



KENSINGTON FIRE PROTECTION DISTRICT

CONSULTANT AGREEMENT

DATE: 16 July 2021

PARTIES: KFPD: **Kensington Fire Protection District**
217 Arlington Avenue
Kensington CA 94707

CONSULTANT: Engineering Solutions Services
23232 Peralta Drive, Suite 112
Laguna Hills, CA 92653

The Parties agree as follows:

1. Priority of Documents:

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

a . Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

2. Scope of Professional Services:

CONSULTANT agrees to provide Grant Writer services, per attached Exhibit A: Scope of Services ("Work").

3. Term of Agreement:

This Agreement shall commence on the date of execution by the KFPD General Manager and continue until June 30, 2022, unless this Agreement is terminated earlier as provided herein.

4. Compensation:

The compensation shall be based on Time and Materials per Attachment "B": Fee Schedule for services performed pursuant to this Agreement. Compensation shall not exceed Fifty Thousand Dollars (\$50,000.00) for services rendered pursuant to this agreement. Payments shall be made within Fifteen (15) days of receipt of invoice from CONSULTANT.

5. Expense Reimbursement:

KFPD shall reimbursement CONSULTANT for actual expenses incurred in the course of the

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Work, such as advertising, reasonable and necessary travel, sourcing, support services, background checks, and other related items, as well as costs specifically incurred for the performance of services, such as telecommunications, cellular phone, insurance, postage, and photocopying.

6. Standard of Performance:

CONSULTANT shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in CONSULTANT's profession.

7. Inspection:

All Work performed and materials (if any) provided by CONSULTANT shall be subject to inspection and approval by KFPD.

8. Invoicing:

CONSULTANT shall submit one original and one copy of each invoice to: Kensington Fire Protection District, 217 Arlington Ave., Kensington, CA 94707. All invoices must reference this contract by the name of the parties and date executed, service performed.

9. Consultant's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONSULTANT is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the KFPD. CONSULTANT shall perform the CONSULTANT's work in accordance with currently approved methods and standards of practice in the CONSULTANT's professional specialty. A copy of CONSULTANT's current business license shall be provided to KFPD. The CONSULTANT shall not have any claim under this Agreement or otherwise against KFPD for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONSULTANT shall be responsible for federal and state payroll taxes such as social security and unemployment. KFPD will issue a form 1099 at year-end for fees earned.

10. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of KFPD. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

11. Non-Exclusive Rights:

This Agreement does not grant to CONSULTANT any exclusive privileges or rights to provide services to KFPD. CONSULTANT may contract with other agencies, private companies or individuals for similar services.

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12. **Compliance:**

CONSULTANT shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONSULTANT shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. CONSULTANT represents and warrants that CONSULTANT possesses all licenses, permits, and qualifications legally required for the performance of the Work. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement.

13. **Indemnification, Hold Harmless and Defense:**

CONSULTANT shall indemnify, defend with counsel acceptable to KFPD, and hold harmless KFPD and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONSULTANT's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of KFPD. Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of CONSULTANT to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782. CONSULTANT's obligation to defend and indemnify shall not be excused because of CONSULTANT's inability to evaluate Liability or because CONSULTANT evaluates Liability and determines that CONSULTANT is not liable to the claimant. CONSULTANT must respond within 30 days to the tender of any claim for defense and indemnity by the KFPD. If CONSULTANT fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due to CONSULTANT under and by virtue of this Agreement as shall reasonably be considered necessary by KFPD, may be retained by KFPD until disposition has been made of the claim or suit for damages, or until CONSULTANT accepts or rejects the tender of defense, whichever occurs first.

14. **Discrimination:**

CONSULTANT shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations

15. **Notices:**

Any notice required to be given pursuant to the terms and provisions hereof shall be in

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writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.

16. Termination:

KFPD may cancel this Agreement at any time and without cause upon written notification to CONSULTANT. In the event of termination, CONSULTANT shall be entitled to compensation for undisputed services performed to the effective date of termination.

17. Conflict of Interest Statement:

CONSULTANT covenants that CONSULTANT, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire KFPD's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of KFPD. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.

18. Drug Free Workplace:

CONSULTANT shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

19. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

20. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is Contra Costa County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

21. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the KFPD whether executed by or for the CONSULTANT for KFPD, or otherwise by or for the

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CONSULTANT, or by or for a subcontractor operating under the CONSULTANT'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to KFPD forthwith upon termination or completion of the work under this Agreement.

22. Attorneys' Fees:

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees **in** addition to any other relief to which such party may be entitled.

23. Waiver:

No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

24. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.

25. Headings:

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

26. Non-Liability of Officials, Employees and Agents:

No officer, official, employee or agent of KFPD shall be personally liable to CONSULTANT in the event of any default or breach by KFPD or for any amount which may become due to CONSULTANT pursuant to this Agreement.

27. Entire Agreement and Modification:

This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless **in** writing and signed by both parties.

IN WITNESS WHEREOF, KFPD and CONSULTANT have executed this Agreement on the day and year written below.

KENSINGTON FIRE PROTECTION DISTRICT

EXHIBIT A
SCOPE OF SERVICES



Project Approach

The ESS team believes in a full-circle approach to obtaining grant funding. This approach and the underlying methodology will encompass all of the areas of KFPD's Scope of Work for this contract. In addition, ESS is fully capable of providing grant compliance after a grant funding has been successfully awarded to KFPD. The three main components of this process are outlined in the three steps and discussed further below: Develop a Funding Strategy, Assist KFPD in Applying for Successful Grants, and Grant Compliance Management and Support Services. Additional services may be required depending on the type of funding pursued. ESS will inform KFPD about the additional services we can provide before they are performed.

1. Develop Funding Strategy:

- Conduct funding research to identify grant resources including but not limited to federal, state, and local agencies, as well as private foundation funding opportunities that meet KFPD's strategic and budgetary goals
- Provide a summary of funding opportunities relevant to KFPD's needs on a regular basis
- Assist KFPD in identifying project strengths and gaps and to prepare projects for highest ranking possible in a timely manner prior to grant announcements

2. Assist KFPD in Applying for Successful Grants:

- Advise KFPD in order to determine when and how to proceed in a funding pursuit
- Work with KFPD to obtain and organize all facts, statistics, data, and relevant project documents for funding opportunities pursued
- Develop timelines and checklists to ensure timely grant completion and submission
- Prepare resolutions and staff reports as-needed following KFPD's preferred style
- Facilitate public presentations as well as internal and external stakeholders meetings to build consensus and document the views and information needed
- Compose draft grant proposals on behalf of KFPD, including all technical narratives, budget, schedule, exhibits, graphs and schematics, and compile relevant organizing facts, statistics, data and other necessary items for grant applications
- Submit draft and final application packages to KFPD for review
- Submittal of all funding applications according to the grant guidelines

3. Grant Compliance Management and Support Services:

- Review the draft award agreements to identify all the general and specific requirements
- Assist KFPD with the preparation and submittal of post-award reports and reimbursements that are required under the terms of the grant
- Track Disadvantaged Business Enterprise (DBE) requirements, perform American Iron and Steel (AIS) certification process, monitor Davis-Bacon Labor compliance requirements
- Participation in regulatory audit sessions
- Prepare specification sections to meet the terms of grant agreement and guidelines
- Assist in preparation of required California Environmental Quality Act (CEQA)



- Prepare technical documents to support the grant applications and/or prepare RFPs for technical services needed

Our accomplished technical staff regularly prepare successful grant applications for local, state, federal, and private/foundational programs, from the initial development of a program to completion of a grant application. We have the unique ability to distill and convey complex project information into funding agencies' specific formats for grant applications. Similarly, our experience with grant administration has enabled us to see another side of grant acquisition.

1. *Develop Funding Strategy*

The complex and elaborate process of obtaining funding can delay KFPD's ability to act. Our comprehensive knowledge of the funding process helps us conceptualize and develop an appropriate action plan, thereby maximizing success. We will identify eligibility requirements, likely availability of funding, terms, conditions, evaluation criteria and other key parameters and assist KFPD in meeting the required qualification.

Established Relationship with Funding Agencies

We understand that truly **successful grant funding consists of two-thirds planning and one-third writing**. With that in mind, we pride ourselves in our close relationships with CalOES, FEMA, CAL FIRE and other funding agencies. Those relationships, plus appropriate and meticulous planning, allow us to obtain key information about the successful awarding of grant funds. One of the tactics used to ensure this strategy's success is to identify opportunities for in-person meetings with the funding agency when creating the WPS.

- ESS has been able to receive responses to questions on CalOES/FEMA BRIC grant from CalOES consultants based on our established relationship. These responses provided invaluable information resulting in a successful application.
- When applying for EPA stormwater grants for Coachella Valley Water District (CVWD), ESS arranged a conference call to discuss the priority projects for CVWD and received key input from grant funding project managers.

As the following areas of the Project Approach section outline, our work style and the strategies we use position our clients for maximum funding awards while ensuring the efficiency of grant writing and related services. This contributes to our repeated business with our clients.

Identification of Funding Sources

ESS team members keep up to date with the funding propositions, attend webinars and review guidelines for federal, state and local funding opportunities for many types of grants, including disaster mitigation, disaster relief, water and sewer projects, street improvements, facility improvements, parks projects, sustainability projects, active transportation projects, energy savings and climate change projects.

The ESS team is well positioned to provide assistance in receiving funding from FEMA grants. As an approved Safety Assessment Program Trainer for CalOES and a national presenter for FEMA, Sudi has deep relationships with FEMA personnel.



- ESS identified projects for the City of Belvedere that qualified for the FEMA BRIC grant and was approved by CalOES for over \$15.5 million in 2021.
- ESS was able to match the seismic retrofit of steel reservoirs for the San Bernardino Municipal Water District with an HMGP funding that were approved by CalOES and recommended to FEMA for funding.
- ESS was able to identify over 18 private foundation funding sources for a special project for the City of Carlsbad Fire Department.
- ESS identified the Bureau of Reclamation grant for a qualified project in the City of Sacramento which awarded \$1.5 millions of grant funds.

We utilize our extensive experience to match KFPD's projects with the potential funding options. ESS will create a matrix of all potential funding alternatives **specifically to match KFPD's projects** and will provide key information about the grant. This will serve as a tool for KFPD staff to use for strategizing on which funding opportunities to pursue.

Deliverable(s):

- Funding Matrix identifying all available funding for the Project Priority List
- Updated Funding Matrix on monthly basis or as directed by KFPD

Identification of Appropriate KFPD Projects for Funding

Once a Notice to Proceed has been identified, Sudi will arrange a kick-off meeting with KFPD General Manager, and appropriate members of ESS team. We have already reviewed the RFP in detail and have preliminarily identified a variety of potential funding sources. We will request for a comprehensive list of projects if available and review them to prepare for our meeting. Sudi will serve as the Project Director and point of contact for this contract. She will assign task managers and grant writers as needed (during simultaneous pursuits) to best meet the funding application deadlines.

The ESS team has been responsible for budgeting, scheduling and implementation of annual Capital Improvement Projects (CIP) programs and emergency management departments for the agencies they have served. We will work with KFPD personnel to review and discuss the current status of projects, available funding, established priorities, KFPD strategic goals and policies, project planning and design status, management preferences and regulatory requirements. With our thorough knowledge of available and historical funding opportunities and our technical expertise in managing similar programs, we will be able to recommend a strategy and ranking of projects for funding pursuits.

- ESS is currently evaluating a project for the City of Petaluma for the CAL FIRE Urban and Community Forestry Grant to assure maximum ranking of the project.
- ESS facilitated a meeting with the State Water Resources Control Board funding for the City of Carlsbad Fire Department for water main pipelines and fire hydrants

Deliverable(s):

- Recommendation for project priority list with financial breakdown and timeline with pertinent information for funding pursuits



Presentation of Projects to Funding Agencies

One of the strategies we may wish to explore is for KFPD to consider presenting the priority projects to various government and private foundation funding agencies. Using this approach allows us to learn about the priorities of the funding agencies, obtain tips regarding the application and ask focused questions to help write our grant proposal. This also offers the funding managers the opportunity to speak directly with KFPD staff and learning more about the project. This approach has allowed ESS to learn of the funding agency recommendations and draft the applications for successful results.

ESS will also be able to assist with preparation and/or prepare presentations as needed. This will allow the funding project managers and evaluators to learn about the projects and recommend feedback for successful award of grants.

- ESS arranged for a Zoom meeting with CalOES representatives for presentation of a renewable energy/sustainability project that resulted in approval of a Notice of Intent and an invitation to apply for a FEMA HMGP opportunity.
- ESS organized a conference call with EPA that allowed CVWD to learn more about the details of the grant funding and providing the additional information needed. CVWD was selected in November 2018 to receive over \$50 million in funding.
- Presentations on behalf of South Coast Water District (SCWD) in Sacramento resulted in a close collaboration to fund over \$103 million for the project.
- ESS facilitated a meeting for the City of Palm Spring projects that received firsthand information about funding obligations for its \$29 million project.

2. Assist KFPD in Applying for Successful Grants

ESS understands that grant writing service needs will vary over the course of this contract depending on the type of grant and the number of simultaneous pursuits and the ideal schedule for improvement projects. The ESS project team is committed and has the capacity to work quickly on urgent, high-priority matters, and can add additional personnel as needed to fulfill KFPD's needs.

In addition to our emergency expert staff, ESS has highly technical staff members with extensive experience in preparation of credible and accurate reports that gain the respect of the funding agency reviewers, resulting in our repeated success and award of grants to our clients. We will propose to utilize these staff members to work on applications as the need for these expertise arise.

Implementation Plan and Detailed Project Schedule

Once a funding source and a pursuit have been identified, the Funding Support Team led by James (our San Francisco Bay Area contact), will arrange for a meeting and will come prepared with a WPS. ESS prepares a WPS for all funding pursuits based on our detailed analysis of the Notice of Funding Opportunity (NOFO). The WPS will be in the form of a matrix and will serve as a tool for both KFPD staff and ESS team members in order to track the project progress and alignment with the funding requirements. The WPS identifies and requests relevant documents and resources from KFPD, assigns roles and responsibilities between ESS team members and KFPD, and identifies the funding pursuit timeline.



When developing the WPS, **ESS will also note the implementation constraints** that may have an impact on selection of the project elements. For example, **most funding sources require that a grant agreement be in place prior to the start of construction.** ESS will work with the KFPD Project Manager to identify solutions and/or assist with reprioritization of the grant applications to meet the requirements. As shown below, WPS is organized for clarity and is an invaluable reference tool that is used throughout every project. Topics commonly found in the WPS include:

- Eligibility criteria
- Budget needs
- Project programming requirements
- Submittal requirements
- Resolutions and Approval Letters from KFPD’s Board of Directors
- Technical reports: Benefit Cost Analysis, Environmental Reports, Life Cycle Analysis
- Project readiness: CEQA status, Feasibility studies, Project design reports
- Support documentations: certifications, forms, project reports
- Submittal checklist: all forms and other requirements of the funding source
- Matching funds
- Maps and pictures
- KFPD’s prior grant management record
- Evaluation criteria

ItemA2:H3		Requirements	BY	Schedule
1.0 Introduction				
3.0 General Reporting				
3.2	Project Description Template	Project sponsors must provide descriptive information on the proposed Small Starts project and the regional public transportation system. FTA uses the information in the Project Description Template to understand the project and to establish a database of project characteristics and local contact information. All Small Starts project sponsors must submit	ESS	Week 1
3.3.1	Project Identification	2-3 sentences on the essential characteristics of the proposed project (location, length, termini, number of stations, hours of service and frequency by time period)		Week 1
3.3.5	Purpose of the Project	Succinctly describe the specific ways that the proposed major transit investment will address the problems identified in the corridor.		Week 1
3.3.6	Merits of the Project	Describe how the project addresses the Purpose for the Project more effectively compared to other alternatives		week 1 -2
3.4	Project Maps	Electronic maps must be submitted for inclusion in Annual Report on Funding Recommendations and/or posting on FTA website. Maps should be 8.5x11 and be able to be copied in grey scale. Typical orientation for N/S is portrait and E/W is landscape.		Week 1
3.4.3	Map Details: Stations	Stations included in the project, marked in a distinguishable manner from existing transit stations and labeled. Stations with park & ride facilities should be further distinguished from others, either via markings or labels.	ESS	Week 1
3.4.9	Map Details: Legend	A legend, scale and compass.	ESS	Week 1

Using WPS for all required items will allow ESS to take the lead in scheduling meetings and facilitating stakeholder meetings to obtain the required information. ESS will take the responsibility for documentation of the views of internal and external stakeholders and any impacts on the process will be reflected in the WPS.

Deliverable(s):

- Work Plan Structure for the identified grant pursuit including items needed from KFPD



Targeted Approach for Maximum Scoring on Evaluation Criteria

The first step for our targeted approach is to develop a full understanding of the project elements, project milestones, and available project reports. We will also study the previously awarded projects from the funding agency and learn about the key points that may be overlooked due to their simplicity. In developing the WPS, we will identify the primary and secondary evaluation criteria to help highlight the project strengths. We will work closely with KFPD's Project Manager to identify the potential gaps, analyze alternatives, and recommend resolutions to minimize their impact. With this approach, ESS has added value for our clients:

- ESS recommended re-strategizing of funding pursuits for four projects for the City of Santa Ana resulted in identification of additional \$10 million in grants.
- Revisions to the scope of work of City of Commerce project resulted in a successful award of over \$1 million
- Detailed evaluation of the grants has enabled us to advise the agencies if the project is not competitive and therefore resulted in cost savings by not preparing grant applications.

Quantitative Analysis and Technical Reports

Depending on the grant requirements, ESS will work with KFPD Project Manager to receive and review the available technical studies, environmental documents and plans and specifications. We will then use our highly experienced team members to complete the technical write-up sections of the grants. As needed, and upon the KFPD's direction, we will be prepared to either perform additional technical research and analysis or supplement the effort.

The ESS engineering team has been directly responsible for implementation of various CIPs including transportation and street improvements, water and sewer projects and facility management. The ESS engineering team will bring their expertise to articulate the technical information of the grants. Our expert grant writers will review the project documents to highlight the project's strengths matching the grant goals to achieve maximum ranking of the application.

- ESS has been very successful in the submittal of FEMA grant applications which require a high level of technical credibility and are considered very complex including a flood control project with detailed hydrological justifications
- ESS in-house structural and FEMA experts were able to provide detailed information about seismic recurrence and community impact resulting a high benefit cost ratio and CalOES approval and recommendation for funding

Budget Analysis and Construction Planning

The ESS team will assist KFPD in identifying qualifying information to meet grant requirements for budgeting and construction planning. Budgets demonstrate project flexibility and budget scalability to make the grant applications more attractive **and create opportunities to apply again even after a successful application's award.** Some areas of focus will include:



- Budget Scalability
- Scheduling Details
- Qualifying Matching Funds
- Implementation Requirements for Allocation Purposes

Support Letters

Often, this aspect of a grant application is given only cursory attention and proves to be invaluable. At ESS, these potentially undervalued areas are key endorsements that ESS crafts in close cooperation with clients. ESS will recommend stakeholders to contact and will draft focus points that align with key ideas in the narrative and grant criteria so that support letters send strong, targeted messages.

Public Involvement

ESS will also assist in building consensus, drafting public presentations and organizing stakeholder meetings to meet grant requirements.

- ESS helped organize and host a stakeholder meeting for the City of Seal Beach in the Proposition 68 funding pursuit. This involved creating a meeting announcement flyer, setting up a virtual webinar for the stakeholder meeting, creating a presentation of the project and the funding opportunity being pursued, and hosting/recording the meeting for the City of Seal Beach.

WRITING-TO-WIN Approach

What sets us apart is that our **grant writers are licensed technical experts** in this industry and therefore have the ability to **convey complex project information** into the specific format of a grant application.

Using a targeted approach to analyze objectives and match goals to opportunities provides us with the details we need for our writing-to-win approach. Once a funding strategy is in place, the next challenge is to create a winning application. ESS brings its proven track record in creating an application package that will stand out among dozens, highlighting the project's merit in full compliance with the instructions and limitations.

This approach uses a high degree of expertise and creativity. ESS believes that impactful illustrations transform well-researched information into powerful persuasion. ESS utilizes graphics and schematic drawings to show grant evaluators the client's expertise and vision.

- ESS was complimented by CalOES consultant on its illustration of funding impacts on a FEMA BRIC application for mitigation of sea level rise
- For a cap-and-trade grant to reduce GHG emissions, ESS replaced the executive summary with graphics highlighting projects features matching the grant focus. This resulted in an award of more than \$9 million.
- For another project, ESS used an AQMD pollution map as a base and plotted all of the appropriate, completed energy-efficiency projects.

3. Grant Compliance Management and Support Services

ESS will work with KFPD project manager and finance departments to determine the grant compliance requirements early on so that we will be prepared for stress-free audit sessions. ESS will also complete our in-house pre-audit check lists and prepare handouts and folders for agency reviews. The following are a few examples of ESS's success in grant compliance work:



- ESS has been providing successful grant compliance on a \$280 million SBCTA project that consists of more than 11 different funding sources.
- ESS was complimented by the auditors for its efforts on the compliance-monitoring and reimbursement services for City of Palm Springs' \$29 million federally funded project.
- ESS has been providing grant management and reporting services for the Cities of Richmond, Santa Ana, Hemet, Wildomar, and Long Beach, CA
- Listing of over 30 private foundations to consider for the Siren Study & Cameras
- Identification of applicable Department of Housing and Urban Development (HUD) programs for affordable housing elements
- State Water Resources Control Board for water main pipelines and fire hydrants
- Bureau of Reclamation for water storage

4. Additional Scope of Work

As former agency personnel, ESS team members are fully prepared to support the KFPD Project Manager with all required analysis, reports, design review and specification sections, cost estimating, preparation of staff reports, and resolutions as needed. The following are some examples of additional work that the ESS team provides:

- Prepare resolutions and staff reports following the KFPD's preferred style
- Prepare specification sections and provide design review to meet the terms of grant guidelines prior to advertisement
- Assist in preparation of required CEQA process
- Prepare RFPs for technical services needed
- Preparation of educational material

5. Cost Recovery

ESS will be able to recover the cost of grant compliance and oversight on several grants such as those by FEMA and EPA.

Project Management

With a team that has been responsible for budgeting, scheduling, and implementation of annual funds and projects for programs in municipal agencies, the ESS team will leverage their expertise in every area to ensure solid strategies, clear communication, and creativity that results in not just the most possible funding awarded, but also an enjoyable working relationship with KFPD. Included in this commitment is our pledge to solicit feedback regularly from KFPD staff:

1. ESS expects KFPD will make staff roles clear during the meetings and inform ESS of any preferences of contact method when reaching out to KFPD staff.
2. As demonstrated in the Grant Application Preparation Section, we will use the following methods to ensure we have solicited and utilized all relevant information from our clients:
 - a. Progress meetings and issuance of meeting minutes
 - b. Clear and concise list of items needed, and date received from KFPD
 - c. Established process for review and final approval of grants with ample time for KFPD.



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Proposal for the Position of Grant Writer

- d. Early engagement of external stakeholders, including funding agencies, partnering agencies, and agencies providing support letters. ESS will assist in identifying key stakeholders and facilitate meetings as needed.
- e. Status report for the activities in the month that will include updates on grant applications submitted, grant opportunities that are on the near horizon, and those in process of preparation.

ESS utilizes its established processes and templates along with the latest technical programs and software for calculations, along with graphics and charts as needed for a grant application. ESS collects and organizes information from a variety of sources while creating a grant application and will share all appropriate and non-proprietary information with KFPD for future use.

We at ESS have experience in building not only infrastructure, but also building relationships with our clients. We believe that clear and concise communication between our team and the KFPD is the foundation in making the funding procurement process as efficient and effective as possible. We look forward to being a partner to the KFPD in pursuing grant for KFPD's projects.

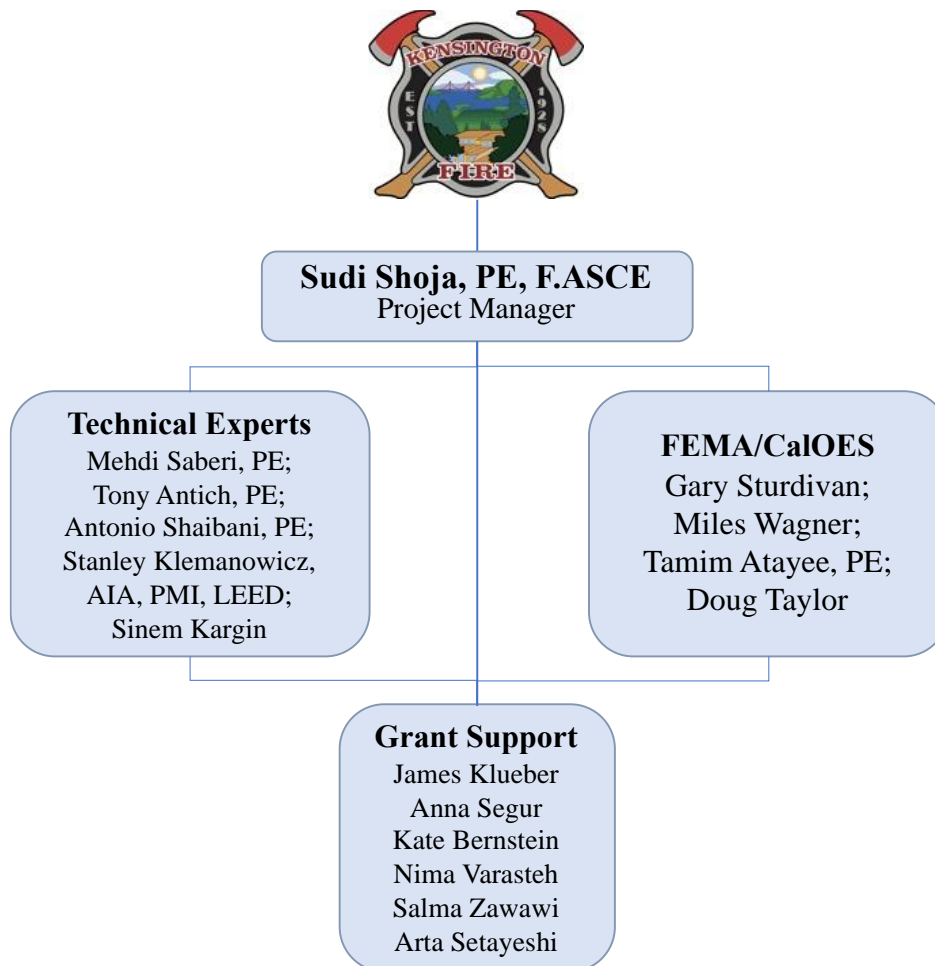
Deliverable(s):

- Comprehensive Reports for a status of grant writing services at a glance
- Agendas, PowerPoint Presentations, and meetings minutes



Proposed Staffing

As the Project Manager, Sudi will assign the appropriate staff as detailed in the organizational chart below based on the work required. Changes to the designated project team shall not be made without the prior written approval of KFPD.



As it is demonstrated here, ESS brings its team of technical experts to provide the complex technical support information that is the key to successful grant applications.

KENSINGTON FIRE PROTECTION DISTRICT

EXHIBIT B
FEE SCHEDULE



ATTACHMENT "B"

Kensington Fire Protection District
Proposal for the Position of Grant Writer

Fee Proposal

- ESS team members track their time on project in 15-minute increments to make sure that we provide accurate records of our effort.
- ESS is prepared to provide not to exceed amounts before starting any part of the work. The flat fees are based on estimate of effort needed and on our past experience with the grant.
- Transportation cost may be from our satellite office in San Francisco for trips requested by KFPD.
- As per the RFP, the costs stated below will remain valid for a period of 90 days upon the receipt of this proposal.

Fee Schedule	
Discipline	Hourly Rate
Project Manager/Senior Emergency Manager	\$150
Grant Writer/Project Engineer/Emergency Manager Specialist	\$140
Project Engineer/Support Lead/Environmental Specialist	\$120
CADD Operator/Grant Support	\$100
Clerical	\$63
Technical Experts/FEMA-CalOES	\$160-\$175
Reimbursable	Cost
Transportation	0.57 per mile
Travel: actual cost	TBD