



STAFF REPORT

Resolution Authorizing City Manager to Execute Professional Service Agreement with Randall Funding and Development to Perform Grant Writing and Funding Services.

August 26, 2003

Honorable Mayor and Members of the City Council:

Summary: Approval of the attached resolution will authorize the City Manager to execute a Professional Service Agreement with Randall Funding and Development (“Consultant”) to perform grant writing and funding services on behalf of the City of Belmont.

Background and Discussion: Recognizing that potential grant fund resources exist of which the City may not be aware, staff received a proposal from Consultant, a grant writing firm, to serve as the City’s retained grant writer. Consultant will perform the following scope of services:

- *Needs Assessment*
- *Research*
- *Grants Alert*
- *Information Provision*
- *Program Design for Authorized Proposals*
- *Grant Writing*

Based on a review of the proposal and the positive feedback from reference checks, it is recommended that City Council select Consultant to perform these grant writing and funding services. A resolution to that effect is attached as Exhibit 1 for City Council’s consideration.

As part of the City Council's implementing action, Council should also authorize the City Manager to execute an agreement with Consultant. The abstract from Consultant's proposal is attached as Exhibit 2. The full text of Consultant’s proposal is available for review in the Finance Director's office.

We will reevaluate this program after one year to determine its usefulness. If we conclude that the program has not achieved its desired results, we will continue to pursue grant funding on a case-by-case basis.

Follow Up: Execute agreement with Consultant and coordinate start of study.

Fiscal Impact: The agreement with Consultant is for a rate of \$3,000 per grant proposal or entitlement /reimbursement claim prepared. Upon successful awarding of the grant, Consultant would be paid 3% of the grant award to a maximum of \$15,000. Consultant's retainer is waived.

Recommendation: Approve resolution authorizing the City Manager to execute a professional services agreement with Consultant to perform grant writing and funding services.

Alternatives:

1. Seek additional proposals from other firms.
2. Defer grant research and applications.

Attachments:

1. Implementing resolution
2. Consultant Proposal Abstract

Respectfully submitted,

Thomas Fil, Finance Director

Jere Kersnar, City Manager

RESOLUTION NO. _____

Resolution Authorizing City Manager to Execute Professional Service Agreement with Randall Funding and Development to Perform a Grant Writing and Funding Services.

WHEREAS, The City of Belmont seeks professional expertise in the area of potential grant and funding resource research; and

WHEREAS, The City of Belmont seeks to provide a stable and reliable revenue source to fund operating, capital and reserve needs; and

WHEREAS, Randall Funding and Development submitted a proposal meeting all the criteria for performing the required services; and

WHEREAS, staff interviewed and verified references for Randall Funding and Development and recommends their proposal be accepted by the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City Manager to execute a professional services agreement engaging Randall Funding and Development, Inc. for the purposes of performing grant writing and funding services at a rate of \$3,000 per grant proposal or entitlement /reimbursement claim prepared and upon successful awarding of the grant, Randall Funding and Development, Inc. would be paid 3% of the grant award to a maximum of \$15,000.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on August 26, 2003 by the following vote:

AYES, COUNCILMEMBERS: _____

NOES, COUNCILMEMBERS: _____

ABSTAIN, COUNCILMEMBERS: _____

ABSENT, COUNCILMEMBERS: _____

CLERK of the City of Belmont

APPROVED:

MAYOR of the City of Belmont

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 22nd day of July by and between the City of Belmont hereinafter called "CITY" and Randall Funding and Development, Inc. hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

1. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
2. That CONSULTANT is qualified to provide such services to the CITY and;
3. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by Consultant.
(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for services rendered, and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

3. Compensation; Expenses; Payment. City shall compensate Consultant for all services performed by Consultant hereunder in an amount based upon Consultant's hourly rates during the time of the performance of said services. A copy of Consultant's hourly rates for which services hereunder shall be performed are set forth in Consultant's fee schedule marked Exhibit A hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of three thousand dollars (\$3,000) per grant proposal or entitlement /reimbursement claim prepared and upon successful awarding of the grant three percent (3%) of the grant award to a maximum of fifteen thousand dollars (\$15,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City's City Council, evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by Consultant to City, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event City desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by City's City Council by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. Consultant shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by Consultant hereunder. Said records shall be available to City for review and copying during regular business hours at Consultant's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of Consultant. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall

rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder Consultant shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by Consultant hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by Consultant pursuant to the terms of this Agreement, shall, upon preparation and delivery to City, become the property of City.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. Consultant shall adhere to the schedule set forth in Exhibit A; provided, that City shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of Consultant's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. Consultant hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Consultant, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of Consultant to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Consultant to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. Consultant shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to

Consultant's services to be performed hereunder covering City's risks in form subject to the approval of the City Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

Concurrently with the execution of this Agreement, Consultant shall furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City shall have received written notification of cancellation or reduction in coverage by first class mail;
- (b) Providing that Consultant's insurance shall 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 (cross liability endorsement);
- (c) Naming the City of Belmont, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (d) Providing that Consultant's insurance coverage shall be primary insurance with respect to City, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in

excess of Consultant's insurance and not contributory with it.

13. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Belmont
1070 Sixth Avenue, Suite 303
Belmont, CA 94002
Attention: City Manager

CONSULTANT: Randall Funding and Development, Inc.
Three Harbor Drive, Suite 315
Sausalito, CA 94965
Attention: Don Duncan, Chief Operating Officer

14. Non-Assignment. This Agreement is not assignable either in whole or in part.
15. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
16. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
17. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
18. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
19. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Belmont or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

20. Entire Agreement. This Agreement, including Exhibit A comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

CITY OF BELMONT

City Manager

Dated: _____

APPROVED AS TO FORM

City Attorney

Dated: _____

FUNDING VERIFIED

Finance Director

Dated: _____

CONSULTANT
