

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
TOWNSEND PUBLIC AFFAIRS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 21st day of March, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TOWNSEND PUBLIC AFFAIRS, INC., a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide grant writing consulting services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed Fifty Thousand Dollars (\$50,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on March 20, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall

be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the

representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Townsend Public Affairs, Inc.  
14017 Dove Street, Suite 330  
Newport Beach, CA 92660  
Tel: (949) 399-9050  
Attn: Cori Williams

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5156  
Attn: Dan Baker

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the

laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090.



During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative

of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.


6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

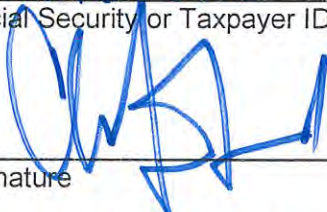
CONSULTANT

  
\_\_\_\_\_  
Signature

Date: 3/30/17

CHRISTOPHER TOWNSEND  
Christopher Townsend, President

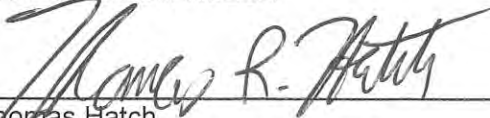
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Social Security or Taxpayer ID Number

  
\_\_\_\_\_  
Signature

Date: 3/30/17

CHRISTOPHER TOWNSEND  
Christopher Townsend, Secretary

CITY OF COSTA MESA

  
\_\_\_\_\_  
Thomas Hatch  
City Manager

Date: 4/5/17

ATTEST:

Brenda Green 4/5/17

Brenda Green  
City Clerk



APPROVED AS TO FORM:

[Signature]

Thomas Duarte  
City Attorney

Date: 03/29/17

APPROVED AS TO INSURANCE:

[Signature]

Ruth Wang  
Risk Management

Date: 3/28/17

APPROVED AS TO CONTENT:

[Signature]

Daniel Baker  
Project Manager

Date: 3/29/17

DEPARTMENTAL APPROVAL

[Signature]

Tamara Letourneau  
Assistant City Manager

Date: 3/29/17

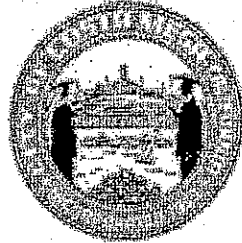
APPROVED AS TO PURCHASING:

[Signature]

Stephen Dunivent  
Interim Finance Director

Date: 3.30.17

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



REQUEST FOR PROPOSAL

FOR

GRANT WRITING CONSULTING SERVICES

RFP No. 17-07



City Manager's Office

CITY OF COSTA MESA

Released on December 21, 2016

**REQUEST FOR PROPOSAL  
FOR  
GRANT WRITING CONSULTING SERVICES**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified public entity or private firms (hereinafter referred to as "Proposer"). The awarded Contractor, (hereinafter referred to as "Contractor") in accordance with the Sample Professional Service Agreement terms, conditions, and scope of work "Appendix A". Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term is expected to be for three (3) years with two (2) one-year options to renew.

**I. GENERAL INFORMATION**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$119 million and a total budget of over \$154 million for fiscal year 2015-2016.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have at least five years of prior experience on similar types of projects. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, reference check, project understanding, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City's website at [www.costamesaca.gov](http://www.costamesaca.gov). Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

|                                      |  |
|--------------------------------------|--|
| Release of RFP                       | December 21, 2016                                  |
| Deadline for Written Questions       | January 3, 2017 at 11:00 a.m.                      |
| Responses to Questions Posted on Web | January 5, 2017                                    |
| Proposals are Due                    | January 11, 2017 at 2:00 p.m.                      |
| Interviews (if held)                 | January 16 <sup>th</sup> – 19 <sup>th</sup> , 2017 |
| Approval of Contract                 | TBD  |

\*\*All dates are subject to change at the discretion of the City.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter:** Complete Appendix B, Forms and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Attachment A, Scope of Work, of this RFP.
- **Company Experience and Capabilities:**
  - a. Identify the years of experience your firm and the principals who will be assigned to work with the City have in providing project manager services for governmental agencies. Please indicate years of experience both on a firm and an individual basis.



b. Identify the **number of issues** for which **your firm and the principals** who will be assigned to work with the City have acted as lead project manager in the past three (3) years. Please indicate numbers of issues both on a firm and an individual basis.

c. Briefly discuss and provide examples that illustrate the firm's resources, commitment and demonstrated ability to complete all components of all projects in a timely manner, including but not limited to, attending meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to City staff and members of the City Council, and assisting with due diligence and disclosure processes relevant to the scope of services.

- **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.

- **Staffing:** Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications:** The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:



1. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
2. A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
3. For private Proposers, provide at least five references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
  - Client name
  - Project description
  - Project start and end dates
  - Client project manager name, telephone number, and e-mail address.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
- **Cost Proposal:** All Proposers are required to use **Attachment B, Cost Proposal** to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with Proposals:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Cost Proposal
5. Disclosure of Government Positions
6. Disqualifications Questionnaire
7. Staffing Plan

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- **Number of Proposals:** Submit one original, five (5) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received no later than **2:00 p.m. (P.S.T)** on January 11, 2017 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

City of Costa Mesa  
City Hall  
Office of the City Clerk  
77 Fair Drive  
Costa Mesa, CA 92628-1200

RE: RFP No. 17-07 GRANT WRITING CONSULTING SERVICES

- **Inquiries:** Questions about this RFP must be directed in writing, via e-mail to:

RFP Facilitator: Stephanie Urueta at [stephanie.urueta@costamesaca.gov](mailto:stephanie.urueta@costamesaca.gov)

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa-Official City Web Site-Business-Bids & RFP's](#). Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **January 3, 2017**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

**Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

**W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. **Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Company Experience and Capabilities ----- 30%**
2. **Approach and Methodology ----- 25%**
3. **Staffing ----- 20%**
4. **Qualifications ---20%**
5. **Cost Proposal ---- 5%**

4. **Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation/Selection Committee

(Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **January 16, 2017 through January 19, 2017** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless

an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

**A. Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, Appendix B with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services

under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix B**.
12. **Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.** Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for maintenance services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation Proposals and determining the lowest responsible bidder.
13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix B**.
14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & IFB's. Proposers should check this web page daily for new information.

**APPENDIX B**

**FORMS**

**Vendor Application Form**

**Ex Parte Communications Certification**

**Disclosure of Government Positions**

**Disqualification Questionnaire**

**Company Profile & References**

**Staffing Plan**





VENDOR APPLICATION FORM  
FOR  
RFP NO. 17-07  
GRANT WRITING CONSULTING SERVICES

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

- NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION  LIMITED LIABILITY PARTNERSHIP  
 INDIVIDUAL  SOLE PROPRIETORSHIP  
 PARTNERSHIP  UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-07 GRANT WRITING CONSULTANT SERVICES** at any time after **December 21, 2016**.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

**OR**

I certify that Proposer or Proposer's representatives have communicated after **December 21, 2016** with a City Councilmember concerning **RFP No. 17-07 GRANT WRITING CONSULTANT SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

**COMPANY PROFILE & REFERENCES**

Company Profile

Company Legal Name: \_\_\_\_\_

Company Legal Status (corporation, partnership, sole proprietor etc.): \_\_\_\_\_

Active licenses issued by the California State Contractor's License Board: \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the firm has been in business: \_\_\_\_\_ Length of time at current location: \_\_\_\_\_

Is your firm a sole proprietorship doing business under a different name:  Yes  No

If yes, please indicate sole proprietor's name and the name you are doing business under: \_\_\_\_\_

Is your firm incorporated:  Yes  No If yes, State of Incorporation: \_\_\_\_\_

Federal Taxpayer ID Number: \_\_\_\_\_

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

Contact person in reference to this solicitation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**COMPANY PROFILE & REFERENCES**

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

## STAFFING PLAN

## 1. Primary Staff to perform Agreement duties

| Name | Classification/Title | Years of Experience |
|------|----------------------|---------------------|
|      |                      |                     |
|      |                      |                     |
|      |                      |                     |
|      |                      |                     |
|      |                      |                     |

## 2. Alternate staff (for use only if primary staff are not available)

| Name | Classification/Title | Years of Experience |
|------|----------------------|---------------------|
|      |                      |                     |
|      |                      |                     |
|      |                      |                     |
|      |                      |                     |

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.



**ATTACHMENT A**  
**SCOPE OF WORK**  
**FOR**  
**GRANT WRITING CONSULTANT SERVICES**

The selected Proposer (hereinafter referred to as "Consultant") will be responsible for providing the following services to the City:

1. *Funding Needs Analysis* – Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;

2. *Grant Funding Research* – Conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the City's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to:

- a) Economic development
- b) Criminal justice technology programs
- c) Housing and housing programs
- d) Infrastructure development and maintenance
- e) Public safety
- f) Technology
- g) Parks and recreation programs
- h) Multimodal transportation
- i) Workforce development
- j) Records management
- k) Senior, family, and youth programs
- l) Energy efficiency and sustainability

3. *On-Call Grant Research* – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by the City.

4. *Grant Proposal Development* – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the City.

5. *Legislative Advocacy* – Provide legislative advocacy services on behalf of City by contacting legislators and legislative staff to promote City message and needs.

6. *Monthly Reports* – The successful consultant shall submit monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

**ATTACHMENT B**  
**COST PROPOSAL**  
**FOR**  
**GRANT WRITING CONSULTANT SERVICES**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

| Employee | Hourly Rate | Hours worked | Total Cost | Overtime rate |
|----------|-------------|--------------|------------|---------------|
|          | \$          |              | \$         | \$            |
|          | \$          |              | \$         | \$            |
|          | \$          |              | \$         | \$            |
|          | \$          |              | \$         | \$            |
|          | \$          |              | \$         | \$            |
|          | \$          |              | \$         | \$            |
|          | \$          |              | \$         | \$            |
|          | \$          |              | \$         | \$            |

|                                     |    |
|-------------------------------------|----|
| <b>Total Estimated Annual Price</b> | \$ |
|-------------------------------------|----|

**EXHIBIT B**

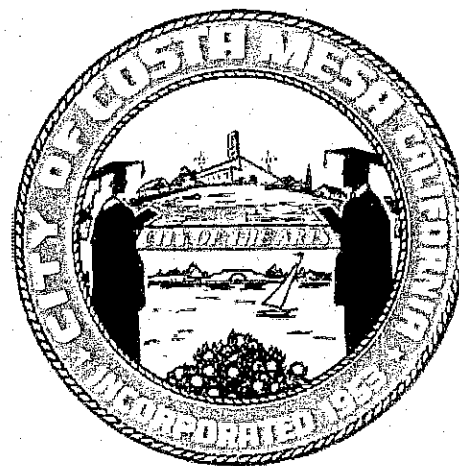
**CONSULTANT'S PROPOSAL**

# TOWNSEND

PUBLIC AFFAIRS

1775

COPY



Proposal for  
Grant Writing Consulting Services

January 11, 2017

WWW.TOWNSENDPA.COM

SALMON FALLS WASHINGTON DC  
NORTHERN CALIFORNIA CENTRAL CALIFORNIA  
SOUTHERN CALIFORNIA

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Stephanie Urueta, RFP Facilitator  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

January 11, 2017

Dear Ms. Urueta:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for grant writing consulting services to the City of Costa Mesa ("City").

TPA operates five offices in California and Washington, D.C. The TPA office in Orange County is located three miles from City Hall in Costa Mesa, California, and will be the office from which the project will be managed:

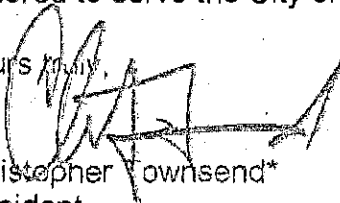
- Townsend Public Affairs, Inc.  
1401 Dove Street, Suite 330, Newport Beach, CA 92660  
(949) 399-9050

Since its inception in 1998, TPA has earned the reputation of providing the experience, resources, and relationships expected from a premier grant writing and funding advocacy firm while also giving clients the unique brand of customer service they deserve: personal attention, accessibility, and passion for their mission.

TPA uses a comprehensive approach for managing funding advocacy that is tailored to leverage our expertise and vast political network to help achieve grant awards for our clients. We have secured over **\$1 Billion** in competitive grants from local, state, and federal government agencies, as well as nonprofit and private sources. Our success is the result of the breadth and depth of our experience as dedicated state and federal funding advocates and grant writers.

Please contact us if you have any questions or need additional information. We would be honored to serve the City of Costa Mesa.

Yours truly,



Christopher Townsend\*  
President

\*Individual authorized to bind TPA

Note: Our proposal meets the 20-page limit, with an additional 13 pages of required forms, index/table of contents, tables, charts, graphic exhibits, and pricing forms that are exempt from the 20-page limit, pursuant to Page 3 of the RFP and Page 2 of the Q and A of the RFP.



VENDOR APPLICATION FORM  
FOR  
RFP NO. 17-07  
GRANT WRITING CONSULTING SERVICES

TYPE OF APPLICANT:  NEW  CURRENT VENDOR  
Legal Contractual Name of Corporation: Townsend Public Affairs, Inc.

Contact Person for Agreement: Christopher Townsend

Corporate Mailing Address: 1401 Dove Street, Suite 330

City, State and Zip Code: Newport Beach, CA 92660

E-Mail Address: ChristopherTownsend@TownsendPA.com

Phone: (949) 399-9050 Fax: (949) 476-8215

Contact Person for Proposals: Cori Williams

Title: Senior Associate E-Mail Address: CWilliams@TownsendPA.com

Business Telephone: (949) 399-9050 Business Fax: (949) 476-8215

Is your business: (check one)

- NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION  LIMITED LIABILITY PARTNERSHIP  
 INDIVIDUAL  SOLE PROPRIETORSHIP  
 PARTNERSHIP  UNINCORPORATED ASSOCIATION

RFP#17-07-C01259

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names                | Title     | Phone          |
|----------------------|-----------|----------------|
| Christopher Townsend | President | (949) 399-9050 |
| Christopher Townsend | Secretary | (949) 399-9050 |
|                      |           |                |
|                      |           |                |
|                      |           |                |
|                      |           |                |

Federal Tax Identification Number: 91-1929265

City of Costa Mesa Business License Number: None

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A





## UNDERSTANDING OF THE CITY

TPA has provided grant writing services to municipal and government agencies for over 19 years. TPA has direct experience working with the City of Costa Mesa as a consultant for the 405 Coalition Project as well as additional perspective from our work with former and current clients that overlap with the City, including Coast Community College District, Mesa Water, Orange County Sanitation District, Orange County Water District, and the Municipal Water District of Orange County. Furthermore, both the President of TPA and the TPA Project Manager were raised in Orange County and are personally familiar with the services and amenities of the City. **Finally, to demonstrate our understanding of the City, TPA has provided an initial list of relevant grant opportunities in Appendix B.**

## WORK TO BE DONE AND OBJECTIVES TO BE ACCOMPLISHED

TPA's time-tested process for grant writing dovetails nicely with the Scope of Work for this RFP, as outlined in Attachment A on Page 32. The following comprehensive framework interlaces the City's grant writing scope with current TPA practices:

- 1. Funding Needs Analysis:** To best understand needs and priority projects, TPA will work with City staff to facilitate meetings with City departments for an onboarding or "funding needs analysis". This ensures that TPA's efforts on behalf of the City accurately and effectively align with City priorities, including the assessment of the validity of current funding priority areas, the identification of changes in funding priority areas, and the identification of new priority areas for possible funding. Utilizing the information gathered during the onboarding process, TPA will also work with City staff to facilitate meetings with City departments to assess urgent timelines for grant submittals, specific priority and near-term projects, capital improvement projects lists, and other ideas. The strategy developed by TPA will list the City's projects, outline multiple funding options for each project, and develop a comprehensive work plan and timeline for each project.
- 2. Grant Funding Research:** Upon the conclusion of the onboarding and funding needs analysis, TPA will meet internally to identify grant resources, including but not limited to federal, state, foundation, agencies, and organizations that support the City's funding needs and priorities. TPA will use special list-serve subscription programs, funding workshops, agency canvassing, and relevant agency contacts to ensure that every potential opportunity is identified and reviewed for relevance with the City's projects and funding needs. TPA will reconvene with the City after exhaustive grant research has been conducted to review a grants matrix composed of opportunities recommended by TPA, emphasizing grants which require no "matching" funds. TPA will collaborate with the City to select and prioritize opportunities for pursuit and additional follow up, including but not limited to the priorities listed in Attachment A Scope of Work. **Please note Appendix B of this proposal includes an initial list of relevant grant opportunities we have identified for the City.**

- 3. On-Call Grant Research:** TPA will continue to identify new and emerging grant funding opportunities via research and networking opportunities. As a supplement to independent research conducted by TPA, we will also research grant opportunities that are identified by the City. This on-call grant research will be conducted to ensure that other areas, beyond those in Attachment A Scope of Work, may also be identified throughout the funding needs analysis process and the duration of the contract. TPA will update the City's grant funding matrix on a regular basis to ensure it contains the most recent opportunities. This matrix will include summaries, deadlines, project eligibility, and funding amounts associated with potential funding opportunities relevant to the City's projects and priority funding needs.
- 4. Grant Proposal Development:** TPA will closely work with the City on the development, drafting, submission, and follow-up of grant applications. TPA will provide the City with general grant proposal writing services associated with the completion of grant applications. This will include the preparation of funding summaries, the submittal of applications to funding sources, and the drafting of narratives, budgets, concept plans, certifications, and other items, as required by the specific grant programs. A copy of each grant application package submitted for funding, in its entirety, will be provided to the City. TPA will also provide strategic support. TPA will leverage relationships with key officials in various funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. TPA will remain available to perform other necessary tasks that relate to the successful completion and submission of a grant application, including hand delivery, utilizing TPA staff from offices in Sacramento and Washington, DC.
- 5. Legislative Advocacy:** TPA will provide legislative advocacy services on behalf of the City by contacting legislators and legislative staff to promote the City's message and needs. This will include drafting letters of support after grant submissions and distributing them to Members of the City's legislative delegation for their consideration. In addition, TPA will work with the City's legislative representatives to reach out to individual granting agencies to provide background on City projects and convey their support. Furthermore, TPA will track and advocate for legislative proposals that create funding opportunities for the City. This will include new funding programs run by state agencies, statewide bond initiatives, and budget appropriations.
- 6. Monthly Reports:** TPA will confer regularly with the City on its funding agenda via a schedule and format mutually agreed to by the City and TPA. TPA will submit monthly reports to the City summarizing the amount of time expended, describing activities undertaken during the previous month, and status of those activities. In addition to written reports, TPA can be available for in-person reports as requested by the City, as well as participate in regular planning and coordination meetings with the City.

a. IDENTIFY THE YEARS OF EXPERIENCE YOUR FIRM AND THE PRINCIPALS WHO WILL BE ASSIGNED TO WORK WITH THE CITY HAVE IN PROVIDING PROJECT MANAGER SERVICES FOR GOVERNMENTAL AGENCIES.

- **Years of Experience of Firm:** 19
- **Years of Experience of Principals:** Christopher Townsend, President: 19; Cori Williams, Senior Associate/Project Manager: 7; Casey Elliott, State Capitol Director: 11; Gary Rogers, Associate: 7; Eric O'Donnell, Associate: 2; James Peterson, Director: 1

b. IDENTIFY THE NUMBER OF ISSUES FOR WHICH YOUR FIRM AND THE PRINCIPALS WHO WILL BE ASSIGNED TO WORK WITH THE CITY HAVE ACTED AS LEAD PROJECT MANAGER IN THE PAST THREE (3) YEARS.

| NUMBER OF ISSUES OF FIRM AND PRINCIPALS                     |   |
|---|---|
| FIRM  | PRINCIPALS  |
| Local Governance (Cities, Counties, Special Districts)      | Christopher Townsend, Cori Williams, Casey Elliott, Gary Rogers, Eric O'Donnell, James Peterson |
| Budget, Finance, and Redevelopment Agency Dissolution (RDA) | Casey Elliott   |
| Water and Sanitation Policy and Infrastructure              | Christopher Townsend, Cori Williams, Casey Elliott, Gary Rogers, Eric O'Donnell, James Peterson |
| Parks and Community Facilities                              | Christopher Townsend, Cori Williams, Casey Elliott, Gary Rogers, Eric O'Donnell                 |
| Cultural and Historical Preservation                        | Christopher Townsend, Casey Elliott   |
| Education Policy and Facilities                             | Christopher Townsend, Casey Elliott   |
| Natural Resources   | Christopher Townsend, Cori Williams, Casey Elliott, Gary Rogers, Eric O'Donnell, James Peterson |
| Energy  | Christopher Townsend, Cori Williams, Gary Rogers, Eric O'Donnell, James Peterson                |
| Medicinal Cannabis Policy                                   | Christopher Townsend, Casey Elliott   |
| Housing and Economic Development                            | Christopher Townsend, Cori Williams, Gary Rogers, Eric O'Donnell, James Peterson                |
| Transportation Policy and Infrastructure                    | Christopher Townsend, Cori Williams, Gary Rogers, James Peterson                                |
| Public Safety   | Christopher Townsend, Cori Williams, Casey Elliott, Gary Rogers                                 |
| Border Security   | Christopher Townsend, James Peterson  |
| Public Lands and Tribal Relations                           | Christopher Townsend, James Peterson  |



- c. BRIEFLY DISCUSS AND PROVIDE EXAMPLES THAT ILLUSTRATE THE FIRM'S RESOURCES, COMMITMENT AND DEMONSTRATED ABILITY TO COMPLETE ALL COMPONENTS ON ALL PROJECTS IN A TIMELY MANNER.

TPA uses a collaborative approach for managing grant writing and funding advocacy. With a team of 13 grant writers and registered funding advocates, TPA has the extensive knowledge of public policy issues and related funding opportunities expected from a large firm. TPA also boasts the attention of a small firm, with customized and focused customizer service, including a local client manager as well as senior executives based in Sacramento and Washington, DC. TPA President Christopher Townsend is actively involved in the development of client funding strategies and he leverages top-level relationships to maximize success.

The TPA office in Orange County provides us with the availability for immediate in-person staff meetings, presentations, and reports to City staff and the City Council. TPA President Christopher Townsend and Project Manager Cori Williams have strong ties in Orange County, including close relationships with the Orange County legislative delegation, local elected officials, and local agency staff. Additionally, all Members of the assigned project team have strong relationships and contacts in Sacramento and Washington, D.C.

TPA's approach to grant writing and funding advocacy has been honed over the last 19 years and has resulted in the achievements summarized below. *(A detailed 12-page schedule of our over 400 local, state, and federal funding achievements can be provided upon request.)* Our success illustrates the firm's resources, commitment, and demonstrated ability to complete all components on all client projects in a timeline manner, including but not limited to: attending grants and related meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to City staff and members of the City Council, and assisting with due diligence, disclosure processes, and other compliance needs relevant to the scope of services.

| Funding Area            | Local/State Funding    | Federal Funding        | All Sources           |
|-------------------------|------------------------|------------------------|-----------------------|
| Housing and Development | \$323 Million          | \$5.9 Million          | \$328.9 Million       |
| Public Safety           | \$15.7 Million         | \$40.7 Million         | \$56.4 Million        |
| Parks and Recreation    | \$66.6 Million         | \$825,000              | \$67.4 Million        |
| Transportation          | \$122 Million          | \$100.1 Million        | \$222.1 Million       |
| Education               | \$171.5 Million        | \$22.3 Million         | \$193.8 Million       |
| Arts and Culture        | \$92.7 Million         | \$7 Million            | \$99.7 Million        |
| Water Infrastructure    | \$65 Million           | \$1.8 Million          | \$66.8 Million        |
| <b>FUNDING TOTAL</b>    | <b>\$856.5 Million</b> | <b>\$178.6 Million</b> | <b>\$1.03 Billion</b> |

PROVIDE A DETAILED DESCRIPTION OF THE APPROACH AND METHODOLOGY TO BE USED TO ACCOMPLISH THE SCOPE OF WORK OF THIS RFP.

1. AN IMPLEMENTATION PLAN THAT DESCRIBES IN DETAIL (I) THE METHODS; (II) METHODOLOGY FOR SOLICITING AND DOCUMENTING VIEWS OF INTERNAL AND EXTERNAL STAKEHOLDERS; (III) AND ANY OTHER PROJECT MANAGEMENT OR IMPLEMENTATION STRATEGIES.

TPA will implement the following controls, grant review, project management and implementation strategies. This will ensure that a thorough review process, including quality assurance and quality control, is employed:

- TPA will conduct a thorough review of the grant application and organize an outline to ensure that all specific requirements of the grant program are addressed in the order, format, and content requested. This will then serve as a checklist for the grant application.
- TPA will identify and establish a collaborative relationship with relevant City officials and stakeholders who are responsible for the project. Through this process, TPA will better understand the nuances of the application to ensure it is accurately presented in the most competitive fashion.
- TPA will work with the City to gather and incorporate all empirical data and demographics that could not be otherwise accessed.
- TPA will reach out to the funding agency and key stakeholders prior to the grant application deadline to discuss the competitive priorities, trends, and buzz words of the grant program as well as to solicit internal and external stakeholder feedback to ensure that the application closely aligns with funding priorities.
- TPA will identify and develop a coalition of supporters who can provide additional data, outreach, and perspective to improve the competitiveness of the application.
- TPA will write a comprehensive first draft of the application, including narratives, budget, concept plans, letters of support, and other items needed for submittal.
- After the first draft of the grant application has been prepared, TPA will conduct meetings with the City to confirm program priorities align with the draft application.
- TPA will present the draft application to the City for approval, especially in instances where matching funds are required. Once approval is received from all involved members of the City, TPA will revise the application to align with new feedback and incorporate all changes.
- TPA will send the revised proposal to the respective City staff members for a final review prior to submission. TPA will submit the application to the appropriate agency within all submission requirements.

**2. DETAILED DESCRIPTION OF EFFORTS YOUR FIRM OR ENTITY WILL UNDERTAKE TO ACHIEVE CLIENT SATISFACTION AND TO SATISFY THE REQUIREMENTS OF THE SCOPE OF WORK.**

TPA uses two methods of assessment to achieve client satisfaction and to satisfy the requirements of the grant writing scope of work:

- 1. Grants Matrix:** The City will receive a comprehensive grants matrix following the funding needs analysis and onboarding meeting. This funding matrix will reflect all potential funding opportunities that TPA will pursue on behalf of the City. The funding matrix will also outline and organically evaluate the following criteria: (1) Quantity of the funding opportunities; (2) Variety of the funding opportunities; and (3) The results of the submitted grant applications.
- 2. Monthly Reports:** TPA will provide detailed monthly reports to the City as required in Attachment A Scope of Work. These reports will provide an update on all grant activity, including progress of grant research, grant applications, funding success, and other funding advocacy efforts undertaken by TPA. This report will provide a benchmark for TPA over the course of one year to illustrate the following criteria: (1) The quantity, quality, and consistency of activity over time; and (2) The success of TPA's efforts on behalf of the City's funding agenda and priorities.

**3. DETAILED PROJECT SCHEDULE IDENTIFYING ALL TASKS AND DELIVERABLES TO BE PERFORMED, DURATIONS, AND OVERALL TIME OF COMPLETION, INCLUDING A COMPLETE TRANSITION PLAN.**

Specific timeframes can vary depending upon the length and complexity of the grant. Some applications are labor and time intensive while others can be completed in a shorter timeframe with equal success. For purposes of this proposal, we have provided an outline of a 60-day grant writing schedule:

| <b>PROJECT SCHEDULE (DURATIONS AND TIME)</b>       |   |
|--|---|
| Project Orientation                                | 3 |
| Initial Grant Research                             | 7 |
| Consultation with the City and Outside Consultants | 4 |
| Grant Application Review and Outline               | 3 |
| Partnership, Development, and Strategy             | 4 |
| Data Collection and Incorporation                  | 6 |
| Key Stakeholders and Funding Agency Meetings       | 5 |
| Local Support Development                          | 8 |
| Grant Application Draft                            | 4 |
| City Staff Review and Approval                     | 7 |
| Grant Application Revision                         | 3 |
| Final Departmental Review                          | 5 |
| Final Grant Application Submission                 | 1 |

| <b>TASKS AND DELIVERABLES</b>     |  |
|-----------------------------------|--|
| <b>Funding Needs Analysis</b>     | <ul style="list-style-type: none"> <li>• Lead funding needs analysis and onboarding with the City to gain an understanding of program and funding needs and how best to achieve stated goals</li> <li>• Schedule briefings and/or tours with the City's state and federal representatives to update them on City priorities and key projects, and discuss the pursuit of budget earmarks</li> </ul>  |
| <b>Grant Funding Research</b>     | <ul style="list-style-type: none"> <li>• Work with staff to interpret guidelines and participate in the development of guidelines to ensure City projects are well positioned and eligible, including attending technical assistance workshops hosted by agencies that administer relevant grant programs that align with City projects. This may include public comment provided by TPA on behalf of the City</li> <li>• Provide the City with a comprehensive grants matrix, including detailed schedule of upcoming application deadlines, as they are released</li> </ul>  |
| <b>On-Call Grant Research</b>     | <ul style="list-style-type: none"> <li>• Evaluation of new and emerging grant opportunities as well as those identified by the City</li> <li>• Review updated grant guidelines with City staff to ensure eligibility and begin any pre-approval process required, such as environmental clearance, including the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and governing body resolutions for upcoming grant deadlines</li> </ul>   |
| <b>Grant Proposal Development</b> | <ul style="list-style-type: none"> <li>• Take the lead on developing grant applications, including crafting narratives, budgets, concept plans, letters of support, and other necessary items for grant submittals</li> <li>• Develop timelines and checklists for identified grants to ensure timely grant completion and submission</li> <li>• Develop and maintain a reporting mechanism that captures the grants currently being evaluated, grant proposals underway, and grant application outcomes in an organized fashion</li> <li>• Identify any recent unsuccessful applications and work with the City and relevant funding agency staff to evaluate the strengths and weaknesses of the application to better position the City for future funding opportunities</li> </ul> |
| <b>Legislative Advocacy</b>       | <ul style="list-style-type: none"> <li>• Provide talking points to local and state elected officials to reach out in support of the City's recently submitted grant applications and secure letters of support to be submitted with the application</li> </ul>   |
| <b>Monthly Reports</b>            | <ul style="list-style-type: none"> <li>• Provide the City with a monthly report that outlines the amount of time expended, describes activities undertaken during the previous month, and status of those activities</li> </ul>  |



The funding needs analysis and onboarding will facilitate a thorough transition process, so that TPA can immediately serve as a holistic augmentation to City staff and alleviate much of the burden of grant writing.

The use of the team approach to client management allows TPA to confirm there will be no fluctuations in service needs. If for any reason the Project Manager or any of the project team members are temporarily unavailable, the remaining team members will be able to seamlessly continue the provision of service. There will be no price adjustments to our proposed fee during the tenure of our contract.

#### 4. DETAILED DESCRIPTION OF SPECIFIC TASKS YOU WILL REQUIRE FROM CITY STAFF.

TPA will minimize the burden on City staff by serving as the proactive lead on all grant-related activities. TPA will only request information or feedback from City Staff that is otherwise unavailable outside of City Hall. We have identified the following allocation of specific tasks between TPA Staff and City Staff to complete the scope of work:

- **FUNDING NEEDS ANALYSIS: TPA Staff Role:** Schedule, facilitate, attend, and develop all follow up material generated by the funding needs analysis and onboarding process. **City Staff Role:** Attend the funding needs analysis and onboarding process.
- **GRANT FUNDING RESEARCH: TPA Staff Role:** Research grants, compile grant opportunities, and develop a comprehensive grants matrix and timeline that aligns with City projects. **City Staff Role:** Provide feedback on the grants matrix to ensure the opportunities identified will ultimately warrant a grant application.
- **ON-CALL GRANT RESEARCH: TPA Staff Role:** Identify new and emerging grant opportunities through independent grant research as well as research new grant opportunities identified by the City. **City Staff Role:** Participate in discussions with TPA as needed to provide feedback regarding new grant opportunities.
- **GRANT PROPOSAL DEVELOPMENT: TPA Staff Role:** Draft, develop, complete, submit, and follow up on all grant applications; secure letters of support and engage in follow up funding advocacy efforts. **City Staff Role:** Provide documents and technical information that TPA would not be able to access otherwise.
- **LEGISLATIVE ADVOCACY: TPA Staff Role:** Develop and implement an outreach program to brief legislators and staff about the City's strategic funding agenda. **City Staff Role:** Provide feedback as needed to TPA regarding the City's message.
- **MONTHLY REPORTS: TPA Staff Role:** Prepare reports that summarize the amount of time expended, the activities undertaken during the previous month,





and the status of those activities. **City Staff Role:** Provide feedback as needed to TPA regarding the monthly report.

5. PROPOSERS ARE ENCOURAGED TO PROVIDE ADDITIONAL INNOVATIVE AND/OR CREATIVE APPROACHES FOR PROVIDING THE SERVICE.

TPA has cultivated an extensive network of powerful relationships with state and federal legislators and funding agency officials that can be leveraged to advance the funding agenda and priorities of the City. TPA uses two innovative and creative approaches to generate additional funding opportunities: State Budget Legislation and State Bond Legislation. While these activities are above and beyond the typical grant writing scope of work, TPA believes this creative funding advocacy approach is critical to maximize efficient, cost-effective operations and increased performance capabilities.

**State Budget Legislation:** TPA has worked with several municipal clients to secure project funding in the State Budget through legislative-directed grants. For example, last year TPA secured grants in the State Budget for the Cities of Huron, Mendota, and Firebaugh in the amounts of **\$4 million**, **\$1.2 million**, and **\$950,000**, respectively, to fund the construction, relocation, or renovation of their police facilities.

TPA will work to create funding opportunities for the City beyond current grant programs via the FY 2017-18 State Budget and related legislation.



**State Bond Legislation:** Since its establishment in 1998, TPA has participated in the development and implementation of many California legislative propositions to provide capital funding for a wide variety of infrastructure projects including transportation, education, water, parks and recreation, cultural and historical resources, and natural resources, including Propositions 12, 13, 14, 40, 50, 84, and 1.

TPA has been working closely with the Senate and Assembly on the drafting of legislation for a Park Bond for the June 2018 statewide ballot. The Park Bond would provide funding for capital projects to improve the California State Park System, support local park projects, and preserve environmental resources and habitats.

TPA will work with the authors of the Park Bond legislation, Senator Kevin de Leon and Assembly Member Eduardo Garcia, as well as the Governor's office and other key stakeholders in the Legislature and State Agencies, to protect and promote funding opportunities relevant to City priorities. Additionally, TPA will work with relevant state agencies to develop guidelines for Park Bond grant programs to ensure that language is included so that City projects are eligible and competitive.

PROVIDE A LIST OF INDIVIDUAL(S) WHO WILL BE WORKING ON THIS PROJECT.

TPA confirms that upon award and during the contract period, we will not assign different personnel to the project without submitting their names and qualifications to the City for approval before they begin work.

|  |   |
|--|---|
|    | <p><b>Christopher Townsend, Strategic Advisor: 4 Hours of Service Per Month</b></p> <ul style="list-style-type: none"> <li>• 33 years of funding advocacy and public policy experience and 19 years as the Founder and President of TPA</li> <li>• Provides strategic guidance and funding advocacy support for every client, including cities and counties</li> <li>• Has close relationship with Governor Jerry Brown dating back to 1974, including his tenure as Mayor of Oakland, where TPA served as his state advocacy and grant writing firm</li> <li>• Leverages a widespread network of relationships in Sacramento and Washington, DC with legislators, staffers, and funding agency officials</li> <li>• Promotes funding for public infrastructure facilities, including water, transportation, education, recreation, cultural, and other community benefits</li> </ul> |
|   | <p><b>Cori Williams, Project Manager: 12 Hours of Service Per Month</b></p> <ul style="list-style-type: none"> <li>• TPA Senior Associate based in Orange County</li> <li>• Nine years of funding advocacy and public policy experience with local public agency clients located throughout California</li> <li>• Significant advocacy and grant writing experience on water policy and infrastructure funding needs</li> <li>• Secured millions in funding for local public agency clients, leveraging relationships with various state agencies</li> <li>• Relationships with key members of the California Legislature and staff throughout California</li> </ul>  |
|  | <p><b>Casey Elliott, Project Consultant: 5 Hours of Service Per Month</b></p> <ul style="list-style-type: none"> <li>• TPA State Capitol Director based in Sacramento</li> <li>• 16 years of legislative and public policy experience:</li> <li>• Extensive experience representing public agencies, having served as the primary lobbyist for numerous cities during his tenure at TPA</li> <li>• Expertise in the policy areas of municipal finance, RDA, State Budget, local control, and water resources</li> <li>• Widespread bi-partisan relationships with the Administration, Department of Finance, Members of the Legislature, and staff</li> </ul>   |



**Gary Rogers, Project Consultant: 10 Hours of Service Per Month**

- Seven years of experience as a grant writer on behalf of local public agency clients throughout California
- Secured millions in grant awards in the policy areas of natural resources, energy, parks and recreation, housing and economic development, and transportation
- Wide knowledge and experience with grant programs from local, state, federal and nonprofit organization sources
- Expertise in the policy areas of parks and recreation, public safety, arts and culture, water resources, education, and transportation



**Eric O'Donnell, Project Consultant: 8 Hours of Service Per Month**

- TPA Associate based in Orange County
- Experience working with local public agency clients throughout California
- Relationships with key staff and Members of the California Legislature
- Secured major funding wins in the area of water resources and parks and recreation on behalf of clients
- Expertise in the policy areas of local governance, water resources and infrastructure, parks and recreation, and natural resources



**James Peterson, Project Consultant: 2 Hours of Service Per Month**

- TPA Federal Office Director
- 18 years of state and federal public policy experience, including 15 years as a Legislative Assistant to US Senator Dianne Feinstein (CA)
- Expertise in the funding areas of public lands, transportation, energy, water resources, agriculture, border security, and tribal relations, as well as the federal appropriations process
- Extensive bi-partisan relationships with congressional members and staff as well as state and federal agencies

## QUALIFICATIONS

1. NAMES OF KEY STAFF THAT PARTICIPATED ON NAMED PROJECTS AND THEIR SPECIFIC RESPONSIBILITIES WITH RESPECT TO THIS SCOPE OF WORK.

### CHRISTOPHER TOWNSEND

*City of Tulare: Highway 99 Carrmill Interchange: \$8 Million*

**Specific Responsibilities:** Working with Transportation Expert and TPA Director Richard Harmon, Christopher leveraged relationships with the California Transportation Commission and the Natural Resources Agency Secretary John Laird to secure **\$8 million** for the City of Tulare. The City was awarded **\$7.5 million** in funding from the Proposition 1B Program, which allowed them to make necessary public safety and infrastructure-focused transportation improvements. Then the City was awarded **\$458,260** from the Environmental Enhancement and Mitigation Program. The grant funded the installation of 350 California native trees, a "smart" irrigation system, a thick layer of mulch, and cobbled swales to capture storm water runoff and allow it to percolate and replenish the groundwater.

*City of San Pablo: Rumrill Sports Park: \$3 Million*

**Specific Responsibilities:** Working with Parks and Recreation Expert and TPA Senior Director Niccolo De Luca, Christopher leveraged relationships with the Department of Parks and Recreation to secure **\$3 million** from the Proposition 84 Statewide Parks Program. This funding allowed the City of San Pablo to construct the Rumrill Sports Park, which features a soccer field complex with 3 synthetic turf and full striped fields, a picnic area, and tot lot.

### CORI WILLIAMS

*City of Buena Park: Bellis Park: \$734,000*

**Specific Responsibilities:** Cori worked with the City of Buena Park to secure grants from two different rounds of the California Housing and Community Development (HCD) Housing-Related Parks Program, totaling **\$734,000**. By leveraging relationships with HCD, Cori helped the City get the funding necessary for the renovation and expansion of their 22.5-acre community facility.

*City of Brea: Tracks at Brea: \$13 Million*

**Specific Responsibilities:** Cori worked with the City of Brea to secure **\$13 million** for their project from multiple funding sources. From the Active Transportation Program (ATP), Cori secured over **\$5.6 million** for the project, which is a four-mile multi-use rail to trail project that will traverse the City. The City was awarded over **\$5 million** from the first round of ATP via their Metropolitan Planning Organization, the Southern California Association of Governments (SCAG). In addition, the City received an additional **\$646,000** in the second round of ATP.

### CASEY ELLIOTT

*City of Reedley: Central Valley Transportation Center: \$1 Million*

**Specific Responsibilities:** Working with TPA Associate Chelsea Vongehr, Casey leveraged relationships with the California Energy Commission to secure **\$1 million** from two different rounds of the Natural Gas Fueling Infrastructure Grant Program. This funding allowed the City of Reedley and the Kings Canyon Unified School District to purchase additional fueling infrastructure equipment for their alternative fueling structures.

**GARY ROGERS**

City of South San Francisco: Brentwood Park: \$67,590

**Specific Responsibilities:** Gary worked with the City of South San Francisco to secure **\$67,590** from the Major-League Baseball (MLB) Baseball Tomorrow Fund. Gary assisted the City with the development and submission of the grant application so that necessary renovations could be made at their Pee Wee Baseball Field.

City of Dinuba: Police Department: \$125,000

**Specific Responsibilities:** Gary worked with the City of Dinuba to secure **\$125,000** in funding from the Community Oriented Police Services (COPS) Hiring Program. Gary leveraged TPA federal office relationships with the US Department of Justice to craft a competitive application so that the City could hire another full-time police officer.

City of Duarte: Senior Center Technology Lab: \$30,000

**Specific Responsibilities:** Gary and Richard Harmon worked with the City of Duarte to secure **\$30,000** from the CRT Settlement Fund. Through this funding, the City was able to purchase equipment for the Senior Center, including tablets and laptops, as well as projector and display components.

City of Reedley: Police Mobile Technology Initiative: \$24,263

**Specific Responsibilities:** Gary and Richard Harmon worked with the City of Reedley to secure over **\$24,263** from the CRT Settlement Fund. The funding allowed the City to purchase Mobile Tablets and the required accessories to enable police officers quicker access to critical data, photo and video capture, as well as the ability for mobility with the devices outside of vehicles and buildings.

**ERIC O'DONNELL**

City of Laguna Beach: DeWitt Property Habitat Restoration: \$500,000

**Specific Responsibilities:** Eric worked with the City of Laguna Beach to secure **\$500,000** from the California River Parkways Grant Program. By leveraging close relationships with the leadership and key staff of the California Natural Resources Agency, Eric crafted a competitive grant application to restore the five-acres of riparian habitat known as the DeWitt parcel.

City of Imperial: Imperial Regional Park and Equestrian Center: \$750,000

**Specific Responsibilities:** Working with TPA Associate Alex Gibbs, Eric leveraged his experience and relationships with the Department of Parks and Recreation to secure **\$750,000** from the Land and Water Conservation Fund for the City of Imperial. Eric and Alex created a model application that met each of the program priorities, ultimately securing the largest award from that round of funding. The award funded the creation of the Imperial Regional Park and Equestrian Center, which will be home to a state-of-the-art equestrian training and competition facility.

**JAMES PETERSON**

City of Oakland: Foot Patrol Beats: \$1.85 Million

**Specific Responsibilities:** As the Federal Director for TPA, James works closely with TPA clients to craft and implement their federal funding agendas. James worked with Niccolo De Luca to secure **\$1.85 million** for the City of Oakland from the COPS Hiring Program. This funding allowed the City to hire 15 additional police officers to support their efforts in building trust through community engagement.

City of Orange Cove: Fire Protection District: \$541,615

**Specific Responsibilities:** Working with Senior Associate Sharon Gonsalves, James leveraged his relationships with the Federal Emergency Management Agency to secure **\$541,615** from the Assistance to Firefighters Grant. This funding allowed the Orange Cove Fire Protection District, which serves the City of Orange Cove and the unincorporated areas of the Counties of Fresno and Tulare, to purchase a new fire truck.

2. A SUMMARY OF YOUR FIRM'S OR ENTITY'S DEMONSTRATED CAPABILITY, INCLUDING LENGTH OF TIME THAT YOUR FIRM HAS PROVIDED THE SERVICES BEING REQUESTED IN THIS REQUEST FOR PROPOSAL.

- **Demonstrated Capability:** TPA has a proven track record of identifying, creating, writing, advocating, and winning over **\$1 Billion** in grants from a variety of funding sources for our clients, TPA has represented over 250 clients, including over 130 local public agencies, such as cities, counties, water and sanitation districts, school districts, community college districts, parks districts, transportation agencies, and other special districts and nonprofit organizations.
- **Length of Time:** 19

3. FOR PRIVATE PROPOSERS, PROVIDE AT LEAST FIVE REFERENCES THAT RECEIVED SIMILAR SERVICES FROM YOUR FIRM. THE CITY OF COSTA MESA RESERVES THE RIGHT TO CONTACT ANY OF THE ORGANIZATIONS OR INDIVIDUALS LISTED.

TPA has provided five references that receive similar services from our firm. They are included in the required form "Company Profile & References" located on Page 27.

FINANCIAL STATEMENTS

PROVIDE THE PROPOSER'S LATEST AUDITED FINANCIAL STATEMENT OR OTHER PERTINENT INFORMATION SUCH AS INTERNAL UNAUDITED FINANCIAL STATEMENTS AND FINANCIAL REFERENCES TO ALLOW THE CITY TO REASONABLY FORMULATE A DETERMINATION ABOUT THE FINANCIAL CAPACITY OF THE PROPOSER. DESCRIBE ANY ADMINISTRATIVE PROCEEDINGS, CLAIMS, LAWSUITS, OR OTHER EXPOSURES PENDING AGAINST THE PROPOSER.

Please see attached financial statement in our original proposal provided by Christian Aldinger of Peasley, Aldinger & O'Bymachow, the certified public accountancy (CPA) corporation for TPA.

TPA does not have any administrative proceedings, claims, lawsuits, or other exposures pending against us.

***Pursuant to Page 5 of the RFP, we have provided our latest audited financial statement to allow the City to reasonably formulate a determination about our financial capacity. Pursuant to Page 1 of the Q and A of the RFP, we have only provided our financial statement in our original proposal and it has been stamped as confidential.***



***Pursuant to Page 5 of the RFP, we have provided our latest audited financial statement to allow the City to reasonably formulate a determination about our financial capacity. Pursuant to Page 1 of the Q and A of the RFP, we have only provided our financial statement in our original proposal and it has been stamped as confidential.***

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**ATTACHMENT B**  
**COST PROPOSAL**  
**FOR**  
**GRANT WRITING CONSULTANT SERVICES**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work, Attachment A. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

| Employee             | Hourly Rate | Hours worked       | Total Cost  | Overtime rate |
|----------------------|-------------|--------------------|-------------|---------------|
| Christopher Townsend | \$ 150.00   | 4                  | \$ 600.00   | \$ 0.00       |
| Cori Williams        | \$ 100.00   | 12                 | \$ 1,200.00 | \$ 0.00       |
| Casey Elliott        | \$ 125.00   | 5                  | \$ 625.00   | \$ 0.00       |
| Gary Rogers          | \$ 100.00   | 10                 | \$ 1,000.00 | \$ 0.00       |
| Eric O'Donnell       | \$ 50.00    | 8                  | \$ 400.00   | \$ 0.00       |
| James Peterson       | \$ 125.00   | 2                  | \$ 250.00   | \$ 0.00       |
|                      | \$          | Total Monthly Cost | \$ 4,075.00 | \$            |
|                      | \$          |                    | \$          | \$            |

|                              |              |
|------------------------------|--------------|
| Total Estimated Annual Price | \$ 48,900.00 |
|------------------------------|--------------|



PLEASE DISCLOSE ANY AND ALL PAST OR CURRENT BUSINESS AND PERSONAL RELATIONSHIPS WITH ANY CURRENT COSTA MESA ELECTED OFFICIAL, APPOINTED OFFICIAL, CITY EMPLOYEE, OR FAMILY MEMBER OF ANY CURRENT COSTA MESA ELECTED OFFICIAL, APPOINTED OFFICIAL, OR CITY EMPLOYEE. ANY PAST OR CURRENT BUSINESS RELATIONSHIP MAY NOT DISQUALIFY THE FIRM FROM CONSIDERATION.

TPA Senior Associate Cori Williams previously served as a college intern and as a policy advisor for Orange County Supervisor John Moorlach during the summers of 2008 and 2010, during which time Costa Mesa Assistant City Manager Rick Francis served as the Deputy Chief of Staff and the Chief of Staff for Supervisor Moorlach.

From 2012-14, when TPA served as a consultant for the City on the 405 Coalition Project, TPA worked closely with then-Assembly Member Allan Mansoor, who is now a member of the Costa Mesa City Council.

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: Townsend Public Affairs, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 1401 Dove Street, Suite 330, Newport Beach, CA 92660

Website Address: www.TownsendPA.com

Telephone Number: (949) 399-9050 Facsimile Number: (949) 476-8215

Email Address: CTownsend@TownsendPA.com  
NYamat@TownsendPA.com

Length of time the firm has been in business: 19 years Length of time at current location: 5 years

Is your firm a sole proprietorship doing business under a different name: Yes  No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated:  Yes No If yes, State of Incorporation: California

Federal Taxpayer ID Number: 91-1929265

Regular business hours: 8:00 AM to 5:00 PM

Regular holidays and hours when business is closed: New Years Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day

Contact person in reference to this solicitation: Christopher Townsend

Telephone Number: (949) 399-9050 Facsimile Number: (949) 476-8215

Email Address: CTownsend@TownsendPA.com

Contact person for accounts payable: Nikki Yamat

Telephone Number: (949) 399-9050 Facsimile Number: (949) 476-8215

Email Address: NYamat@TownsendPA.com

Name of Project Manager: Cori Williams

Telephone Number: (949) 399-9050 Facsimile Number: (949) 476-8215

Email Address: CWilliams@TownsendPA.com



**COMPANY PROFILE & REFERENCES**

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Brea Telephone Number: (714) 900-7600  
 Contact Name: Bill Gallardo Contract Amount: 60,000 per year  
 Email: Billga@ci.brea.ca.us  
 Address: 1 Civic Center Circle, Brea, CA 92821

Brief Contract Description: State & Federal Legislative & Grant Writing Services; 03/01/2008-Present  
 Company Name: City of Buena Park Telephone Number: (714) 562-3550  
 Contact Name: Jim Vanderpool Contract Amount: 95,900 per year  
 Address: 6650 Beach Blvd, Buena Park, CA 90621  
 Email: JVanderpool@buenapark.com

Brief Contract Description: State & Federal Legislative & Grant Writing Services; 07/01/2009-Present  
 Company Name: City of Turlock Telephone Number: (209) 668-5590  
 Contact Name: Michael Cooke Contract Amount: 60,000 per year  
 Email: MCooke@turlock.ca.us  
 Address: 156 S Broadway, Ste. 270, Turlock, CA 95380

Brief Contract Description: State & Federal Legislative & Grant Writing Services; 07/23/2013-Present  
 Company Name: City of Laguna Beach Telephone Number: (949) 497-0797  
 Contact Name: Christa Johnson Contract Amount: 60,000 per year  
 Address: 505 Forest Avenue, Laguna Beach, CA 92651  
 Email: CJohnson@lagunabeachcity.net

Brief Contract Description: State & Federal Legislative & Grant Writing Services; 08/06/2013-Present  
 Company Name: City of Santa Ana Telephone Number: (714) 393-2727  
 Contact Name: Mark Lawrence Contract Amount: 60,000 per year  
 Email: MLawrence@santa-ana.org  
 Address: 20 Civic Center Plaza, Santa Ana, CA 92701

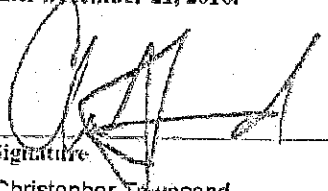
Brief Contract Description: State Legislative & Grant Writing Services; 03/15/1999-Present



EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. Only sign one statement.

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning RFP No. 17-07 GRANT WRITING CONSULTANT SERVICES at any time after December 21, 2016.

  
\_\_\_\_\_  
Signature  
Christopher Townsend  
\_\_\_\_\_  
Print

Date: 01/11/17  
\_\_\_\_\_

OR

I certify that Proposer or Proposer's representatives have communicated after December 21, 2016 with a City Councilmember concerning RFP No. 17-07 GRANT WRITING CONSULTANT SERVICES. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print

Date: \_\_\_\_\_

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None





**DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No

If the answer is yes, explain the circumstances in the following space.

**STAFFING PLAN**

**1. Primary Staff to perform Agreement duties**

| Name                 | Classification/Title                      | Years of Experience |
|----------------------|---|---------------------|
| Christopher Townsend | President/Strategic Advisor               | 19 Years            |
| Cori Williams        | Senior Associate/Project Manager          | 7 Years             |
| Casey Elliott        | State Capitol Director/Project Consultant | 11 Years            |
| Gary Rogers          | Associate/Project Consultant              | 7 Years             |
| Eric O'Donnell       | Associate/Project Consultant              | 2 Years             |
| James Peterson       | Director/Project Consultant               | 1 Year              |

**2. Alternate staff (for use only if primary staff are not available)**

| Name | Classification/Title | Years of Experience |
|------|----------------------|---------------------|
|      |                      |                     |
|      |                      |                     |
|      |                      |                     |
|      |                      |                     |

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.



# APPENDIX B RELEVANT FUNDING OPPORTUNITIES

|   |
|---|
| <b>ECONOMIC DEVELOPMENT</b>   |
| US Economic Development Administration Economic Development Assistance Programs, Deadline Open                                  |
| <b>CRIMINAL JUSTICE TECHNOLOGY PROGRAMS</b>   |
| US Department of Justice Body-Worn Camera Policy and Implement Program, Deadline February 16, 2017                              |
| <b>HOUSING AND HOUSING PROGRAMS</b>   |
| California Department of Housing and Community Development Housing-Related Parks Program, Deadline February 23, 2017            |
| <b>INFRASTRUCTURE DEVELOPMENT AND MAINTENANCE</b>   |
| National Endowment for the Humanities Public Humanities Projects Program, Deadline August 2017                                  |
| California Department of Resources, Recycling, and Recovery Illegal Disposal Site Abatement Grant Program, Released Summer 2017 |
| <b>PUBLIC SAFETY</b>  |
| Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response Program, Deadline February 10, 2017       |
| Federal Emergency Management Agency Assistance to Firefighters Grant Program, Deadline February 10, 2017                        |
| US Department of Justice COPS Hiring Program, Released Spring 2017  |
| <b>TECHNOLOGY</b>   |
| National Park Service Preservation Technology and Training Grant Program, Deadline November 2017                                |
| <b>PARKS AND RECREATION PROGRAMS</b>  |
| Major-League Baseball Community Baseball Tomorrow Fund, Deadline April 1, 2017  |
| US Soccer Foundation Grant Program, Deadline February 3, 2017   |
| California Department of Parks and Recreation Outdoor Environmental Education Facilities Grant Program, Deadline Summer 2017    |
| California Natural Resources Agency Urban Rivers Grant Program, Deadline Fall 2017  |
| California Department of Parks and Recreation Land and Water Conservation Fund, Deadline Spring 2018                            |
| California Park Bond of 2018  |
| <b>MULTIMODAL TRANSPORTATION</b>  |
| California Department of Transportation Environmental Enhancement and Mitigation Grant Program, Deadline July 2017              |
| California Department of Transportation Highway Safety Program, Deadline August 2017  |
| California State Transportation Agency Transit and Intercity Rail Capital Program, Released Spring 2017                         |
| California Department of Transportation Sustainable Transportation Planning Grant, Released Fall 2017                           |
| California Department of Transportation Active Transportation Program, Released Spring 2018                                     |
| California Transportation Bond of 2018  |



**WORKFORCE DEVELOPMENT**

Board of State and Community Corrections Proposition 47 Grant Program, Deadline February 21, 2017

US Economic Development Administration Planning Program and Local Technical Assistance Program, Deadline August 29, 2019

**RECORDS MANAGEMENT**

Office of Traffic Safety Roadway Safety and Traffic Records, Deadline January 30, 2017

NEH Humanities Collections and Reference Resources (HCRR) Grant Program, Deadline July 30, 2017

**SENIOR, FAMILY, AND YOUTH PROGRAMS**

Cal Wellness Increasing Educational Opportunities for Resilient Youth Program, Deadline Open

**ENERGY EFFICIENCY AND SUSTAINABILITY**

Strategic Growth Council Sustainable Communities Planning Grants and Incentives Best Practices Pilot Program, Released January 2017

CNRA Urban Greening Program, Released Spring 2017

CALFIRE Urban and Community Forestry Program, Released Fall 2017