



**CITY OF CORNING
SPECIAL CITY COUNCIL MEETING AGENDA
WEDNESDAY, JANUARY 2, 2019
CITY COUNCIL CHAMBERS
794 THIRD STREET**

The City of Corning welcomes you to our meetings, which are regularly scheduled for the second and fourth Tuesdays of each month. Your participation and interest is encouraged and appreciated.

In compliance with the Americans with Disabilities Act, the City of Corning will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (530/824-7033) to make such a request. Notification at least 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

A. CALL TO ORDER: 5:00 p.m.

B. ROLL CALL:

Council:

**Robert Snow
Jose "Chuy" Valerio
Dave Demo
Karen Burnett
Douglas Hatley Jr.**

Mayor:

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:


- 1. Award 3-year Grant Writing Consulting Services Agreement to HousingTools at a maximum yearly cost (including expense reimbursement) not to exceed \$50,000 for the various services listed in Exhibit B: Scope of Work.**

E. ADJOURN:

POSTED: FRIDAY DECEMBER 28, 2018

ITEM NO.:
AWARD GRANT WRITING
CONSULTING SERVICES
AGREEMENT TO
HOUSINGTOOLS

January 2, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER 
MOLLY MARCUSSEN, PLANNER 1

BACKGROUND:

The City's prior Grant Administrator resigned due to a family illness. As a result, Staff sought Request for Proposals (RFP) for Grant Writing Consulting Services in compliance with Federal Procurement requirements services by advertising in the local paper and posting on the City's website. Four firms presented proposals.

Following review of all submitted proposals and completion of interviews with representatives from Staff's top two selected Companies, Staff recommends approval of the proposed attached three-year Professional Services Agreement with HousingTools for Grant Writing Consulting Services. While HousingTools was not the lowest cost proposal, Staff felt their grant administration and writing skill set and services would meet the needs of the City best. Below is a cost summary of the four proposals received:

Proposer Name	Company Location	Hourly Rate of Primary
California Consulting	El Segundo, CA	\$95.00
Housing Tools	Chico, CA	\$110.00
Dudek	Santa Barbara, CA	\$230.00
SILK Consulting Group	Orland, CA	\$102.00

Services provided include grant funding research, grant proposal development and management, funding needs analysis and monthly reports related to following:

Planning/Technical Assistance Grant Applications:

1. Compliance with federal overlays
2. CDBG Funds Requests
3. Financial Accomplishment Reports (FAR's)
4. Liaison with City and CDBG Program Staff

CDBG Program Income Reuse:

1. Compliance with federal overlays
2. Semi-annual and annual Program Income Reports
3. Annual Grantee Performance Reports (GRP's)
4. Implement and operate Housing Rehabilitation Program
5. Market Program with interested homeowners
6. Prepare loans for City approval

HOME Owner Occupied Housing Rehab Applications & Loan Packaging:

1. Prepare HOME grant applications, implementation and grant administration
2. Loan Portfolio Management

Grant Consulting Services: As requested by City Staff, prepare various Federal, State and private grant funding applications, implement and administer associated grant programs for the following:

1. Economic Development (Federal EDA Funds, etc.)
2. Criminal Justice Technology Programs

3. Housing and Housing Programs (CDBG, HOME Program, CalHome, Homebuyer Programs, Housing Rehab Programs, etc.)
4. Infrastructure Development and Maintenance
5. Public Safety
6. Technology
7. Parks and Recreation Programs
8. Multimodal Transportation
9. Workforce Development
10. Records Management
11. Senior, Family, and Youth Programs
12. Energy Efficiency and Sustainability
13. Senate Bill 2 Funding
14. Airport Improvements (Federal FAA Funds, etc.)

HousingTools shall be required to procure and maintain insurance pursuant to Exhibit A "Insurance Requirements for Contractor" and indemnify the City of Corning, its Elected Officials, Officers, Employees, Agents and Volunteers as stated in proposed Agreement.

FINANCIAL:

The full cost of the Grant Administrator and Program Consultant in some instances is covered by the various Grants at no direct cost to the City other than the necessary oversight and coordination from City Staff. Reimbursement for the development of most grant applications are not reimbursable, even if the grant is funded. While funding is not guaranteed, Staff and Housing Tools will due its due diligence in understanding the City's competitiveness in any grant prior to submission. Further Staff and Housing Tools will not proceed with any application without prior direction from the City Council. The hourly rate for services provided by HousingTools is:

Employee	Hourly Rate
James Coles	\$110
Sherry Morgado	\$110
Tam Le	\$80

Other charges to the City would include a mileage rate of \$0.545 per mile and reimbursable purchases at cost such as copies or equipment. The estimated annual pricing is \$20,000 to \$40,000 dependent upon need.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **AWARD THE GRANT ADMINISTRATION SERVICES RFP TO HOUSINGTOOLS FOR ADMINISTRATION OF THE CITY'S VARIOUS GRANT PROJECTS; AND**
- **AUTHORIZE THE CITY MANAGER TO SIGN AND EXECUTE ALL ASSOCIATED AGREEMENTS.**

**AGREEMENT BETWEEN THE CITY OF CORNING AND
HOUSINGTOOLS**

This Agreement is entered into between the City of Corning ("City") and HOUSINGTOOLS ("Contractor") for the purpose of **GRANT WRITING CONSULTING SERVICES**.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this Agreement, Contractor shall perform the services identified in Exhibit B "Scope of Work" of this Agreement upon direction of the City Manager.

2. RESPONSIBILITIES OF THE CITY

City shall compensate Contractor for said services pursuant to the "Scope of Work" identified in Exhibit B of this Agreement.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "C" after satisfactorily completing the duties described in this Agreement. In addition, City shall reimburse Contractor for the actual and reasonable expenses for travel, postage, copies or equipment and mileage, incurred by Contractor in the performance of the work hereunder. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for City employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$50,000 per year. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against City for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that City has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify City and shall immediately repay all such funds to City. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to City an itemized invoice for all services rendered with sufficient detail to validate expenditures, as well as expense reimbursement requested, during the preceding calendar month. City shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. City shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This Agreement shall commence on the date of signing and shall terminate three (3) years from the date of signing, unless terminated in accordance with section 6 below. Upon mutual agreement of the parties, this Agreement may be extended for two (2) one-year periods of time.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the City, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, then the City shall have the right to terminate this Agreement effective immediately upon the City giving written notice thereof to the Contractor. Either party may terminate this Agreement on 30 days' written notice. City shall pay Contractor for all work satisfactorily completed as of the date of notice. City may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased, or should the Corning City Council fail to appropriate sufficient funds for this Agreement in any fiscal year.

The City's right to terminate this Agreement may be exercised by the City Manager.

7. ENTIRE AGREEMENT: MODIFICATION

This Agreement for the services specified herein supersedes all previous Agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the City.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this Agreement, be construed to be an Independent Contractor and nothing in this Agreement is intended or shall be construed to create an employer - employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the City is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government, which would be withheld from compensation of Contractor, if Contractor were a City employee. City shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under City's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other City benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify the City of Corning , its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of City), damages,

judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of City) being damaged, arising out of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify City against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the City with respect to Contractor's "Independent Contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, City will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that City has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

The City of Corning supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal, and they

are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the City immediately.

16. LAW AND VENUE

This Agreement shall be deemed to be made in, and shall be governed by, and construed in accordance with the laws of the State of California (excepting any conflict of laws or provisions which would serve to defeat application of California substantive law). Venue for any action arising from this Agreement shall be in Corning, California.

17. AUTHORITY

Each party executing this Agreement, and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

If to City:

City Manager, Kristina Miller
City of Corning
794 Third St.
Corning, CA 96021

If to Contractor:

Principal, James Coles
HousingTools
3400 Cottage Way, Suite A4
Sacramento, CA 95825

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive Agreement, and that City shall have the right to negotiate with and enter into Agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with City 's own forces, as City desires.

20. OWNERSHIP OF DOCUMENTS

All documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor during the term of this Agreement for any purpose related to the Agreement shall become the property of the City. Contractor shall deliver, upon full payment by the City for services rendered hereunder, all such materials to City.

21. DOCUMENTS AND RETENTION

1. Contractor and City agree to retain all documents relevant to this Agreement for a period of five (5) years from the termination of the Agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the City, State or Federal Government Representatives.

2. Contractor shall provide City all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this Agreement, should this Agreement be terminated.
3. Contractor shall develop and maintain records concerning the services provided pursuant to this Agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by City, State or the Federal Government. Contractor shall fully cooperate with the City in providing any information needed by any governmental entity concerning this Agreement.

22. SEXUAL HARASSMENT

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

23. CONFLICT OF INTEREST

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the day and year set forth below.

City of Corning:

HousingTools:

Kristina Miller, City Manager

James Coles, Principal

Date

Date

Approved as to form:

Collin Bogener, City Attorney

ATTEST:

Lisa Linnet, City Clerk

Vendor No.: _____

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor 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 described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations):

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability:

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this Agreement.

Workers' Compensation:

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only):

If Contractor is a State-licensed Architect, Engineer, Contractor, Counselor, Attorney, Accountant, Medical Provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this Contract a Professional Liability Policy (also known as Errors and Omissions or Malpractice Liability Insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the Policy shall be endorsed to provide coverage for at least three years from termination of Agreement.

If Contractor maintains higher limits than the minimums shown above, City shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except Professional Liability Insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds:

The Commercial General Liability and Automobile Liability Policies shall include, or be endorsed to include "City of Corning, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "City of Corning."

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the City. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to City and will be the sole responsibility of Contractor.

Primary Insurance Coverage:

For any claims related to this project, Contractor'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 excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the City."

Acceptability of Insurers:

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the City. The City reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors:

Contractor shall require and verify that all Subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach:

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. City, in its sole option, may terminate the Contract and obtain damages from Contractor resulting from breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

Policy Obligations:

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage:

Contractor shall furnish City with original Certificates and Endorsements effecting coverage required herein. All Certificates and Endorsements shall be received and approved by the City prior to City signing the Agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT B

SCOPE OF WORK FOR GRANT WRITING CONSULTANT SERVICES

The selected Proposer (hereinafter referred to as "Consultant") will be responsible for providing the following services to the City:

- 7. *Grant Funding Research*** – Upon direction of City Manager, conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the City's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to:
 - a) Economic Development (Federal EDA Funds, etc.)
 - b) Criminal Justice Technology Programs
 - c) Housing and Housing Programs (CDBG, HOME Program, CalHome, Homebuyer Programs, Housing Rehab Programs, etc)
 - d) Infrastructure Development and Maintenance
 - e) Public Safety
 - f) Technology
 - g) Parks and Recreation Programs
 - h) Multimodal Transportation
 - i) Workforce Development
 - j) Records Management
 - k) Senior, Family, and Youth Programs
 - l) Energy Efficiency and Sustainability
 - m) Senate Bill 2 Funding
 - n) Airport Improvements (Federal FAA Funds, etc.)
- 8. *On-Call Grant Research*** – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by the City.
- 9. *Grant Proposal Development*** – Upon direction of the City Manager, provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the City.
- 10. *Grant Management*** - Provide grant management services required within specific funded grants, upon direction of the City, for various grants awarded (i.e. CDBG, HOME, Housing Rehab, etc.)
- 11. *Funding Needs Analysis*** – Upon direction of City Manager, work with City Staff to facilitate meetings with City Departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;
- 12. *Monthly Reports*** – The successful Consultant shall submit concise, easily understandable monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

EXHIBIT C

**COST PROPOSAL FOR
GRANT WRITING CONSULTANT SERVICES**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI-U) data for the Urban West, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate
James Coles	\$110.00
Sherry Morgado	\$110.00
Tam Le	\$80.00