ITEM NO. 12

STAFF REPORT

CITY OF OCEANSIDE

DATE: July 11, 2007

TO: Honorable Mayor and City Council Members

FROM: Financial Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH AVANTI CONSULTANTS FOR CONTRACTUAL GRANT WRITING SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a one-year professional services agreement with Avanti Consultants of Alta Loma, California, in an amount not to exceed $75,000 for grant writing and grant management services, and authorize the City Manager to execute the agreement.

BACKGROUND

As part of the FY 2006-08 budget workshops in May 2006, the City Council included a decision package in the budget to hire a contractual grant writer. A high priority was placed on the decision package by the City Council and a search for a grant writer was launched in August of 2006.

The Financial Services Department sent Requests for Proposals in 2006 to ten consulting firms and received eight responses. Staff met and narrowed the eight responses to five for interviews. On Wednesday, September 13, 2006, staff interviewed the five candidates. Based on the interviews, Avanti Consultants was determined to be the best candidate for the City's needs, and at a meeting on November 1, 2006, the City Council approved an agreement with Avanti Consultants in an amount not to exceed $75,000.

The consultant researches, writes, and submits grant applications based on required deadlines and identifies all grant requirements regarding financial reporting. The grant writer secures outside funding for the City to meet local needs.

ANALYSIS

The City identified several areas ranging from Gang Prevention Programs to Coastal Conservancy for which outside funding is ideal and necessary. The grant writer worked with Financial Services and established a means to track all grant functions, from

application to deadlines for financial reporting. The attached agreement will assist in continuing to meet these Citywide demands. The agreement will allow the City to continue garnering the benefits of an experienced grant writer without having to bear the expense of a full time, benefited position.

Under the supervision of the Financial Services Director, Avanti Consultants provides grant writing expertise in the pursuit of corporate, foundation, and multilevel governmental grant funding. Avanti Consultants' responsibility to the City includes but not limited to: researching and identifying funding opportunities, working with various City departments to determine viability of potential grant programs, writing grants, maintaining a tracking system for all application submissions, meeting required deadlines, and coordinating with the Financial Services Director to ensure that appropriate financial reporting requirements are met.

Avanti Consultants has identified funding opportunities for City departments including: Police, Fire, Harbor & Beaches, Water Utilities, Library, Neighborhood Services, and Public Works. The consultant has identified more than $1 million in grant funding, and has submitted $388,000 in applications since January 2007. As more departments are introduced to the grant writing services available over the past few months, the departments have been increasingly interested in the funding possibilities available to the City. Avanti Consultants is working closely with department staff to not only identify their funding needs, but to train them in advanced grant writing and grant administration techniques. The consultant is currently working on funding opportunities to assist with the maintenance of the pier, conversion of the City fleet to alternative fuel (which is a mandated conversion), water quality projects to improve Oceanside beaches, library projects, wetland projects, trails projects, along with many other City projects.

The City will benefit from retaining the services of Avanti Consultants so that she may complete current applications as well as pursue future funding opportunities.

FISCAL IMPACT

Attachment 1 provides information detailing the Department's agreement with the grant writer. The Financial Services Department's operating budget for fiscal year 2007 – 2008 includes an appropriation in the amount of $75,000 for the engagement of a grant writer. Avanti Consultants' hourly rate is $50 and will be paid bimonthly on a per-hour basis.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a one-year professional services agreement with Avanti Consultants of Alta Loma, California, in an amount not to exceed $75,000 for grant writing and grant management services, and authorize the City Manager to execute the agreement.

PREPARED BY:

Paul Bussey
Interim Financial Services Director

SUBMITTED BY:

Peter A. Weiss
Interim City Manager

REVIEWED BY:
Michelle Skaggs Lawrence, Deputy City Manager _____

Attachment 1

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: GRANT WRITER

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Linda-Marie Sundstrom, dba Avanti Consultants, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Under the supervision of the Financial Services Director, Linda-Marie Sundstrom of Avanti Consultants will provide grant writing services in the pursuit of corporate, foundation, and multi-level governmental grant funding. Ms. Sundstrom's responsibility to the City will include but not be limited to: researching and identifying funding opportunities, working with various City departments to determine viability of potential grant programs, writing grants, maintaining a tracking system for all application submissions, meeting required deadlines, and coordinating with the Financial Services Director to ensure appropriate financial reporting requirements are met.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Director of Finance. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with consultant, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement, if applicable.

4. LIABILITY INSURANCE.

4.1 **CONSULTANT** shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit per Occurrence	$500,000
Automobile Liability Insurance	$500,000

4.3 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.4 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.5 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.6 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the consultant to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the agreement.

4.7 Maintenance of insurance by the CONSULTANT as specified in the Agreement Shall in no way be interpreted as relieving the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

5. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors or omissions or wrongful acts of conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortuous acts or omissions of the CONSULTANT.

   CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $75,000 for a one-year period from the date of approval of this agreement. Compensation will be at an hourly rate of $50.00 plus all approved travel expenses. The CONSULTANT, on a bi-monthly basis, will provide invoices with the number of hours worked noted.

   No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Director of Finance. CONSULTANT shall obtain approval by the Director of Finance prior to performing any work, which results in incidental expenses to CITY.

7. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Director of Finance within one year of the effective date of this agreement.

   This agreement may be terminated by the CITY for convenience by providing (30) thirty days written notice to CONSULTANT. In such an event, the CITY shall pay CONSULTANT the reasonable value of the services performed as of the date of termination.

8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated under-

standing between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

   The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

   Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

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 CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this _____ day of _____, 2007.

Avanti Consultants

By: Lisa Marie Lindstrom, Owner
Name/Title

By: _____
Name/Title

91-1973394
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, Interim City Manager

APPROVED AS TO FORM:

_____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino } SS.

On June 13th 2007 (DATE) before me, Erin Fahres, Notary Public, (NOTARY)
personally appeared Linda Marie Sundstrom (SIGNER(S))

☑ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ERIN FAHRES
Comm. # 1467607
NOTARY PUBLIC - CALIFORNIA
San Bernardino County
Comm. Expires Feb. 3, 2008

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

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