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CC-55

CITY COUNCIL MEETING
JULY 18, 1984

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AGREEMENT WITH
INTERNATIONAL
SYSTEMS, INC.
APPROVED

Following introduction of the matter by Staff, Council discussion, and questions being posed to a representative of the subject company, Council, on motion of Mayor Snider, Olson second, approved an Agreement with International Systems, Inc., to seek and apply for State, Federal, and private foundation grants for the City of Lodi at an annual fee of \$28,000 and authorized the Mayor and City Clerk to execute the agreement on behalf of the City.

The motion carried by the following vote:

- Ayes: Council Members - Olson, Reid, and Snider (Mayor)
- Noes: Council Members - Hinchman
- Absent: Council Members - Pinkerton

July 18, 1984

Mr. George Ellman
Vice President
International Systems, Inc.
4501 Circle 75 Parkway, N. W.
Suite 6270
Atlanta, Georgia 30339

Dear Mr. Ellman:

Enclosed herewith please find fully executed Agreement between International Systems, Inc. and the City of Lodi, California which was approved by the Lodi City Council at its Regular Meeting of July 18, 1984.

Also enclosed please find check in the amount of \$28,000, which represents the annual fee for services to be provided under this Agreement.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche
City Clerk

AGREEMENT BETWEEN
INTERNATIONAL SYSTEMS, INC.

AND

CITY OF LODI, CALIFORNIA

THIS AGREEMENT, made and entered into between INTERNATIONAL SYSTEMS, INC. (hereinafter referred to as "ISI") and CITY OF LODI, CALIFORNIA (hereinafter referred to as "CLIENT").

W I T N E S S E T H :

WHEREAS, ISI is in the business of providing professional assistance, including information, research, technical assistance, and grant application preparation to governmental authorities to determine the availability of, and to assist in securing additional federal, state, and private foundation grants and loans; and

WHEREAS, CLIENT is desirous of engaging the services of ISI to obtain professional assistance, and to determine the availability of and to secure additional federal, state, and private foundation grants and loans;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1.

TERM. This Agreement will become effective as of the date on which the latter of the parties hereto executes this Agreement and shall remain in effect until the 365th day thereafter, except as otherwise provided herein.

2.

SERVICES. ISI will provide the CLIENT with the following services (hereinafter collectively referred to as the "Services"):

A. Computerized Grant Scan based on the CLIENT's answers to ISI's profile questionnaire;

B. Monthly newsletter, or "Grant Grams" to provide current information on grant and loan programs;

C. Special detailed reports on federal, state, and private foundation grants and loans of particular interest to the CLIENT;

D. Unlimited access via toll-free WATS lines by the CLIENT to ISI's program specialists and research and information staffs;

E. Monitoring and analysis of all pertinent legislation relative to CLIENT's needs;

F. Assignment of ISI personal representative to coordinate CLIENT's requests and needs with ISI program specialists, grants-writing, research and information staffs;

G. Technical assistance in all federal, state, and private foundation grant and loan applications prepared by the CLIENT's staff, if requested in a reasonable period of time prior to submission;

H. Preparation of all federal, state, and private foundation grant and loan applications the CLIENT authorizes ISI to prepare which the ISI staff determines to have a good probability of being approved; and

I. At no additional cost, continuous preparation of all federal, state, and private foundation grant and loan applications that the CLIENT authorizes ISI to prepare which the ISI staff determines to have a good probability of being approved, even after grants have been approved for CLIENT and the terms of the guarantee have been satisfied.

3.

COMPENSATION. In consideration for the Services rendered by ISI, CLIENT agrees to pay ISI an annual fee of \$28,000, payable upon execution of this Agreement.

4.

GUARANTEE. ISI agrees that if, as a result of the Services performed by ISI, the CLIENT does not receive revenues or "approved grants", as hereinafter defined, in an amount at least equal to the compensation set forth in Paragraph 3, above, during the one year period in which the Agreement is in effect, ISI will continue to provide Services to the CLIENT until revenues or "approved grants" are received in an amount at least equal to the compensation set forth above. In order to activate the provisions of the guarantee, CLIENT has an affirmative obligation to notify ISI, by registered letter, return receipt requested, received no later than the 10th day of the 12th month of this Agreement, that the CLIENT has not received revenues or "approved grants" in an amount at least equal to the compensation as set forth above. If said notice is timely received by ISI, the guarantee will take effect and ISI will continue to provide services to the CLIENT, at no cost to the CLIENT, until such time as CLIENT receives revenues or "approved grants", in an amount at least equal to the compensation as set forth above.

Should ISI reach the conclusion that ISI is unable to generate any revenues or "approved grants" on behalf of the CLIENT, ISI will refund the difference between the fee paid and the revenues received or grant applications approved.

Revenues received by the CLIENT from grants currently being received by the CLIENT without ISI assistance are not to be computed in determining the new revenues or "approved grants" identified above.

5.

AFFIRMATIVE OBLIGATIONS.

A. ISI agrees to pursue only those funding programs which the CLIENT's "official" representative directs ISI to pursue. ISI will identify those funding programs which it believes are capable of generating revenues for the CLIENT and the CLIENT shall respond in writing within 20 days from receipt of said notice and direct ISI to either proceed to pursue those programs or not to proceed to pursue those programs.

B. The CLIENT shall, on the date of the execution of this Agreement, designate at least one person to act as its "official representative", which representative shall have complete authority to transact business with ISI.

C. ISI shall be granted reasonable direct access to the "official representative" and the CLIENT's elected officials for the purpose of obtaining decisions and making regular progress reports.

D. The CLIENT shall use its best efforts to cooperate with ISI in the furnishing of all documents, financial information and other materials necessary for ISI to perform its Services for the CLIENT, and will, upon demand by ISI, provide a list of all grants and loans received by the CLIENT.

6.

DEFINITIONS. For the purpose of this Agreement, the following definitions shall apply:

A. "Approved grants" shall mean those funds which, though not yet received by the CLIENT, have been approved by the disbursing authority.

B. "Official representative" shall mean that individual designated by the CLIENT to transact business with ISI, which individual shall have complete authority to represent and bind the CLIENT.

MISCELLANEOUS.

A. This Agreement contains all of the terms and conditions agreed upon by the parties.

B. Every notice, request, or statement provided for in this Agreement, shall be in writing directed to the party to whom delivered at such party's address as follows:

If to ISI: INTERNATIONAL SYSTEMS, INC.
4501 Circle 75 Parkway, NW
Suite 6270
Atlanta, Georgia 30339

If to CLIENT: CITY OF LODI
P.O. Box 320
Lodi, California 95241

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the dates indicated below.

INTERNATIONAL SYSTEMS, INC.

BY:

[Handwritten signature]

Date signed by
ISI: June 27, 1984

ATTEST:

[Handwritten signature]

CITY OF LODI, CALIFORNIA

CLIENT:

City of Lodi

Date signed by
CLIENT: July 18, 1984

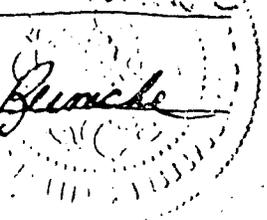
BY:

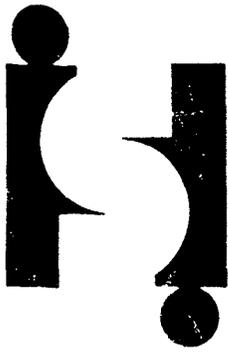
[Handwritten signature]

Mayor

ATTEST:

[Handwritten signature]
City Clerk





International
Systems,
Inc.

4501 Circle 75 Parkway, N.W. • Suite 6270 •
1-800-241-1852

June 27, 1984

Snider

RECEIVED

1984 JUN 30 3:31
Atlanta, Georgia

ALICE M. REIMCHE
CITY CLERK
CITY OF LODI

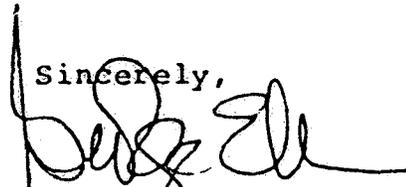
Mr. Randy Snider
City of Lodi
221 W. Pine Street
P. O. Box 320
Lodi, CA 95241

Dear Mr. Snider:

Per our conversation of June 27th, enclosed are two signed contracts.

Please review the contract and Teresa Osborn will contact you soon to confirm her trip to Lodi on July 17th.

Sincerely,



George Ellman
Vice President

GE/es

Enclosure: Contract