
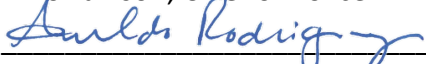


REPORT TO CITY COUNCIL

Approved by:


Dino Lawson, Chief of Police


Arnaldo Rodriguez, City Manager

Council Meeting of: September 4, 2019

Agenda Number: C-6

SUBJECT:

Consideration of a resolution approving a contract for \$4,000 per month with the CrisCom Company for grant research and writing services, as well as governmental affairs consulting services in connection with the City of Madera Police Department. This would not exceed \$40,000 for the first year (10 months) and \$48,000 for each additional year until end of contract.

RECOMMENDATION:

Staff recommends the City Council approve the consulting services agreement with the CrisCom Company. It is anticipated this service would benefit the Madera Police Department and the City of Madera.

SUMMARY:

The Madera Police Department would agree to pay \$4,000 per month for contractual services to the CrisCom Company. The CrisCom Company would conduct research and author grants for the department, as well as work as a governmental affairs consulting firm. This contract would be monthly; either party may cancel at any time with a 30-day notice.

DISCUSSION:

The City of Madera has the opportunity to hire a dedicated grant researcher/governmental affairs consultant. CrisCom Company has worked with several of the local agencies of comparable size, including the Cities of Selma, Sanger, Kerman, Avenal, Lemoore, and Kings County Sheriff's Department, netting millions of dollars in grants or earmarks.

Currently, the City of Madera and the Madera Police Department rely upon the City of Madera Grants Department for all of our grant research/writing needs. The City of Madera does not presently utilize government consulting or lobbying. Due to limited state/federal funds available for law enforcement services, it is potentially very lucrative for the City of Madera to contract the services of the experts in the field to remain competitive with technology and equipment for the police department and public safety.

The CrisCom Company will organize meetings with elected officials, staff, and key stakeholders to promote and deepen fiduciary relationships for the Madera Police Department. The communication and relationships garnered from these meetings will assist in the pursuit of grants for the Madera Police Department during the contractual period.

As a government affairs consulting service, the CrisCom Company will lobby on behalf of the City at the state and federal levels of government. This will include working hand-in-hand with department and city leadership to establish legislative priorities for the 2019-2020 legislative session.

FINANCIAL IMPACT:

For both grant research/writing and government consultation, the City would agree to pay \$4,000 a month. For the term of the contract, the cost would be \$40,000. The term of contract shall be valid on September 4, 2019, after approval by the City Council and shall continue through June 30, 2020, unless otherwise terminated earlier by one of the parties. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years for a total of \$48,000 each year.

CrisCom will not seek reimbursement of ordinary business expenses, such as parking and delivery charges. The City shall reimburse CrisCom for extraordinary expenses related to travel for said services; however, all reimbursable expenses over \$50 shall be pre-approved by the City of Madera Police Chief in writing. We believe the expenditure of these funds will result in a net positive to the City in the form of grant/earmark rewards.

The Madera Police Department has made adjustments in its contract services budget to account for these costs. This contract will not increase the amount budgeted by the Police Department in the fiscal 2019/20 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 115- Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.

Strategy 115.3- Seek and retain grants.

ALTERNATIVES:

Should Council not adopt the proposed contract agreement, the police department will continue to rely on the general fund and Measure K and the City of Madera grants department for funding.

ATTACHMENTS:

1. Resolution
2. Consulting Services Agreement/Contract

Attachment 1

Resolution

RESOLUTION NO. 19 _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONTRACT FOR \$4,000 PER MONTH FOR A CONSULTING SERVICES AGREEMENT WITH THE CRISCOM COMPANY FOR GRANT RESEARCH AND WRITING AS WELL AS GOVERNMENT AFFAIRS CONSULTING

Whereas, the City of Madera wishes to contract with the CrisCom Company for consulting services for all grant writing and research for the Madera Police Department, as well as Government Affairs Consultation.

Now, Therefore, the City Council of the City of Madera hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Consulting Services Agreement with the CrisCom Company attached as Exhibit A and incorporated by reference is approved.
3. The Mayor is authorized to execute the contract on behalf of the City of Madera
4. This resolution is effective immediately upon adoption.

* * * * *

Attachment 2
Consulting Services Agreement/
Contract

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is made and entered into the 4th day of September 2019, by and between The CrisCom Company (“CrisCom”) and the City of Madera (“City”) collectively hereinafter referred to as the “Parties”.

RECITALS

- A. In compliance with its Purchasing Policy, the City solicited proposals for professional service firms to aid in securing funds such as grants for the Madera Police Department.
- B. CrisCom is a professional service firm with the necessary qualifications to identify and secure funding sources for the Madera Police Department.
- C. After conducting the proposal process for professional consulting services, and after its review and consideration, City desires to retain CrisCom to provide said services.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Services. The City hereby contracts with CrisCom to provide services herein set forth at the compensation and upon the terms and conditions herein expressed, and CrisCom hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes CrisCom to commence work immediately upon approval of this agreement by the City Council at a scheduled meeting of said governing body.

3. Obligations, duties and responsibilities of CrisCom. It shall be the duty, obligation and responsibility of CrisCom, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified as follows:

3.1 The CrisCom Company will provide grant research and grant writing services to the City of Madera Police Department. Additionally, CrisCom will organize meetings with elected officials, staff and key stakeholders to promote and deepen fiduciary relationships for the Police Department. These relationships will assist in the pursuit of grants and budgetary requests for the Police Department in the upcoming year.

3.2 The CrisCom Company will provide governmental affairs consulting services to the City of Madera Police Department. This will include using their best efforts to lobby on behalf of the City at the state and federal levels of government. CrisCom will work hand-in-hand with department leadership to establish legislative priorities for the 2019-20 legislative session.

4. Compensation. City shall compensate CrisCom for professional services at the rate of \$4,000 per month. CrisCom will not seek reimbursement of ordinary business expenses, such as parking and delivery charges. The City shall reimburse CrisCom for extraordinary expenses related to said services, however all reimbursable expenses over \$50 shall be pre-approved by the City of Madera Police Chief in writing.

5. Billings and Payments.

5.1 CrisCom bills in advance of services rendered. Monthly invoices are prepared and provided to clients 10 days prior to the commencement of the month.

5.2 Billings are to be made directly to the following address:

City of Madera Police Department
Attn: Chief Dino Lawson
330 South C Street
Madera, CA 93638

5.3 The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed and expenses incurred in order to provide City with a clear and complete understanding of how time was devoted to specific tasks and the fees and costs associated therewith.

5.4 City shall make payments monthly based on said billings. City shall make its best effort to process payments promptly and not later than 30 days after receiving CrisCom's monthly billing statement.

6. Term and Termination.

6.1 This Agreement shall be effective on September 4, 2019, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through June 30, 2020, unless otherwise terminated earlier by one of the parties pursuant to section 6.2 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in section 6.3 of this Agreement.

6.2 Parties may terminate this Agreement at any time with or without cause by providing 30 day written notice as indicated below. In the event of such termination, the City shall compensate CrisCom for services rendered and pre-approved expenses necessarily incurred up to and including the date of termination. Parties shall terminate services and/or the Agreement by delivering a written notice of such termination and the effective date of the termination. Notice of termination shall be mailed and emailed to the Parties as identified in section 6.3 of this Agreement.

6.3 The following parties are authorized to provide and/or respond to written notices made pursuant to either section 6.1 or 6.2 of this Agreement:

City of Madera
Dino Lawson, Police Chief
330 South C Street
Madera, CA 93638
dlawson@madera.gov

The CrisCom Company
Charles H. Jelloian, President & CEO
9550 Topanga Canyon Boulevard
Chatsworth, CA 91311
chuck@thecriscomcompany.com

7. Insurance and Indemnification.

7.1 During the term of this Agreement, CrisCom shall maintain, keep in force, and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit A of this Agreement.

7.2 To the furthest extent allowed by law, CrisCom shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CrisCom, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which CrisCom is otherwise required to maintain under this Agreement.

8. Independent Contractor. In performance of the work, duties and obligations assumed by CrisCom under this Agreement, it is mutually understood and agreed that CrisCom, including any and all of CrisCom's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, CrisCom and its employees shall have absolutely no right to employment rights and benefits available to City employees. CrisCom shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CrisCom shall be solely responsible and hold City harmless from all matters related to payment of CrisCom's employees, including compliance with social security, withholding, and all other regulations governing such matters.

9. Compliance with Law. CrisCom shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference.

10. Miscellaneous.

10.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

10.2 Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

10.3 Required License and Professional Credentials. CrisCom and personnel providing professional services shall maintain all licenses and professional credentials necessary for the provision of such services. CrisCom shall promptly notify City of changes of status or events that might impact the provision of said services to City.

10.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

10.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

10.6 Incorporation of Documents. All documents constituting the Agreement documents and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

10.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

10.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

10.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

10.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

10.11 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.

10.12 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States City Court for the Eastern City of California.

10.13 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable

costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of The CrisCom Company and the City.

THE CRISCOM COMPANY

CITY OF MADERA

Charles H. Jelloian, President & CEO

Andrew J. Medellin, Mayor

Date: _____, 2019

Date: _____, 2019

ATTEST

APPROVED AS TO FORM

Alicia Gonzales, City Clerk

Hilda Cantú Montoy, City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

Insurance Requirements.

Without limiting CrisCom's indemnification of City, and prior to commencement of Work, CrisCom shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Sub-consultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance:

CrisCom shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products, and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage should be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of CrisCom arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Workers' Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. CrisCom shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim in the aggregate. CrisCom shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CrisCom agrees to maintain continuous coverage through a period of no less than three years after completion of services required by this Agreement.

Maintenance of Coverage.

CrisCom 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 CrisCom, its agents, representatives, employees, subcontractors, or sub-consultants as specified in this Agreement.

Proof of Insurance.

CrisCom shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers.

All insurance policies shall be issued by an insurance company currently authorized by the insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation.

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CrisCom, or others providing insurance evidence in compliance with these specifications, to waive their right to recovery prior to a loss. CrisCom hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its sub-consultants or subcontractors.

Enforcement of Contract Provisions (non estoppel).

CrisCom acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform CrisCom of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications 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. If CrisCom maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by CrisCom.

Notice of Cancellation.

CrisCom agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions.

Any self-insured retentions must be declared to and approved by City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims.

CrisCom shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CrisCom's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance.

CrisCom 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.