

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. 3 to Professional Services Agreement with Dig Deep Research, LLC Date: June 09, 2023 Statement of Purpose: FY 23/24 Scope of work Tasks 1-4 for Dig Deep Department Head Signature: Remarks, if any: _____ City Attorney Review and Signature: 5ee affected e-mail Date: Name/Position Other Signatures as Requested by the City Attorney: _____ Date: Signature Budget Confirmed: Yes No 🗆 N/A No 🗆 N/A XCity Council Approval Needed: Yes X Date: _June 20, 2023____ No 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. Date: 6-28-23 City Manager Signature: 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:

From: David Allen

Sent: Monday, June 26, 2023 3:48 PM

To: Aaron Collett

Subject: Re: Dig Deep Contract - approval

Attachments: Agreement Sign Off Form Amend #3 Dig Deep_FY23-24_deptsig.pdf

You can use this e-mail to confirm review for the sign-off form for amendment no. 3 to the professional services agreement with Dig Deep Research, which was approved/authorized at the June 20 council meeting. Will send you revised drafts for the PAC and Water Strategies amendments in the next day or so. --David

From: Aaron Collett

Sent: Monday, June 26, 2023 2:27 PM

To: David Allen

Subject: Dig Deep Contract - approval

Hello David,

Do you have the City Attorney signed version of the agreement sign-off form for the Dig Deep contract? I am going to send them the contract documents approved at the last Council for their signatures and compile everything to drop off for Spencer, but I do not have the sign-off form yet.

Attached the copy I signed to save hunting if you need it.

I'll start working on Public Affairs Council (PAC) and Water Strategies as well as soon as you sign off on those, which will be City Manager signature level.

Thanks,

Aaron Collett, PE
City Engineer
City of Newport, Oregon
169 SW Coast Highway, Newport, OR 97365
A.Collett@newportoregon.gov

Office: 541-574-3375 Fax: 541-265-3301

PUBLIC RECORDS LAW DISCLOSURE. This e-mail is a public record of the City of Newport, and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to the State Records Retention Schedule for Cities.

AMENDMENT NO. 3 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 term of the Agreement until August 30, 2024 through an Amendment No. 1 to the Agreement; and

WHEREAS, for each fiscal year during the term of the Agreement, as extended by Amendment No. 1, the parties have entered into certain tasks (i.e., scopes of work w/fee schedules) by task order or amendment.

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 for fiscal year 2023-2024:
 - a. Task 1 (retainer services) in the amount of \$198,000
 - b. Task 2 (grant writing services-water projects) in the amount of \$165,000
 - c. Task 3 (grant writing services-wastewater projects) in the amount of \$165,000
 - d. Task 4 (travel and extra expenses) in the amount of \$12,000
- 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	Fernando D. Gonzalez, COO
D. PMW	Print name and title FERNANDO DAVID Digitally signed by FERNANDO DAVID GONZALEZ:21568280831 280831 Date: 2023.06.27 12:44:57 -0300'
Signature	Signature
06-28-23	June 27 2023
Date	Date



CITY OF NEWPORT | CONTRACTUAL SCOPE OF WORK RETAINER SERVICES FOR FY 2023-24 (TASK 1)

May 10, 2023

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 FY2023-24 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 FY2023-24 similar to the general retainer services Dig Deep has provided the City for the last decade.

Since 2012, the Dig Deep team has worked with the City to raise infrastructure funding to supplement utility revenues. Since then, the City's consistently averaged a return on investment of at least 6:1 per year. These services continue to provide an effective way to maximize public investments without putting the financial burden solely on the utility ratepayers.

2. OBJECTIVES

A primary objective of this work 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 will 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 \$210M in funding pursuits (grants, subsidized loans & principal forgiveness funding), and this scope ensures the work will continue without interruption into and throughout the next fiscal year.

3. APPROACH

3.1 Activities

- Conduct project management activities, including facilitating bimonthly meetings with City staff, and providing ad-hoc updates inbetween 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 2024 (7/1/2023 to 6/30/2024) is \$198,000. This investment will cover all in-house



consultant labor, project expenses (i.e., copies, office supplies), and travel expenses for up to two trips to either Newport, OR or Washington, DC.

This Scope will be invoiced at the beginning of the City's fiscal year (7/1/23), and will include a discount of 2%, or \$3,960, for paying on an annual retainer basis.

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, 2023.

4.3 Approval

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

DIG DEEP RESEARCH, LLC	CITY OF NEWPORT, OR
FERNANDO DAVID GONZALEZ:21568 280831 Digitally signed by FERNANDO DAVID GONZALEZ:21568280831 Date: 2023.06.27 12:45:26 -03'00'	apple
Fernando D. Gonzalez	Spencer Nebel
COO	City Manager
5/10/2023	6/28/23
Date	Date



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

May 10, 2023

1. BACKGROUND

The City of Newport (City) has chosen Dig Deep Research, LLC (Dig Deep) to provide professional grants services in FYE 2024 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 2024.

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.

TERMS 4.

Cost 4.1

The cost to provide the services outlined above for the fiscal year ending 2024 (7/1/2023 to 6/30/2024) is \$165,000. 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 (\$13,750 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.

Assumptions 4.2

- The City is responsible for submitting funding proposals. Any decision <u>not</u> 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
FERNANDO DAVID Digitally signed by FERNANDO DAVID GONZALEZ:21568 GONZALEZ:21568280831 Date: 2023.06.27 12:45:58 -03'00'	DRULI
Fernando D. Gonzalez COO	Spencer Nebel City Manager
5/10/2023	06/28/23
Date	Date



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

May 10, 2023

BACKGROUND 1.

The City of Newport (City) has chosen Dig Deep Research, LLC (Dig Deep) to provide professional grants services in FYE 2024 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 2024.

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 up to three funding opportunities for wastewater projects. This may include state or federal 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 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 2024 (7/1/2023 to 6/30/2024) is \$165,000. 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 (\$13,750 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.

Assumptions 4.2

- The City is responsible for submitting funding proposals. Any decision <u>not</u> 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.



Approval

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

DIG DEEP RESEARCH, LLC	CITY OF NEWPORT, OR
FERNANDO DAVID GONZALEZ:21568 GONZALEZ:21568 GONZALEZ:21568280831 Date: 2023.06.27 12:47:44 -03'00'	DRUL
Fernando D. Gonzalez COO	Spencer Nebel City Manager
5/10/2023	06-28-23
	Date



CITY OF NEWPORT | CONTRACTUAL SCOPE OF WORK TRAVEL AND EXTRA EXPENSES FOR FY 2023-24 (TASK 4)

May 10, 2023

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 FY2023-24 to advance ongoing fundraising efforts for public works projects. The following Contractual Scope of Work describes the activities, schedule and cost estimates for travel related to the fundraising efforts in FY2023-24.

2. APPROACH

2.1 Activities

- Attend in-person meetings in Newport, OR, to discuss or work on grant-related projects.
- Attend in-person meetings in other locations to work alongside state or federal stakeholders.
- Schedule and attend meetings with key federal agency officials, members of Congress, and congressional committee staff.
- Coordinate and liaise with federal and state lobbying subconsultants, legislative officials and other stakeholders including heads of relevant government agencies, special interest groups.
- Complete travel planning, and participate in out-of-town travel activities (i.e., flight, ground transportation, etc.).



TERMS 3.

3.1 Cost

The total cost estimate for travel and extra expenses for fiscal year ending 2024 (7/1/2023 to 6/30/2024) is \$12,000. Costs will be submitted for reimbursement as expenses are incurred.

Approval 3.2

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

DIG DEEP RESEARCH, LLC	CITY OF NEWPORT, OR
FERNANDO DAVID GONZALEZ:21568 GONZALEZ:21568 GONZALEZ:21568280831 Date: 2023.06.27 12:48:10 -03'00'	D. Dulu
Fernando D. Gonzalez	Spencer Nebel
COO	City Manager
5/10/2023	6-28-23
Date	Date