, that CONSULTANT shall not operate or conduct another business of the same or similar type contemplated by this Agreement, nor provide the same, similar or like services as those identified in Exhibit B within a fifteen (15) mile radius of CONSULTANT'S address listed in Section 12 below.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. **FEE SCHEDULE:** For the services described in Paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of Five Hundred Fifty Five Thousand dollars (\$555,000.00) in accordance with the fee schedule attached hereto as Exhibit C and incorporated herein by reference.

5. **TERM:** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date.
6. **COOPERATIVE USE OF CONTRACT.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

7. **TERMINATION:**

- 7.1. **Termination for Convenience:** CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONSULTANT and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONSULTANT's compensation shall be based upon such determination and CONSULTANT's fee scheduled included herein.
- 7.2 **Termination for Cause:** City may terminate this Contract for Cause upon the occurrence of any one or more of the following events:
- 1) If CONSULTANT fails to perform pursuant to the terms of this Agreement
 - 2) If CONSULTANT is adjudged a bankrupt or insolvent;
 - 3) If CONSULTANT makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for CONSULTANT or for any of CONSULTANT'S property;
 - 5) If CONSULTANT files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

- 6) If CONSULTANT disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONSULTANT then existing or which may thereafter accrue.

7.3. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

8. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit D attached hereto and made a part hereof by reference.

9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

10. **ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.1. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

10.2. A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

10.3. The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

10.4. The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.

10.5. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

10.6. In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

10.7. In accordance with A.R.S. §35-391.06 the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

11. CONFLICT OF INTEREST:

11.1. **No Kickback.** CONSULTANT warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. section 38-501. Any such interests were disclosed in CONSULTANT'S proposal to the CITY.

11.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONSULTANT to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice for CITY is received by all other parties, unless the notice specifies a later time (A.R.S. 38-511).

11.3. **No Conflict.** CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

11.4. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

11.5. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

11.6. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11.7 **Indemnification.**

A. To the fullest extent permitted by law, CONSULTANT, its successors, assigns and guarantors, shall defend, indemnify and hold harmless CITY and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees ("INDEMNITEES") from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the CITY by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONSULTANT, or any of its subcontractors, or anyone directly or indirectly

employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONSULTANT's and subcontractor's employees.

B. In the event that any action or proceeding shall at any time be brought against any of the INDEMNITEES by reason of any claim referred to in this Section 11.7, CONSULTANT, at CONSULTANT's sole cost and upon ten (10) days written notice from CITY, shall defend the same with counsel acceptable to CITY, in the CITY's sole discretion.

C. CONSULTANT's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

D. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this be construed in any way to limit the scope, magnitude or applicability of the insurance provisions of this Agreement.

11.8 **Ownership of Documents.** All documents including but not limited to data computation, studies, reports, design notes, social media content and pages, and any original drawings which are prepared for the CITY pursuant to the Scope of Work, to be and remain the property of the City and to be delivered to the Contract Administrator before final payment under this Agreement is made to CONSULTANT or upon termination of this Agreement for any reason.

11.9 **INDEPENDENT CONTRACTOR.** CONSULTANT and any of its subcontractors or suppliers are and shall be independent contractors and are not agents or employee of the CITY. Any provisions in this Agreement that appear to give the CITY the right to direct the CONSULTANT as to the details of providing Services or to exercise a measure of control over the Services means that the CONSULTANT shall follow the wishes of the CITY as to the results of the Services only, which shall comply with all applicable laws and ordinances.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of City:
City of Chandler
Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, AZ 85244-4008
480-782-2400

In the case of CONSULTANT:
Gangplank Collective
260 S Arizona Ave
Chandler, AZ 85225
480-335-9746

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13. **RESTRICTIVE COVENANTS:** CONSULTANT and CITY agree that CITY will provide CONSULTANT certain information of a confidential nature and that the CITY has a legitimate business interest in protecting the information and relationship with its prospective business leads, customers, potential customers, and confidential information and its goodwill. The CITY, therefore, is unwilling to enter into and perform this

Agreement unless CONSULTANT enters into the agreements contained in this Section 13. To induce the City to enter into this Agreement, CONSULTANT agrees as follows:

A. **NON-COMPETITION.** CONSULTANT acknowledges, agrees and understands that during the Term of this Agreement CONSULTANT shall not operate or conduct another business of the same or similar type contemplated by this Agreement, nor provide the same, similar or like services as those identified in Exhibit B within a fifteen (15) mile radius of CONSULTANT's original address first listed in Section 12 below ("Restricted Area"). Notwithstanding the Restricted Area limitation of this Section 13(A) CONSULTANT shall not operate or conduct another business of the same or similar type contemplated by this Agreement, nor provide the same or similar services as those identified in Exhibit B anywhere within the corporate limits of the City of Phoenix, as modified from time to time, including locations within the City of Phoenix greater than fifteen (15) miles from CONSULTANT's original address first listed in Section 12 below. Notwithstanding anything contained herein, this Section 13(A) is not applicable to CONSULTANT operating or conducting a business of the same or similar type as contemplated by this Agreement or providing the same or similar services as those identified in Exhibit B within the corporate limits of the Town of Queen Creek, despite that location being within the Restricted Area. Notwithstanding anything to the contrary contained herein, CONTRACTOR has the right to request in writing consent from the CITY to operate within the Restricted Area, which consent shall be granted or denied in the City's sole and absolute discretion and may be unreasonably withheld.

B. **REASONABLENESS AND REMEDIES.** CONSULTANT agrees that the length of time and geographic area restrictions in Section 2 and Section 13 are necessary and reasonable and were specifically negotiated with the CITY. CONSULTANT further acknowledges and agrees that the restrictions set forth in this section of this Agreement are reasonable and necessary to protect the CITY's protectable interests, including but not limited to the confidential information provided to CONSULTANT, which CONSULTANT agrees are sufficient for protection under Arizona law, that any violation thereof would result in substantial and irreparable injury to the CITY, and that the CITY may not have an adequate remedy at law with respect to any such violation. Accordingly, CONSULTANT agrees that, in the event of any actual or threatened violation thereof, the CITY shall have the right to obtain, in addition to any other remedies that may be available, equitable relief, including temporary, preliminary, and permanent injunctive relief, to cease or prevent any actual or threatened violation of any provision hereof.

C. **REFORMATION.** CONSULTANT agrees that it has carefully read and considered the covenants and restrictions set forth in this Section 13 and Section 2 above, and acknowledge they are fair and reasonable and are reasonably required to protect the legitimate interests of the CITY and do not prevent CONSULTANT or any of its employees, officers or directors from earning a livelihood. CONSULTANT agrees that, if the scope of enforceability of any or all of the restrictive covenants set forth in this Agreement is in any way disputed at any time, a court may modify and enforce the covenant(s) to the extent it believes to be reasonable under the circumstances existing at that time.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 3 day of November, 2014.

CITY OF CHANDLER

CONSULTANT:
GANGPLANK COLLECTIVE

Date

By: DEREK NEILSON

Title: PRESIDENT

Date: 11/3/2014

APPROVE AS TO FORM

ATTEST: If Corporation 

City Attorney KSM

Secretary

ATTEST:

City Clerk

SEAL

EXHIBIT A

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: DEREK NEIBERGAL

Title: PRESIDENT

Date (month/day/year): 11 | 03 | 2014

EXHIBIT B
SCOPE OF WORK
Scope of Service

Provide assistance to Economic Development and Communications and Public Affairs on social media issues and outreach using technology for the benefit of the City.

Work with Economic Development and Communications & Public Affairs to brand Chandler as a premier technology hub and to assist in recruiting new technology companies through media sources such as magazines, newspaper, social media, etc.

Provide open collaborative co-working forum available to companies and entrepreneurs with a floor space not less than 6,700 sf. Free of charge. Facility is open 5 days a week from 9:00 – 6:00 pm or later and Saturday when staffing is available.

Provide an open workspace for software, gaming, Web Design companies and others to connect entrepreneurs with focused teams with a proven track record of executing to completion.

Host an open public weekly evening event that provides the ability for entrepreneurs and technology workforce to connect, share ideas and launch new ventures to recruit new technology ideas into the City of Chandler.

Provide a weekly hour long educational series focusing on timely and relevant topics that are open to the public, free of charge to attendees to be held a minimum of 25 times per year.

Implement a host of minimum of one conference annually located in the City of Chandler focusing on timely and technology issues and programs in cooperation with key Chandler employers such as Intel, Microchip Technologies and others.

Work with Economic Development to target and market companies to relocate to Chandler.

- a. Gangplank to inform ED on any companies within their community that are considering spinning out, even if to another City to allow Chandler ED outreach opportunity
- b. Gangplank and ED to meet monthly to identify new targeted companies

Create a contact's management database for ED, with flag and report features that are easily searchable as mutually agreed upon between the City Chief Information Officer (CIO) and Gangplank. Upkeep and maintenance of database.

Create a video(s) to focus on recruitment of entrepreneurial companies that can be linked to ED's Web pages.

Create a web page representing a One-Stop Shop where Chandler companies can post job openings as mutually agreed upon between the City CIO and Gangplank.

Create Chandlervenue.com website listing venue spaces throughout the community as mutually agreed upon between the City CIO and Gangplank.

Gangplank to host a minimum of 25 events annually such as: brownbag speaker series, Hacknight, Digital Storytelling workshop, Code Academy, Desert Code Camp, Chess + Lasers Laser cutter event, Crowdfunding academy class, core protocols academy class, LEGO madness week, Startup Weekend, etc.

Complete quarterly reports outlining workshops/# of attendees/relocates/# served through Gangplank.

Provide a yearly calendar of events (to be updated quarterly) outlining when event, conferences, open houses, and conferences will be held.

All web based applications created by Gangplank will be hosted by a 3rd party. Upon completion of the 3 year contract or mutually agreed upon time, the applications will be transferred back to the City of Chandler.

Timelines and Values of Exhibit B

Ongoing/ Deliverable	Scope of Service	Timeline	Approx. Value YR 1 (\$200k)	Approx. Value YR 2 (180k)	Approx. Value YR 3 (\$170k)
Ongoing	Provide assistance to Economic Development and Communications and Public Affairs on social media issues and outreach using technology for the benefit of the City.	12/14 – 11/17	\$6,000	\$6,000	\$6,000
Ongoing	Work with Economic Development and Communications & Public Affairs to brand Chandler as a premier technology hub and to assist in recruiting new technology companies through media sources such as magazines, newspaper, social media, etc.	12/14 – 11/17	\$6,000	\$6,000	\$6,000
Ongoing	Provide open collaborative co-working forum available to companies and entrepreneurs with a floor space not less than 6,700 sf. Free of charge. Facility is open 5 days a week from 9:00 – 6:00 pm or later and Saturday when staffing is available. Provide an open workspace for software, gaming, Web Design companies and others to connect entrepreneurs with focused teams with a proven track record of executing to completion.	12/14 – 11/17	\$70,000 (20% operating costs)	\$70,000 (20% operating costs)	\$70,000 (20% operating costs)
Deliverable	Host an open public weekly evening event that provides the ability for entrepreneurs and technology workforce to connect, share ideas and launch new ventures to recruit new technology ideas into the City of Chandler. Provide a weekly hour long educational series focusing on timely and relevant topics that are open to the public, free of charge to attendees to be held a minimum of 25 times per year.	12/14 – 11/17	\$16,500	\$16,500	\$16,500
Deliverable	Implement a host of minimum of one conference annually located in the City of Chandler focusing on timely and technology issues and programs in cooperation with key Chandler employers such as Intel, Microchip Technologies and others. Work with Economic Development to target and market companies to relocate to Chandler a. Gangplank to inform ED on any companies within their community that are considering spinning out, even if to another City to allow Chandler ED outreach opportunity b. Gangplank and ED to meet monthly to identify new targeted companies	12/14 – 11/17	\$20,000	\$20,000	\$20,000
Deliverable	Create a contact's management database for ED, with flag and report features that are easily searchable as mutually agreed upon between the City Chief Information Officer (CIO) & Gangplank. Upkeep and maintenance of database.	12/14 – 11/16	\$30,000	\$5,000	
Deliverable	Create a video(s) to focus on recruitment of entrepreneurial companies that can be linked to ED's Web pages.	12/15 – 11/16		\$30,000	
Deliverable	Create a web page representing a One-Stop Shop where Chandler companies can post job openings as mutually agreed upon between the City CIO & Gangplank.	12/14 – 11/15	\$25,000		
Deliverable	Create Chandlervenue.com website listing venue spaces throughout the community as mutually agreed upon between the City CIO & Gangplank.	12/16 – 11/17			\$25,000
Deliverable	Gangplank to host a minimum of 25 events annually such as: brownbag speaker series, Hacknight, Digital Storytelling workshop, Code Academy, Desert Code Camp, Chess + Lasers Laser cutter event, Crowdfunding academy class, core protocols academy class, LEGO madness week, Startup Weekend, etc.	12/14 – 11/17	\$20,500	\$20,500	\$20,500
Ongoing	Complete quarterly reports outlining workshops/# of attendees/relocates/# served through Gangplank. Provide a yearly calendar of events (to be updated quarterly) outlining when event, conferences, open houses, and conferences will be held.	12/14 – 11/17	\$6,000	\$6,000	\$6,000
	All web based applications created by Gangplank will be hosted by a 3 rd party. Upon completion of the 3 year contract or mutually agreed upon time, the externally hosted systems will be transferred back to the City.				

**EXHIBIT C
FEE SCHEDULE**

Yearly Fee Schedule

Year 1 (1/1/15-12/31/15) - \$200,000 to be paid in quarterly installments of \$50,000, with payments due on or before the last day of the first month of each quarter or thirty (30) calendar days following the receipt of that quarters quarterly report, whichever is the latest to occur.

Year 2 (1/1/16-12/31/16) - \$180,000 to be paid in quarterly installments of \$45,000, with payments due on or before the last day of the first month of each quarter or thirty (30) calendar days following the receipt of that quarters quarterly report, whichever is the latest to occur.

Year 3 (1/1/17-12/31/17) - \$170,000 to be paid in quarterly installments of \$42,500, with payments due on or before the last day of the first month of each quarter or thirty (30) calendar days following the receipt of that quarters quarterly report, whichever is the latest to occur.

EXHIBIT D
INSURANCE REQUIREMENTS

Insurance:

1. General.

- A. At the same time as execution of this Agreement, the CONSULTANT shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The CONSULTANT and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONSULTANT from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONSULTANT, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONSULTANT is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONSULTANT from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the CONSULTANT shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONSULTANT in this Agreement. The CONSULTANT is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The CONSULTANT shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* CONSULTANT must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* CONSULTANT must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONSULTANT owned, hired, and non-owned vehicles assigned to or used in the performance of the CONSULTANT's work or

services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- C. *Workers Compensation and Employers Liability Insurance:* CONSULTANT must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the CONSULTANT, or if the CONSULTANT engages in any professional services or work adjunct or residual to performing the work under this Agreement, the CONSULTANT must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CONSULTANT, or anyone employed by the CONSULTANT, or anyone whose acts, mistakes, errors and omissions the CONSULTANT is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the CONSULTANT, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONSULTANT including the City's general supervision of the CONSULTANT; Products and Completed operations of the CONSULTANT; and automobiles owned, leased, hired, or borrowed by the CONSULTANT.
 2. The CONSULTANT's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONSULTANT even if those limits of liability are in excess of those required by this Agreement.
 4. The CONSULTANT's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONSULTANT and must not contribute to it.

5. The CONSULTANT's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the CONSULTANT must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONSULTANT for the City.
8. The CONSULTANT, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONSULTANT must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONSULTANT must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.