

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract") is made and entered into as of this 1st day of November 2017, by and between the Central Unified School District ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.
Client agrees to pay Consultant for the services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.
Subject to prior written authorization, Client shall reimburse Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.
5. Laws, Rules, and Regulations.
Consultant shall perform the Services in accordance with all applicable local, state, and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. Lobbyist Registration
As a lobbyist employer, Client is required to file a Form 602 with the California Secretary of State, a quarterly Form 635, and register with the United States Congress. Consultant will prepare all forms for Client's signature and will file the forms on your behalf of Client. All filing fees will be Client's responsibility.
7. No Condition to Payment.
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result. Consultant has made no representation or warranties regarding the achievement of any particular result or results. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder. Consultant does not guarantee any specific results in connection with the provision of services.
8. Independent Contractor.
It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant

is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

9. Work Product

Any tangible work product that is developed by Consultant shall be the property of the Client.

10. Confidentiality.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client

11. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties' signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

13. Attorneys Fees.

Client and Consultant agree that the prevailing party in any dispute under this Agreement shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

14. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap, or medical conditions.

15. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client: Central Unified School District
Attention: Kelly Porterfield, Assistant Superintendent/CBO
4605 N. Polk Avenue
Fresno, CA 93722

To Consultant: Townsend Public Affairs, Inc.
Attention: Christopher Townsend, President
1401 Dove Street, Ste. 330
Newport Beach, CA 92660

16. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.,
a California corporation

By: _____
Christopher J. Townsend
President

"CLIENT"

CENTRAL UNIFIED SCHOOL DISTRICT,
a Public Agency

By: _____
Title: _____

EXHIBIT "A"
TO
CONTRACT FOR CONSULTANT SERVICES

TERM: November 1, 2017 through October 31, 2018

FEE SCHEDULE: Grant Writing Services
\$4,000 per month

SERVICES: Please see attached Addendum to Exhibit "A" for full description of services provided.

Client Initials _____

Consultant Initials _____

ADDENDUM TO EXHIBIT “A”

The Services provided pursuant to the terms of the Contract for Consultant Services are the following:

- **Needs Assessment and Funding Analysis:** TPA will meet onsite with District leadership to review funding needs and priorities. TPA will work with District staff to facilitate meetings with District departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for funding. This will help develop a strategic plan that is carefully tailored to satisfy the needs of the District, as well as designed for maximum success in the current funding environment.
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process and needs assessment, TPA will coordinate with the District to develop a proactive and comprehensive strategic funding plan that serves the needs of the District's priorities.

The plan will outline and prioritize multiple funding options for each project, and develop a specific plan of work tailored for each project. It will also identify key “strings attached” to help assess the cost/benefit ratio for each grant opportunity. In addition, it will provide the District with grant application strength of competitiveness based on the District project and funding agency requirements and desirability. Furthermore, it will provide general advisory regarding grants to pursue based on expertise and clearly identify those grants requiring matching funds.

- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the District's projects. TPA will conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the District's funding needs and priorities (emphasizing grants which require no “matching” funds).

TPA will then share these opportunities with the District for further assessment and determination if a grant application is warranted. The District will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.

- **Establishment of Clear Accountabilities:** TPA will coordinate with the District to ensure that the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided and the District is burdened as little as possible while TPA pursues a grant opportunity. TPA will provide the District with a detailed checklist and schedule for each grant selected. This timeline and checklist, in conjunction with the grant matrix produced by TPA, shall provide the District with a clear understanding for which items the District is responsible and which are the responsibility of TPA.
- **Grant Application Development and Submittal:** TPA will provide general grant proposal writing services associated with the completion of grant applications on behalf of the District

including the preparation of funding abstracts and production, and submittal of applications to funding sources.

TPA will develop, draft, submit, and follow up on each District grant application. TPA will also leverage relationships with relevant officials and program officers in various federal and state funding agencies to ensure that District grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. TPA will also provide strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible.

A copy of each grant application package submitted for funding, in its entirety, shall be provided to the District. TPA will ensure that applications are submitted prior to the deadline. TPA will also obtain a receipt for proof of submission.

- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on District projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist with post-award administration and compliance for all grant applications submitted by TPA on behalf of the District. TPA will complete tasks (including but not limited to reports and budgets) for post-award administration and accountability in accordance with the grant terms, deadlines, and requirements.

This assistance will also include interacting with granting agencies on behalf of the District and other tasks related to the successful monitoring of and compliance with the program requirements. TPA will be fully responsible for ensuring the District is in full compliance with all grant terms.

- **Provide Progress Reports:** TPA will confer regularly with the District on our activities. TPA will submit monthly reports to the District summarizing grants currently pending, grants in progress, grants proposed along with outcome, and a description of activities undertaken during the previous month to include in person and teleconference meetings. In addition to written reports, TPA will be available to the District for conference calls, in-person briefings, and meetings.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.