

Mayor
Lois Wynne
Mayor Pro Tem
Jeff Chedester
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Office of the
City Manager**

119 Fox Street
Lemoore, CA 93245
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Staff Report

ITEM NO. 2-7

To: Lemoore City Council
From: Andi Welsh, City Manager
Date: August 12, 2015 **Meeting Date:** August 18, 2015
Subject: CrisCom Consultant Services Agreement

Proposed Motion:

Approve an agreement with CrisCom for efforts related to economic development and public safety lobbying efforts at the federal and state levels in an amount not to exceed \$60,000.

Subject/Discussion:

In August 2014, the City contracted with The CrisCom Company (CrisCom) for their governmental affairs efforts to pursue infrastructure funding for the Lemoore Police Department and to work with members of the California Legislature, the Governor's office, and local elected officials to identify viable funding sources for the City. The 2015 contract will add governmental affairs services at the Federal level to continue pursuing opportunities to fund the regional dispatch facility.

The City Council approved an additional agreement with CrisCom in October 2014 for business development and attraction, with the following services:

1. Promote Lemoore as a unique and desirable place to do business
2. Work with the City to facilitate economic development opportunities
3. Identify prospective developers for commercial projects in Lemoore
4. Arrange and participate in initial developer meetings and site visits in Lemoore
5. Share leads with the City of any potential development regardless of the type
6. Communicate with the City Manager and the Project Manager on a regular basis
7. Provide information, guidance, and solutions to City staff for commercial development
8. Become familiar with Lemoore's commercially zoned properties and other areas that may be suitable for development
9. Advise the City of networking opportunities with commercial developers
10. Advise the City of potential media, press release and other announcement opportunities aimed at marketing development projects

Financial Consideration(s):

Business Attraction Consultant services are \$42,000 annually and the public safety government relations services are \$18,000 annually for a total of \$60,000 for both services for the year.

Alternatives or Pros/Cons:

Pros:

- Provides service continuity
- Continues pursuit of funding for public safety infrastructure
- Builds momentum and continues relationships established by CrisCom
- Funding levels remain the same

Cons:

- None noted

Commission/Board Recommendation:

Not Applicable

Staff Recommendation:

Continue contracting with The CrisCom Company for Public Safety Infrastructure Funding and Business Attraction services.

For contract administration purposes, staff is recommending combining both contracts into one agreement. Either party may terminate services with 30 days' notice.

Attachments:

- Resolution
- Ordinance
- Map
- Other CrisCom Agreement

Review:

- | | |
|--|---------|
| <input checked="" type="checkbox"/> Finance | 8/12/15 |
| <input type="checkbox"/> City Attorney | |
| <input checked="" type="checkbox"/> City Manager | 8/12/15 |
| <input checked="" type="checkbox"/> City Clerk | 8/14/15 |

Date:

CONSULTANT AGREEMENT

THIS AGREEMENT is made and effective SEPTEMBER 1, 2015, by and between the **CITY OF LEMOORE**, (“City”), with its principal place of business located at 119 Fox St., Lemoore, in the County of Kings, State of California, and **The CrisCom Company** (“CrisCom”), maintaining its principal place of business at 9550 Topanga Canyon Blvd., Chatsworth, California.

ARTICLE 1 BACKGROUND AND PURPOSE

Section 1.1 Background

Section 1.2. Purpose

This Agreement formalizes the relationship between the City and CrisCom and outlines the terms and conditions hereinafter set forth.

ARTICLE 2 TERMS AND SERVICES

Section 2.1 Terms

This Agreement will commence on September 1, 2015 and end on August 31, 2016. Either party may terminate this Agreement with thirty (30) days written notice.

Section 2.2 Services

CrisCom shall continue to provide the following services:

The CrisCom Company will continue to provide governmental affairs consulting services to the Lemoore Police Department. CrisCom will assist the Lemoore Police Department in identifying and pursuing funding opportunities and will also assist with legislative issues. Additionally, CrisCom will register and represent the City of Lemoore Police Department with the federal government. CrisCom will work with members of Congress to identify viable governmental funding sources and will pursue both legislative and budgetary avenues. CrisCom will also agree to assist the Lemoore Police Department in their competitive grant writing initiatives.

The CrisCom Company will work with the City of Lemoore to facilitate economic development opportunities for the City and agree to the following scope of work:

- Promote Lemoore as a unique and desirable place to do business
- Work with the City to facilitate economic development opportunities
- Identify prospective developers for commercial projects in Lemoore
- Arrange and participate in developer meetings and site visits in Lemoore
- Share leads with the City of any potential development regardless of the type
- Communicate with the City Manager and the Project manager on a regular basis
- Provide information, guidance, and solutions to City staff for commercial development
- Advise the City of networking opportunities with commercial developers

- Advise the City of potential media, press release and other announcement opportunities aimed at marketing development projects

Section 2.3 Independent Contractor

CrisCom serves as an independent contractor for the City, and not an employee of the City.

ARTICLE 3 COMPENSATION

Section 3.1 Payment

City shall compensate CrisCom an amount of \$5,000 per month, in advance of services rendered. CrisCom will provide the City an invoice prior to the commencement of the month. Invoices are due on the 1st and late after the 10th.

ARTICLE 4 SUBCONTRACTS

Section 4.1 Subcontracts

CrisCom shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Except as otherwise specifically approved by the City, CrisCom shall include appropriate provisions of this Agreement in subcontracts so rights conferred to City by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied or created between the City and any subcontractor with respect to services under this Agreement.

ARTICLE 5 INDEMNIFICATION

Section 5.1 Hold Harmless Agreement

CrisCom shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act of omission to act, including any negligent act or omission to act, by CrisCom or CrisCom's officers, employees, or agents.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Breach of Agreement

The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

Section 6.2 Notices

Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

City of Lemoore
Attn: City Manager
119 Fox Street
Lemoore, CA 93245

The CrisCom Company
Attn: Chuck Jelloian
9550 Topanga Canyon Blvd.
Chatsworth, CA 91311

Section 6.3 Attorney Fees

If any action at law or in equity is brought to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

Section 6.4 Governing Law and Venue

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California. Venue in any legal action or proceeding shall be in the appropriate court for the County of Kings, California.

ARTICLE 7 INTEGRATION

Section 7.1 Integration

This Agreement represents the entire understanding of the City and CrisCom as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

ARTICLE 8 INSURANCE REQUIREMENTS

Section 8.1 Insurance Requirements

Prior to commencement of the Services, Consultant shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A" by A.M. Best Company.

- a. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - (i) Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement.
 - (ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 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.

- (iii) Worker's Compensation Insurance as required by the State of California.
 - (iv) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- b. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later. This Agreement represents the entire understanding of the City and CrisCom as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
City of Lemoore

City Manager _____

Signature _____

Date _____

APPROVED:
The CrisCom Company

CEO _____

Signature _____

Date _____