

DATE SUBMITTED 04/01/16
 SUBMITTED BY INTERIM CITY
 MANAGER
 DATE ACTION REQUIRED 04/13/16

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION: CONTRACT WITH CALIFORNIA CONSULTING SERVICES FOR GRANT WRITING		
	1. TERMINATE CONTRACT WITH CALIFORNIA CONSULTING SERVICES		
DEPARTMENT INVOLVED:	ALL		
BACKGROUND/SUMMARY:	<p>The City of Imperial executed a contract with California Consulting Services on June 11, 2015 to provide the City with grant writing services. The contract expires on June 11, 2016 but can be terminated earlier without cause by providing 30 days' notice. Their representative's performance during the first six months of service did not meet our expectations and a new team was assigned to the City in February 2016. While performance has improved, Staff does not see value in continuing the contract. Termination on the contract at this point will only save the City one month's worth of billing (\$4,750.00), but retaining their services will not gain us any further benefits.</p>		
FISCAL IMPACT:	Savings in the amount of \$4,750.	F.O. INITIALS:	_____
MANAGER'S RECOMMENDATION:	MANAGER'S INITIALS		
	Termination of Contract		
MOTION:			
SECONDED:	APPROVED ()	REJECTED ()	
AYES:	DISAPPROVED ()	DEFERRED ()	
NAYES:			
ABSENT:	REFERRED TO:		

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered by and between City of Imperial, a municipal corporation of the State of California (“Client”), and California Consulting, LLC (“Consultant”).

RECITALS

WHEREAS, Client desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement

The parties to this Agreement are:

- A. Client:
City of Imperial
420 Imperial Avenue
Imperial, CA 92251

- B. Consultant:

California Consulting, LLC
2491 Alluvial Avenue, Suite 609
Clovis, California 93611

2. Representatives of the Parties and Service of Notices

The representatives of the parties who are primarily responsible for the administration and performance of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the Client shall be:
Marlene Best, City Manager

- B. The principal representative of the Consultant shall be:

Steve Samuelian

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by first class mail, postage prepaid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work

Client hereby engages Consultant, and Consultant accepts such engagement, to perform professional services described in the proposal attached as Exhibit A (“Proposal”). The “Needs Assessment” referenced at item 2 of the Proposal shall be provided to Client within 20 days of the meeting with Client staff, which meeting shall occur within 10 days of the execution of this agreement.

4. Independent Contractor

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the Client.

5. Consultant’s Responsibility

A. Except as specifically provided herein, all services required under this Agreement will be performed by _____.

B. Consultant shall be solely responsible for satisfactory work performance on services required by this Agreement, and compliance with all reasonable performance standards established by Client.

C. The Consultant shall be required to comply with all Federal, State and Local laws and ordinances applicable to the work.

6. Compensation.

A. The compensation to be paid by Client to Consultant for all work and services described in Section 3 shall be \$4750.00 per month, payable in arrears and within 45 days of the presentation of an invoice by Consultant unless Client notifies Consultant in writing of any dispute, in which case Client shall pay any undisputed portion. This rate is subject to change after the first year of this agreement. In addition, out of pocket expenses approved in advance shall be reimbursed to Consultant.

7. Indemnity

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Client and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers,

agents, or employees in the performance of professional services under this Agreement.

9. Insurance

A. WORKERS COMPENSATION. During the term of this Agreement, and to the extent required by law, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to Client, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Client, its officers, agents, employees and volunteers.

B. GENERAL LIABILITY INSURANCE. Consultant shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in an amount not less than set forth in Exhibit A for bodily injury, personal injury, and property damage. Said insurance shall provide (1) the Client, its officers, agents, employees and volunteers shall be named as additional insured under the policy, (2) the policy shall operate as primary insurance, and that (3) no other insurance affected by the Client or other named insureds will be called upon to cover a loss covered thereunder.

C. AUTOMOBILE LIABILITY INSURANCE. Consultant shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance, including coverage for any owned, hired, non-owned or rented vehicles in an amount not less than as set forth in Exhibit A per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the Client, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the Client or other insureds will be called upon to cover a loss covered thereunder.

D. CERTIFICATES OF INSURANCE. Consultant shall file with Client upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the Client prior to the effective date of such cancellation, or change in coverage.

E. CLIENT'S RIGHTS OF ENFORCEMENT. In the event any policy of insurance under this Agreement does not comply with these

specifications or is canceled and not replaced, Client has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Client will be promptly reimbursed by Consultant or Client will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Client may cancel this Agreement.

G. ACCEPTABLE INSURERS. All insurance policies shall be issued by an insurance company authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policy holders' Rating of A- (or higher) and financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Client's Risk Manager.

H. WAIVER OF SUBROGATION. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Client, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Client and shall require similar written express waivers and insurance clauses from each of its subconsultants, if any.

I. ENFORCEMENT OF CONTRACT PROVISIONS. (NON ESTOPPEL). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Client to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Client nor does it waive any rights hereunder.

J. REQUIREMENTS NOT LIMITING. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

K. CLIENT'S RIGHT TO REVISE SPECIFICATIONS. The Client reserves the right at any time during the term of the agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the Client and Consultant may renegotiate Consultant's compensation.

L. SELF-INSURED RETENTIONS. Any self-insured retention must be declared to and approved by the Client. Client reserves the right to

require that self-insured retentions be eliminated, lowered, ore replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Client.

M. TIMELY NOTICE OF CLAIMS. Consultant shall give Client prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

N. ADDITIONAL INSURANCE. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

8. Term and Termination for Convenience.

Unless terminated earlier as set forth herein, this agreement shall end one year from the date of execution hereof.. Either party hereto may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of Client, become the Client's property. Client shall pay Consultant for all work satisfactorily performed through the date of termination. Consultant shall turn over to Client all work product generated under this Agreement and shall also provide such information and data as may be necessary for client to properly and seamlessly administer the systems developed or worked upon by Consultant.

9. Amendments.

A. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

10. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasibly, be resolved through good faith negotiations between the parties.

B. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees; cost and necessary

disbursements, in addition to such other relief as may be sought and awarded.

11. Governing Law.

This Agreement shall be governed by the laws of the State of California

13. Effective Date.

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether Client or Consultant, executes said Agreement.

15. Assignment.

This agreement shall not be assigned by either party without the prior written approval of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

“CLIENT”

City of Imperial

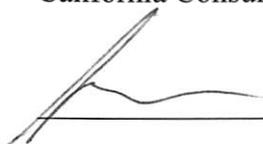


Marlene D. Best, City Manager

Dated: June 8, 2015

“CONSULTANT”

California Consulting, LLC



Dated: 6/11/15