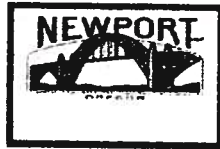


5345



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Amendment No. 2 to Professional Services Agreement - Dig Deep Research, LLC

Date: June 23, 2022

Statement of Purpose: FY 22/23 Scope of work Tasks 1-3 for Dig Deep

Department Head Signature: [Signature]

Remarks, if any: None

City Attorney Review and Signature: [Signature] Date: 6/26/2022

Other Signatures as Requested by the City Attorney: _____

	Signature			Date:	Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			N/A <input type="checkbox"/>
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>			N/A <input checked="" type="checkbox"/>
City Council Approval Needed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			Date: <u>6/20/2022</u>

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 6/29/2022

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

3345

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
(GRANT CONSULTANT OF RECORD) BETWEEN THE CITY OF NEWPORT
AND DIG DEEP RESEARCH, LLC

THIS AMENDMENT is to the above-described agreement dated August 10, 2018 between the City of Newport, a municipal corporation of the State of Oregon ("City"), and DIG DEEP RESEARCH, LLC, for Grant Consulting services.

WHEREAS, the above-described agreement ("Agreement") provides, in part, that the agreement may be extended by mutual agreement of the parties; and

WHEREAS, on August 5, 2021, the parties extended the Agreement until August 30, 2024 through an Amendment No. 1 to the Agreement; and

NOW, THEREFORE, the parties agree to amend the Agreement, as provided for in section 27, as follows, effective on the date of the last signature below:

1. The Scope of Work and fee schedule for the Agreement is hereby amended to include the following attached documents:
 - a. Task 1 in the amount of \$180,000 – Exhibit D
 - b. Task 2 in the amount of \$150,000 – Exhibit E
 - c. Task 3 in the amount of \$50,000 – Exhibit F
2. This Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

CITY OF NEWPORT

DIG DEEP RESEARCH, LLC

Spencer R. Nebel, City Manager

Tia Cavender, CEO





Signature

Signature

06/29/2022

6/28/2022

Date

Date



CITY OF NEWPORT | CONTRACTUAL SCOPE OF WORK RETAINER SERVICES FOR FY 2022-23 (TASK 1)

June 10, 2022

1. BACKGROUND

The City of Newport (City) has chosen Dig Deep Research, LLC (Dig Deep) to provide professional strategic grants planning and project management services in FY2022-23 to advance ongoing fundraising efforts for public works projects. The following Contractual Scope of Work describes the activities, schedule, and investment for monthly retainer services in FY2022-23 similar to the general retainer services Dig Deep has provided the City for the last several years.

Since 2012, the Dig Deep team has successfully partnered with the City to raise infrastructure funding to supplement utility revenues. Every year since 2014, the City's annual investment has yielded an annual return on investment of 6 to 1 or more, and continues to be an effective way to maximize public investments without putting the financial burden solely on the City's ratepayers and citizens.

2. OBJECTIVES

A primary objective of this scope is to support the City's efforts to secure external funding to help pay for the design and construction of infrastructure projects (water, waste, and stormwater infrastructure). The work included in this scope is intended to keep the City informed of key milestones, anticipated timelines, planned funding pursuits, potential for leverage, and anticipated outcomes. Another objective of this scope is to provide project management services for all fundraising activities the City's public works department plans to advance over the next fiscal year. This work includes interfacing with the other technical



advisors, such as the engineering consultants, government affairs consultants (federal and state), and public outreach consultants.

Currently, the City is advancing \$119M in infrastructure funding with support from Dig Deep, and this scope ensures the work will continue without interruption into throughout the next fiscal year.

3. APPROACH

Activities

- Conduct project management activities, including facilitating bi-monthly meetings with City staff, and providing ad-hoc updates in-between meetings.
- Coordinate activities with technical consultants, and communicate updates to appropriate team members and City staff.
- Help advance fundraising efforts for the City's public works department, including state grants, federal grants, state loans, and forgivable loans.
- Help City staff cultivate relationships with targeted funding agencies.
- Continue to provide technical support regarding grants-related questions (e.g., questions related to reimbursement expenses, reporting requirements, etc.) for City staff.
- Provide guidance regarding outcomes indicators and tracking.
- Alert City staff about upcoming deadlines, new or anticipated funding programs, and leverage opportunities.
- Help analyze data, summarize outcomes and disseminate results.
- Lead the due diligence process for planned pursuits and pursuits in development.
- Help prepare scopes of work and cost estimates for grant and loan applications in pursuit.
- Prepare and deliver quarterly update presentations for City Manager and Finance Director.
- Provide recommendations for technical advisors, such as the engineering consultants, government affairs consultants and public outreach consultants.

- Provide City staff and technical consultants with existing project information and historical context to help support their work.
- Help collect public documents relevant to fundraising activities and eligibility determination for government grants and loans.
- Review and provide feedback on grant submission materials the City prepares (e.g., concept letters, grant application narrative sections, stakeholder letters of support, etc).
- Provide recommendations about ways to maximize the City's competitiveness, leverage potential and stewardship efforts.
- Help the City host funder cultivation events, such as VIP tours of the Big Creek Dam Project for instance.
- Support City staff in the ongoing engagement and stewardship of the targeted funding agencies and grant programs in pursuit.

4. TERMS

4.1 Investment

The price for the services outlined above for the fiscal year ending 2023 (7/1/2022 to 6/30/2023) is \$180,000. This investment will cover all in-house consultant labor, project expenses (i.e., copies, office supplies), and travel expenses for up to three trips to either Newport, OR or Washington, DC.

This Scope will be invoiced at the beginning of the City's fiscal year (7/1/22), and will include a discount of 2%, or \$3,600, for paying on an annual retainer basis. Alternatively, the City could opt to pay quarterly at the rate of 1/4th the annual contract (\$45,000/quarter), payable at the beginning of each quarter on 7/1/22, 10/1/22, 1/1/23, and 4/1/23.



4.2 Assumptions

The work described above is a continuation of the work conducted in previous years. Contractual scope must be fully executed by both parties prior to June 30, 2022.

4.3 Approval

Both parties agree to the provisions outlined in this scope of work.

DIG DEEP RESEARCH, LLC

CITY OF NEWPORT, OR

Tia Cavender, CEO & Founder

Spencer Nebel, City Manager

6/28/2022

06/29/2022

Date

Date



CITY OF NEWPORT | CONTRACTUAL SCOPE OF WORK GRANT WRITING SERVICES FOR WATER PROJECTS (TASK 2)

May 4, 2022

1. BACKGROUND

The City of Newport (City) has chosen Dig Deep Research, LLC (Dig Deep) to provide professional grants services in FYE 2023 to advance its ongoing grant-seeking efforts for the City's priority drinking water infrastructure projects. The following scope describes the activities, schedule and cost for strategic funding services in FYE 2023.

2. APPROACH

Strategic Grants Activities

- Continue to advance the strategic funding plan to secure external funding sources for the design and construction of identified water infrastructure projects.
- Pursue funding for three funding opportunities (state and federal), including government grants and/or loans.
- Continue to engage funding agencies and agency staff on behalf of the City.
- Plan and facilitate funder cultivation events with targeted funding agencies and key stakeholders.
- Obtain letters of support from key stakeholders for government funding requests.
- Coordinate with technical consultants (e.g., engineers) as needed while preparing application materials.



- Identify and evaluate new sources of government funding (e.g., Infrastructure Act funding) that align with the City's priority projects.

4. TERMS

4.1 Cost

The cost to provide the services outlined above for the fiscal year ending 2023 (7/1/2022 to 6/30/2023) is \$150,000. The fee includes all in-house labor and any required subcontract labor but excludes travel expenses.

This Scope will be billed monthly at the rate of 1/12th the annual contract (\$12,500 per month), unless deadlines require the work to be completed sooner. In the event all three funding applications are completed prior to the contract end date, any remaining balance will be billed in the month the final application was completed.

4.2 Contingency

In addition to the above annual fee of \$150,000, this Scope includes \$22,500 (or 15% of the total fee) for contingency purposes. Contingency will be used only if the City requests one or both of the following:

1. That a member of the Dig Deep team travel to attend an in-person meeting in Oregon or Washington, DC; and/or
2. That Dig Deep complete a fourth funding application.

4.3 Assumptions

- The City is responsible for submitting funding proposals. Any decision not to submit a proposal for funding will not affect the terms of this contract.



- Representatives from the City and its technical consultants (i.e., engineering consultant of record) will actively participate as needed when preparing grant materials and funder meetings.

4.3 Approval

Both parties agree to the provisions outlined in this scope of work.

DIG DEEP RESEARCH, LLC

CITY OF NEWPORT, OR

Tia Cavender
CEO

Spencer Nebel
City Manager

6/28/2022

06/29/2022

Date

Date



CITY OF NEWPORT | CONTRACTUAL SCOPE OF WORK
GRANT WRITING SERVICES FOR WASTEWATER PROJECTS
(TASK 3)

May 4, 2022

1. BACKGROUND

The City of Newport (City) has chosen Dig Deep Research, LLC (Dig Deep) to provide professional grants services in FYE 2023 to advance its ongoing grant-seeking efforts for the City’s priority wastewater infrastructure projects. The following scope describes the activities, schedule and cost for these services in FYE 2023.

2. APPROACH

Strategic Grants Activities

- Continue to advance the strategic funding plan to secure external funding sources for the design and construction of priority wastewater infrastructure projects.
- Pursue one funding opportunity for wastewater projects. This may include one state or federal grant and/or loan.
- Continue to engage funding agencies and agency staff on behalf of the City.
- Plan and facilitate funder cultivation events with targeted funding agencies and key stakeholders.
- Obtain letters of support from key stakeholders for funding pursuits.
- Coordinate with technical consultants (engineers, e.g.,) as needed.



- Identify and evaluate new sources of government funding (e.g., Infrastructure Act funding) that align with the City's priority projects.

4. TERMS

4.1 Cost

The cost to provide the services outlined above for the fiscal year ending 2023 (7/1/2022 to 6/30/2023) is \$50,000. The fee includes all in-house labor and any required subcontract labor but excludes travel expenses.

This Scope will be billed monthly at the rate of 1/12th the annual contract (\$4,166 per month), until the work is completed. The remaining balance on this Scope will be billed in the month the funding application for this Scope is completed.

4.2 Contingency

In addition to the above annual fee of \$50,000, this Scope includes \$7,500 (or 15%) for contingency. Contingency will be billed only if an unanticipated project expense emerges, such as the City requests that a member of the Dig Deep travel to an in-person meeting in Oregon or Washington, DC.

4.3 Assumptions

- The City is responsible for submitting funding proposals. Any decision not to submit a proposal for funding will not affect the terms of this contract.
- Representatives from the City (e.g., Public Works Director, Mayor) and its technical consultants (i.e., engineering consultant of record) will be actively involved in advancing the work.



4.3 Approval

Both parties agree to the provisions outlined in this scope of work.

DIG DEEP RESEARCH, LLC

CITY OF NEWPORT, OR

Tia Cavender
CEO & Founder

Spencer Nebel
City Manager

4/28/2022

06/29/2022

Date

Date

