Agenda Report Reviewed by:
City Manager:

#### CITY OF SEBASTOPOL CITY COUNCIL AGENDA ITEM

Meeting Date:	December 20, 2022
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**To:** Honorable City Councilmembers

From: City Administration

Subject: Award of Contract: Comprehensive Grant Writing Services

**Recommendation:** That the Mayor and City Council Approve and Authorize Issuance of the Request for

Proposal

Funding: Currently Budgeted: X Yes No N/A

Net General Fund Cost: N/A

Amount: \$60,000.00

Account Code 100-00-00-4210/Costs authorized \$60,000 in City Approved Budget (if applicable) <u>AK</u> (verified by Administrative Services Department)

#### INTRODUCTION/PURPOSE:

This item is to request that the City Council Consider and Approve Award of Contract to California Consulting for Comprehensive Grant Writing Services and Authorize the City Manager or his designee to execute the contract with a not to exceed amount of \$60,000.

#### BACKGROUND:

The City has historically relied on more common grant finding and grant writing activities to seek appropriate grant funding for its projects/activities, with each department researching and/or learning of grants that are available through their own operational and association contacts.

In the FY 2022-2023 City of Sebastopol approved budget, the City approved \$60,000 for a grant writer. The City is seeking a contract with an individual or firm specializing in the management of the overall grant writing process including assisting the City to maximize the benefits of grant funding. The purpose of the grant writer is to select either a candidate(s) or firm(s) who can identify high yield grant funding opportunities for the City, research, write, and present grant proposals to address City priorities, including service delivery and capital infrastructure improvements, and manage and administer grants, including reporting support and training. The City's goal is to hire consultant(s) to help the City secure funding for priority services and projects that the City would otherwise not be able to fund using local tax or rate payer dollars.

On September 20, 2022, the City of Sebastopol City Council authorized the release of a Request for Proposals (RFP) for comprehensive grant writing services seeking qualified individuals or firms to assist the City in researching and identifying potential grant opportunities and general grant writing services associated with the completion and submission of grant applications.

The scope of the work in the Request for Proposals included:

- a. Funding needs analysis Work with City departments to assess current funding priority areas and identify new priority areas for funding.
- b. Grant funding research Conduct research to identify grant resources that support the City's funding needs and priorities, and facilitate go/no go decision making on project topics that include but are not limited to:
  - Homelessness

- Major and minor municipal infrastructure capital projects and maintenance
- Workforce/Staffing development
- Renewable energy, battery storage, microgrids, building and transportation electrification /Electric Vehicle Charging site installations
- Parks, recreation, open space, trails, ecosystems, and habitat
- Climate resilience
- Fire resiliency, vegetation planning/management
- Flood mitigation, and other hazard mitigation grants
- Community and Economic Development/Municipal Planning
- Criminal Justice Technology and Programs
- Transportation and Transit Systems
- Geographic Information System (GIS)
- Information Technology and Security
- c. Grant proposal development Provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including, but not limited to the preparation of funding abstracts and submittal of applications.
- d. Grant management and grant administration Upon award of grant, provide grant management and administration services, including but not limited to budgeting analysis, reporting and training.
- e. Grant writing and administration training Provide grant training services, including grant writing, go/no-go decision-making opportunities, monitoring and reporting.

The awardee would work for all departments, but the City Administration will be the overall authority over this contract, with scope of work provided by Department Directors depending on the Subject of the Grant.

#### **DISCUSSION**

The City of Sebastopol distributed the Request for proposals to Multiple Grant Firms. Upon the deadline, the City received three gualified:

- 1. Townsend Public Affairs
- 2. Grant Management Associates
- 3. California Consulting

All three proposals were considered responsive to the request for proposals. A panel was then comprised to interview the three proposers. The panel consisted of the following:

- City Manager/Attorney Larry McLaughlin
- Assistant City Manager/City Clerk Mary Gourley
- Police Chief Ron Nelson
- Administrative Services Director Ana Kwong
- Phoebe Golden, Planning Intern/Civic Spark Fellow
- Steven Pierce, Climate Action Committee
- Rebecca Crow, GHD Grant Writer

Based upon the interviews, the panel was in unanimous agreement to recommend California Consulting for Award of Contract for Comprehensive Grant Writing Services.

#### Analysis:

California Consulting is the largest grant writing firm in California and has been successful in writing thousands of grant applications, securing over \$1.6 billion in funding for agencies throughout the state since their founding in 2004. They have extensive experience in identifying, researching, and obtaining funding for all types of government entities. California Consulting is comprised of 26 team members and provides services to 80 public agencies across the state.

The firm practices a full-service approach to working with its clients, starting with a needs assessment, and then bringing grant opportunities to the City for review. When potentially helpful, they arrange for their clients to meet directly with Grantors, to both establish relations between the City and the Grantors, and to help identify which grant programs are best suited to their client's needs. The firm provides grant writing and submission services (assisted by City Staff), and when grants are awarded, they assist in administering the grant, as well as in post-grant administration work. Taking an active role through the entire process is intended to not only find, win and properly administer grants, but to also ensure the client develops a good working relationship with the Grantor, and that the grantor is encouraged to consider the City for future grants.

California Consulting has made a commitment to the City of Sebastopol to research and apply for grant opportunities, assist with post award grant management, analyze existing unfunded projects to determine the best strategies for funding, and serve as a as a liaison between the City of Sebastopol and County/State/and Federal agencies. They will provide the City with thorough "Monthly Grant Reports", that includes updates on grant application progress as well as monthly update meetings with the Department Directors and City Administration.

#### For informational purposes, a recap of the panel comments is listed below:

- They only focus on grant writing and are the largest in the state.
- Extensive client list from municipalities statewide.
- Almost two decades of experience.
- \$1.6 billion in awards with 80% of that for State and Federal Apps.
- They cater to the uniqueness of each client.
- The use of scoring rubrics and the "Go/No Go" tool to determine if the application should proceed (saves staff time for city and time and money spent).
- They have a fee structure standardized.
- Passionate about obtaining funds for their clients for community benefit.
- They stressed community engagement as a primary strategy, developing MOU's, budget development.
- They are involved in all aspects of the process.
- Multiple levels of feedback during the application process.
- They develop a grant writing schedule that covers at least a year at a time.
- The least expensive applicant of the three proposals, and the most transparent on fees and estimated cost
- They claim a success rate of over seventy percent.
- Of the three proposals, the team has the most experience focusing on California while serving the widest range of California applicants.
- They gave the most detailed answers to our questions, and they gave the strongest responses to the needs assessment and community engagement questions.
- They also indicated that matching requirements for grants are not so hard and fast if the city doesn't have the resources for the match.
- This team appeared to have the most passion, focus, and the easiest team to work with.
- Emphasized importance of community engagement work and described how they would support by developing materials and helping with meetings.
- Only candidate I recall mentioning that they would start by looking at the City's General Plan and other adopted plans, which is key and can help reduce staff time to communicate priorities.
- Said they could help with getting projects ready to apply for funding as well as grant administration and post-award compliance.
- Focused on personal approach, getting to know City needs and priorities.
- Honest about the potential need to include loan funding as part of the portfolio, but able to key in on potential distressed community factors.
- Proposed a PM that will be the primary point of contact for the City to ensure consistency
- Proposed monthly grant summary report including on-going and upcoming grants and status

- Strong on Disadvantaged Community Involvement (DAC) angles for grant scoring, including EJ 40
  (Justice40 Initiative to confront and address decades of underinvestment in disadvantaged communities)
  and CalEnviroScreen. (CalEnviroScreen is a screening tool used to help identify communities
  disproportionately burdened by multiple sources of pollution and with population characteristics that
  make them more sensitive to pollution)
- Full-service firm that can support grant administration post-award
- Closed with transparency about the personal involvement of staff in every grant application.

#### City Council / General Plan Goals:

This item reflects the City Council Goals and Values as listed below:

The City of Sebastopol is committed to maintaining a high quality of life for current and future members of our community, through excellent public service and careful stewardship of its financial, human, and natural resources.

Goal 1. Maintain the long-term financial stability and sustainability of the City of Sebastopol and Operate City government in a fiscally responsible and responsive manner

Goal EV 7: Maintain a Stable and Self-Sustaining Fiscal Base in Order to Generate the Resources Necessary to Provide Desired City Services and Support New Growth that is Consistent with the City's Values and Goals Goal 5 - Provide Open and Responsive Municipal Government Leadership

#### **ENVIRONMENTAL REVIEW:**

Council receipt of this item is not a project under the California Environmental Quality Act (CEQA) and is therefore Exempt from CEQA.

#### **PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comments from interested parties following the publication and distribution of this staff report such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the "Public Comment" portion of the City Council discussion of this item.

#### PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date. Information about the agenda item (link to the City Council meeting page) is also disseminated via the City's Constant Contact, posted to the City's website and posted to the Display Board at City Hall).

#### FISCAL IMPACT:

The consulting service has an approved budget of \$60,000 for FY 22-23 in Account Number 100-00-4210 for grant writing services.

California Consulting can also offer full-service grant writing services for both hourly and per grant application as detailed in this Request for Proposal for the City of Sebastopol at the rate of \$150.00 per hour plus reimbursement of reimbursable expenses. All invoices are subject to 30-day terms.

#### Pricing Option 1 - Hourly Rate

Staff Name/Position	Hourly Rate
Ashley Ramsey, David Marquez, Karen Simpson, Jaimie Lewis, Cecily Harris, Michelle Ferguson, Tracy Yassini – Project Managers	\$150.00 per hour
*Reimbursable Expenses	Rates

Mileage (Current IRS Rate)	\$.0625 per mile
Travel Expenses (Tolls, Lodging)	Cost
Copies	\$0.20 per page (Black/White) \$0.40 per page (Color)
Courier Service	Cost
Postage, Binding, Conference Calls, Overnight Courier	Cost

<sup>\*</sup>Costs incurred for copies, binding, and overnight courier are only incurred if the granting agency requires the application be submitted as a hard copy rather than submitted online.

#### Pricing Option 2 - Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out-of-pocket expenses. The following is a breakdown of the cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

<sup>\*</sup>Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, the client may specify a "not to exceed" amount.

Based upon the financial fee recommendations provided, the City is recommending pricing option 2 with a contract not to exceed \$60,000. City staff will conduct review of the price per grant after a six-month period to review grant applications submitted/ grant amount requests cost to consultant to ensure this is the best model for the City.

#### RECOMMENDATION

Staff is recommending that the City Council approve and authorize the City Manager to execute contract for Grant Writing Services for a not to exceed amount of \$60,000 with Pricing Option Number 2 – Per Grant Fee Structure.

#### Attachment:

Request for Proposal Contract /Proposal Submitted from California Consulting Resolution



#### **REQUEST FOR PROPOSAL**

**Comprehensive Grant Writing Services** 

#### PROPOSALS ARE TO BE EMAILED ONLY TO:

City of Sebastopol City Hall Office of the City Manager 7120 Bodega Avenue Sebastopol, CA 95472

Email: info@cityofsebastopol.org

PROPOSALS DUE: October 25, 2022

Proposals Are To Be Received No Later Than 5:00 pm

Proposals are to be Emailed Only

#### PURPOSE OF REQUEST FOR PROPOSAL AND GENERAL TERMS AND CONDITIONS

#### a. Purpose of Request of Proposal

The City of Sebastopol is soliciting proposals from qualified candidates for comprehensive grant writing services. The City is seeking a contract with an individual or firm specializing in the management of the overall grant writing process including assisting the City to maximize the benefits of grant funding. The City seeks to augment existing revenue sources with grants for City needs and priorities. The selected firm will make the City aware of grant opportunities and develop professional grant proposals packaged for funding opportunities including, but not limited to, federal, state, foundation, agencies and organizations that support the City's funding needs and priorities. The selected firm will manage grants that have been awarded as needed.

The selected firm or firms will work with the City Manager's Office as well as individual Department Directors dependent upon the scope of work and nature of grant.

#### b. Questions Regarding the RFP

Any questions, interpretations, or clarifications, either administrative or technical, or contractual about this RFP must be requested via email by <u>October 18, 2022 by 5:00 pm.</u>

Questions and additional information may be obtained by contacting:

City Manager Larry McLaughlin or Assistant City Manager/City Clerk Mary Gourley

City of Sebastopol

Info@cityofsebastopol.org

Office Phone: 707 823 1153

Please include RFP Questions Comprehensive Grant Writing Services in the Subject Line

#### c. Delivery of Proposals and Selection Process

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. If you or your firm would like to be considered for this engagement, we invite your response due no later than 5:00 p.m. on October 25, 2022.

Late submission of responses shall not be considered. Submittal of response shall only be accepted by email. All other forms including (mail, fax, walk-in, etc.) are not acceptable. Late proposals will not be accepted.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Proposed services and related pricing and warranties contained in the proposal must be valid for a period of 90 days after the submission of the proposal.

All proposals shall be submitted in a PDF file format by email only to: info@cityofsebastopol.org

A selection committee will evaluate, select and recommend a proposal to the City Council. Following the notification of the selected individual or firm, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **Tuesday**, **November 15**, **2022** meeting.

Please ensure the RFP contains one primary point of contact for all questions, responses or requests for information.

#### d. Rejection, Property of Proposals, Proposer's Costs and Confidential Material

The City reserves the right without prejudice to reject any or all proposals submitted. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, and to allow corrections of errors or omissions. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Proposals become the property of the City and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award.

Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the individual or firm selected. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Proposer must notify City in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. City shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

#### e. Cancellation

This solicitation does not obligate the City to enter into an agreement. The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP, however, the City reserves the right to cancel, modify the activities, time line, or any other aspect of the process at any time, as deemed necessary by City staff.

#### f. Term of Engagement

It is the intent of the City to contract for grant writing services presented herein for one year from the execution of the contract. Additional year or years will be reviewed during the City's Fiscal Year budget process.

#### 2. NATURE OF SERVICES REQUIRED, MINIMUM QUALIFICATIONS, PROPOSAL REQUIREMENTS

#### a. Scope of the Work to be Performed

The following are typical services and/or items the successful consultant will be required to provide the City if it is awarded the contract and should be addressed in the proposal. Firms or individuals submitting a response to this RFP shall provide the City with a detailed description of the work that will be completed using this Scope of Work as a guide.

- 1. Funding needs analysis Work with City departments to assess current funding priority areas and identify new priority areas for funding.
- 2. Grant funding research Conduct research to identify grant resources that support the City's funding needs and priorities, and facilitate go/no go decision making on project topics that include but are not limited to:
  - Homelessness
  - Major and minor municipal infrastructure capital projects and maintenance
  - Workforce/Staffing development
  - Renewable energy, battery storage, microgrids, building and transportation electrification /Electric Vehicle
     Charging site installations
  - Parks, recreation, open space, trails, ecosystems, and habitat
  - Climate resilience
  - Fire resiliency, vegetation planning/management
  - Flood mitigation, and other hazard mitigation grants
  - Community and Economic Development/Municipal Planning
  - Criminal Justice Technology and Programs
  - Transportation and Transit Systems
  - Geographic Information System (GIS)
  - Information Technology and Security

- 3. Grant proposal development Provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including, but not limited to the preparation of funding abstracts and submittal of applications.
- 4. Grant management and grant administration Upon award of grant, provide grant management and administration services, including but not limited to budgeting analysis, reporting and training.
- 5. Grant writing and administration training Provide grant training services, including grant writing, go/no go decision making opportunities, monitoring and reporting.
- 6. 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.
- 7. Reviewing application guidelines and preparing a timeline and chart of tasks for grant submissions.
- 8. Writing all sections of the grant application.
- 9. Ensuring letters of support and other required certifications or documents are submitted with the grant as described on grant guidelines.
- 10. On call grant research Additional areas may be identified based on a needs analysis process and throughout the duration of the contract.
- 11. Grant Proposal Development Provide grant proposal writing services associated with the completion of grant applications on behalf of a City, including the preparation and completion of all documentation required for submittal of applications to funding sources. An electronic copy of each grant application submitted shall be provided to the City.
- 12. Monthly Reports The successful consultant shall submit monthly report to the City summarizing the amount of time expended and described activities undertaken during the previous month.

#### b. Minimum Qualifications

Proposers wishing to respond to this RFP should meet the following minimum qualifications.

- 1. Excellent written and verbal communication skills.
- 2. Highly organized with the ability to manage prospects, identify new grant opportunities, and evaluate eligibility criteria against City needs.
- 3. Proficient in research, interpreting research, and analyzing data.
- 4. Must demonstrate a proven track record of successful grant writing results for federal, state, and/or local grant applications.

#### c. Proposal Requirements

Proposers must submit a detailed proposal which includes, at minimum, the following:

- 1. Define the methodology/approach to be used to identify the needs of the City which would be eligible for funding through grants.
- 2. Detail the procedure you would utilize in identifying grants which would address the needs identified in the Scope of Work.
- 3. Generally, detail the involvement and role of City staff and City resources in the grant writing process. Describe, in detail, the process you would utilize to prepare the actual grant application.
- 4. List your experience in the identification and preparation of grants for municipalities. Specifically, detail your experience with federal and state grants for public safety agencies (police and fire), infrastructure improvement (water, wastewater, and roads, public facilities), parks/recreation, housing / homeless services, technology, community development and capital assets
- 5. Provide a description of how successful completion of the project will be evaluated and demonstrated.
- 6. List up to five (5) funded grants, which you developed detailing the funding source, amount requested and amount funded. A copy of a grant application submitted within the last two years may be provided to the City.
- 7. Describe the background, experience and qualifications of the person(s) who will act as the grant writer and the qualifications of any staff who will assist with the preparation of grant applications (include their role, education, relevant experience and related qualifications)
- 8. Provide at least three (3) references including the name of contact, affiliation, address, direct telephone number and email address.

#### d. Cost of Proposal:

Describe in detail the fee structure you propose for providing grant-writing services, including whether costs will be hourly or per grant written and submitted.

A project price structure must accompany the proposal detailing specific amounts for personnel services (salaries and fringes) and operations.

- 1. Include fees for all services to be provided on a monthly retainer basis, to include sub-consultants, travel, and expenses.
- 2. State the terms of payment (milestone dates for fixed fees, frequency of invoices and due dates, etc.)
- 3. Proposal may include "additional" service costs that are listed as optional within this RFP or not expressly listed. Must be a separate line item.
- 4. Costs should be provided separately for each component, if submitting proposals for multiple components.

#### e. Proposal Form

Interested firms must submit <u>one (1) electronic proposal by October 25, 2022</u> No Later Than 5:00 pm to be considered. Each proposal must include:

1. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts and the name and telephone number of a contact person, if different from the signatory.

2. Title Page

Proposals must include a title page that includes the RFP subject, the name of the firm, local addresses, telephone number, name of contact person, and the date.

3. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

4. Company/Firm Information/Individual

Company/Firm: Proposals must provide the name of the business entity (including any fictitious business names), details of the entity's business structure (i.e., corporation, partnership, LLC), statement(s) on financial integrity of all entities related to the company/firm or joint venture that will be involved in the contract, the location of offices, and the number of employees currently in the company/firm.

- 5. Individual: Proposals must provide name of individual, location of office, any persons involved in the contract.
- 6. Qualifications and References
  - a. Qualifying Experience Firm: Describe the firm's qualifications specific to preparing its proposal and associated activities for other communities or projects. Examples of reports or other deliverables for similar projects completed by the staff assigned to this project should be submitted as supplemental materials, along with descriptions of the roles of the assigned staff on those projects.
  - b. Qualifying Experience Professionals: Provide the name and title of the Managing Principal representative for the coordination and execution of work, other key professional(s), and any other professionals that will be assigned in a significant role to this contract including resumes (not exceeding 3 pages) of education, experience and qualifications related to experience, contact information, and their area of responsibility in servicing the contract. Do not include information on professionals who will have no or minimal roles on the project
- 7. Project Approach

Respondents shall describe their approach to the project in sufficient detail to provide the City with a good understanding of how the work will be accomplished and the expected deliverables. This should include proposed steps in research and analysis. This should also include a work plan and realistic schedule with a minimum of one week time for City review and comment on draft work products.

8. Business References

Provide a minimum of three (3) business references from clients that are governments or quasigovernment in nature for projects most similar to the one requested here, and conducted by the staff assigned to this project. Identify the client as either a 1) government entity or 2) corporate client.

9. Conflict of Interest

Proposer must represent that it does not have any interests that would conflict with the City or be affected by the performance of services for the City. By submittal of a proposal, the Respondent, its employees and agents, acknowledge their understanding of the provisions regarding conflicts of interest and/or influence arising from this project.

10. Insurance

Proposals must include a statement attesting to capacity to meet/comply with the minimum insurance requirements for the City.

#### 3. EVALUATION AND AWARD CRITERIA

#### a. Evaluation Method

The selection of the Consultant to provide grant writing services to the City will be based on a comprehensive review of the qualifications as presented in this proposal, overall price and cost to the City, the experience and success of the Consultant in providing similar services to similar clients, the firm's ability to provide the services outlined in the RFP, and an evaluation of the firm's ability to be a good business partner with the City.

Proposals will be reviewed and evaluated by a selection committee comprised of the City Manager, Assistant City Manager, Administrative Services Director, and Department Directors as selected by City Management. Award will be made in the best interest of the City of Sebastopol.

#### b. Evaluation Criteria

The proposals will be evaluated and ranked in accordance with the evaluation criteria described below and listed in the scope of work above.

- 1. Experience of key individual(s) assigned to the contract.
- 2. Experience of firm in performing this type of service.
- 3. Understanding of project as demonstrated by the thoroughness of the proposal, the introduction of innovative or cost-saving ideas, and approach.
- 4. References from clients for whom similar work was performed.
- 5. Project schedule and depth of staff available to perform services.
- 6. Estimate of resources necessary to perform services.
- 7. Total project cost

#### 4. The preliminary project schedule is as follows:

Issue Request for Proposal (RFP)
 Deadline for inquiries
 Deadline for Response to inquiries
 Proposals due by
 Interviews (may or may not be required)
 September 21, 2022
 October 11, 2022
 October 18, 2022
 Week of October 31, 2022

• Negotiate a contract Week of November 7<sup>th</sup>, 2022

Award contract through City Council
 November 15, 2022

The proposal and any questions regarding this request for proposals should be forwarded to the City of Sebastopol City Manager's Office at the following address:

City of Sebastopol City Hall Office of the City Manager 7120 Bodega Avenue Sebastopol, CA 95472

Email: info@cityofsebastopol.org

### REQUIREMENTS OF THE SUCCESSFUL FIRM:

#### **Contracting Guidelines**

The firm shall be responsible for complying with the following contracting guidelines:

- 1. Consultant shall obtain a City of Sebastopol business license.
- 2. Consultant will comply with all applicable laws, rules & regulations including, but not limited to, the requirements of Labor Code §3800 regarding workers' compensation insurance
- 3. Consultant shall comply with City of Sebastopol Insurance (Requirements Attached)

The proposing firm shall demonstrate, in both the proposal and through past practice, as verified through reference checks, a commitment to the City as a client, respecting the City's interests through listening and understanding of needs.

#### **Acceptance of Terms**

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in the RFP unless otherwise expressly stated in the proposal.

#### Right of Rejection by the City

Notwithstanding any other provisions of this RFP, the City reserves the right to reject any and all proposals and to waive any informality in a proposal.

#### Financial Responsibility

The proposing firm understands and agrees that the City shall have no financial responsibility for any costs incurred by the proposing firm in responding to this RFP.

#### Negotiation and Award

The selected firm shall be required to enter into a written contract with the City of Sebastopol, similar to the attached. Any requests for changes to the City standard contract shall be raised prior to selection. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract; however, the City reserves the right to further negotiate the terms and conditions of the contract with the selected firm.

#### Binding Offer

A signed proposal submitted to the City in response to this RFP shall constitute a binding offer from Respondent to contract with City according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to City.

#### **Contract Arrangements**

A copy of the City's Master Services Agreement and contract provisions, including the City's insurance requirements, is incorporated into the RFP as an Exhibit. The selected Respondent will be required to maintain insurance coverage, during the term of the contract, at the levels described in Exhibit of the Master Services Agreement. Respondent agrees to provide the required certificates of insurance and endorsements within ten (10) days of City's notice that it is the successful Respondent.

The successful Respondent may be required to enter into an agreement with the City within 10 days Of Notice of the City's Intent to Award. A sample agreement is attached to this RFP. If an Agreement on terms and conditions acceptable to the City cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the City, the City reserves the right to retract any Notice of Intent to Award and proceed with awards to other Respondents.

#### **Public Records**

This RFP and any material submitted by a Respondent in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.) unless exempt by law. Proposals will remain confidential until the City has authorized award of a contract agenda item for City Council decision.

#### ATTACHMENTS

Sample Contract Insurance Requirements

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into thisbetween the City of Sebastopol, a municipal corporation California, hereinafter referred collectively to as "CITY" with principal offices at [address, City State, ZIP], herein	n located in the County of Sono and [Consultant Name], a Califo	ma, State of ornia Corporation
RECIT		·
WHEREAS, CITY has the need for Comprehensive Grant V	Vriting Services; and WHEREAS,	CITY desires to contract for
such services with a private consultant; and		
WHEREAS, CONSULTANT is experienced in providing sucable to provide personnel with the proper experience are involved; and		
WHEREAS CITY wishes to retain CONSULTANT for the pe	erformance of said services;	
NOW, THEREFORE, in consideration of the mutual cover the parties hereto agree as follows:	nants, benefits and premises he	erein stated,
Consultant agrees to perform the services set forth in <b>E</b> . Agreement.	<b>xhibit A, "Scope of Services"</b> an	d made part of this
Consultant shall not be compensated for any services Agreement which are in addition to or outside of those Services, unless such additional services and compensate Council or City Manager of the City.	se set forth in this Agreement	or Exhibit A, "Scope of
The time for completion of services shall be as identified	d in <b>Exhibit A, "Scope of Service</b>	s".
A. Subject to any limitations set forth in this Agreemen Exhibit A "Proposed Pricing", attached hereto and made total of \$accordance with Section 2.	e a part hereof. Total compensa	ation shall not exceed a
B. Consultant shall furnish to City an original i	invoice for all work performed	and expenses incurred

during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by

sub-category), travel, materials, equipment, supplies, subconsultant contracts,

and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

#### SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

- **B.** When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.
- C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
- D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.
- A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.
- C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.
- A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

- **B.** City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.
- A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.
- **B.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.
- A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.
  - C. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

**D.** Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

During the performance of this contract, Consultant agrees as follows:

- A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.
- B. <u>Nondiscrimination Civil Rights Act of 1964</u>. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.
  - C. <u>Solicitations</u> for <u>Subcontractors including Procurement of Materials and Equipment</u>. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager

7120 Bodega Ave

Sebastopol, California 95472

To Consultant: Consultant Name

Address

City, State, Zip Code

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

 ${\bf B.}$  If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:	City:
By:	By:
Name:	Name: Larry McLaughlin
Title:	Title: City Manager
Approved as to Form:	
Ву:	
Name: Larry McLaughlin	
Title: City Attorney	



#### **EXHIBIT B**

# City of Sebastopol Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than
  - \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - (Not required if consultant provides written verification that it has no employees)
- 4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.
  - If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; <u>and</u> one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

#### Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated;

(2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

#### Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

#### Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

#### Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this		
the City of Sebastopol, a municipal corporation located ir California, hereinafter referred collectively to as "CITY" an Corporation with principal offices at 214 Main Street, Sui City State, ZIP], hereinafter referred to as "CONSULTANT"	nd California Consultin te 102, El Segundo, CA	g [Consultant Name], a California
RECI	TALS:	
WHEREAS, CITY has the need for Comprehensive Grant W for such services with a private consultant; and	riting Services; and WF	HEREAS, CITY desires to contract
WHEREAS, CONSULTANT is experienced in providing such provide personnel with the proper experience and backg	· · · · · · · · · · · · · · · · · · ·	•
WHEREAS CITY wishes to retain CONSULTANT for the per	formance of said servi	ces;
NOW, THEREFORE, in consideration of the mutual covena hereto agree as follows:	ants, benefits and prer	nises herein stated, the parties
Consultant agrees to perform the services set forth in <b>Ex</b> l Agreement.	hibit A, "Scope of Serv	ices" and made part of this
Consultant shall not be compensated for any services of Agreement which are in addition to or outside of those Services", unless such additional services and compensati Council or City Manager of the City.	e set forth in this Agre	eement or <b>Exhibit A, "Scope of</b>
The time for completion of services shall be as identified	in <b>Exhibit A, "Scope of</b>	· Services".
${f A}.$ Subject to any limitations set forth in this Agreement, Exhibit A "Proposed Pricing", attached hereto and made atotal of \$60,000.00, unless additional compensation	a part hereof. Total co	mpensation shall not exceed a
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- **B.** The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.
- C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.
- A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

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- B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.
- A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.
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During the performance of this contract, Consultant agrees as follows:

- A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.
- B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.
  - ${f C}.$  Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager

7120 Bodega Ave

Sebastopol, California 95472

To Consultant: California Consulting

214 Main Street, Suite 102 El Segundo, CA 90245 (323) 728-9002

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

 ${\bf B.}$  If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

This Agreement is subject to the following special provisions: none.

Title: City Attorney

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:	City:	
By: Name: Title:	By: Name: Larry McLaughlin Title: City Manager	_
Approved as to Form:		
By: Name: Larry McLaughlin		





### **REQUEST FOR PROPOSAL**

## **Comprehensive Grant Writing Services**

California Consulting 214 Main Street, Suite 102 El Segundo, CA 90245 (323) 728-9002

www.californiaconsulting.org

Submitted October 25, 2022

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October 25, 2022

City of Sebastopol City Hall, Office of the City Manager 7120 Bodega Avenue Sebastopol, CA 95472

California Consulting, Inc. is pleased to provide this response to the **Request for Proposal for Comprehensive Grant Writing Services** and to introduce the California Consulting Grant Writing Services and Team to the City of Sebastopol.

Founded in 2004, California Consulting, Inc., is the largest grant writing firm in California and has developed expertise in representing municipalities and has extensive experience with federal state, and local grant opportunities. California Consulting has expert skills in effective and persuasive grant writing for Municipalities. Our team has written over 1300 competitive successful federal, state, and private foundation grant applications that have been awarded to our clients. We are honored to provide grant writing services to the following cities of Stockton, Albany, Fairfield, Glendale, Manteca, Newman, Waterford, and the Napa District Attorney's Office among others.

California Consulting has secured over \$1.6 billion through the company's combined efforts as noted on our website <a href="www.californiaconsulting.org">www.californiaconsulting.org</a>. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our grant writers have developed municipal subject matter expertise in writing federal and state competitive applications as evidenced by our many municipal award-winning applications.

California Consulting's main office is located at 214 Main Street, Suite 102, El Segundo, California 90245, and maintains an office in Oakland located at 1999 Harrison, 18th floor, Oakland, California, 94612. The Contact Person authorized to sign and bind the firm in the contract is Steve Samuelian, CEO. He may be reached at (323) 728-9002 or via email at steve@californiaconsulting.org. or, the contact person regarding this RFP is Dan Rodriguez, Director of Operations. He may be reached at (323) 728-9002 or dan@californiaconsulting.org. In addition, California Consulting has a Bay Area office located in Oakland and a Senior Business Associate responsible for our Bay area client relations.

California Consulting does not have any interests that would conflict with the City or be affected by the performance of services for the City. By submittal of a proposal, the Respondent, its employees, and agents, acknowledge their understanding of the provisions regarding conflicts of interest and/or influence arising from this project. California Consulting has the capacity to meet/comply with the minimum insurance requirements for the City.

Warmest Regards,

Steve Samuelian, CEO

### Firm Qualifications

Founded in 2004, California Consulting has offices in Northern, Central and Southern California and is a proud sponsor of Municipal Management Association of Northern California (MMANC), California City Management Foundation (CCMF), and League of California Cities. Steve Samuelian is the owner/founder of California Consulting. We currently have approximately 80 clients statewide consisting of approximately 40 cities, almost 30 school districts, and several non-profit, and private sector clients. We have 44 team members from Chico in the North to San Diego in the South. California Consulting continues to grow and the majority of our new clients come from referrals from existing clients. We have built a solid reputation by effectively communicating with our clients and working hard for them. California Consulting is the largest grant writing firm in California. We have secured over \$1.6 billion for our clients since inception through grant writing and governmental affairs efforts combined. California Consulting is a full-service grant writing firm. We are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and following through after the grant has been submitted. California Consulting subscribes to a wide range of grant sites that allows us to track current and upcoming grants.

Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching and obtaining funding for significant projects at every level of government. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our grant writers are diligent and stay current on every Federal, State, and private grant available on a myriad of different topics and public policy areas. We have written over 1300 competitive successful grant applications that have been awarded.

California Consulting is the leader in the grant writing industry. We have set the standard for the following:

- 1. Thorough knowledge of policy and subject matter grant writing expertise
- 2. Collaborative team approach to grant writing for every client
- 3. Grant advocacy for each client
- 4. Extensive grant administration, grant management, and grant reporting/compliance experience.

California Consulting staff is experienced in all facets of grant research, grant writing, and grant management. We have a thorough understanding of our client's needs through open and continual communication. Our grant writers have almost 400 years of grant writing experience combined. California Consulting works collaboratively with our clients to create a strategy identifying funding opportunities that align with the client's needs, whether it's at the Federal, State, or Private level.

California Consulting works collaboratively with our clients to create a strategy identifying funding opportunities that align with the client's needs, whether it's at the Federal, State or Private Foundation level. California Consulting is committed to the following:

- Identifying client projects and pairing those projects with funding opportunities
- Developing quality grant applications
- Advocating for your grant application during the selection process
- Conducting professional grant reporting, administration, and post-award compliance.

California Consulting Staff meets via Zoom or Conference call with clients to conduct a needs assessment at the outset of the contract in order to identify the client's goals. We are highly experienced and capable of arranging and attending any meetings on behalf of the City. The California Consulting project manager assigned to the City will be the main point of contact. Our team will meet with the Staff immediately and continue to meet with Staff monthly to ensure an accurate and quality work product. As well, California Consulting will submit a written monthly report on the first day of each month to the City to outline all activities conducted for the City during the prior month.

### **Project Management Team**

California Consulting will provide a project management team that will work in collaboration with our project managers to provide full grant writing services. The resumes listed below include qualifications, background, relevant skills, and number of years of experience in providing professional grant writing services.

Steve Samuelian, CEO has held various leadership posts during a career spanning over 37 years. Steve was born and raised in the L.A. area and began his political and civic involvement in Los Angeles in 1982. In January 1995, Steve was appointed as Field Director for Congressional District 19. He was later promoted to District Director overseeing the 19th Congressional District Office staff and District operations for the Congressional office, where he served in this capacity for 8 years. In 2002, Steve was elected to the California State Assembly representing the 29th Assembly District. He was appointed to the Assembly Appropriations Committee by the Speaker and served as the Vice-Chairman of the Assembly Elections and Redistricting Committee. Currently, Steve is elected to the Board of Directors of the L.A. County Business Federation (BizFed) where he is an elected Executive Committee Member serving as an Officer for one of the largest business organizations in the U.S. Additionally, Steve has been the recipient of several different awards from the L.A County Business Federation (BizFed) including the "Ambassador of the Year" award in 2018. BizFed is one of the nation's largest and most prominent business organizations with many Fortune 500 corporate members. Steve serves as the Co-Chair of the USC Unruh Institute Ambassador Program http://dornsife.usc.edu/unruh/ambassador-press- release/. In January 2020 Steve was appointed as Vice-Chairman of the Athenian Leadership Council, the primary fundraising organization for the USC Sol Price School of Public Policy. In January 2019, Steve served as the Host Committee Chairman for the USC Sol Price School of Public Policy 90th Anniversary Gala at L.A. District Hall. The Price event was attended by hundreds of USC alumni, supporters, and several prominent elected officials. In 2017, Steve was asked to speak to Master's Degree students at the UCLA Luskin School of Public Affairs and also moderated a panel sponsored by UCLA Luskin in 2016 dealing with the topic of Economic Development in L.A. County. In 2018, Steve was the recipient of an "Outstanding Achievement" award presented to him by the Consulate of the Republic of Armenia in Los Angeles. Steve has served on the Board of Directors of a Chamber of Commerce, a County United Way, and a Crime Stoppers organization. He has also been quoted in national, state, and local print and electronic media outlets regarding a variety of public policy issues. He has been a guest speaker for many associations (partial list) including League of California Cities, Independent Cities Association, Contract Cities Association, California School Board Association (CSBA) and Municipal Management Association of Northern California (MMANC) and others. Steve Samuelian founded California Consulting in 2004 the state's largest grant writing company and the firm quickly established a reputation for hard work and a commitment to success for its clients.

Ashley Ramsey, Senior Project Manager has a Bachelor's of Science in Planning with an emphasis in Regional and Environmental Policy and Planning from the Massachusetts Institute of Technology and has written many federal and state grant application that have been awarded. She has professional experience in health care administration, quality control and regulatory compliance for

biologics, and early childhood education. Ashley also has experience in starting and operating an educational community service organization and a biotech firm, and is interested in transportation planning, social program design, and healthcare access projects.

### **Project Managers**

At California Consulting, we operate using a collaborative team approach to grant writing and grant management. All individuals listed below are highly successful grant writers with an excellent track record. Ashley Ramsey, Senior Project Manager, manages all grant writing efforts and will assist the team whenever necessary.

David Marquez, Senior Project Manager has been with California Consulting for over 8 years. He is focused on developing capacity building and community development-related services on behalf of non-profit agencies, local government, and the private sector to serve the diverse communities of Los Angeles. He has extensive experience and familiarity in the area of community and economic development, social and health services, and planning and land use issues. He has combined his knowledge of varied issues with his experience in policy development, coalition building, grant management, fund development, and local government to develop both strategies for issue-oriented advocacy and program sustainability for his clients. David served as Chief Deputy of Legislation and Policy for former Los Angeles Councilmember Mike Hernandez, where he managed the legislative and planning staff. He began his career as a community organizer, over twenty years ago in East Los Angeles. He graduated from the University of La Verne with a Bachelor of Arts in History and International Studies.

Karen Simpson, Senior Project Manager has been with California Consulting for over 5 years and has over 30 years of grant writing experience. She has served in municipal government for almost 30 years in the Cities of Los Angeles and Pomona. Ms. Simpson has garnered her grant-writing skills for federal and state funding opportunities from multiple communities and economic development programs. She has extensive knowledge and training in grant program management, grant research, grant writing, and post-award program compliance. Ms. Simpson is skilled in building collaboration between community-based organizations, faith-based entities, educational entities, and social institutions, which resulted in Federal grant awards totaling \$10.4 million in less than seven years. She has written grants addressing economic development, housing improvement, and lead-hazard control. Ms. Simpson is also a grant consultant for non-profit organizations providing grant writing services, capacity building, and funding strategies to help meet needs in underserved neighborhoods.

Jaimie Lewis, Senior Project Manager has a background in finance and budgeting with over 10 years of grant writing experience. Prior to joining California Consulting, Jaimie served as a grant writer and financial analyst for Omnitrans, San Bernardino County's transportation provider, and assisted with projects for the 5310 program, authored a vanpool grant (CMAQ Funds), assisted with TIGER grant, managed FTA 5307 funds which funded the San Bernardino Transit Center project, assisted with the Metrolink expansion project in the District of Rialto: Sub Recipient Manager for Measure I Funds and performed the milestone reporting for FTA funding. Jaimie's employment history includes work for the County of San Bernardino as a public health grant auditor, the State Agency of Equalization as a sales and

use tax auditor, and as a small business owner for several businesses she founded. Jaimie has extensive knowledge in grant post-award management and milestone reporting, worked with many municipalities and numerous non-profits in the Southern California region, and has written and assisted in the grant management and monitoring efforts for many organizations. She is a graduate of California State University, Northridge, and earned her Bachelor's Degree in business administration and Master's Degree in public administration. Jaimie has written competitive grants and discretionary grants to aid in the awarding of over \$48 million in federal, state and private funding.

Cecily Harris, Senior Project Manager has over 35 years' experience and has worked for numerous nonprofit organizations and municipalities as staff, consultant, or volunteer. Her niche has always been on the business side – fund development, government relations, marketing communications, program development and implementation, community engagement, and education. Her passion is grantsmanship – the research, writing, and managing of foundation and government grants. Working in California between 1983 and 2018, Cecily served on numerous nonprofit organization Boards of Directors, was appointed to several cities, regional, and State of California committees and commissions, and recently held two elected positions. She served for ten years as a Mid-Peninsula Regional Open Space District Board Member and Chair of the San Mateo County Democratic Party. Other recent community service placements included Board Member on the San Francisco Bay Trail Project, Advisory Board Member on the San Francisco Bay Area Water Trail, and Commissioner on the State Boating and Waterways Commission. Since moving to Minnesota in October 2018, she now serves on the Metropolitan Council Parks and Open Space Commission, Park and Trails Legacy Advisory Committee as well as serving on the Boards of ArtReach St. Croix, Gateway Browns Creek Trail Association, and North Woods and Waters of the St Croix Heritage Area. In addition, she serves as Director of the Minnesota DemocraticFarmer-Labor Party Senate District 39, Congressional District 6, Environmental Caucus, and a Member of the Party Affairs and Coordinated Campaign Committee. She earned a Bachelor of Science degree in Renewable Natural Resources, and Wildlife Sciences from the University of Arizona and a Master of Business Administration, Marketing from Golden Gate University.

Tracy Yassini, Project Manager brings over 20 years of experience to California Consulting. Tracy has written successful federal, state, corporate nonprofit, charitable trust, community, and private foundation grants for tribal governments, private and public companies, nonprofit organizations, and local governments. She has a wide array of interests which include education, environmental issues, food systems, public safety, and rare/single disease research. Tracy held key leadership positions at larger "institutional nonprofits" such as City of Hope National Medical Center, the Muscular Dystrophy Association, and the American Heart Association – experiences that have fortified her ability to shape persuasive, solid grant proposals that get funded. In addition, her understanding of programs, budgets, and organizational development enables her to "put all the pieces together" in a cohesive manner. Tracy holds a Bachelor of Science degree in Political Science from California State University, Dominguez Hills, and is a member of the Association of Fundraising Professionals, Los Angeles region.

Michelle Ferguson is a Project Manager for California Consulting. Her grant writing expertise is built upon more than 20 years of writing and editing experience, primarily in journalism and in Colorado's nonprofit sector. Throughout her career in grant writing and management, Michelle has raised

nearly \$9 million to benefit a wide spectrum of social causes ranging from improved student literacy levels to increasing equitable outcomes in healthcare for those uninsured and underinsured. Michelle functions as lead liaison and manages client portfolios, thereby incorporating any changes or edits communicated by clients in order to effectively bring their interests and goals to the forefront. Whether corporate, foundation or first-time funders, Michelle excels at cultivating partnerships with private and public sources to spearhead impactful change that is further bolstered by the power of community.

## **Project Approach**

<u>California Consulting is a full service grant writing firm</u>. Our team members are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and following through after the grant has been submitted to determine the status of the application.

California Consulting has a fundamental business philosophy founded on open communication and customizing each application.

- 1. **Funding Needs Analysis:** (In-Depth Meeting with Department Heads to review priorities and funding needs). Our team members learn about the client at the outset of the contract by conducting an indepth Needs Assessment on a Zoom call with City Staff. Each client is assigned to a lead Project Manager and this Project Manager meets with the client regularly and on an ongoing basis.
- 2. **Needs Assessment:** (In-Depth Meeting with City Staff to review priorities and funding needs). We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned to a lead Project Manager and they meet with the client regularly and continue dialog with them on an ongoing basis. This relationship-building is the key to keeping the grants pursued on target with the client's overall goals.

### Sample questions asked during the Needs Assessment:

- List and describe any program initiatives or priority projects.
- What needs, projects or content areas would you like to target for funding? Client can list specific projects or general areas in which you have funding needs.
- List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
- List past grant applications you would like to revise and submit again.
  - The Client will provide an established point of contact for the California Consulting Project Manager to contact regarding the grant.
  - California Consulting will have reasonable access to the required information and documentation required to complete the grant on behalf of the Client.
  - The Client will provide the required information and documentation in a timely manner in order for California Consulting to submit the grant by the deadline.
  - California Consulting will provide a monthly report listing the Grant Opportunities we recommend for the Client based on the input from the Staff through ongoing communication.
  - We will provide the Client with monthly written reports on grants written, grants in progress, along with upcoming grant opportunities.
  - We will provide training to Staff in preparation for successful grant proposals and applications.
- 3. **Grant Funding Research and Identification:** Our Project Management Team is an expert in grant identification. They conduct thorough research on an ongoing basis. We have several grant-related search engines and List Service websites we subscribe to in order to research all current and upcoming Federal, State, and Private Grants. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. The Project Manager will assist the Client in deciding which grants fit best with the Client's projects that were identified at the

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Needs Assessment. The Project Manager will be able to advise the Client on the strength of the Client's project when competing for the grant and will make recommendations based on the Client's budget and ability to meet the grant requirements, as well as any other factors regarding grant agency guidelines. Our team's grant funding research will include no/no go analysis and our search will include the following but not be limited to:

- ➤ Homelessness
- Major and minor municipal infrastructure capital projects and maintenance
- ➤ Workforce/Staffing development
- ➤ Renewable energy, battery storage, microgrids, building and transportation electrification /Electric Vehicle Charging site installations
- Parks, recreation, open space, trails, ecosystems, and habitat
- > Climate resilience
- ➤ Fire resiliency, vegetation planning/management
- > Flood mitigation, and other hazard mitigation grants
- ➤ Community and Economic Development/Municipal Planning
- Criminal Justice Technology and Programs
- > Transportation and Transit Systems
- ➤ Geographic Information System (GIS)
- Information Technology and Security
- 4. **On-Call Grant Research** In addition to the areas defined above, other areas may also be identified through the funding needs analysis process including researching grant opportunities identified by the City and participating in funding agency Zoom meetings, webinars, and/or workshops.
- 5. **Grant Proposal Development:** Our Project Management Team will write all sections of the grant application. Once a grant has been identified, we work with staff to interpret guidelines and gather information necessary for a strong proposal and application. By learning about the Client's history, needs, and how the award will positively impact the Client's project, we are able to communicate that information with a clear and concise grant package to get the agency's attention. When your staff and California Consulting agree to develop a grant proposal, we will develop a checklist and schedule. The checklist and schedule will include what items the Client will be responsible for and a timeline as to when we will need them submitted to our office. California Consulting retains copies of all grants we have submitted. If a similar grant application was previously approved, we will use this application as a guide when creating the Client's application.

#### Below is a list of general tasks for our grant process:

- a. Review similar successful grant applications and apply where possible
- b. Collect information on the project
- c. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
- d. Attend pre-proposal conferences, and webinars, as necessary
- e. Coordinate with local agencies and organizations as needed when applying for collaborative grants
- f. Obtain letters of support, when necessary

- g. Work with staff to determine if City Council approval is required for submission and work with staff to prepare staff reports for the Council.
- h. Draft proposals and send them to staff for review
- i. Incorporate staff edits in final drafts
- j. Ensure the grant application is in the appropriate format with the required number of copies and that all other grant requirements are met
- k. Submit completed application timely
- l. Monitor funding agency until grant awards are announced
- m. Obtain Grant Funding Agency feedback if the grant is not awarded and provide the Client with findings and advice on future applications
- 6. **Grant Management** In coordination with City staff, plan and implement grant programs, prepare budgets, monitor expenditures, track results, analyze financial data, prepare and submit progress reports to the funding agency, and closeout grant program/project files
- 7. **Grant Advocacy:** California Consulting would be pleased to contact any and all federal and state agencies to discuss your grant application and make presentations to agency boards as needed based on our longstanding relationships with the following:

CalTrans Department of Transportation

U.S. Federal Highway Administration

U.S. Environmental Protection Agency

California Environmental Protection Agency

California Department of Parks and Recreation

U.S. Bureau of Reclamation

California State Water Resources Control Board

California Department of Water Resources

California Energy Commission

**Employment Training Panel** 

State Allocation Board

California Air Resources Board

U.S. Department of Energy

U.S. Department of Justice

Office of Juvenile Justice and Delinquency

U.S. Department of Housing and Urban Development-HUD

U.S. Economic Development Administration-EDA

California Housing and Community Development Department (partial list)

8. **Preparation of Grant Application Documentation:** The Project Manager will be responsible for preparing any associated exhibits and presentations related to the grant application being prepared. The Project Manager will prepare any studies required for the grant application. If the study requires the services of a sub-consultant, the Project Manager will assist the Client in developing an RFP/Q in an effort to obtain a qualified sub-consultant for these services. The Project Manager will review and assist the Client in the preparation of plans, specifications, bid documents, and other documents prepared by the Client or other consultants to ensure grant requirements are in compliance.

- 9. **Grant Review and Approval Process:** California Consulting takes pride in our impeccable grant applications. We have been successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers twice each month. In addition, our Grant Managers meet individually with each Project Manager regularly to review each client.
- 10. **Project Schedule:** We create a precise project timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline but establishes internal deadlines/checklists in order to obtain the information needed for quality submissions.
- 11. Written Monthly Reports: California Consulting will prepare a monthly report for the Client reflecting grants in progress, grants submitted, and grants awarded. This will provide the Client with a clear return on investment. Our staff is able to present this information to the City as requested by the Client. Our Project Managers with the Senior Project Manager will participate in and attend monthly meetings to report on work and provide updates as required by the Client.
- 12. Workshops and Community Training Webinars: California Consulting is proud to provide regular grant writing municipal workshops /Zoom webinars, hosted by local elected officials throughout the state of California. Our Northern California hosts have included U.S. Representative Jeff Denham, Assemblyman Robert Rivas, Assemblyman Villapudua, and Municipal Management Association Northern California (partial list). We also distribute a monthly newsletter (links below), and conduct regular grant writing training for our clients on YouTube: <a href="https://youtu.be/CQ6d-fhMFkw">https://youtu.be/CQ6d-fhMFkw</a>

#### 2022Newsletters

October- https://conta.cc/3MqqAit September- https://conta.cc/3eX0eIv August- https://conta.cc/3QdwBQu

# Sample Work Plan

Subject to Client Availability

Date	Activity/Action
October 30, 2022 – November 10, 2022	<ul> <li>California Consulting in coordination with Project Team:</li> <li>Needs Assessment / Concept Design • Develop         Concept Proposal for red-lining California Consulting:</li> <li>Finalize / Submit Concept Proposal.</li> </ul>
November 11, 2021 – December 1, 2022	<ul> <li>California Consulting in coordination with Project Team:</li> <li>Begin developing Scope of Work (SOW) – identify Tasks and Subtasks.</li> <li>Develop a Draft Round calendar.</li> <li>Begin developing Environmental Report.</li> <li>Identify organizations to solicit Letters of Support.</li> <li>Determine the process of Resolution adoption. California Consulting:</li> <li>Develop a Letter of Support / Commitment template.</li> <li>Develop Budget Template.</li> </ul>
December 2 – 15, 2022	<ul> <li>California Consulting in coordination with Project Team:</li> <li>Finalize Scope of Work tasks.</li> <li>Begin developing Budget Template.</li> <li>Continue developing Environmental Report.</li> <li>Solicit for Letters of Support. California Consulting:</li> <li>Begin developing Narrative sections.</li> <li>Create a Questionnaire that lists missing information.</li> </ul>
December 16 – 20, 2022	California Consulting in coordination with Project Team:  • Finalize Environmental Report and Budget.  • Develop Narrative Questionnaire  • Collect all Letters of Support and Commitment.

January 22 – 30, 2022	<ul> <li>California Consulting in coordination with Project Team:</li> <li>Complete Final Review before submission. Main Applicant:</li> <li>Sign all necessary forms and assurance.</li> <li>Collect signed Resolution. California Consulting:</li> <li>Finalize Narrative.</li> </ul>
February 2023	California Consulting:
	• Submit application to Funding Agency

### **Municipal Client References**

California Consulting is privileged to provide municipal references from our current clients.

### 1. Client Name: City of Fairfield (government entity)

Contact Name: Dawn La Bar, Special Projects Manager

Contact Number: (707) 428-7749

E-Mail: Local Housing and Allocation Formula

Grant Project Description: dlabar@fairfield.ca.gov Grant

Award: \$3,500,000

#### 2. Client Name: City of Baldwin Park (government entity)

Contact Name: Manny Carrillo, Director of Park and Recreations

Contact Number: (626) 813-5245 x 314 E-Mail:mcarrillo@baldwinpark.com

Project Description: Prop 68 Statewide Park Development and Community Revitalization

Grant Award: \$2,552,998

#### 3. Client Name: City of Patterson(government entity)

Contact Name: Ken Irwin, City Manager

Contact Number: (209) 895-8010 E-Mail: kirwin@ci.patterson.ca.us

Project Description: Active Transportation Program (Cycle 2)

Grant Award: \$594,000

#### 4. Client Name: City of Stockton (government entity)

Contact Name: Wes Johnson, Engineering Services Manager

Contact Number: (209) 937-8088 E-Mail: wes.johnson@stocktonca.gov

Project Description: Active Transportation Program (Cycle 4) Grant

Award: \$4,390,000

#### 5. Client Name: City of Glendale (government entity)

Contact Name: Sarkis Oganeysan, Senior Civil Engineer

Contact Number: (818) 548-3945 E-Mail: <u>oganeysan@glendaleca.gov</u>

Project Description: Highway Safety Improvement Plan Grant

Award: \$996,000

# Municipal Grants Awarded List (partial list)

Grant Name	Client Name	Award Amount
California State Library - 2022 Building Forward Calif. State Library	City of Yucaipa	\$9,000,000
CalFire Prevention Grant	San Bernardino County Fire Protection District	\$500,000
CalFire Southern Region's Community Wildfire Prevention and Mitigation Program Direct Award Grant (CSR Direct Grant)	San Bernardino County Fire Protection District	\$701,800
CA State Parks Per Capita	City of Wildomar	\$199,995
California State Parks - Per Capita	City of Baldwin Park	\$177,952
California State Parks - Per Capita	City of Bell	\$77,952
CalOES/FEMA - Local Hazard Mitigation Planning Grant (HMGP)	City of Bell	\$80,000
Department of Energy - Communities LEAP Program application	County of Kern	Unknown
The state of California, Office of the Governor - 2021 Californians For All: Youth Workforce Development Program	City of Maywood	\$292,218
California Strategic Growth Council - Second Round of BOOST Program	City of Maywood	\$50,000
CalFire Urban and Community Forestry Program	City of Maywood	\$560,350
Los Angeles County Regional Parks and Open Space District Measure A - Facility:	City of Bell	\$1,000,000
CalFire Urban and Community Forestry Grants Program - Urban Forestry Management Plan	City of Bell	\$256,916
Caltrans - Clean California Local Grant Program (Downtown Gilroy)	City of Gilroy	\$3,960,765
Caltrans - Clean California Local Grant Program (Lost Hills Park	County of Kern	\$2,476,008
Caltrans - Clean California Local Grant Program (Mojave East Park)	County of Kern	\$3,023,637
Caltrans - Clean California Local Grant Program (Heritage Park)	County of Kern	\$4,263,983
Caltrans - Clean California Local Grant Program	City of Ridgecrest	\$1,840,000
Caltrans - Clean California Local Grant Program	City of Maywood	\$1,388,940

Hazard Mitigation Grant Program	City of Oroville	\$508,220
Caltrans - Highway Safety Improvement Program (HSIP)	City of Stockton	\$250,000
LA County Regional Parks & Open Space District - Measure A Competitive- Category 4	City of Bell Gardens	\$893,000
CAL FIRE - Urban and Community Forestry Grant Program	City of Newman	\$203,694
CA State Parks - Recreational Infrastructure Revenue Enhancement - RIRE	City of Albany	\$200,000
CA State Parks - Recreational Infrastructure Revenue Enhancement - RIRE	City of Albany	\$35,000
CA State Parks - Recreational Infrastructure Revenue Enhancement - RIRE	City of Albany	\$15,000
Caltrans - Highway Safety Improvement Program	City of Glendale	\$249,975
Caltrans - Highway Safety Improvement Program	City of Lynwood	\$1,011,600
Caltrans - Highway Safety Improvement Program	City of Glendale	\$996,000
Caltrans - Highway Safety Improvement Program	City of Glendale	\$247,500
Caltrans - Highway Safety Improvement Program	City of Murrieta	\$247,435
Caltrans - Highway Safety Improvement Program	City of Manteca	\$250,000
Caltrans - Highway Safety Improvement Program	City of Manteca	\$1,934,640
Caltrans - Highway Safety Improvement Program	City of Manteca	\$681,390
Caltrans - Highway Safety Improvement Program	City of Monterey Park	\$312,160
Caltrans - Highway Safety Improvement Program	City of Montebello	\$860,000
Caltrans - Highway Safety Improvement Program	City of Pismo Beach	\$163,260
Caltrans - Highway Safety Improvement Program	City of Lynwood	\$376,100
Caltrans - Highway Safety Improvement Program	City of Yuba City	\$115,700
Local Road Safety Planning Program	City of Alhambra	\$68,889
Local Early Action Planning (LEAP)	City of Manteca	\$300,000
Caltrans - Active Transportation Program Grant	City of Waterford	\$945,631
Caltrans - Active Transportation Program Grant	City of Maywood	\$945,631
Caltrans - Active Transportation Program Grant	City of Patterson	\$263,000

Caltrans - Active Transportation Program Grant	City of Stockton	\$4,390,000
Caltrans - Active Transportation Program	City of Patterson	\$907,000
Caltrans - Active Transportation Program Grant	City of Waterford	\$108,000
Caltrans - Active Transportation Program	City of Rosemead	\$702,000
Caltrans - Active Transportation Program	City of Patterson	\$594,000
Caltrans - Active Transportation Program Grant	City of Downey	\$180,000
Caltrans - Active Transportation Program Grant	City of Vernon	\$60,000
Caltrans - Active Transportation Program	City of Chowchilla	\$550,000
FY20 WaterSMART Award	City of Needles	\$213,826
Prop 1 Storm Water Grant	City of Baldwin Park	\$12,500,000
Prop 1 Storm Water Grant Program (Round 1)	City of Hermosa Beach	\$3,099,400
WaterSMART Water and Energy Efficiency Grant	City of Bakersfield	\$743,300
Rivers and Mountains Conservancy (RMC)	City of Lynwood	\$1,692,575
WaterSmart Small scale efficiency	City of Coachella	\$75,000
DWR Water Energy - Washing Machine Rebate Program	City of Yuba City	\$24,000
DWR Water Energy - Area Retrofitting Project	South East Madera County Coalition	\$218,594
State Water Resource Control Board - Clean Water State Revolving Fund -CWSRF	City of Delano	\$2,000,000
SGC Sustainable Communities Planning Grant	City of Arvin	\$150,000
Sustainable Communities Program	City of Baldwin Park	\$150,000
SGC Sustainable Communities Planning Grant	City of Glendale	\$500,000
Housing and Sustainable Communities Program	City of Compton	\$125,000

Permanent Local Housing and Allocation Formula Grant	City of Baldwin Park	\$2,440,890
Carl Moyer Grant	City of El Monte	\$1,377,581
Project Home key	Housing Authority of the County of San Bernardino	\$1,100,000
EDA: Public Works and Economic Adjustment Assistance	San Bernardino Community College District	\$3,000,000
CSD Community Services Block Grant (CSBG) Targeted Initiatives & Innovative Projects	Fresno Economic Opportunity Commission	\$70,000
Land Water Conservation Fund	City of Bakersfield	\$3,000,000
Land Water Conservation Fund	City of Tustin	\$1,500,000
Land Water Conservation Fund	City of Oakley	\$413,515
Land Water Conservation Fund	City of Newman	\$153,000
Land Water Conservation Fund	City of Huntington Park	\$325,000
Land Water Conservation Fund	City of Huntington Park	\$650,000
Land Water Conservation Fund	City of Waterford	\$220,150
Land Water Conservation Fund	City of Pico Rivera	\$200,000
Land Water Conservation Fund	City of Huntington Park	\$325,000
Land Water Conservation Fund	City of Huntington Park	\$650,000
Land Water Conservation Fund	City of Chowchilla	\$75,000
Land Water Conservation Fund - Mueller Park Beautification	City of Reedley	\$98,711
MLB Baseball Tomorrow Fund Grant	The city of Mendota and Mendota Youth Recreation	\$10,131
MLB Baseball Tomorrow Fund	City of La Habra	\$181,000

MLB Baseball Tomorrow Fund Grant	City of Woodlake	\$55,000
MLB Baseball Tomorrow Fund	Kings Canyon Unified School District	\$19,911
MLB Baseball Tomorrow Fund Grant	City of Avenal	\$13,426
Prop 1 Stormwater Grant Program	City of Baldwin Park	\$12,500,000
Public Works and Economic Assistance	City of Vacaville	\$187,500
Local Road Safety Program	City of Needles	\$40,000
Hazard Mitigation Grant Program	City of Oroville	\$508,220
Housing and Sustainable Communities	City of Compton	\$125,000
San Joaquin COG – CMAQ	City of Stockton	\$1,040,000
Local Housing and Allocation Formula	City of Fairfield	\$3,500,000
Edward Bryne Local Allocation Grant	City of Bell	\$13,843
Local Early Action Planning (LEAP) Grant	City of Bell	\$150,000
Sustainable Planning Transportation Grant Program	City of Needles	\$203,987
Public Works and Economic Adjustment Assistance	City of Twentynine Palm	\$2,217,668
Recreational Trails and Greenways	Rancho Simi Park and Recreation District	\$1,086,986
Measure W- Safe Clean Water Program Regional	City of Baldwin Park	\$12,813,644
Permanent Local Housing and Allocation Formula	City of Baldwin Park	\$2,440,890
Recreational Trails and Greenways	City of Twentynine Palms	\$921,400

Local Road Safety Plan	City of Compton	\$72,000
Local Road Safety Plan	City of Newman	\$40,000
FEMA SAFER	Cosumnes Community Services District	\$7,126,891
Project HomeKey	Housing Authority of the County of San Bernardino	\$765,000
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of Westminster	\$1,290,131
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of Bell	\$4,499,388
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of Baldwin Park	\$2,552,998
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of San Fernando	\$1,114,245
Prop. 68 - Statewide Park Development and Community Revitalization Program (SPP)	City of Bakersfield	\$3,012,385
Urban Greening grant	City of Patterson	\$1,808,145
Land and Water Conservation Fund	City of Bakersfield	\$3,000,000
CA Census 2020: Regional Administrative Community-Based Organization Outreach	Ventura County Community Foundation	\$1,115,370
Environmental Enhancement and Mitigation Program	City of Perris	\$497,759
Sustainable Communities Program	City of Glendale	\$500,000
Highway Safety Improvement Program	City of Lynwood	\$1,011,600
Highway Safety Improvement Program	City of Glendale	\$996,000
Active Transportation Program Grant	City of Stockton	\$4,390,000
Land and Water Conservation Fund	City of Tustin	\$1,500,000

Highway Safety Improvement Program	City of Manteca	\$1,934,640
Highway Safety Improvement Program	City of Manteca	\$681,390
Urban Greening Grant	City of Bakersfield	\$835,504
WaterSMART Water and Energy Efficiency Grants	City of Bakersfield	\$743,300
California Violence Intervention and Prevention (VIP) Grant	City of San Bernardino	\$500,000
CalRecycle Food Waste Prevention & Rescue Grant	Alameda County Waste Management Authority	\$500,000

## **Cost of Proposal**

California Consulting can also offer full-service grant writing services for both hourly and per grant application as detailed in this Request for Proposal for the City of Sebastopol at the rate of \$150.00 per hour plus reimbursement of reimbursable expenses. All invoices are subject to 30-day terms.

### Pricing Option 1 – Hourly Rate

Staff Name/Position	Hourly Rate
Ashley Ramsey, David Marquez, Karen Simpson, Jaimie Lewis, Cecily Harris, Michelle Ferguson, Tracy Yassini – Project Managers	\$150.00 per hour
*Reimbursable Expenses	Rates
Mileage (Current IRS Rate)	\$.0625 per mile
Travel Expenses (Tolls, Lodging)	Cost
Copies	\$0.20 per page (Black/White) \$0.40 per page (Color)
Courier Service	Cost
Postage, Binding, Conference Calls, Overnight Courier	Cost

<sup>\*</sup>Costs incurred for copies, binding, and overnight courier are only incurred if the granting agency requires the application be submitted as a hard copy rather than submitted online.

#### Pricing Option 2 – Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out-of-pocket expenses. The following is a breakdown of the cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

<sup>\*</sup>Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, the client may specify a "not to exceed" amount.

#### Resolution Number XXXX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CALIFORNIA CONSULTING, LLC FOR COMPREHENSIVE GRANT WRITING **SERVICES** 

WHREAS, the City sought proposals from an individual or firm specializing in the management of the overall grant writing process, including assisting the City to maximize the benefits of grant funding; and

WHEREAS, the City wishes to engage outside assistance in developing and implementing a program to find and obtain grants to support City services; and

WHEREAS, the City has solicited Request for Proposals and received proposals from the following firms:

- 1. Townsend Public Affairs
- 2. Grant Management Associates
- 3. California Consulting

And;

VOTE:

WHEREAS, the City engaged a panel of experts to interview all three proposals; and

WHEREAS, the interview panel was in consensus that California Consulting, a full service firm that specializes in developing and assisting municipalities with such programs was the highest qualified proposal; and

WHEREAS, California Consulting has agreed to serve the City of Sebastopol including all of its available services without limitation as listed in their proposal and is made part of the Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sebastopol authorizes the City Manager to execute the Agreement with California Consulting, LLC, for comprehensive grant writing services.

IN COUNCIL DULY PASSED, APPROVED and ADOPTED this 6th day of December 2022.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

Ayes: Noes: Absent: Abstain: APPROVED: Mayor Neysa Hinton

Mary Gourley, Assistant City Manager/City Clerk, MMC ATTEST:

APPROVED AS TO FORM: Larry McLaughlin, City Attorney