

**CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 23rd day of April, 2019, between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the "City") and California Consulting (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Services.

The City solicited proposals to provide Professional Services for Grant Writing pursuant to that certain Request for Proposals, which is attached hereto as Exhibit "A."

2.2 Proposal

Consultant has made a proposal ("Proposal") to the City dated November 30, 2019 to provide such professional services, which Proposal is attached hereto as Exhibit "B."

2.3 Consultant.

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform **the services described herein and in "Exhibit B" ("Services")**. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates Steve Samuelian as Consultant's professional responsible for overseeing the Services provided by Consultant.

3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate after three (3) years unless extended in writing by the Parties with the approval of the City Council of the City.

- 3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the applicable standard

of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

- 3.2.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as

applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

4. Indemnification; Insurance.

4.1 Insurance. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and made a part of this Agreement.

4.2 Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

4.3 Indemnity Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or the City for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

4.4 Duty to Defend. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises

from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

5. Responsibilities of City.

5.1 Requests. The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the performance schedule, the City shall respond to Consultant's submittals in a timely manner.

5.2 City Representative. The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

6. Fees and Payments.

6.1 Compensation. City agrees to pay per the bid specifications submitted. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed \$95.00/hr. The approval of moving forward with completing a potential grant will need to be pre-approved by the City of Needles and estimated number of hours must be submitted.

6.2 Invoices. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or

inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.

6.3 Payment. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

6.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

6.5 Additional Services. In the event Consultant performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

6.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Accounting Records.

6.7.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. General Provisions.

7.1 Termination of Agreement.

- 7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.
- 7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.
- 7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Vendor: **California Consulting Inc.**
214 Main Street, Suite 102
El Segundo, CA 90245

To City: **City of Needles**
817 Third Street
Needles, CA 92363
Attention: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7.3 Ownership of Materials and Confidentiality.

- 7.3.1 City Ownership. All documents and data ("Documents & Data"), including data on electric, digital or magnetic media, prepared by

Consultant under this Agreement shall be the property of the City, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Consultant, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Consultant shall first obtain the written approval of the City Manager.

7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

7.5 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

7.6 Governing Law. This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.

7.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.8 City's Right to Employ Other Consultants. The City reserves the right to employ other consultants at any time for any purpose.

7.9 Assignment; Sublease; Transfer. Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest

herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

7.10 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.11 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

7.13 No Third Party Beneficiaries. The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.15 Improper Payment. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.

7.16 Conflict of Interest. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood

and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

7.17 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

7.18 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.20 Attorney Fees. If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

7.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7.22 Contents of Request for Proposal and Proposal. Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

CITY: (City of Needles)

BY:



TITLE:

City Manager

DATE:

May 7, 2019

ATTEST:

BY:



TITLE:

city clerk

DATE:

May 7, 2019

CONSULTANT:

BY:



TITLE:

CEO

DATE:

April 29, 2019

EXHIBIT A

Request for Proposals

[Attached behind this page]



CITY OF NEEDLES

INVITATION FOR SEALED BIDS
FOR

PROFESSIONAL SERVICES FOR GRANT WRITING

CITY OF NEEDLES
817 Third Street
Needles, CA 92363
(760) 326-2115 ext. 140

NOTICE IS HEREBY GIVEN that the CITY OF NEEDLES (herein called the "City") invites and will receive sealed bids up to the hour of 3:30 p.m. Pacific Standard Time (PST) on **November 30, 2019** for Professional Services for Grant Writing. At said time, sealed Bid Proposal (herein called the "Bid") will be publicly opened and read aloud by the office of the City Clerk at:

CITY OF NEEDLES
817 Third Street
Needles, CA 92363

Questions regarding the Bid Documents are to be directed to Rainie Torrance, Finance Assistant, by email at ndlsacct@citlink.net.

Bids shall be submitted only on forms provided in the Bid Packet. Bids shall be in the hands of the City Clerk of the City, 817 Third Street, Needles, California, 92363 on or before the hour of 3:30 p.m. PST on **November 30, 2018**. No late Bids will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered. Bids received after the bid submittal deadline will be rejected and returned to the Bidder unopened.

The Bid Proposal forms can be obtained from the City of Needles' website at www.cityofneedles.com.

The City reserves the right to reject any and/or all Bids received.

Information for Bidders

Bids will be received by the City of Needles Office of the City Clerk, at City of Needles, 817 Third Street, Needles, CA 92363, until 3:30 p.m. Pacific Standard Time (PST), on **Friday, November 1, 2018** then publicly opened and read aloud. Each Bid must contain one complete original set of Bid documents. The Bid Proposal must include the requirements set forth. The Addendum, if issued, will be posted on the City's website at www.cityofneedles.com. Bidder must acknowledge Addendum, if issued, by submitting signed Addendum with the Bid Proposal Forms. The completed Bid must be submitted in a sealed envelope and addressed to the City at 817 Third Street, Needles, CA 92363. Each sealed envelope containing a Bid must be plainly marked on the outside as "**Professional Grant Writing Services; Attention City Clerk**", and the envelope shall also bear on the outside, the name of the Bidder, and Bidder's address. If forwarded by mail, the sealed envelope containing the Bid Proposal forms must be enclosed in another envelope addressed to the City Clerk at 817 Third Street, Needles, CA 92363, and both envelopes clearly state "**Professional Grant Writing Services; Attention City Clerk**".

Total Bid Price must be filled in, in ink or typewritten on the proposal. The proposal shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the Bidder. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person signing the Bid Form. Each Bidder is responsible for the review of the Bid documents.

The City may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bid or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. All Bids shall remain firm for at least ninety (90) calendar days after the date and time of the bid opening unless otherwise specified. Should there be reasons why the Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidder. Award of Bid will be to the lowest responsible Bidder as determined by the City. A conditional or qualified Bid will not be accepted. The failure and omission of any Bidder to do any of the foregoing shall not relieve any Bidder from any obligation with respect to the Bid. The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications or questions of the bid documents shall be emailed to:

Rainie Torrance, Senior Accountant
ndlsacct@citlink.net

Requests for clarification or questions shall be delivered to the City by 4:00 p.m. PST on **November 20, 2018**. Any City response to a request for clarification, questions and answers will be posted to the City's website at www.cityofneedles.com not later than 4:00 p.m. PST, **November 21, 2018** and if necessary become a part of the Bid as an Addendum. The proposed timeline of events associated with the awarding of Bid Proposal:

Release of Advertisement for Bids		Friday, November 9, 2018
Deadline to submit questions/clarifications	4:00 p.m.	Tuesday, November 20, 2018
Addendum/Questions/Clarifications Posted	4:00 p.m.	Wednesday, November 21, 2018
Bid Opening	3:30 p.m.	Friday, November 30, 2018
City Council Awards Bid (subject to change)	6:00 p.m.	Tuesday, December 11, 2018
Issuance of a Purchase Order (subject to change)	By	Wednesday, December 12, 2018

Bid proposals shall remain valid for at least sixty (60) days after the opening of Bids. No Bid proposal may be withdrawn after the Bid opening. The enclosed "Bid Form" must be submitted with each bid.

I. SCOPE OF SERVICES

The City of Needles is seeking to retain a consultant to assist the City in conducting a needs assessment, researching, and identifying potential grants and providing general strategic, planning, and grant writing services associated with the completion and submission of grant applications, program development, project planning, administration and delivery.

II. SERVICES PERIOD AND TERMS

The contract shall be for one year with an option to extend year-to-year for up to three (3) years from date of award at the same hourly rate and conditions. Any option to extend shall be at the sole discretion of the City of Needles.

III. GENERAL SPECIFICATIONS

All responses to this request for proposals for services shall be submitted on respondent's stationary.

A. Information to be Provided by the Consultant

1. Provide a brief outline of your experience in providing planning, needs assessments, and grant writing services, to include at a minimum the following:
 - Number of years firm has been in existence;
 - Brief examples of planning, strategy, needs assessment and grant writing projects, including a list of successfully funded projects; and
 - A minimum of two (2) references from clients other than the City of Needles for whom you have performed services. Please include a contact name and telephone number for each reference.
2. Identify individual(s) in your firm who will be assigned to work with the City of Needles.
3. Explain how your firm will access potential sources of grant funding and other types of funding.
4. Provide a brief description of how your firm will perform the following services:
 - a) Structural and funding needs analysis;
 - b) Identification of funding resources;
 - c) Opportunity to review and approval process;
 - d) Grant preparation process;
 - e) Post submission process.
5. Fee basis should be an all-inclusive, hourly fee. Include an estimated number of hours anticipated to be spent monthly based on previous work of a similar nature.
6. Identify opportunities to train City staff on grants management.

B. Evaluation Criteria

Proposals will be evaluated on the following criteria:

- Demonstrated knowledge of sources of grant and non-traditional funding, including, but not limited to public/private partnerships
- Demonstrated proficiency in obtaining funds
- Demonstrated capability of project management and completion
- Cost of services
- Other information provided by the Consultant

C. Award

Award will be made to the Consultant that best meets the City of Needles' needs and requirements. All aspects of evaluation will be taken into consideration in awarding this contract. The City of Needles reserves the right to reject any and all proposals, and to waive any informalities and/or irregularities in any proposal.

D. Services Requested/Consultants Responsibilities

The following are typical services and/or items that successful Consultant will be required to provide to the City of Needles, if it is awarded the contract, and should be addressed in each Consultant's proposal.

1. Needs Analysis – Work with City Manager and City staff to assess the organization's current situation, goals, objectives, strengths, weaknesses, and long and short term funding priorities.
2. Funding Research – Network with federal, state, and local points of contact including private industry to establish relationships and familiarize them with the needs of the City of Needles. Conduct research to identify grant resources including, but not limited to federal, state, county, foundations, agencies and organizations that support the City's funding needs and priorities as expressed in the Needs Analysis.
3. Special Projects – At the discretion and request of the City Manager, the Consultant will be available for work on special projects including, but not limited to research and reporting, strategy, negotiation, program creation, and planning.
4. Grant Application Development – Work with City staff on the creation of projects and programs, including project planning in conjunction with the development and submission of grant applications on behalf of the City of Needles.
5. Project Management – At the request of the City Manager, the Consultant will work with City staff to implement awarded grants and manage projects and programs assuring that all grant contracts, covenants and requirements are satisfied as specified in the grant funding contract.
6. Invoicing – Consultant will submit monthly invoices with time sheet and copies of completed work product at the end of each month, but no later than the fifth (5th) day of the following month.
7. Insurances – Consultant will carry a minimum of \$1,000,000 in errors and omissions/general liability insurance.
8. The Professional Services agreement in "Attachment A" will be executed in addition to any Letter of Engagement

F. City's Responsibilities

1. The City will pay the Consultant within 30 days of receipt of invoice from Consultant.
2. City staff will answer e-mails and return calls from Consultant.
3. City staff will provide the consultant with all supporting materials needed for the successful completion and submission of grant applications, including but not limited to financial documents, budgets, estimates, engineering certifications, reports, and plans.
4. At the request of the Consultant, and with the consent of the City Manager, the City may hire additional consultants who can provide specialized expertise associated with highly technical grants, including but not limited to engineering sketches, studies, specialized engineering certifications, the preparation of maps and exhibits requiring technical input.

Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: _____

In compliance with the Invitation for Sealed Bids for **Professional Grant Writing Services** the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for **Professional Grant Writing Services**.

TOTAL BID PRICE \$ (include hourly rate) _____

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

BIDDER'S COMPANY

PRINT NAME - AUTHORIZED

ADDRESS

AUTHORIZED SIGNATURE

TELEPHONE NUMBER

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? _____ YES _____ NO

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

EXHIBIT B

Proposal

[Attached behind this page]

Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: 11-30-2018

In compliance with the Invitation for Sealed Bids for **Professional Grant Writing Services** the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for **Professional Grant Writing Services**.

TOTAL BID PRICE \$ (include hourly rate) \$95.00 hourly

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

BIDDER'S COMPANY

California Consulting Inc.

PRINT NAME -AUTHORIZED

Steve Samuelian

ADDRESS

214 Main Street, Suite 102

AUTHORIZED SIGNATURE



TELEPHONE NUMBER

(323) 728-9002

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? YES _____ NO X

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Bid Form

TO: CITY
CITY OF NEEDLES
817 Third Street
Needles, CA 92363

DATE: 11-30-2018

In compliance with the Invitation for Sealed Bids for **Professional Grant Writing Services** the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for **Professional Grant Writing Services**.

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TRANSPORTATION



HOUSING AND COMMUNITY



PARKS and RECREATION



WATER



FIRE and POLICE



**Invitation for Sealed Bids
for
Professional Services for Grant Writing**

Submitted
November 30, 2018

www.californiaconsulting.org

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



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Cover Letter

City of Needles
City Clerk
817 Third Street
Needles, California 92220

Dear City Clerk,

California Consulting, Inc. is pleased to provide this response to the Invitation for Sealed Bids for Professional Services for Grant Writing and to introduce our proven expertise to the City of Needles.

Since inception in 2004, California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations. California Consulting has a proven track record of writing successful grant applications, writing over 900 successful grant applications totaling over \$210 million and 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 continues to grow and the majority of our new clients come from referrals from existing clients. We have built this solid reputation by effectively communicating with our clients and working hard for them. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our grant writers are diligent and current on every Federal, State, Private Foundation, and Local grants available on a myriad of different topics and public policy areas.

The Contact Person authorized to bind the firm in contract is Steve Samuelian, CEO. He may be reached at (323) 728-9002 or via email at steve@californiaconsulting.org. The contact person regarding this Bid is Dan Rodriguez, Director of Operations. He may be reached at (323) 728-9002 or dan@californiaconsulting.org. The contract shall be for one year with an option to extend year-to-year for up to three (3) years from date of award at the same hourly rate and conditions. Any option to extend shall be at the sole discretion of the City of Needles.

Warmest regards,



Steve Samuelian, CEO

Firm's Qualifications

Founded in 2004, California Consulting has offices in Northern, Central, and Southern California. We currently have approximately over 80 clients statewide consisting of 40 cities, almost 30 school districts, and several nonprofit, and private sector clients that we provide grant writing services to. We have 30 members of our team from Chico in the North, to Los Angeles in the South that provide and maintain client's accounts. California Consulting continues to grow and the majority of our new clients come from referrals from existing clients. We have built this 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. The California Consulting team boasts over 25 grant writers.

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 follow through after the grant has been submitted to determine the status of the grant. California Consulting subscribes to a wide range of grant sites that allows us to track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients.

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 foundation grant available on a myriad of different topics and public policy areas. We have written over 900 successful grant applications totaling over \$210 million for our clients.

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

- Thorough knowledge of policy and grant writing expertise
- Hands on approach by the CEO, Steve Samuelian, on strategic planning and client care
- Grant advocacy for each client
- Collaborative team approach to grant writing for every client
- Maintain extensive grant administration, portfolio management experience to various grant programs offered through Federal, State, and local agencies such as, but not limited to the following:
 - ✓ Water improvements
 - ✓ Sewer improvements
 - ✓ Street improvements

- ✓ Park improvements
- ✓ Municipal facility improvements (i.e. buildings, fuel stations, etc.)

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 over 75 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 Foundation level.

California Consulting works collaboratively with its 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
- Following up with grant agency to ensure timely fund distribution

California Consulting Staff meets personally with clients to conduct needs assessment at the outset of the contract in order to identify the client goals. We are extensively experienced and very capable of arranging and attending any meetings on behalf of the City. The California Consulting project manager assigned to the City of Needles will be the main points of contact. They will meet with the City immediately and continue to meet with City Staff monthly to ensure an accurate and quality work product. As well, California Consulting will submit a monthly report on the first day of each month to the City. This report will outline all activities conducted by California Consulting for the City of Needles during the prior month.

Staffing

Management Team

California Consulting CEO Steve Samuelian has held various leadership posts during a career spanning almost 34 years. He began as a volunteer for a political campaign and founded a political foundation where he served as president in high school and college. Steve graduated from California State Polytechnic University at Pomona with a degree in Political Science. In January 1995, he was appointed as Field Director for a U.S. Congressman. He was later promoted to District Director overseeing the 19th Congressional District Office staff and District operations for the Congressman, where he served in this capacity for 8 years. Steve served on the board of a Chamber of Commerce, on the board of Crime Stoppers, and on the board of a County United Way. A tireless worker for Armenian-American issues nationwide, Steve has traveled twice to Armenia. He traveled as an international election observer as part of the Office Organization of Security and Cooperation in Europe (OSCE) delegation to observe the adoption of Armenia's first Constitution. His election observation report was later filed in the US Congress Congressional Record. 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 the Co-Chair of the USC Unruh Institute Ambassador Program <http://dornsife.usc.edu/unruh/ambassador-press-release/> and 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. Steve has been the keynote speaker, a panelist and has participated in many forums, conferences, and events throughout California. He has been a guest speaker for League of Cities division meetings, Contract Cities, and other municipal and education groups. He has been interviewed by local, State and National Television, Radio and Newspaper outlets on a variety of issues related to local government.

Holly Bachman is the Statewide Senior Director. Her responsibilities include overseeing client relations and business development throughout California. Holly has over 16 years of marketing, PR, events and business development. Her experiences include serving as a Membership Consultant and Co-Chair of LA Area Chamber of Commerce's new nonprofit council where she assists in growing membership and consults with various sized businesses and organizations in the greater community. Holly received her B.A. in Sociology/Social Psychology from the University of Minnesota. Holly believes in the importance of giving back to the community through mentoring and organizing various local and national events that promote identity, diversity, and unity. Holly is also a member of the Beverly Hills Chamber of Commerce, Los Angeles Football Club (LAFC), and University of Minnesota Alumni Association.

Danielle Sotelo is our Senior Project Manager and assists with keeping our grant program running smoothly. Danielle has been with California Consulting for 8 years. She has constructed over 270 federal, state and private foundation grants for school districts, cities and non-profit organizations. Danielle is directly responsible for writing and submitting grants that has resulted over \$7 million in awarded grants for our clients. She has administered state and federal grants to meet all reporting requirements. Danielle earned her Bachelor of Arts degree in International Relations with an emphasis in Political Science and a minor in Philosophy from Pepperdine University. She has worked in the office of a U.S. Congressman, has worked in Washington D.C. for the Guatemala Human Rights Commission, and has taught at San Joaquin Valley College in Fresno.

Project Managers

At California Consulting, we operate using a collaborative approach to grant writing. All individuals listed below are highly successful grant writers with an excellent track record. Holly Bachman, Statewide Grants Director along with Danielle Sotelo, Senior Project Manager, will oversee all grant writing efforts for the City of Needles and will assist whenever necessary.

David Marquez *will be assigned to work with the City of Needles.* He is a Project Manager and has been with California Consulting for over 6 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, nearly twenty years ago in East Los Angeles. He considers his experience and education as a community organizer as the foundation of his present work. David was born in East Los Angeles. He graduated from the University of La Verne with a Bachelor of Arts in History and International Studies.

Karen Simpson is a Project Manager and has been with California Consulting for over four (4) years. She has served within municipal government for almost 30 years for the Cities of Los Angeles and Pomona. Ms. Simpson has garnered her grant-writing skills for federal and state funding opportunities from multiple community 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 at-risk children and youth, K-12 education, job training, homeless assistance, 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.

Ilya Malinsky is a Project Manager and has over a decade of professional writing experience, he has authored a wide range of successful grant proposals focusing on social services and education. During the last fiscal year, Mr. Malinsky helped secure nearly \$1 million in grant funding for his clients. Previously, Ilya has written grants for After-School All-Stars, Los Angeles Unified School District, and Jewish Family Service, as well as articles and content for organizations including AOL, Nielsen Business Media, and Audible.com. Ilya has secured funding for a number of publicly and privately funded projects serving low-income communities and student populations. Projects have included educational and skill-building programs in underserved urban communities, programs for pregnant & parenting high school students, and comprehensive after-school programs for middle school students in cities including Los Angeles, Chicago, and Washington, DC. Ilya earned his Bachelor's Degree in Journalism from Boston University.

References

Below is a list of references with services similar in scope to this proposal who are current clients of California Consulting. California Consulting is privileged to have clients as our references.

1. Client Name: City of Huntington Park
Project Description: Land Water Conservation Fund
Contact Name: Ricardo Reyes, City Manager
Contact Number: (323) 584-6223
E-Mail: RReyes@hpcg.gov
2. Client Name: City of Lynwood
Project Description: Urban Greening Program Grant – Urban Bicycle Trail Project
Contact Name: Jose Ometeotl, City Manager
Contact Number: (310) 603-0220 ext. 200
E-mail: jometeotl@lynwood.ca.us
3. Client Name: City of Patterson
Project Description: Urban Greening Program Grant – Urban Bicycle Trail Project
Contact Name: Ken Irwin, City Manager
Contact Number: (209) 895-8010
E-mail: kirwin@ci.patterson.ca.us

Methodology

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 follow through after the grant has been submitted to determine the status of the grant.

California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we go after to fit the client's needs.

1. **Funding Needs Analysis:** *(In-Depth Meeting with Department Heads to review priorities and funding needs).* We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment at the City. 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:

- a) *List and describe any program initiatives or priority projects.*
 - b) *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.*
 - c) *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.*
 - d) *List past grants that have been funded.*
 - e) *List past grant applications you would like to revise and submit again.*
- *The Client will provide an established point of contact for 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 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.*
 - *At the discretion of the Client, we will present a report to the City Council once per quarter, or as often as requested by the Client. The report will provide an update on grants written, grant in progress, and provide the Council Members an opportunity to offer their input on the direction of the grant research and identification conducted.*
 - *We will provide the Client with monthly reports on grants written, grants in progress, along with upcoming grant opportunities.*

- *We will provide training to City Staff in preparation of successful grant proposals and applications.*
- 2. **Grant Funding Research and Identification:** Our Project Managers are experts in grant identification. They conduct thorough research on an ongoing basis. We have several grant related search engine and List Service websites we subscribe to in order to research all current and upcoming Federal, State, and Private Foundation 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 was identified at the 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. We will focus our grant research and identification in the following areas but not limited to:
 - ✓ Community Development
 - ✓ Economic Development
 - ✓ City Infrastructure
- 3. **Grant Proposal Development:** We 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. We take your thoughts and ideas and turn them into reality. 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. The only reason the Client will have to be involved in the grant preparation process is when our Project Managers do not have access to the required information needed. 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. *Create a task timeline with due dates*
- a. *Ensure the proposed project meets the grant agency's requirements*
- b. *Review similar successful grant applications and apply where possible*
- c. *Collect information on the project*
- d. *Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis*
- e. *Attend pre-proposal conferences, webinars, as necessary*
- f. *Coordinate with local agencies and organizations as needed when applying for collaborative grants*
- g. *Obtain letters of support, when necessary*
- h. *Work with staff to determine if City Council approval is required for submission and work with staff to prepare staff report for City Council*
- i. *Draft proposals and send to staff for review*
- j. *Incorporate staff edits in final drafts*

- k. Ensure grant application is in the appropriate format with the required number of copies and all other grant requirements are met*
 - l. Submit completed application timely*
 - m. Monitor funding agency until grant awards are announced*
 - n. Obtain agency feedback if grant is not awarded and provide Client with findings and advice on future applications*
4. **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 of 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.
 5. **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. These meetings thoroughly discuss the client's needs, what grants are being worked on and what additional grants may be a good fit. The review processes ensures the best quality product prior to final submission.
 6. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but establishes internal deadlines in order to obtain the information needed for a quality submissions.
 7. **Grant Administration:** Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to the Client). When grant dollars from the grant are not available for administration, reporting, and evaluation purposes we have the ability to provide these services at an hourly rate.
 8. **Progress 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 more than happy to present this information to the Council as requested by the Client. Our Project Managers along with the Statewide Senior Director will participate and attend monthly meetings to report on work and provide updates as required by the Client.
 9. **Identify Opportunities to train City Staff on grants management** When grant dollars from the grant are not available for management, reporting, and evaluation purposes we have the ability to provide these training services at an hourly rate.

Grants Funded (partial list)

Since opening the firm, California Consulting has written every type of grant available through federal, state, and private foundations. Below is a sampling of some of the grants California Consulting Grant Writers have successfully written and been awarded to include Urban Greening grants for its municipal clients and special districts.

<i>Grant Name</i>	<i>Client Name</i>	<i>Award Amount</i>
Urban Greening Grant	City of Lynwood	\$2,853,000
Prop 1 Storm Water Grant Program (Round 1)	City of Hermosa Beach	\$3,099,400
CalFire Urban Forest Management & Expansion	City of Carson	\$270,000
Rubberized Asphalt Concrete (RAC) Program	City of Monterey Park	\$66,218
Firesubs Public Safety Grant	City of Vacaville	\$24,806
CalFire Urban & Community Grant Program	City of Maywood	\$201,000
Urban Greening Grant	City of Westminster	\$2,324,140
Caltrans Active Transportation Program (ATP) Cycle 3 Grant	City of Patterson	\$907,000
Rivers and Mountains Conservancy (RMC)	City of Lynwood	\$1,692,575
Pre- Disaster Flood Mitigation Assistance - FEMA	City of Lynwood	\$51,562
WaterSmart Small scale efficiency	City of Coachella	\$75,000
FEMA Staffing for Adequate Fire & Emergency Response (SAFER)	Cosumnes CSD Fire Department	\$1,947,191
CA State Parks/OGALS Land Water Conservation Fund	City of Oakley	\$413,515
HCD Housing Related Parks Program	City of San Fernando	\$193,950
CalTrans Systemic Safety Analysis Report Program	City of Hermosa Beach	\$93,500
HCD Housing Related Parks Program (HCD)	City of Lompoc	\$307,450

HCD Housing Related Parks Program (HCD)	City of Lynwood	\$516,150
OTS Pedestrian/Bicycle Safety Grant	City of Lompoc	\$25,000
DBW Non-Motorized Boat Launching Grant	City of Waterford	\$470,290
FEMA Staffing for Adequate Fire & Emergency Response (SAFER) Grant	City of Upland	\$2,499,627
CalRecycle Tire Derived Product Grant	City of San Joaquin	\$149,865
CalTrans Active Transportation Program (ATP) Cycle 2	City of Rosemead	\$702,000
Caltrans Highway Safety Improvement Program (HSIP) Cycle 7	City of Monterey Park	\$312,160
Caltrans Highway Safety Improvement Program (HSIP) Cycle 7	City of Pismo Beach	\$163,260
CalTrans Active Transportation Program (ATP) Cycle 2 - StanCOG Local Solicitation	City of Patterson	\$594,000
USDOJ COPS Hiring	City of San Fernando	\$125,000
CA State Parks Land & Water Conservation Fund (LWCF)	City of Huntington Park	\$650,000
CalFire Urban & Community Forestry Management for GHG Reduction Grant	City of Patterson	\$150,400
HUD Lead Based Paint Abatement Program	City of Huntington Park	\$1,057,000
USDOJ COPS Hiring Program	City of Orange Cove	\$125,000
USDOJ COPS Hiring Program	City of Chowchilla	\$189,100
CalTrans Active Transportation Program (ATP) Grant Cycle 1	City of Chowchilla	\$550,000
FEMA Assistance to Firefighters Grant (AFG)	City of Orange Cove	\$269,388
Energy Conservation Assistance Act Low Interest Loan	City of Patterson	\$2,876,172
CNRA Prop 84 California River Parkways Grant	City of Waterford	\$1,478,340
CalEMA (CalOES) Law Enforcement Specialized Units Grant	City of Orange Cove	\$536,937

Cost of Proposed Services

California Consulting is a full service grant writing firm. We are experts in the fields of grant research, grant writing, and grant administration. California Consulting can offer services as detailed in this RFP Response for the City of Needles at the rate of \$95 per hour plus reimbursement of out of pocket expenses. The \$95 hourly rate is for all grant writing services performed by one of our Project Managers.

Staff Name/Position	Hourly Rate
Steve Samuelian, CEO	\$250.00 per hour
Holly Bachman, Statewide Senior Director	\$150.00 per hour
Danielle Sotelo, Senior Project Manager	\$110.00 per hour
David Marquez, Karen Simpson, Ilya Malinsky – Project Managers	\$95.00 per hour

Reimbursable Expenses	Rate
Mileage (Current IRS Rate)	\$0.545 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

**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.*

EXHIBIT C
Insurance Requirements

Time for Compliance.

Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

Minimum Requirements.

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- ii. **Automobile liability.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker's Compensation.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Other Provisions or Requirements

- **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant

or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the 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.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change

results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.