



Agenda Date: 07/08/2014

Agenda Item: 5.3

## STAFF REPORT

Approved and Forwarded to the City Council:

Bryan Montgomery, City Manager

Date: July 8, 2014

To: Bryan H. Montgomery, City Manager

From: Paul Abelson, Finance Director

Subject: Authorize the City Manager to Enter into a Month-to-Month Agreement with California Consulting, LLC, for Grant Program Management Services.

### **Background and Analysis**

The City has historically relied on more common grant finding and grant writing activities to seek appropriate grant funding for its projects/activities, with each department researching and/or learning of grants that are available through their own operational and association contacts. Several years ago, the City contracted with a firm who promised to produce a needs assessment, grant access to a weekly updated online database of grant opportunities, and then assist in writing grants when the City requested. Most of the work went unperformed, and the City cancelled the contract for non-performance. Earlier this year, California Consulting was highlighted as a firm specializing in grant related government affairs in California, and staff contacted them for additional information. The firm practices a full service approach to working with its clients, starting with a needs assessment, and then bringing grant opportunities to the City for review. When potentially helpful, they arrange for their clients to meet directly with Grantors, to both establish relations between the City and the Grantors, and to help identify which grant programs are best suited to their client's needs. The firm provides grant writing and submission services (assisted by City Staff), and when grants are awarded, they assist in administering the grant, as well as in post-grant administration work. Taking an active role through the entire process is intended to not only find, win and properly administer grants, but to also ensure the client develops a good working relationship with the Grantor, and that the grantor is encouraged to consider the City for future grants.

California Consulting's business model is one where for a fixed monthly fee, there are no limits on the number of grants they'll pursue, lobby, and help administer for the City; and they have offered the City an open ended month to month contract, giving us the opportunity to work with them without a long-term commitment.

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Date: July 8, 2014

Page 2 of 2

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### **Fiscal Impact**

The proposed contract calls for a fee of \$4,000 per month plus reimbursement for expenses (postage, copies, etc...). The Fiscal Year 2014-2015 Budget includes a one-time appropriation of \$48,000 for grant finding/writing services.

### **Recommendation and Alternatives**

Staff recommends the Council authorize the City Manager to enter into the attached month-to-month contract with California Consulting, LLC.

In considering other alternatives, the City Council could direct staff to seek other vendors who offer less than "full service" and hire an additional staff person or contract personnel to assist in researching and writing grants; and in developing the necessary contacts to successfully navigate the government relations aspects. A search conducted in the past found, at that time, access to an effective database, and software to manage in house grant finding/writing and administration, cost approximately \$3,000-\$6,000/year; with grant writing services at an additional \$3,500-\$4,000 per grant application written, with some firms wanting *additional* payments if the application is successful. City Staff would, of course, be needed do the actual grant finding work. None of the firms helped in engaging the Grantor to build the relationship, and none of the firms assisted with grant administration or post grant work.

### **Attachments**

1. Resolution and Proposed Contract

RESOLUTION NO. \_\_-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A MONTH TO MONTH CONTRACT WITH CALIFORNIA CONSULTING, LLC FOR GRANT PROGRAM MANAGEMENT SERVICES**

**WHEREAS**, the City wishes to engage outside assistance in developing and implementing a program to find and obtain grants to support City services; and

**WHEREAS**, California Consulting, a full service firm specializes in developing and assisting municipalities with such programs; and

**WHEREAS**, California Consulting has agreed to serve the City of Oakley on a month to month basis, including all of its available services without limitation;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Oakley authorizes the City Manager to execute the attached month to month Agreement with California Consulting, LLC, for grant program management services.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th of July, 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

\_\_\_\_\_  
Randy Pope, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF OAKLEY AND CALIFORNIA  
CONSULTING, LLC FOR GRANT PROGRAM  
MANAGEMENT SERVICES**

THIS AGREEMENT for consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and California Consulting, LLC, a California Corporation (hereinafter referred to as "Consultant") as of July 8, 2014 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and continue Month to Month until cancelled, allowing either party to discuss new terms at any time. Consultant shall diligently perform the work described in Exhibit A, until the Agreement is otherwise terminated, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
  - 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
  - 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
  - 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.
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**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed the amounts described in Exhibit A, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

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- 2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.

- 2.4 Fees.** Fees for work performed by Consultant on a monthly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit A.
- 2.5 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and expenses not listed in Exhibit A are not chargeable to the City.
- 2.6 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

**4.1 Variation.** The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

**4.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

**4.3 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly

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or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

## **Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant, Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

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- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator of this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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- 8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:
- 8.5.1 Immediately terminate the Agreement;
  - 8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 of this Agreement if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily
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suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. 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.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
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- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by the Finance Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.**

Any written notice to Consultant shall be sent to:

California Consulting  
Attn: Juan Garza II, COO  
1530 E. Shaw Ave, Suite 114  
Fresno, CA 93710

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Any written notice to City shall be sent to:

City of Oakley  
Attn: Finance Director  
3231 Main Street  
Oakley, CA 94561

- 10.11 Integration.** This Agreement, including the Scope of Work, Compensation Schedule, Provisions Required for Public Works Contracts, and Insurance Requirements, attached hereto and incorporated herein as Exhibit A, B and C respectively, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A          Scope of Work and Compensation Schedule  
Exhibit B          Insurance Requirements

- 10.12 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.13 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.
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The parties have executed this Agreement as of the Effective Date.

CITY

City of Oakley, a municipal corporation  
in the State of California

By: \_\_\_\_\_  
Bryan H. Montgomery, City Manager

CONSULTANT

California Consulting, LLC  
A California Corporation

By: \_\_\_\_\_  
Juan Garza II, COO

Attest:

\_\_\_\_\_  
Libby Vreonis, City Clerk

Approved as to Form:

\_\_\_\_\_  
William R. Galstan, Special Counsel

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**EXHIBIT A**  
**SCOPE OF SERVICES**  
**&**  
**COMPENSATION**

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## **A Proposal for the City of Oakley**

### **History**

Founded in 2004, California Consulting, LLC has a solid reputation for hard work and a commitment to success for its clients. California Consulting, LLC is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have more than 90 clients statewide. We have 25 members of our team from Chico in the North, to Los Angeles in the South.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. We have secured over \$1.4 billion for our clients since inception through grant writing and lobbying efforts combined.

### **Grant Writing:**

The California Consulting team boasts nearly 20 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 540 competitive grants that have been funded, generating almost \$135 million for our clients. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

### **Sacramento Trips:**

Our office regularly organizes trips to Sacramento for our clients. We organize a full day of meetings with key State Agencies that have grant monies available. Usually the City Manager or District Superintendent along with elected officials attends the day long visit to the Capitol accompanied by California Consulting. These visits include a full day of meetings with State Agencies and key decision makers for grant money.

### **Quarterly Events:**

In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit with our clients. Each quarter we host an invitation only event with a key elected or appointed official from the Capitol. Recent events have been held in



Montebello, Salinas and Fresno in conjunction with our office. Guests have included CalTrans Director Malcolm Dougherty, the Governor's Cabinet Secretary, Director of California Governor's Office of Business and Economic Development, Kish Rajan and other key policymakers. This allows our clients to interact with major policymakers in a unique small group setting.

**References:**

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and we have references from major figures and leaders in both political parties. A full list of our references can be viewed at [www.californiaconsulting.org](http://www.californiaconsulting.org).

California Consulting currently represents over 20 cities across California, almost 50 School Districts, Charter Schools, non-profits and others. We have also been retained to work for agencies including Chevron Corporation and academic institutions including the California Institute of Technology in Pasadena, as well as several private sector clients. A full client list can be obtained at [www.californiaconsulting.org](http://www.californiaconsulting.org).

**Scope of Services and Cost:**

1. California Consulting's grant research, identification, and writing are unlimited during the length of the contract.
2. California Consulting will conduct a Needs Assessment at the outset of the contract in which all relevant staff members involved with grants should be present to provide their input.
3. The Client will provide an established point of contact for California Consulting grant writer(s) to contact regarding the grant.
4. California Consulting will have reasonable access to the required information and documentation required to complete the grant on behalf of the Client.
5. The Client will provide the required information and documentation in a timely manner in order for California Consulting to submit the grant by deadline.
6. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to the Client). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client at no cost as part of our scope of services.
7. We propose a cost of \$4,000.00 per month plus reimbursement of out of pocket expenses.

## GOVERNMENT AFFAIRS CONSULTING AGREEMENT

**DATED:** July 8, 2014

**PARTIES:** California Consulting, LLC, A California Limited Liability Company  
(hereinafter the "Consultant"); and  
  
City of Oakley, (hereinafter the "Client")

### AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

**Section 1. Duties of Consultant:** During the term of this Agreement, Consultant shall provide the Client as follows:

- a. Unlimited grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, and grant writing at direction of Client;
- b. Offering Client general advice on matters involving funding mechanisms, grants research, identification, and writing; and
- c. Perform post-grant award administration on the grants which are awarded to the Client, including the filing of required documents by the proscribed deadlines set by the awarding entity.

**Section 2. Time for Performance of Duties:** Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

**Section 3. Term of the Agreement:** The effective date of this Agreement is July 8, 2014, and shall continue on a month to month basis allowing either party to discuss new terms at any time.

**Section 4. Compensation:** Client shall pay Consultant \$4,000.00 per month as compensation for Consultant's services as described in Section 1. Consultant shall provide client with a written invoice monthly. Client agrees to pay invoice upon receipt.

**Section 5. Expenses:** The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, conference calls, copies, postage, parking, fuel, and messengers. Consultant shall provide Client with a receipt and a description of the expense. Client shall reimburse Consultant within Thirty (30) days of Consultant providing the receipt and description of services to Client.

**Section 6. Relationship:** Consultant shall perform its services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

**Section 7. Confidentiality:** Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement.

**Section 8. Assignment:** This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

**Section 9. No Guaranteed Result:** Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

**Section 10. Prior Agreements:** This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

**Section 11. Governing Law:** This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

**Section 12. Attorney's Fees:** The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

**Section 13. Notices:** All notices will be sent via certified mail or overnight courier to:

Consultant at: California Consulting, LLC  
1530 East Shaw Avenue, Suite 114  
Fresno, CA 93710

Client at: City of Oakley  
3231 Main Street  
Oakley, CA 94561

**Section 14. Termination:** This Agreement may be terminated by Consultant for any reason not in violation of federal and/or California State Law upon thirty (30) days written notice to Client. Client shall compensate Consultant for all service rendered prior to the date of termination. Client may terminate the agreement with or without cause at any time.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

“CONSULTANT”

“CLIENT”

California Consulting, LLC  
(A California Limited Liability Company)

City of Oakley

By \_\_\_\_\_

\_\_\_\_\_

Steven N. Samuelian, Manager

Printed Name \_\_\_\_\_

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

**Specific Insurance Requirements and Required Policy Limits**





## EXHIBIT B Insurance Requirements

### PROFESSIONAL SERVICE CONTRACTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$2,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. **(WC insurance is not required if Consultant provides written verification it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 policy aggregate.

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance

(at least as broad as ISO Form GC 20 10 11 85 or both GC 20 10 10 01 and GC 20 37 10 01 forms if later revisions used).

2. For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with thirty (30) days prior written notice to the City.

#### ***Waiver of Subrogation***

**Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire** against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

#### ***Claims Made Policies***

If any coverage required is written on a claims-made basis:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

***Special Risks or Circumstances***

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.