

R – 21- 2023 - Resolution to Award A Contract To Municipal Grant Services For Grant Consulting And Project Management

**City Council of the City of Glenarden, Maryland
2023 Legislation**

<u>Resolution Number:</u>	<u>R-21-2023</u>
<u>Sponsor:</u>	<u>Derek Curtis, II Council President</u>
<u>Co-Sponsor:</u>	<u>At the request of the Administration</u>
<u>Public Hearing:</u>	<u>January 17, 2023</u>
<u>Regular Session:</u>	<u>January 23, 2023</u>
<u>Date of Introduction:</u>	<u>January 9, 2023</u>

Resolution To Award A Contract To Municipal Grant Services For Grant Consulting And Project Management

WHEREAS, The City of Glenarden’s Administration recognizes the need to consult with a professional grant writer and project manager to secure local, state, and federal grants that may be available to the City.

WHEREAS, Municipal Grant Services has shown to be the most responsive bidder; and

WHEREAS, the City Administration staff has negotiated a contract with Municipal Grant Services, a copy of which is attached as Exhibit A; and

WHEREAS, pursuant to the contract Municipal Grant Services will provide local, State, federal, or Other grant source consulting, drafting, monitoring, and project management for the set price of \$3,750.00 per month.

WHEREAS, in accordance with Charter Section 823, The Administration recommends, that it is in the public’s best interest that the Consultant Agreement with Municipal Grant Services, in substantially the form as attached, be approved by the City Council and that, the Mayor or Council President be authorized to sign on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 23rd day of January 2023 as follows:

1. That the Consultant Agreement, in substantially the form as attached as Exhibit A be and it is hereby approved;
2. That the Mayor or Council President be and is authorized to sign the Consultant Agreement in substantially the form as attached.
3. Payment for services shall be taken from the American Rescue Plan line item 20.38.10.7130
4. This Resolution shall take effect immediately upon passage.

Exhibit A – Consultant Agreement

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COUNCIL OF THE CITY OF GLENARDEN:

Derek D. Curtis, II, Council President

Angela D. Ferguson, Council Vice President

Erika L. Fareed, Councilwoman

James A. Herring, Councilman

Kathleen J. Guillaume, Councilwoman

Maurice A. Hairston, Councilman

Robin Jones, Councilwoman

ATTEST:

Regis Bryant, Acting City Manager

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I HEREBY CERTIFY, that on the 23rd day of January 2023 with ____ Yes
____ No and ____ Abstention(s) that the Resolution was Approved.

Robin Bailey-Walls, Acting Council Clerk

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this _____ day of _____.

CLIENT

City of Glenarden
8600 Glenarden Pkwy
Glenarden, MD 20706

(the "Client")

CONSULTANT

Municipal Grant Services
42988 Fairgrounds Rd, Leonardtown,
Maryland 20650

(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - Local, State, Federal, or Other Grant source consulting, drafting, or monitoring
 - Project Management
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client. The Contract Manager and consultants point of contact is identified is Chief Regis Bryant.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

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4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 90 days' written notice to the other Party.
 5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
 6. This Agreement may be terminated at any time by mutual agreement of the Parties.
 7. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

10. The Consultant will charge the Client for the Services at the rate of \$3,750.00 Monthly
11. Invoices submitted by the Consultant to the Client are due Net 30.
12. The Consultant will be reimbursed for reasonable expenses incurred in connection with providing the Services of this Agreement upon mutual agreement with the Client.

INTEREST ON LATE PAYMENTS

13. Interest payable on any overdue amounts under this Agreement is charged at a rate of 5.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that

Confidential Information could reasonably be expected to cause harm to the Client.

15. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
18. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

19. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

20. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

21. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third-party sub-contractor to perform some or all the obligations

of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

22. If the Consultant hires a sub-contractor:

- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

- 23.** Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

- 24.** Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

- 25.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

- 26.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. City of Glenarden
8600 Glenarden Pkwy, Glenarden, MD 20706
- b. Municipal Grant Services
42988 Fairgrounds Rd, Leonardtown, Maryland 20650

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

28. Client is responsible for providing necessary documents/materials, etc. in a timely manner. The client, City of Glenarden, is responsible for providing any documents, data, materials, and review, including log in codes for electronic submissions, that are necessary not only to complete the grant application, but also to submit it.
29. Consultant is an independent contractor. Municipal Grant Services is a freelance consultant with the client is as an independent contractor and not an employee. Sub-Contractors, Employees of Municipal Grant Services, and Municipal Grant Service, and are wholly separate from the City of Glenarden. Municipal Grant Services will be furnished a 1099 based on the Tax Year.
30. The Consultant has no control over any funds awarded. Municipal Grant Services will not have control or take custody of any money awarded and the City of Glenarden will always maintain full control of the contribution. A grant award is a contract between the funder giving the money, and the organization receiving it to use that money in the manner specified in the grant.
31. Consultant will not receive any compensation based upon a percentage of the contribution awarded from grants. This does not prohibit funding the consulting agreement with already establish grant funding.
32. No guarantee of outcome. There is no guarantee that any grant proposal will be awarded. There are many factors that go into a grant award which are out of the grant writer's control. All one can do as the writer is to guarantee a well written proposal. After that, it is out of the consultant's hands. All decisions are based solely on the funder.

MODIFICATION OF AGREEMENT

33. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

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34. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

35. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

36. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

37. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

40. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland.

SEVERABILITY

41. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

42. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____.

City of Glenarden

Per: _____

Name: _____

Municipal Grant Services

Per: _____

Name: _____