

**RESOLUTION NO. 4006**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO (2) YEAR  
AGREEMENT WITH R. L. HASTINGS & ASSOCIATES FOR GRANT  
ADMINISTRATION SERVICES OF HOME GRANT FUNDS FOR THE GABILAN  
APARTMENTS**

**WHEREAS**, the City has a need to contract for grant administration services relating to the application for and administration of funds from various grant programs including but not limited to Community Development Block Grant Programs; and

**WHEREAS**, a Request for Proposal (RFP) for Administration Subcontractor Services to provide both general administration and activity delivery services for implementing the HOME program grant was published and mailed to twelve (12) planning consulting firms; and

**WHEREAS**, responses from three (3) consulting firms were received from R. L. Hastings & Associates, Pacific Municipal Consultants, and Nilsen & Associates; and

**WHEREAS**, after interviewing each consulting firm and giving due consideration to the proposals, the experience and qualifications of the consultant firms and available references, Staff is recommending that a two year agreement for Grant Administration Services be awarded to R. L. Hastings & Associates; and

**WHEREAS**, there is not a firm method of determining the actual cost for services over the life of the proposed contract, because the cost will depend on the number of grants applied for by the City, the cost for each grant application, and whether the administrative portion of the grant is sufficient to cover the grant administration costs; and

**WHEREAS**, the City HOME grant funds has \$60,000 for the HOME administration and project set-up for the Gabilan Apartment Project.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that the City Manager is hereby authorized to execute a standard professional services contract, attached as "Exhibit A" with R. L. Hastings & Associates for Grant Administrative Services, subject to minor modification and subsequent approval by the City Attorney. Funding for contractual services shall be drawn from the City's Economic Development Budget.

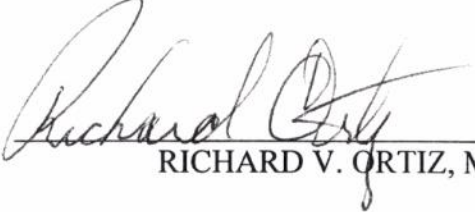
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a special meeting duly held on the 6th day of June, 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz


NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
NOELIA F. CHAPA, City Clerk

**STANDARD  
CONTRACTUAL SERVICES AGREEMENT**

THIS AGREEMENT is made at Soledad, California, as of June 6, 2007, by and between the CITY OF SOLEDAD, a municipal corporation ("City"), and R. L. Hastings & Associates ("Contractor"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A.

2. PAYMENT. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.

3. FACILITIES AND EQUIPMENT. Except as set forth in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Exhibit "A"

6. CONTRACT ADMINISTRATION. This Agreement shall be administered by Soledad City Manager, Noelia Chapa ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

7. NOTICES. Any written notice to Contractor shall be sent to:

R. L. Hastings & Associates  
1610 El Nido Way  
Sacramento, CA 95864

Any written notice to City shall be sent to:

City of Soledad  
Noelia F. Chapa, City Manager  
248 Main Street  
Soledad, CA 93960

Executed as of the day first above stated:

CITY OF SOLEDAD, a municipal corporation

Attest: Noelia F. Chapa  
City Clerk

By Noelia F. Chapa  
Noelia F. Chapa, City Manager

By Roy L. Hastings  
"Contractor"

Approved as to form:

Michael F. Rodriguez  
Michael F. Rodriguez, City Attorney

**EXHIBIT A**  
SCOPE OF SERVICES

- TASK 1: Send checklist with Project Set-up requirements and responsibilities to City and Developer. Send draft letter to City and Developer, as appropriate, for signature. Begin collection of documents;
- TASK 2: Submit Set-Up Binder to HOME Program. Timeframe depends on receipt of all required documents, including HOME required financial documents, from City and developer prior to this date;
- TASK 3: Submit request for Davis Bacon wages to the HOME Program, if applicable;
- TASK 4: Receive Project Set-Up approval from the HOME Program and authorization to proceed with construction and loan closing. Although the HOME Program requires 60 days minimum to review the Set-Up materials, under certain conditions the HOME Program will authorize loan closing and the start of construction prior to completion of the entire review – this can be sought if necessary;
- TASKS 5: Prepare and submit monthly, semi-annual, and annual reports as required.

**EXHIBIT B**  
PAYMENT SCHEDULE

CITY shall pay Contractor an amount not to exceed the total sum of SIXTY THOUSAND DOLLARS (\$60,000 ). The CITY will make each payment within thirty (30) days of billing.

The total sum stated above is the total that CITY will pay for the services to be rendered by Contractor pursuant to this Agreement. CITY shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

CITY shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefore is agreed to in writing executed by the City Manager or other designated official of CITY authorized to obligate CITY thereto prior to the time such extra service is rendered.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of CITY. In this event, CITY shall compensate the Contractor for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to date.

**EXHIBIT C**  
FACILITIES AND EQUIPMENT

CITY shall furnish physical facilities such as may be reasonably necessary for Contractor's use while performing contract with CITY. The location, quantity, and time of furnishing said physical facilities shall be at the sole discretion of CITY. In no event shall CITY be obligated to furnish any facility that may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

## EXHIBIT D

### GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

2. LICENSES; PERMITS; ETC. Contractor represents and warrants to CITY that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession. Contractor represents and warrants to CITY that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. In addition to the foregoing, Contractor shall obtain and maintain during the term hereof a valid City of Soledad Business License.

3. TIME. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

4. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract "occurrence coverage" 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 the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)

- (b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A: VII.
- (e) Verification of Coverage. Contractor shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (f) Subcontractors. Contractor shall include all subcontractors, if any, as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- (g) The City Manager may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the CITY's interests are otherwise fully protected.

5. CONTRACTOR NO AGENT. Except as CITY may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

6. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from CITY of such desire of CITY, cause the removal of such person or persons.

8. STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All instruments of service of whatsoever nature, which Contractor delivers to CITY pursuant to this Agreement, shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.

9. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to it, to any subcontractor, to the CITY, to CITY officers, officials and employees, or to parties designated by the CITY, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor. Contractor shall indemnify, defend and hold harmless the CITY, its officers,

officials, directors, employ and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the CITY, its employees and officers from its own fraud, willful injury or violation of law whether willful or negligent. For purposes of Section 2782 of the Civil Code the parties hereto recognize and agree that this agreement is not a construction contract. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

10. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations to which CITY is bound by the terms of such fiscal assistance program.

11. DOCUMENTS. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of CITY upon completion of the work to be performed hereunder or upon termination of the Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all laws applicable to the performance of the work hereunder, including, but not limited to, laws prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

13. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any reason, CITY shall have the right to terminate or cancel the agreement, take possession of the Contractor's construction, studies, preliminary drawings, computations and specifications, insofar as they are complete and acceptable to the CITY, and pay the Contractor such equitable proportion of the total remuneration as the work actually done by the Contractor at the time of such discontinuance bears to the whole of the work required to be done by the Contractor under the terms of this Agreement.

The CITY, as its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof, and may require the Contractor to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction.

If the CITY thereafter should determine to complete the project, the CITY shall have the privilege or requiring completion of the drawings, specifications and other documents upon compensation of the Contractor.

14. EMPLOYMENT PRACTICES. Contractor shall not discriminate in his/her performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in his employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

## **EXHIBIT E**

### FEDERAL AND STATE COMPLIANCE ASSURANCES

1. California Department of Housing and Community Development Standard Contract language. Monies funding this agreement are made available by the State of California, Department of Housing and Community Development.

2. Insurance. Consultant, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this agreement:

(a) Unemployment disability insurance.

(b) Worker's Compensation Insurance policy as required by California Labor Code.

3. The Civil Rights, HCD and Age Discrimination Acts Assurances. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

4. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

(a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. State Nondiscrimination Clause:

- (a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial of pregnancy leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (b) This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

6. Anti Lobbying Certification. The Grantee shall require that the language of this certification be included in all contacts or subcontracts entered into in connection with this grant activity and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code, Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure. The undersigned

certifies to the best of his or her knowledge or belief that:

- (a) No Federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension of continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement;
- (b) If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

7. Bonus or Commission, Prohibition Against Payments of. The assistance provided under this agreement shall not be used in the payment of any bonus or commission for the purpose of :

- (a) obtaining the States's approval of the application for such assistance; or
- (b) the State's approval of the applications for additional assistance; or
- (c) any other approval or concurrence of the State required under this agreement, Title I of the Housing and Community Development Act of 1974, or the state regulation with respect thereto.

Provided however, that reasonable fees for bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

8. Conflict of Interest. No member of, or delegate to, the Congress of the United States and no resident, commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No local public official with duties involving the grant activities may have any interest in any contracts or proceeds for the work done in conjunction with this contract.

9. Records. Contractor and Subcontractors agree to keep all program records for at least three years after your contract and any and all amendments expire or three years after the completion and resolution of any audits or lawsuits, whichever is later;

10. Monitoring. Contractor and Subcontractors agree to allow the Housing and Community Development Department, Bureau of State Audits, HUD, or other State or federal agencies or their representatives, upon reasonable notice, unrestricted access to all relevant records, documents, books, accounts, and all other materials for grant monitoring or auditing purposes, including the monitoring for conformity with a State contract.

11. Labor Standards. The Grantee, Sub-Consultant, and the Consultant shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- (a) Davis-Bacon Act (40 USC 276a - 276a-5) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- (b) Copeland Anti Kickback Act (47 USC 276c) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.
- (c) Contract Work Hours and Safety Standards Act - CWHSSA (40 USC 327 - 333) requires that workers receive "overtime" compensation at a rate of 1.5 times their regular hourly wage after they have worked 40 hours in one week.

- (d) Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

12. CONTRACTORS AND SUBCONTRACTORS: A contractor or subcontractor is not eligible to receive grant funds if the contractor is not licensed in good standing in California. A contractor or subcontractor is not eligible to receive grant funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors. A contractor or subcontractor is required to maintain, if so required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the grant activity or any part of it.