

**PROFESSIONAL SERVICES AGREEMENT
GRANT CONSULTANT OF RECORD**

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and **Dig Deep Research, LLC**, a Colorado limited liability corporation , (Consultant).

RECITALS

- A. Pursuant to OAR 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Grant Consulting Services.
- B. After reviewing all proposals, the City has selected Dig Deep Research, LLC (Consultant) as the most qualified Consultant to provide the proposed services.
- C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Grant Consulting. The City is free to utilize other consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not

permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

- 5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

- 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
- 2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
- 3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

- 1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives

any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- 3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.
- 4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- 5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- 6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- 7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

- 1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.
- 2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.
- 3) Consultant acknowledges that breach of this Section 4, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is

inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

- A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.
- E. Consultant certifies that it currently has a City business license or will obtain one prior to

delivering services under this Agreement.

- F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the grant consulting profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its

subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion.

Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Timothy Gross, PE
Director of Public Works/City Engineer
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Thirty days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of the

required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination With Cause

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3)** If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

- 1)** If Consultant fails to provide services called for by this Agreement within the time specified, or
- 2)** If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

Timothy Gross
Director of Public Works/City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
t.gross@newportoregon.gov

IF TO CONSULTANT:

Tia Cavender
Dig Deep Research, LLC
PO Box 202314
4495 E. Hale Parkway, Suite 311
Denver, CO 80220
720-785-4155
tia@godigdeep.com

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

The Agreement is subject to Oregon law. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Lincoln County, Oregon.

19. Compliance With Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, B & C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This instrument shall control in the event of any conflict between terms between this document and the RFP and/or proposal.

21. Access to Records

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney

to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A – Fees;
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Consultant of Record RFP and Consultant's Proposal.

28. Miscellaneous

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.525 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 270C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:


Spencer Nebel, City Manager

Date:

8/10/18

DIG DEEP RESEARCH, LLC

By:

Its:

Date:

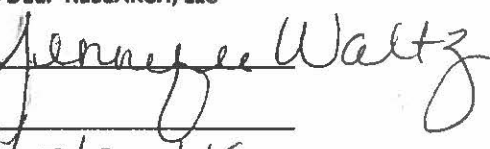

7/23/18

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

Premium Membership: Monthly Research and Reporting and Strategic Funding Planning

The fee schedule below is applicable to services provided under the Premium Membership for monthly research and reporting and strategic funding, as well as project specific services.

<i>Team Member & Name</i>	<i>Hourly Rate</i>
Principal-in-Charge	\$275
Subject Matter Expert	\$175
Sr. Strategist	\$225
Strategist	\$175
Admin II	\$90
Research Assistant	\$65

We will monitor hours regularly to take reasonable action to maintain the quarterly budgeted hours and/or adjust upcoming work plan. Reimbursement for travel expenses will be submitted as incurred. All travel expenses except for airfare will be charged at the IRS per diem rate. Other services (i.e. design, transcription, and video) are available as needed and will be billed accordingly.

EXHIBIT B

Oregon Public Contracting Requirements

**ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
FOR THE PURCHASE OF GOODS AND SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

EXHIBIT C
Consultant's Proposal



May 4, 2018

Timothy E. Gross
Director of Public Works and City Engineer
City of Newport, Oregon
169 SW Coast Highway
Newport, OR 97365

RE: Qualification Statement for Grant Consultant of Record

Dear Tim:

Please accept the enclosed statement of qualifications from Dig Deep Research in response to the Request for Qualifications for specialized consulting services. The team at Dig Deep would be pleased to continue helping the City advance its grantseeking efforts to fund current and upcoming capital improvement projects, such as the Big Creek Dam Replacement Project.

In response to your request for qualifications, we have assembled a proposed scope and strategy. Our qualified team of professionals is ready and available to continue this work for Newport without interruption, allowing the City to capitalize on the momentum established over the past six years.

As a national research firm that specializes in government grantseeking for capital and infrastructure projects, Dig Deep is uniquely qualified to provide these services on behalf of Newport residents.

Together, we can continue to build upon years of collaborative fundraising that has yielded \$17 million in external funding for capital projects that benefit the City of Newport, its citizens, local industries, businesses, and visitors.

Respectfully

A handwritten signature in black ink, appearing to read 'Tia Cavender', written in a cursive style.

Tia Cavender, CEO



CITY OF NEWPORT STATEMENT OF QUALIFICATIONS FOR GRANT CONSULTANT OF RECORD

May 4, 2018

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EXECUTIVE SUMMARY

The City of Newport (City) is seeking a Grant Consultant of Record to provide assistance researching, identifying, and pursuing various funding opportunities to aid in the funding of capital projects.

Having successfully partnered with the City in its fundraising efforts since 2012, Dig Deep Research, LLC (formerly Chase Park Grants), is uniquely qualified to provide these services to the City. In fewer than six years, Dig Deep has helped the City raise nearly **\$17 million** dollars, including \$14 million in low-interest loans, \$2.9 million in grant funds, in addition to saving the City \$3.7 million+ in interest savings. As of December 2017, Dig Deep has helped the City submit 16 grant applications with an overall success rate of 73% of applications submitted, and helped secure three low-interest loans from the state. Since 2014, the City has enjoyed an average annual return on investment of approximately **\$6 for every \$1 invested** in Dig Deep services.

In addition to bottom-line results, Dig Deep has trained City staff on basic grant pursuit strategies, strategic planning tactics, and grant administration. Additionally, Dig Deep has helped coordinate and host multiple funder cultivation events including the Coastal Waterways Summit in 2015 and tours of the Big Creek Dams for Oregon State Senators, legislative officials, and the Oregon Water Resources Commission. Dig Deep has also played a pivotal role in helping establish and cultivate relationships with 34 representatives from 21 funding agencies and 68 community partners.

Dig Deep's staff of strategic funding experts brings an institutional knowledge of the City and its priority capital projects that cannot be matched. In addition, Dig Deep has worked closely with the City's Engineer of Record since the beginning of the contract in 2012. By continuing its relationship with Dig Deep, the City will be able to continue advancing its current funding strategies without interruption, taking its fundraising success to new levels at a time when it's most needed.

Based upon historical achievements, and the potential for future success, the Dig Deep team is confident it can continue to positively impact the City's capital funding pursuits in FY 2019 and beyond.

PROJECT APPROACH AND UNDERSTANDING

The Newport Public Works Department oversees the City's storm water and wastewater operations and facilities, transportation systems, and parks and recreation construction projects. Like many municipalities, several elements of the City's water utility systems are reaching the end of their useful life. As evidenced by increases in utility, water, and sewer rates, and the adoption of a capital improvement surcharge, the City is committed to investing in the critical infrastructure that serves its residents, businesses, and visitors. Nevertheless, there remains a need for funding from external sources including grants, low-interest government loans, and bonds to help generate funding for prioritized utility system upgrades.

The City is seeking professional strategic grants planning services in FY 2019 to advance its ongoing fundraising efforts for planned and existing public works projects, including but not limited to Big Creek Dam Replacement Project, the Nye Creek Water Quality Improvement Project, and additional improvement projects emanating from the storm water, wastewater, and other City master plans.

As part of its transition from Chase Park Grants, Dig Deep Research has improved its approach to providing strategic grants planning services. The new Dig Deep model will benefit the City by utilizing a results-oriented methodology, which will enable flexibility in achieving established goals, meeting new objectives in a dynamic environment, and reducing administrative overhead costs. This approach also allows Dig Deep to focus solely on meeting the City's needs as they evolve, rather than meeting contractual obligations based on anticipated need. The following description of how Dig Deep will continue to advance the City's grant-seeking objectives reflects this new model.

The top-tiered, strategic grants-planning services previously provided to the City as part of its retainer contract (Tasks 1 and 2) are now rolled into one, comprehensive membership package. The strategies included in the Premium Membership are specifically designed to help the City achieve its primary goal: *to decrease the amount of annual tax revenues required to advance the City's most critical capital and infrastructure projects*. To achieve this end, Dig Deep will continue to provide the following services:

- ↓ Elevate the City's exposure to new and existing funding agencies
- ↓ Garner community and stakeholder support for the City's highest priority projects through increased awareness
- ↓ Help reposition City projects to maximize their competitiveness for funding
- ↓ Identify other, highly-fundable City projects as a means to free up revenues for re-allocation to priority projects
- ↓ Establish an overall funding strategy and pursuit schedule to allow for planning 12-16 months in advance
- ↓ Identify and implement creative funding solutions for projects lacking grant options
- ↓ Continue to maintain a robust database of grants specific to the City's fundable projects
- ↓ Ensure the City's competitiveness for funding pursuits through comprehensive research and analysis
- ↓ Increase capacity of City staff to maintain grant activities to decrease reliance on consultants

Over the course of the existing relationship between Dig Deep and the City of Newport, Dig Deep has helped establish a strong foundation necessary to achieve these outcomes, as demonstrated in *Attachment A: Newport Outcomes Infographic* and *Attachment B: Newport Case Study*.

After working closely with the City as its Grant Consultant of Record, Dig Deep has found that weekly update meetings are more effective than monthly to keep progress moving forward on all projects. In addition to these weekly meetings, Dig Deep will also continue to attend project-planning meetings with the City, its engineering consultants, and project partners when appropriate.

To help educate City staff about the grants industry for capital and infrastructure projects, Dig Deep's new online Resource Library will be available to all City staff. This one-of-a-kind online resource provides a wealth of information about capital grant-seeking and will help build staff capacity to maintain an effective strategic planning approach to its capital program.

The activities undertaken by Dig Deep as part of the City's Premium Membership will result in flexible, long-term funding plans for its largest and highest-priority infrastructure projects, identification of the most promising funding mechanisms and opportunities, and recommendations to make projects more appealing to funding agencies – ultimately putting the City in the best position possible to be successful in its funding pursuits.

PROJECT-SPECIFIC SERVICES

Dig Deep will work with the City to help implement previously identified pursuit strategies for specific projects. Already, Dig Deep has assisted the City in obtaining project funding from various external revenue streams including grants and low-interest loans. As a result, the City has secured \$2.9 million in grant funding and saved \$3.7 million in loan interest payments. Currently, Dig Deep is implementing a new government relations strategy to access legislative funding for the Big Creek Dam Replacement Project.

The scope of project-specific services will be determined on a case-by-case basis, depending on the priority projects and level of assistance needed. Each task's scope of work will be established in separate work orders with the City.

PROJECT ORGANIZATION AND TEAM QUALIFICATIONS

Dig Deep is a national research firm that specializes in funding capital and infrastructure projects. Our strategists have helped clients find and secure multiple millions of dollars by providing research and technical assistance services specific to government grant-seekers. Dig Deep is a woman-owned business and one of the only grants-industry companies that focuses on fundraising for capital and infrastructure projects.

Dig Deep's primary mission is to help its clients attain their funding objectives. Dig Deep's core competencies, from which the City will continue to benefit, include strategic planning, technical assistance, research and analysis of funding opportunities, assist with project planning to improve the competitiveness of municipal projects, leveraging opportunities to minimize out-of-pocket project expenses, identifying and planning unique funding approaches, establishing long-term creative funding strategies, establishing and helping maintain relationships with crucial stakeholders and partners, promoting projects with community and funders, and more.

Over the years working with the City of Newport, Dig Deep has assembled a talented group of subconsultants, recognized as leaders in their industries, to assist with meeting the evolving needs of the City's funding pursuits. These subconsultants include marketing professionals, graphic designers, videographers, and civil engineers – all of whom have been active participants and have provided services for the City of Newport.

Dig Deep will continue to be responsible for day-to-day management and direction of funding pursuits and will assume full responsibility for all sub-consultant work.

CONSULTANT TEAM QUALIFICATIONS

The Dig Deep team is an experienced and savvy team of grant professionals and expert funding strategists, boasting more than 50 combined years of experience in the municipal and grant industries. The Dig Deep strategist team is an experienced and savvy group of grant professionals with expertise in capital funding, strategic planning, and water infrastructure projects.

Tia A. Cavender, MA, Principal Strategist and CEO

As the lead strategist for Dig Deep Research, Tia counsels local government agencies, developers, and engineers about how to secure external funding. A frequent presenter at professional conferences, Tia is known as a national expert on capital grants and government grant-seeking. Tia has been the project and account manager for the City for six years, during which time she has become intimately informed about the City's existing and upcoming projects and knowledgeable of the City's operations. Tia has developed strong relationships with the City's stakeholders, administrative staff, and technical consultants. She has earned two Master's degrees from the University of Colorado in Industrial / Organizational Psychology and Clinical Psychology.

Tia will direct the consultant team, provide subject matter expertise, and be the main point of contact for City staff, technical advisors, and engineering consultants. Tia will collaborate with City personnel and its consultants to create unique funding strategies. Ultimately, she will develop the strategic funding plan and lead its implementation.

Rachel Hood, Strategist and Subject Matter Expert

Rachel has 15 years of experience managing teams and building public-private partnerships. Rachel has helped secure millions in federal, state, and private funding to implement cutting-edge climate solutions at the local level. At Dig Deep, Rachel serves as a subject matter expert on community planning, environmental education, renewable energy, and issues related to the energy-water nexus. In 2016, Rachel became a permanent member of the Dig Deep team, focusing on City of Newport projects. She has been instrumental in developing and advancing the City's government relations plan to help secure legislative funding for the Big Creek Dams. Rachel was recently nominated to Michigan's Democratic Party to run for a house representative seat and has a decade of policy experience navigating issues at the local, state, and federal levels.

Rachel will lend her expertise in the area of water treatment and infrastructure projects for those particular aspects of the City's Capital Improvement Plan. She will participate in funding pursuits and continue to lead the implementation of the City's government relations and community outreach plan for the Big Creek Dams remediation project.

Renee Morris, Strategist and CMO

A specialty-marketing partner, Renee has more than 20 years of experience in a variety of industries including advertising, consulting, non-profits, and corporate and entrepreneurial organizations. She is a creative and strategic thought-partner to leadership teams to transform visions into reality using extensive marketing and project management expertise, innovative problem-solving skills, and a laser-focus on customer service and success. Renee has an MBA from Vanderbilt University.

Renee will serve as a project manager and advisor on public outreach, education and communications strategies. She will combine her branding and marketing knowledge with her superior project management skills to create innovative, resourceful, and effective outreach materials that are on-time, on-budget, and on-strategy. As project manager, Renee will liaise with City staff, project partners, and the Dig Deep design team to develop engaging and informative materials to support public outreach efforts and help advance the City's project and funding objectives.

Jennifer L. Waltz, Senior Strategist and COO

Jen has more than 10 years of experience managing research and analysis projects. She has extensive experience managing evaluation projects, securing research funding, and conducting usability testing protocols. Jen excels in mixed-methods analysis and evaluation, and presenting results into clear written format that all readers can understand. Jen has been working on City of Newport projects since 2013 and played an integral role in many successful funding pursuits, including a \$1.5M award to retrofit the City's fire station to be seismically stable. Jen is a board member on the Blue Mountain Water District. She has a BA in Communications from Metropolitan State University in Denver.

Jen will be the team's communications hub and will support all aspects of the day-to-day functioning of the project. She will supervise research activities, conduct quality assurance tasks, and manage administrative activities and contract implementation.

PROJECT TIMELINE

Dig Deep has already completed the legwork necessary to prepare – and implement – a thoughtful, well-researched strategic funding plan for the City of Newport. Dig Deep staff are not only subject matter experts on capital grants and municipal water projects, but have become a subject matter experts on the City of Newport. During the current contract, Dig Deep has accomplished the following research and planning tasks:

- Evaluated dozens of public works projects to determine each one's likelihood of funding and advised the City where its resources will be most successful
- Identified the capital projects and funding prospects that hold the greatest likelihood of funding success
- Worked with the City and its engineers to improve the fundability of projects
- Conducted in-depth research on hundreds of funding programs, resulting in a customized database of prioritized funding programs relevant to the City's planned capital projects
- Developed and helped implement strategic funding plans for 10 capital projects
- Helped establish and cultivate relationships with funding agencies and public, private, and nonprofit partners

Dig Deep will continue to implement these tasks so that the City is consistently and proactively aware of new and emerging funding opportunities, always has a current strategic plan for funding, and is well-prepared to implement funding pursuits.

The anticipated timeline will coincide annually with the City's fiscal year schedule. For the current year, the projected timeline will span for twelve (12) months starting on 7/1/18 and ending on 6/30/19, unless otherwise requested by the City.

PROJECT COORDINATION AND MONITORING

The following section describes the process for ensuring effective communication between the Dig Deep consultant team and the City and for monitoring progress to ensure compliance with approved timeline, budget, staffing, and deliverables.

The Dig Deep consultant team will continue to communicate and monitor progress with the City using the same process established and implemented in recent years. Specifically, the Public Works Director and Principal Strategist will hold regularly-scheduled phone meetings to discuss progress toward funding goals, pursuit-related details, timing considerations, tactics to advance funding strategies, status regarding planned deliverables, and coordination of funder cultivation events and/or public outreach activities. The frequency and length of meetings will continue to be determined based upon the City's needs, availability, and planned pursuit activities.

In addition to the phone and email communication, the Principal Strategist and Public Works Director (or designated staff member) will meet in person, as determined by scheduled funder cultivation meetings. For example, when funder cultivation meetings require the presence of the Principal Strategist to facilitate and host in-person events, such as the recent tour with Senator Arnie Roblan and the Regional Solutions Coordinator from the Governor's Office.

FEE SCHEDULE

Dig Deep's membership model focuses on achieving long-term outcomes rather than the time taken to conduct specific tasks to meet organizational needs at one single moment in time. The tasks that Dig Deep will perform on behalf of the City to meet its long-term funding goals are dependent upon numerous factors including the City's needs and priorities, identification of new projects, availability of external funding, stability of government funding programs, and more. As such, the proposed costs are not based on performing nebulous tasks and the estimated time it may take to complete those tasks, but instead are determined by a fair market value for delivering concrete, long-term results.

At the end of each membership period, Dig Deep will establish a new set of goals, targeted benchmarks, and anticipated outcomes for the upcoming year. At that time, the cost of services will be re-estimated.

SIMILAR PROJECT EXPERIENCE

City of Newport, OR | Strategic Planning & Technical Assistance

TIMOTHY E. GROSS, PUBLIC WORKS DIRECTOR AND CITY ENGINEER
169 SW COAST HIGHWAY, NEWPORT OR 97365 | 541-574-3369

Since 2011, Dig Deep has served as the City's on-call grants consultant to raise capital funds for public works capital improvement projects.

Outcome: 1) Helped the City raise \$2.9M in grants and \$14M in low-interest financing for various water infrastructure, water supply, and wastewater projects, representing \$3.7 million in interest savings. 2) Since 2014, the City of Newport's public works department has yielded an average annual 6:1 return on investment.

Bluff Lake Nature Center, Denver, CO | Strategic Planning

JEFF LAMONTAGNE, EXECUTIVE DIRECTOR
4755 PARIS STREET, DENVER, CO 80239 | 303-455-7109

Dig Deep helped identify and obtain funding for the design and construction of the Bluff Lake Dam Restoration project.

Outcome: 1) Helped secure \$1.2M in government grants. 2) Helped establish a new tax credit incentive program for local donors, which helped donors save thousands of dollars. 3) Identified \$2M in new funding sources. 4) Secured funding for a storm water pollution project (\$200,000).

Pitkin County, CO | Strategic Planning and Technical Assistance

PHYLLIS MATTICE, ASSISTANT COUNTY MANAGER
530 E. MAIN STREET, ASPEN, CO 81611 | 970-920-5208

Dig Deep worked with the County Manager's Office to evaluate funding potential and identify funding for planned capital improvements in Aspen, Basalt and Snowmass, CO.

Outcome: 1) Helped secure a \$150,000 grant from the US Bureau of Reclamation. 2) Identified \$1.3M in funding for priority projects. 3) Delivered a 100% return on investment within eight months of receiving services.

City of Yuma, AZ | Strategic Planning

JAY SIMONTON, UTILITIES DIRECTOR
155 W. 14TH STREET, YUMA, AZ 853645 | 928-373-4501

From 2012 to 2015, Dig Deep helped the City's planning and public works departments identify funding options for capital improvement projects, including the design of a new sports complex, brownfield redevelopment projects, and an emergency water storage facility.

Outcome: Identified more than \$3.5M in funding options for the City.

Share Good Foods | Strategic Planning

KIM SCHIED, OWNER
871 ENGLEWOOD PARKWAY, ENGLEWOOD, CO 80110 | 303-900-2710

In 2017, Dig Deep helped evaluate the funding potential for workforce development programs and capital improvements.

Outcome: Identified federal, state, and local tax credits totaling \$25,000 per year and \$250,000 in grant prospects for its workforce development program.

TAX ID NUMBERS

Federal Tax Identification Number (Employer ID Number): 27-286919

State (Colorado) Identification Number: 20101312039

DUNS Number: 034589918

RECYCLED PRODUCTS STATEMENT

This Request for Qualifications was printed on 100% post-consumer recycled paper with a third-party FCS® CO14722 eco-label validating the use of 100% recycled fiber and a Green-e logo indicating that 100% of the electricity used to manufacture this paper is offset with wind energy.

LOCAL/STATE/FEDERAL REQUIREMENTS

Dig Deep Research, LLC will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279 A, B & C. In addition, we agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1991 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and, (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. We understand we will be subject to the appropriate Worker's Compensation Law and shall comply with local ordinances, which requires the provision of Worker's Compensation coverage for all employees working under any contract resulting from this RFQ.

Dig Deep Research is a woman-owned small business. Its services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, gender, age, marital status, disability, or political affiliation.

ATTACHMENT A: NEWPORT OUTCOMES INFOGRAPHIC

The following statistics reflect the City of Newport's return on investment since receiving grants consulting services with Dig Deep (2012 to 2018).



**SECURED
\$14M**
IN LOW-INTEREST
FINANCING

SECURED GRANTS
TOTALING
\$2.9M



SAVED
\$3.7M
IN INTEREST PAYMENTS

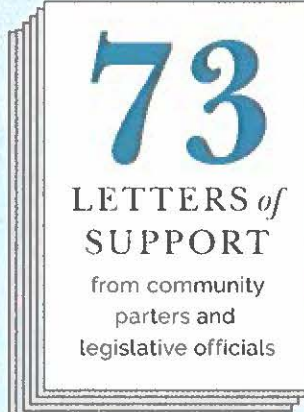


ADVANCED
RELATIONSHIPS
with
34 PROGRAM
OFFICERS
from
21 GOVERNMENT
AGENCIES

**ADVANCED
RELATIONSHIPS**
WITH
68 LOCAL
PARTNERS



73
LETTERS of
SUPPORT
from community
partners and
legislative officials



ROI = \$ \$ \$ \$ \$ \$

On average, the City has received an annual return on investment of **6:1**.

ATTACHMENT B: NEWPORT CASE STUDY

A crystal-clear vision for funding today and tomorrow



When Tim Gross began his tenure as Director of Public Works and City Engineer for Newport, OR, it didn't take long to realize that the needs on Newport's capital improvement plan far outnumbered the digits in the city's budget. Government grants seemed a likely source for capital improvement funds. But how to go about grant-seeking, and do it successfully? That's where the city needed help. So, Gross partnered with Tia Cavender of Dig Deep, a leading cultivator of creative solutions for municipalities in the hunt for capital improvement funding.

Step one for Newport and the Dig Deep team of researchers was to develop a long-term, comprehensive strategy for all capital improvement projects. That's a critical piece of advice Gross follows. "Don't think about where you are today, but rather, where you need to be three, five or even 10 years down the road." With Dig Deep's insights, Gross learned exactly which Newport projects were most "fundable," and which funding programs were worth pursuing. Next, they successfully secured grants and low-interest loans to pay for the planned capital improvements.

Over a five-year period, the City of Newport secured approximately \$14 million in low-interest government loans, and \$3 million in grants from federal, state and private sources. With Dig Deep's expert approach to capital grant-seeking, Newport now has a sustainable funding plan in place for replacing and repairing the city's aging infrastructure.

"Pairing fundable projects with public—and private—capital funding allows the City to stretch its investments," explains Gross. "In some instances, we don't have any out-of-pocket funds because we're able to use one grant to provide the match for the next. That's part of the strategic planning process, understanding how all those pieces fit together."

Capital Improvement Project Highlights

Newport Fire Station

PROBLEM Research around the Cascade Subduction Zone revealed a 40% likelihood of a seismic event in the next 50 years, which Newport's main fire station could not withstand.

SOLUTION The team identified and secured a \$1.5 million grant to fund 100% of the costs to seismically retrofit the building and bring it up to current seismic standards.

Bay Moore Road

PROBLEM The City needed to repair and update its road and storm drainage system near a bayside road, but lacked the funds to pay for the upgrades.

SOLUTION By tapping into a special public financing package to replace the bayside storm drainage system, the strategit team creatively rolled six projects into one \$9 million loan package, secured 1% APR financing for the entire group of projects, and helped save the City \$2.2 million in interest payments.

Big Creek Dams

PROBLEM The City recently discovered that the Upper and Lower Big Creek Dams, which provide the sole source of water for the city, are seismically deficient. In the event of a mild or moderate seismic event (i.e., 3 or higher on the Richter scale), the soil under the dam will liquefy and the two dams will fail, leaving up to 60,000 visitors and residents without water for three to six months. The cost of a new dam is expected to be \$40-\$50 million over the next five to 10 years.

SOLUTION The team created a long-term strategic funding plan to secure funding for the Dam planning, design, and construction, resulting in (to date) \$500,000 in government planning grants and \$800,000 in 1% APR financing for fish passage planning, design and environmental permitting.

6:1 ROI
\$6 for every \$1 invested
from 2014-2017

Secured grants totaling
\$2.9M

Saved
\$3.7M
in loan interest

Secured
\$14M
in low-interest financing

42
partnerships created with
influential stakeholders