

**CONTRACT FOR  
GRANT WRITING SERVICES**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_, herein referred to as "Consultant" and the City of Dillingham (herein referred to as "City"). For good and valuable consideration, the receipt whereof is hereby acknowledged, Consultant and City agree as follows:

WHEREAS, City is in need of surveying services to identify property lines at the Bingman properties that was acquired through the foreclosure process and to identify the landfill clearing limits for the landfill cell expansion project;

WHEREAS, Consultant, through education and experience, possesses the requisite license and skills to perform such duties;

WHEREAS, City is therefore desirous of engaging the services of Consultant as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**1. Employment of Consultant**

The work to be performed by Consultant pursuant to this Agreement is all tasks assigned by the City Manager or through a designee. A more specific identification of Consultant's professional services to be provided in accordance with the provisions of this Agreement is listed in Appendix A "Scope of Work," incorporated herein by reference and such other duties as requested by the City.

**2. Time of Performance**

Consultant shall commence performance within ten days following approval of this Agreement. The term shall be for two years from the date of execution and approval of the City Manager. The time for completion may be extended by mutual written agreement of City and Consultant.

**3. Fee**

City shall pay Consultant at the rate of \$\_\_\_\_\_ for all services rendered by Consultant in performance of work as identified in Appendix A. Any additional professional services other than those identified in the Scope of Work, Employment of Consultant, shall be requested in writing by City. The fee for such additional services shall be negotiated by the parties.

**4. Payments**

City agrees to make payments to Consultant as services are performed and costs are incurred, provided Consultant submits two copies of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by City.

Billing and expense invoices can be submitted once a week. Invoices shall be accompanied by an activity report detailing work and accomplishments.

City may, at its option, withhold ten percent from each payment pending satisfactory completion of the work by Consultant.

All invoices are otherwise due and payable within 15 days of receipt by the City.

**5. Services Supplied by City**

City shall provide office space, furniture and equipment, telephone and office supplies for use by Consultant while in Dillingham.

**6. Personnel**

Consultant agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced and well qualified for the work assigned. No person objected to by the City shall be employed by Consultant for work hereunder.

**7. Independent Contractor Status**

In performing under this Agreement, Consultant acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

**8. Indemnification**

To the maximum extent permitted by law, Consultant shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Consultant, its agents or employees while performing under the terms of this Agreement.

**9. Assignment**

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

**10. Subcontracting**

Consultant may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

**11. Designation of Representatives**

The parties agree, for the purposes of this Agreement, that City shall be represented by and may act only through the City Manager or such other person as they may designate in writing or is identified in Appendix A. Consultant shall be represented by and may act only through \_\_\_\_\_.

**12. Termination**

Either party may terminate this Agreement, with or without cause, after first giving sixty days written notice. Consultant shall not be entitled to any anticipated profit on services not performed.

### **13. Insurance**

Consultant shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Consultant and the City against liability that may accrue against them or either of them in connection with the performance of Consultant under this Agreement:

- a. Insurance in at least the required statutory amounts covering claims under workers' compensation, disability benefits and other similar employee benefit acts; and
- b. Public liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$1,000,000.

### **14. Insurance Certificate**

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City and shall not be subject to cancellation or any material change except after 30 days written notice to the City and shall provide that no failure of Consultant to comply with any condition or provision of this Agreement or other conduct of Consultant or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the City. If Consultant fails to comply with these insurance requirements, the City may terminate this Agreement on 10 days written notice.

### **15. Claims Recovery**

Claims by City resulting from Consultant's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. City shall notify Consultant of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

### **16. Compliance with Applicable Laws**

Consultant shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted consulting practices and shall comply with all applicable codes and standards.

### **17. Records and Audit**

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending

matters related to this Agreement. Said books shall be subject to inspection and audit by City.

**18. Notices**

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City of Dillingham:  
Chris Hladick, City Manager  
PO Box 889  
Dillingham, Alaska 99576

To Consultant

**19. Venue and Applicable Law**

The venue of any legal action between the parties arising as a result of this Agreement shall exclusively be laid in the Third Judicial District of the Superior Court of the State of Alaska, at Dillingham, Alaska, and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.

**20. Attorney's Fees**

In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

**21. Waiver**

No failure on the part of either City or Consultant to enforce any covenant or provision herein contained, nor any waiver of any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the City or Consultant to enforce the same or any other provision in the event of any subsequent breach or default.

**22. Binding Effect**

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

**23. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

CITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Manager  
City of Dillingham

CONSULTANT

Dated: \_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX A

### SCOPE OF SERVICES

Consultant shall provide the following services upon request of the City of Dillingham:

The Consultant will work directly with the City Manager or designee for the purpose of providing the following grant writing services:

1. Funding Needs Analysis – Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority area, identify changes in funding priority areas, and identify new priority areas for funding.
2. Grant Funding Research – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support the City's funding needs and priorities in the following general areas by way of illustration but not limitation:
  - a. Community/economic development;
  - b. Criminal Justice technology and equipment;
  - c. Fire/emergency medical services technology and equipment;
  - d. Public Safety manpower cost supplement;
  - e. Housing Rehabilitation Programs; including purchase of foreclosed properties;
  - f. Infrastructure construction and maintenance including water, sanitary sewer, and transportation related projects;
  - g. Homeland security;
  - h. Other government technology; and
  - i. Records Management.

On a regular basis, not less than monthly provide City with summaries of potential funding opportunities. Summaries should include, but not limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

3. On-call Grant Research – In addition to the areas defined above, other areas may also be identified by the City throughout the duration of the contract. The scope of work includes researching grant opportunities identified by the City.
4. Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on the behalf of City of Dillingham, including the preparation of funding abstracts, production and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, is to be provided to City of Dillingham. Grant applications are generally approved by the City Council of Dillingham. The Council meets in regular session on the first Thursday of each month. If City Council approval is required, application materials shall be provided to the City Manager's office not later than the Thursday before the meeting.
5. Program and Administration Delivery – Contractor will be required to provide grant Request for Proposals – Grant Writing Services for administrative services; including accounting, filing update reports, and recommending payments of grant proceeds to the City.