

and his familiarity with on-going City projects and the existing spirit of teamwork gives him a unique ability to provide contracted services quickly and efficiently.

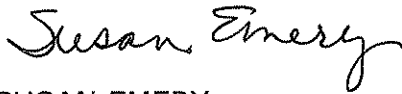
FINANCIAL IMPACT

The cost of the proposed contract is for \$70,000. This is an eligible expense and funding is available in our HOME budget. There will be no impact to the general fund.

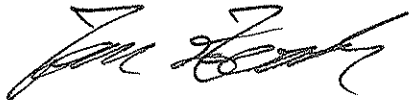
RECOMMENDATION

It is recommended that the City Council:

- Approve the attached agreement
- Authorize the City Manager to execute on behalf of the City Council.



SUSAN EMERY
Community Development Director



By: Tom Ferch
Administrative Analyst

Attachment: Consultant Agreement

Recommended for Approval



Matthew Fertal
City Manager

CONSULTANT AGREEMENT
DUANE SOLOMON, CONSULTANT

THIS AGREEMENT is made on the 13th day of July 2010, by and between the CITY OF GARDEN GROVE ("CITY"), a public body corporate and politic, and DUANE SOLOMON ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. CITY desires to utilize the services of CONSULTANT to provide assistance to Community Development staff in the administration and compliance of the ADDI, CDBG, ESG, and HOME programs from July 1, 2010 to June 30, 2011.
2. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services required to be performed hereunder (Attachment "A").

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall be in effect until the contract funds are fully expended.
2. **Services to be Provided.** CITY desires to utilize the services of CONSULTANT in the administration of federal grant funded programs. The scope of services to be performed by CONSULTANT is more specifically set forth in Attachment A hereto, which Attachment is incorporated herein by this reference
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1. **AMOUNT NOT TO EXCEED.** Compensation under this Agreement shall not exceed \$70,000, payable @ \$70.00 per hour, with mileage reimbursed at \$0.50 per mile (not to exceed 91 miles per day maximum, round trip) with all other expenses billed at cost.
 - 3.2. **PAYMENT.** For additional work under this Agreement written authorization by the Community Development Director will be required.

- 3.3. RECORDS OF EXPENSES. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to the CITY.
- 3.4. TERMINATION. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice of termination. If the Agreement is terminated by the CITY, then the provisions of Paragraph 3 would apply to that portion of the work completed.
4. **Insurance Requirements.** The CITY agrees to waive all insurance requirements except that the CONSULTANT shall submit and maintain evidence of current automobile insurance during the contract period. Additional insurance will not be required.
5. **Non-Liability of Officials and Employees of the CITY.** No Official or employee of CITY shall be personally liable to CONSULTANT in the event of any default, or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants that there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All scripts, videos or other documents developed or received by CONSULTANT shall be the property of the CITY. CONSULTANT shall provide CITY with copies of these items

upon the earlier of request by the City or upon termination of this Agreement.

11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

12. **Correspondence.** All correspondence shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. CONSULTANT:
Duane Solomon
6791 Monterey Place
Rancho Cucamonga, CA 91701

 - b. CITY OF GARDEN GROVE (with a copy to)
City of Garden Grove Garden Grove City Attorney
11222 Acacia Pkwy 11222 Acacia Pkwy
Garden Grove, CA 92840 Garden Grove, CA 92840

13. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) he has investigated the work to be performed; (2) he has investigated the site of the work and is aware of conditions there; and (3) he understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, he shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

14. **Time of Essence.** Time is of the essence in the performance of this Agreement.

15. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, his principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY Manager. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly

employed. CITY will deal directly with and will make all payments to CONSULTANT.

16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
17. **Indemnification.** CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, damage to property, interference with use of property, or any other claims of any nature, arising out of, or in any way connected with performance of the Agreement by CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This Hold Harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. This policy limits do not act as a limitation upon the amount of the indemnification to be provided by CONSULTANT.

18. **Modification.** This Agreement constitutes the entire Agreement between the parties and supersedes any previous Agreements oral or written. Any modification of this Agreement shall be executed by both the CITY and the CONSULTANT.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate Authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be constructed in accordance with the laws of the State of California. Any action commenced about his Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect

only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY:
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

Date: _____

City Clerk

Date: _____

CONSULTANT:
DUANE SOLOMON

By: Duane Solomon

Date: 7/7/2010

APPROVED AS TO FORM:

 [Signature]
City Attorney

Date: 7/2/10

Attachment A

June 2, 2010

Allison Mills
Senior Project Manager
City of Garden Grove
Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

Subject: Proposal for Consultant Services

Dear Allison:

In response to our recent discussion, I am providing the City with a proposal to retain my services to assist in providing grant management services. This proposal may serve as an addendum to my Professional Services Agreement with the City for the following services:

Scope of Services

1. CDBG and HOME Administration.

- ✓ In coordination with staff from the Community Development Department and the City Controller's Office, I shall assist in administering the Integrated Disbursement Information System by setting up/revising projects and activities, closing out completed activities, requesting and approving draws, as well as work with the City Controller's staff in tracking program income.
- ✓ Certify and annually re-certify community housing development organizations.
- ✓ Assist in preparing CDBG subrecipient agreements.
- ✓ Set-up CDBG projects files to include environmental review record and summary sheet of each projects national objective and eligibility.
- ✓ Provide a report tracking HOME and CDBG commitments and expenditures to ensure compliance with grant standards.
- ✓ Assist Agency staff as necessary in preparing the City's Fiscal 2009-10 Consolidated Annual Plan.
- ✓ Provide staff with information and draft memoranda, as necessary, regarding rent, income limitations and HOME subsidy limits.
- ✓ Maintain the HOME Match Log to track HOME match obligations and match sources.

6791 Monterey Place, Rancho Cucamonga, CA 91701 (909-240-2390)
Duane Solomon

- ✓ Prepare in accordance with 24 CFR Part 58 environmental review records for HOME and CDBG activities.

2. *Project Management*

The following services would be provided to assist the Community Development Department's Senior Project Manager manage on-going projects:

- ✓ Monitor agreements to ensure conformance with conditions precedent to closing/disbursement of funds, adherence to schedule of performance and all Federal cross-cutting requirements.
- ✓ Review with staff project files to ensure all pertinent documents are in place.

Fees

An invoice will be submitted monthly outlining the number of hours worked billed at an hourly rate of \$70.00, any deliverables completed during the month, including reimbursable expenses. Mileage will be billed the prevailing IRS mileage rate in effect, currently \$0.50 per mile, with all other expenses billed at cost.

Sincerely,

Duane Solomon