

## PROFESSIONAL SERVICES AGREEMENT

Project: Federal Advocacy Services

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Roseville, a municipal corporation ("CITY"), and The Ferguson Group, LLC, a District of Columbia limited liability company ("CONSULTANT"); and

### W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of federal advocacy services; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #05-022, dated April 21, 2021, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional services related to federal advocacy services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2023. CITY reserves the right to renew the Agreement for four (4) additional years, one year at a time by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation for the term of the Agreement shall not exceed ninety thousand, six hundred dollars (\$90,600) for each fiscal year, for a total not to exceed of one hundred eighty-one thousand, two hundred dollars (\$181,200) through June 30, 2023. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole

negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation

and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is

bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a

period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees: Venue: Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Mark Wolinski  
Government Relations Administrator  
311 Vernon Street  
Roseville, CA 95678

CONSULTANT

Mike Miller, Partner  
1901 Pennsylvania Avenue., N.W.  
Suite 700  
Washington, D.C. 20006

Either party may amend its address for notice by giving notice to the other party in writing.

21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_ day of \_\_\_\_\_, 20 \_\_, and CONSULTANT has caused this Agreement to be executed.

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF ROSEVILLE, a  
municipal corporation

THE FERGUSON GROUP, LLC, a  
District of Columbia limited liability  
company

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY: W. Roger Gwinn  
its: W. Roger Gwinn, CEO

ATTEST:

and  
BY: Mark A. Limbaugh  
its: Mark A. Limbaugh, President

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Megan Scheid  
MEGAN SCHEID  
Deputy City Manager



## EXHIBIT “A”

# Project Understanding

Based upon our current work with the City of Roseville, the scope of work delineated in the RFP, and our knowledge of legislative and agency policies and procedures, we will briefly outline our understanding of the services requested in the RFP as well as our general approach to achieving the City’s stated goals.

## Federal Advocacy Strategy

The federal advocacy strategy of Roseville includes the following ingredients:

- develop and execute a focused advocacy plan, with
- measurable objectives, to
- achieve priorities as defined in adopted federal legislative and regulatory platforms.

The legislative platform included in the RFP packet sets forth the City’s annual priorities. As noted, TFG understands environmental utilities advocacy is coordinated outside the scope of this RFP, but TFG stands ready to assist in all areas as requested and appropriate. For 2021, those priorities are generally focused on the following areas:<sup>2</sup>

- Funding for infrastructure projects, including local and regional transportation infrastructure while preserving local land use decision making authority;
- Cybersecurity and IT infrastructure improvements and regulatory relief, including developing an aggressive engagement strategy at the federal level;
- Resiliency and emerging energy opportunities, including fleet electrification;
- Funding for police body-worn cameras;
- Economic development, business and jobs investment and promotion;
- Participating in the legislative and regulatory process where federal action would work to the benefit or detriment of City priorities with a particular emphasis on opposing unfunded mandates, costly and unreasonable regulation;
- Funding and legislative and regulatory decisions helping Roseville provide municipal services in an efficient and effective manner, including social services such as housing and veterans assistance; and
- Funding for quality of life projects and programs, including education, parks and recreation, public safety, and environmentally beneficial programs and projects.

This list is intended to capture the essence and main points of the legislative platforms of Roseville but is not intended to be exhaustive. Members of TFG’s Roseville team are well versed in all of the areas identified in the legislative platform and, if new related issues emerge, we are adept at identifying relevant legislative and agency offices, officials, and staff, and reaching out and establishing good working relationships quickly with key individuals.

## Tactical Approach

While the fundamental building blocks of a successful federal legislative program have generally remained constant, certain components of our tactical approach have evolved as the roles and responsibilities of Congress, the Administration, and even the Judiciary have, in many ways, transmuted over the years. Most notably, the congressional practice of earmarking – for many an important source of revenue for local government projects – has been in a state of suspension due to the moratorium adopted in each of the last several Congresses. The earmark moratorium has resulted in two related major changes in our tactics: (1) greater engagement with the Administration because specific funding decisions are, by and large, now made at individual agencies; and (2) a greater emphasis on pursuing competitive grants. While the House Appropriations Committee has reinstated the earmarking process this year, there are still several open questions facing the process and the City in this regard, including whether the Senate will follow the House’s reintroduction of earmark, and whether any of the City’s congressional delegation Members are in support of earmarking. We continue to track developments while tailoring our advocacy approach to fit the current circumstances.

The Project Services section of the RFP succinctly sets forth a list of most of the major actions and milestones of the program we envision undertaking on behalf of Roseville. We will continue to diligently engage in all of the activities outlined on pages 7-8 of the RFP. We will continue to focus activity within relevant federal agencies. Downward budget pressure is likely to continue for the foreseeable future as is increased competition for scarcer resources – funding and regulatory attention alike – and the need will continue to grow to engage further within the agency structure to:

- identify and develop new discretionary funding opportunities;
- ensure competitive grant applications focus on agency priorities and funding opportunities;
- advocate for specific project and program priorities to be included in agency annual budget requests and work plans; and
- focus agency staff on our priorities to ensure timely review and processing of applications for grants, permits, records of decisions, and other relevant agency actions.

Advocacy by TFG and the City will continue both in Washington as well as at the regional and local level. In this connection, regional and local advocacy is one point to be highlighted. While perhaps implicit but not specifically raised in the Project Services list, we believe our work with agency personnel located in agency regional offices has been productive over the years, and we will recommend continuing to expand our communications and work with these and other federal field offices. TFG is committed to our local California work as outlined previously and we believe this work has paid significant dividends to our clients.

Along similar lines, we will continue to coordinate with your congressional delegation district offices. Working with district staff can be critically important. Several current delegation Members coordinate much of their district work primarily through district offices and these highly resourceful staffers often play pivotal roles in our advocacy efforts. It is important to note that each office is unique and the City has well-established relationships with many local and regional offices. TFG always is mindful of existing relationships and we work to leverage rather than hamper your communications and interactions. We believe TFG is singularly qualified to help the City of Roseville continue to carry out this important and productive work directly with local and regional offices.

## **Project Plan**

### **Proposed Scope of Services**

The following diagram provides a general overview of TFG's approach to the City's federal advocacy strategy which is centered on four activity areas: Agenda Development, Advocacy, Grants, and Communications. Detailed descriptions of each task identified in the diagram are included in the following sections under this Tab. The important thing to note is that our approach is inter-related, with each activity area, and the staff person responsible for it, relying on the others. We believe this approach allows our clients and your advocacy team to adjust and respond to the ever-changing environment in Washington.



## Conduct Strategic Assessment of Opportunities

Typically, TFG meets with City leadership to acquire a full understanding of client priorities in order to help define the desired federal goals and objectives. Because we currently represent Roseville much of this work for 2021 is already completed. Notwithstanding this point, we meet regularly with City staff to fine tune the City's priorities and look for new opportunities. If the City wishes, we will conduct another full strategic assessment to provide an opportunity for a fresh look at the City's agenda.

We would anticipate spending one to two full days with the City to explore all aspects of your priorities to ensure that you can take advantage of all opportunities and are aware of any potential adverse federal actions to your interests. We know the internal processes of the Executive Branch, including those concerning formal regulations, guidance, grant funding notices, peer reviews, and compliance. All of these opportunities will be considered as we assist the City in setting short- and long-term priorities and focusing the bipartisan, political resources of our team on providing you with a

comprehensive picture of what actions are expected on Capitol Hill and in the Administration.

## **Develop Federal Agenda and Strategy**

As noted above, the City has already adopted a federal agenda for this calendar year. If reengaged by the City, TFG will review and refresh the City's Federal Agenda outlining the legislative strategy and measurable outcomes for the City. The approved Federal Agenda serves as TFG's work plan, but remains flexible enough to be revised and improved upon, as needed. TFG facilitates this process through regular and ad hoc meetings, conference calls, and written communication with your excellent government affairs team. The Federal Agenda will be reviewed and revised annually, as necessary, in preparation for the next session of Congress.

Elections and other factors can change the political and policy environment, as well as the policy makers. Making timely adjustments keeps the Federal Agenda current and enables the City to take advantage of new opportunities and to better manage any new challenges that arise.

## **Prepare Briefing Materials**

TFG works with the City to draft the briefing materials needed to express and accomplish your Federal Agenda. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's efforts on behalf of clients. We expect to design and produce informational and promotional materials in coordination with the City to suit the occasion. Such material can enhance the presentation of testimony, letters in support or in opposition to legislation, responses to proposed policies or changes in regulation, or serve as an informative leave-behind during meetings.

## **Schedule Washington Meetings**

TFG practices a cooperative team approach in which the City is an integral part of the education and advocacy process in Washington. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audiences, and messages for you in Washington. As the coronavirus situation develops it will become clearer when in-person advocacy trips are advisable. Under normal circumstances, TFG strongly encourages clients to travel to Washington at least once annually for two to three days of meetings. TFG will advise Roseville regarding travel to DC for in-

person meetings. In the interim, TFG will coordinate communications with Members of the California congressional delegation, other targeted Members, congressional committee staff and leadership, and key federal agencies.

We have successfully hosted “virtual Hill days,” providing our clients the opportunity to engage directly with officials and staffers who are working remotely due to temporary office closures. We personally guide you through these communications – either via remote means temporarily or when in Washington, assist with related logistics, and provide all the necessary follow-up. Because we maintain a California office, TFG is available to coordinate and personally attend on-site visits from congressional Members and agency officials as well as meetings with officials and staff in field offices.

## **Effective Bipartisan Advocacy**

TFG strongly believes in a bipartisan approach to federal advocacy. It has enabled our firm and our clients to transition smoothly in working with whichever party holds the majority and leadership posts and to be able to work cooperatively with a state’s congressional delegation. Personnel may change, but whoever is the committee chair or staff director will want to be able to consider and judge an issue based on clearly presented facts. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to winning support for your position and ultimately achieving positive results. TFG’s team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness.

## **Legislative Services**

TFG will guide City priorities through the markup of legislation in relevant committees, continue tracking your specific initiatives and issues of interest as legislation progresses, and stay with priorities all the way through final passage and implementation. We alert you throughout the year regarding when and how to press for your priorities at critical times. In Washington, timing often marks the difference between achievable results and the missed opportunity. This process is particularly important in efforts to try to have your priorities reflected in an upcoming federal budget or to avoid cuts to critical federal agency budgets.

## Enhance Relationships

Our team has strong relationships with Members of Congress; key congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. We also have existing relationships with stakeholder groups, trade associations, and issue-oriented coalitions. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance City relationships. In addition, by maintaining regular contact with the City's congressional delegation, we are able to keep them abreast of your priorities and your developing positions on new issues that arise during the legislative year. Just as we assist the City with your agenda, TFG assists elected federal officials and their staff in identifying and undertaking activities to achieve the City's goals and objectives, being sure to reserve credit for the elected officials where it is due.

## Client Communications

TFG believes constant communication is essential to a successful business relationship with our clients. Mike Miller will make certain the advocacy team understands City priorities and TFG deliverables. We provide a monthly status report on all your priorities, as well as recommend new initiatives. Based upon your needs, our reporting also includes regularly scheduled conference calls, written status reports, special action alerts, free access to TFG subject matter webinars, and timely information on relevant grants, legislation and regulations, as well as congressional committee meetings, hearings, and conferences.

The City will receive the weekly TFG Legislative Update providing a list of anticipated actions on Capitol Hill distributed on Mondays, as well as a special weekly update provided by the TFG Water and Natural Resources Team. In addition, the City will also receive the weekly Transportation Notes newsletter and TFG Grants Update, along with a Quarterly Grants Report that announces upcoming grant availability. TFG will continue publishing our widely-read weekly Coronavirus Update for the foreseeable future. Examples of these communications are included in the Appendix.

## Grant Support and Advocacy

Our grants team will support Roseville to ensure all relevant competitive grant opportunities are explored. In most cases, grants services are included in our professional services contracts. However, occasionally our clients ask us to take over the grant application entirely, including writing the application narrative “from scratch” and developing the highly complex and required benefits/cost analysis. In cases when our clients need us to take over the grant application process entirely, we work with our client to develop a separate fee arrangement for services outside our standard contract; the separate fee is generally deeply discounted from fees for non-client grant application drafting and submittal. In most cases, the best value-add for our clients are the services outlined in the following four paragraphs.

**Opportunities Analysis.** We provide a comprehensive approach to developing project priorities and identifying the best funding opportunities for those projects. The deliverable for this service is a full report of funding options and a recommended action plan that will improve award rates.

**Project Evaluation.** The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

**Strategic Advice.** Once a grant opportunity is identified and the City decides to move forward, we guide you in positioning the application for success. Central to success is knowledge of the priorities of the grant making agency.

**Inside Track.** We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while enhancing your relationships with key agency officials and staff so you gain valuable insight into agency priorities.

## EXHIBIT “B”

# Cost Proposal

## Monthly Retainer

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients while giving your lobbying team the freedom to concentrate on substantive work and achieving measurable results. As a retainer client, the City will always have at its disposal TFG’s diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

Given our current work on behalf of the City and our understanding of the work described in the RFP, we propose continuing our current retainer levels for the City. The City’s monthly retainer will remain at \$7,300 per month. Reimbursable expenses, including (in-town and out-of-town) and related accommodations, document production, telephone, subscriptions, and shipping, handling, and postage, will not exceed \$3,000 annually for the City.

The retainer proposals are based on the following discounted hourly rates for each level of our personnel. As a retainer client, the City will not be charged an hourly rate under the proposed retainer contract.

Partners	\$425
Principles	\$360
Senior Associates	\$240
Associates	\$170
Research Assistants	\$115

We anticipate the work for the City to be divided between team members as outlined below:

Mike Miller	50%
Roger Gwinn	15%
Zach Israel	20%
Heidi Schott	15%

## Grants Writing Services

In addition to the grant consulting services covered by our retainer, some of our clients ask us to write full grant applications. Should Roseville choose, TFG is happy to discuss whether the time and intensity of a specific grant effort is likely to exceed the bounds of our retainer agreement for grants consultation and advocacy services. Services likely to trigger the discussion include but are not limited to drafting full grant narratives, preparing project budgets, and benefit cost analysis (BCA). The table below depicts TFG’s grants fee structure when contracting for fully drafting an individual grant application.

Proposal to Roseville, CA for Federal Advocacy Services



Workload (low to high)	Type of Grant	Narrative Page Length	Approximate Average Cost	15% Retainer Discount Cost
Level 1	Small, well defined request	6-10	\$5,000	\$4,250
Level 2	Small, full grant application	11-15	\$9,500	\$8,075
Level 3	Medium, full grant application	16-20	\$14,500	\$12,375
Level 4	Large state or national foundation or medium federal grant	21-25	\$18,000	\$15,300
Level 5	Large federal grant application	26-30	\$21,000	\$17,850