

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND THE NATELSON DALE GROUP

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and The Natelson Dale Group (TNDG, "Consultant") (together sometimes referred to as the "Parties") as of September 13, 2021 (the "Effective Date") in Pinole, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2022, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed \$88,130, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement on a time and materials, not-to-exceed basis at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement, and the applicable sections of Exhibit D.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills, i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed _____ (\$_____). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment Upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of reduction in or cancellation of coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and self-insured retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder including but not limited to the California Labor Code and the prevailing wage requirements set forth in Exhibit D.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement upon thirty (30) calendar days and without cause upon written notification to Consultant pursuant to this section and the applicable sections of Exhibit D.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Consultant's Identity and Personnel.** The person identified on page one as the CONSULTANT's Key Personnel will be the key person for the performance of services

under this AGREEMENT. CONSULTANT's additional key personnel who will work on the PROJECT are identified in Exhibit B. Any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), or any change in key personnel may be made only upon prior written approval by CITY. CONSULTANT shall notify CITY of any proposed change of ownership or fundamental structure in CONSULTANT's firm. Within thirty (30) calendar days of such notice, CITY shall notify CONSULTANT whether CITY will approve such changed firm or personnel to continue providing services under this AGREEMENT or whether CITY will terminate this AGREEMENT. Nothing in this provision shall be construed to limit CITY's right to terminate this AGREEMENT for cause or without cause as set forth in Article I, Section C of this AGREEMENT. Subcontracts between the CONSULTANT and any subconsultants will be subject to review and approval of CITY's representative.

If CONSULTANT reassigns or reduces the commitment of any such key personnel, CONSULTANT shall provide a suitable replacement, subject to the approval of CITY, and CONSULTANT shall provide a reasonable number of unbilled hours of work for such replacement personnel to the extent required to bring the personnel up to speed.

- 8.4 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties and consistent with the requirements set forth in Exhibit D.
- 8.5 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City. See the applicable sections of Exhibit D for additional requirements.
- 8.6 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.7 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.7.1** Immediately terminate the Agreement;
 - 8.7.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.7.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.7.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties and pursuant to the applicable sections of Exhibit D.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement consistent with the applicable sections of Exhibit D.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City pursuant to the applicable sections of Exhibit D. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office) and the requirements set forth in Exhibit D. It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b, will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

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Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by City Manager who shall act as the City's representative. All correspondence shall be directed to or through City Manager or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Roger Dale
Managing Principal
The Natelson Dale Group
P.O. Box 489
Yorba Linda, CA 92885

Any written notice to City shall be sent to:

City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

- 10.11 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.


The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

DocuSigned by:

008692C995E4430...
Andrew Murray, City Manager

CONSULTANT

DocuSigned by:

3BAAE66798564A8...
[NAME, TITLE]

Consultant's City of Pinole Business
License # 21-10490

Attest:

DocuSigned by:

417B39FF517049F...
City Clerk

Approved as to Form:

DocuSigned by:

9FCC7F1E193046D...
Eric S. Casher, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Consultant's scope of services will include the scope of work listed on pages 15-22 of the Consultant's proposal of April 30, 2021 and any modifications or additions agreed to by the Parties.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

The fees charged by Consultant for work performed on an hourly basis shall not exceed the hourly rates shown in the fee proposal contained on page 23 of the Consultant's proposal of April 30, 2021.

EXHIBIT C

CITY-FURNISHED FACILITIES

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

EXHIBIT D

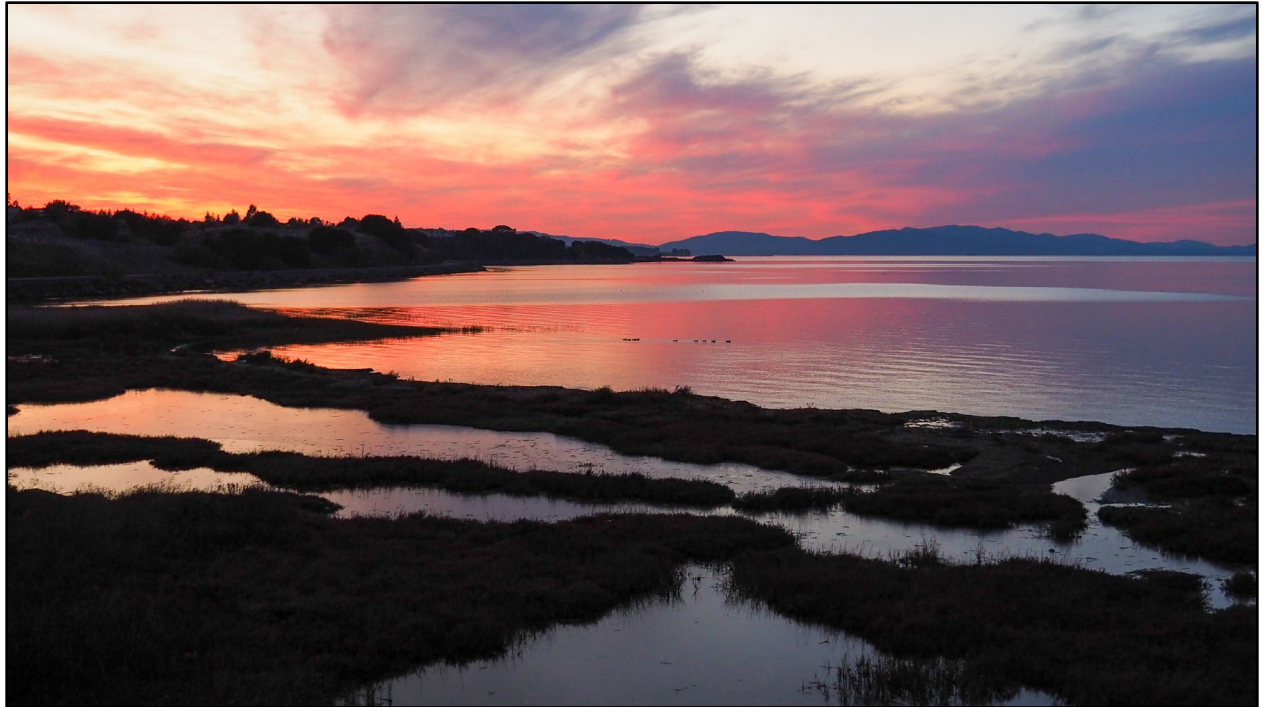
ADDITIONAL CONTRACT REQUIREMENTS

None



PROPOSAL FOR PROFESSIONAL SERVICES

Comprehensive Economic Development Strategy



Submitted to:
CITY OF PINOLE, CALIFORNIA

SUBMITTED BY:

N THE NATELSON DALE GROUP, INC.
YORBA LINDA, CA • www.natelsondale.com
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IN ASSOCIATION WITH:

Golden Shovel Agency

April 30, 2021

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1. COVER LETTER

The Natelson Dale Group, Inc.
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April 30, 2021
#7562

Mr. Andrew Murray
City Manager
City of Pinole
2131 Pear Street
Pinole, California 94564

Re: Proposal to Prepare Comprehensive Economic Development Strategy

Dear Mr. Murry:

In response to your solicitation, **The Natelson Dale Group, Inc. (TNDG)** is extremely pleased to submit this proposal to prepare a Comprehensive Economic Development Strategy for the City of Pinole. TNDG is a national economic analysis and economic development consulting firm established in California in 1974. Our practice focuses largely on the planning and implementation of business retention/expansion/attraction and entrepreneurial development programs. The firm's work often involves direct linkages between a community's industry attraction plans and its real estate development potentials. In this regard, we have a strong understanding both of local real estate markets and of the larger regional economic trends that drive demand for commercial and industrial land use.

TNDG is a "boutique" firm not only in terms of size but also in terms of philosophy and approach. In this regard, the firm's principal personally manages every contract and maintains primary contact with the client. As our references will attest, exceptional responsiveness to the unique needs of each client is a hallmark of our approach.

In addition to our long track record in strategic planning and related technical analysis, TNDG also maintains an active role in supporting California's economic development community and advancing best practices within the profession. In this regard, the firm took the lead on behalf of the California Association for Local Economic Development (CALED) and the California Academy for Economic Development (CAED) on the implementation of a California-specific training and certification program for economic development professionals (the recently launched "ACE" program).

We are excited that our team for this submission includes **Golden Shovel Agency**, an internationally acclaimed economic development marketing and communications firm. As described under our proposed approach to the assignment, Golden Shovel would create a branding strategy to support implementation of the economic development strategic plan prepared by TNDG.

Our team's current familiarity with economic conditions in the East Bay area is in part based on our work over the past year on an economic opportunities analysis and strategic planning process for the City of Antioch.

I will serve as the contact person during the selection process, and am also the individual authorized to negotiate with the City and contractually bind the firm. My contact information is listed on the letterhead. As per the RFP, this proposal is valid for 90 days from the date of its submittal.

We very much appreciate your consideration of our team and sincerely hope we have the opportunity to serve the City of Pinole on this exciting project.

Respectfully submitted,

THE NATELSON DALE GROUP, INC.



Roger Dale
Managing Principal

2. QUALIFICATIONS

The Natelson Dale Group, Inc. (TNDG) brings exceptional experience in economic development strategic planning to this assignment. From this work, TNDG has developed nationally recognized expertise in the following key areas: 1) Target Industry Strategies and Cluster Development, 2) Integration of Economic Development with Workforce Development, and 3) Structuring of Local and Regional Economic Development Partnerships. The firm's work often involves direct linkages between a community's industry attraction plans and its real estate development potentials.

An abbreviated listing of TNDG's relevant project experience is provided below, followed by more detailed descriptions of selected assignments. Within the TNDG projects listed in this submittal are a number of **suburban cities** that have their own specific economic development interests, while at the same time being heavily impacted by the neighboring central city's economic and demographic base, industry targets, and other factors affecting its fortunes, and by virtue of the relationship, the fortunes of the suburban place as well.

Economic Development Strategies	
<u>Counties</u> Guilford County (North Carolina) Kern County Larimer County (Colorado) Los Angeles (San Gabriel Valley subregion) Osceola County (Florida) San Bernardino San Diego (South County Subregion) San Joaquin County Ventura County Yuma County (Arizona)	<u>Cities</u> Anaheim Antioch Arvin Bakersfield Beaumont Burbank Camarillo Coachella Compton Escondido Fresno Garland (Texas) Kyle (Texas) Los Angeles Menifee Ontario Palm Desert San Francisco Simi Valley Stockton Tracy Ventura Vista
<u>Indian Tribes</u> Agua Caliente (Palm Springs) Cahuilla (Riverside County) Yavapi-Apache (Arizona)	
<u>Larger Regions</u> Hampton Roads (Virginia) Region (5 counties and 9 independent cities) Tri-cities Area of Northeast Tennessee/Southwest Virginia	

General Plan Economic Studies	
City of Agoura Hills	City of Malibu
City of Alhambra	City of Monterey Park
City of Beaumont	City of Ontario
City of Calabasas	City of Port Hueneme
City of California City	City of Redondo Beach
City of Chino	City of Rialto
City of Costa Mesa	City of San Bernardino
City of Fontana	City of San Clemente
City of Garden Grove	City of Santa Monica
City of La Quinta	City of Santa Paula
City of Los Angeles	

Economic Development SWOT Assessments, Industry Cluster Studies, and Strategic Plans:

Antioch, California: Economic Baseline and Strategic Plans (2021). TNDG is currently finalizing work on an economic development baseline analysis and strategic planning process for the City of Antioch. This assignment has included a target industry/cluster analysis, an extensive stakeholder outreach process, and preparation of customized strategic plans for two high-priority employment centers.

Vista, California: Economic Development Strategic Plan (2020). TNDG completed a nine-month economic development strategic planning process for the City of Vista in north San Diego County. This work included a target industry analysis, commercial/industrial real estate demand projections, an extensive stakeholder outreach process, and preparation of a strategic plan that leverages the City's economic development programming through partnerships with an array of regional organizations.

Beaumont, California: Economic Development Strategic Plan (2019). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/industrial real estate market forecast, for the City of Beaumont. The Plan focuses on leveraging the City's strategic location in the eastern Inland Empire, available land resources, skilled resident workforce, and quality-of-life amenities.

Menifee, California: Comprehensive Economic Development Strategy (2018). TNDG completed a Comprehensive Economic Development Strategy (CEDS) for the City of Menifee. The six-month planning process included a detailed analysis of the community's economic development assets and opportunities, as well as its current deficiencies and challenges. The background analyses included a target industry study focused on defining potential growth opportunities within the larger Riverside County/San Diego County economy. Given Menifee's large population of out-commuting high-skilled workers, the industry cluster analysis emphasized potential connections to regional high-tech sectors.

Camarillo, California: Economic Development Strategic Plan (2018). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/industrial real estate market forecast, for the City of Camarillo. The Plan focuses on improving the City's business/development friendliness, maintaining the strength of the City's retail shopping districts, leveraging the emerging cluster of technology start-ups in Ventura County, and pursuing placemaking investments as part of a larger focus on economic vitality.

Palm Desert, California: Economic Development Strategic Plan (2018). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/industrial real estate market forecast, for the City of Palm Desert. The Plan focuses on leveraging the City's strategic location within the Coachella Valley and its well-established reputation as a center for tourism, retail trade, and higher education. The implementation plan includes a business incubator/accelerator focused the Valley's emerging technology cluster.

San Bernardino, California: Comprehensive Economic Development Strategy (CEDS) for IVDA/SBIAA (2018). TNDG completed a five-year CEDS for the Inland Valley Development Agency (IVDA) and San Bernardino International Airport Authority (SBIAA) in 2018. This process included a series of meetings with the CEDS Committee, as well as direct coordination with five constituent jurisdictions (four cities and Indian tribe) to update strategic priorities and candidate infrastructure projects. The economic and workforce development initiatives include a focus on high-technology sectors related to the region's aviation and logistics clusters.

Ventura County, California: Economic Vitality Strategic Plan (2017). TNDG completed a comprehensive Economic Vitality Strategic Plan for the County of Ventura. The year-long effort included the following components: an extensive analysis of the current state of the Ventura County economy; an innovative Economic Impact Analysis that gathers and analyzes relevant data sets to quantify the impact of County governmental operations on the local economy; a detailed industry cluster analysis; and extensive stakeholder outreach. Consistent with longstanding community values, the Plan focuses on advancing economic vitality while carefully protecting the region's amenity-rich, high quality of life environment.

Hampton Roads, Virginia: Strategic Plan for Growth Opportunities (GO) Virginia Program (2017). TNDG served as a subcontractor to Old Dominion University on the preparation of a strategic economic plan addressing challenges among the communities in the Hampton Roads region of Virginia. Blessed by the nation's largest natural deep water port and host to the world's biggest naval base, the Hampton Roads region has nonetheless struggled to recover from decreases in federal procurement spending and curtailed defense spending associated with the Budget Control Act of 2012. The GO Virginia program was created by the Virginia legislature to encourage cross-jurisdictional cooperation in economic development efforts to create sustainable regional economic growth.

Larimer County (Fort Collins), Colorado: Economic Development Asset Assessment (2016). TNDG completed a comprehensive assessment of the public, private and institutional “assets” that influence Larimer County’s economic development potentials. The assessment is intended to identify existing strengths that can be better leveraged as well as existing gaps in infrastructure and service provision that warrant future investment by the County. The assessment will provide the framework for a long-range economic development vision and strategy for the County.

Kyle, Texas: Economic Development Strategic Plan (2015). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis, for the City of Kyle. The Plan focuses on leveraging the City’s strategic location along I-35 between Austin and San Antonio. A key theme of the Plan is to position the City as a destination for regional visitors and higher-value economic activities. The Plan provides a framework for re-organizing the City’s Economic Development Tourism Board, and for re-assessing the City’s partnerships with several regional economic development organizations.

Stockton, California: Economic Development Strategic Plan (2015). The TNDG team completed a detailed Economic Development Strategic Plan for the City of Stockton, California. The Plan provides a comprehensive blueprint for the City’s economic development programming as part of an overall restructuring of the municipal government. The planning process included extensive interaction with a range of public and private partner organizations that will have critical roles in implementing the strategy. Given the City’s across-the-board efforts to reposition itself economically, the Plan encompasses a broad range of topics including infrastructure, economic incentives, development streamlining, neighborhood revitalization, visitor amenities, housing diversification, retail tenant recruitment, target industry attraction and entrepreneurial development.

Yuma County, Arizona: Manufacturing Development Strategy (2015). The TNDG team prepared a strategic plan for Yuma County for the Investing in Manufacturing Communities Partnership (IMCP) program. This work included a manufacturing-focused target industrial analysis; infrastructure assessment; substantial stakeholder outreach; and development of a comprehensive Action Plan. The planning process involved extensive coordination with the County, four cities (three in Arizona and one in Mexico), two universities, a community college, the county-level Workforce Investment Board, and various private organizations involved in county-level economic development (Economic Development Corporation, Manufacturers Association, and Chamber of Commerce).

Garland, Texas: Target Industry Strategy (2014). TNDG participated in the preparation of this strategic plan (led by the University of North Texas), which included a target industry analysis, competitive assessment of Garland with respect to other Dallas-area communities, assessment of the current manufacturing base in the city and the challenges faced by employers and real estate developers, and community development issues. Although the Plan focused on strategies for target industries, TNDG integrated these with relevant community and workforce-development strategies.

Escondido, California: Economic Development Master Plan (2013, updated 2018). TNDG completed a Market Opportunities Analysis and Economic Development Master Plan for the City of Escondido. The Plan was completed in tandem with a regional Comprehensive Economic Development Strategy (CEDS) for the North San Diego County region. TNDG's work included an in-depth demographic analysis, an assessment of economic/ market opportunities, a target industry/cluster analysis, as well as a focus on revitalization of key commercial areas in the City.

Osceola County (Greater Orlando), Florida: Economic Diversification Strategy (2012). Osceola County is adjacent to Orlando, Florida and experienced significant disinvestment in the early 2000's due to older visitor amenities (hotels, motels, amusement facilities, etc.) not keeping pace with competitive facilities in Orlando. TNDG's strategy focused on identifying potential industries (in addition to tourism) that can provide the basis for diversifying and revitalizing the local economy.

Yuma County, Arizona: Workforce and Economic Development Summit (2001, repeated 2011).

TNDG facilitated a Workforce and Economic Development Summit for Yuma County. The consultants' work for the six-month Summit process involved substantial background research and analysis; facilitation of a series of Summit meetings with approximately 70 local stakeholders; and preparation of a comprehensive Action Plan. As part of the analytical work, the consultants identified key industry "clusters" suitable for diversifying Yuma's economic base. The Summit process was originally completed in 2001; based on the success of the original effort, the client retained TNDG to repeat the process in 2010-2011.

San Francisco, California: Workforce Development Strategy for Bay Area Media Industry (2011).

TNDG developed a comprehensive strategy to guide "career repositioning" services for dislocated journalists and media workers in the San Francisco Bay Area (an estimated 7,500 Bay Area media industry jobs have been lost over the past decade). TNDG's work included an extensive online survey of existing and former Bay Area journalists (with over 700 individuals participating) and executive interviews with media executives. In addition, TNDG completed a detailed analysis of employment trends (by both industry and occupation) for the overall Bay Area media cluster.

Los Angeles, California: Economic Development Strategy for Solar LA (2009). TNDG was retained by the Los Angeles Department of Water and Power in 2009 to generate a Strategic Action Plan to expand solar-industry activity in Los Angeles. The work was part of LADWP's mission to implement the Solar LA plan. The objective of the Strategic Action Plan is to leverage the investment associated with Solar LA to develop a solar industry cluster in Los Angeles and maximize the creation of cleantech jobs.

Northeast Tennessee/Southwest Virginia: Target Industry Analysis (2006). The TNDG Team completed an industry cluster analysis for the Tri-Cities Economic Development Alliance. The purpose of the study was to identify target industries/clusters for this 10-county region in Northeast Tennessee/Southwest Virginia.

Anaheim, California: Industry Location Analysis and Attraction Strategy (2005). TNDG developed a comprehensive economic development program for the City of Anaheim. TNDG's work focused on assessing Anaheim's strengths as they relate to industrial attraction and identifying specific industry clusters which the City should emphasize in its marketing efforts. TNDG's recommendations included a special focus on multi-media and high technology firms.

Guam: Feasibility Study and Strategic Plan for Regional Distribution Center (2004). TNDG was part of multi-disciplinary team that completed a feasibility study and strategic plan for the development of a regional distribution center in Guam. The center was planned to build upon Guam's existing airport and seaport infrastructure to position Guam as a distribution hub serving various Asian countries and the continental United States.

Ventura, California: Business Plan for "Eco Industry" Industrial Park (2003). TNDG completed a feasibility study and business plan for the development of an eco-industrial park (EIP) in the City of San Buenaventura. The intent of the program is to attract "eco industrial" users to major Brownfield sites currently occupied with abandoned oil production facilities. TNDG's work included a detailed market analysis of the eco industry cluster; review of "best practices" for EIP development based on a national survey of existing parks; identification of state and federal funding sources applicable to the project; and a detailed business plan for implementation. The plan focuses on positioning the EIP as the centerpiece of a countywide industry cluster focused on resource recovery, related manufacturing and alternative energy development.

The National and Regional Directory of Targeted Growth Industries (2002). TNDG published *The National and Regional Directory of Targeted Growth Industries*, an economic development resource publication. This research involved review and summarization of several hundred economic development strategic plans and industry trends analyses from throughout the U.S.

Fresno, California: Federal Empowerment Zone (EZ) Application (2001). The TNDG Team prepared a successful application resulting in Fresno's designation as one of only seven urban Empowerment Zones under Round III of the EZ program. Fresno's submission was ranked number one in the country during this application round. TNDG was responsible for the overall management of several hundred stakeholders involved in various aspects of the application process.

Greensboro (Guilford County), North Carolina: Industry Attraction Strategy (2001). TNDG prepared an industry "cluster" analysis and attraction strategy for the Greensboro Economic Development Partnership. The focus of the strategy is to expand the community's base of high-technology sectors to offset the ongoing declines of Greensboro's traditional mainstay industries (tobacco, apparel and furniture manufacturing). The analysis involved defining Guilford County's potential niche markets within a 13-county reference area, and also included a review of statewide potentials vis-à-vis the overall Mid-Atlantic region.

Burbank, California: Economic Diversification Strategy (2000). The Team developed a comprehensive Action Plan to guide the City of Burbank’s economic development programming over the next five to ten years. As background to the strategic recommendations, TNDG completed an industry “cluster” analysis to identify new sectors into which the City’s economy can diversify, and a detailed “competitive assessment” identifying Burbank’s competitive position within the state.

Kern County, California: Economic Development Strategic Plan (2000). TNDG was retained by the County of Kern to develop a strategic plan to create the approximately 20,000 new jobs needed for the County to fulfill its obligations under the CalWORKS (welfare-to-work) program. The consultants’ work included a comprehensive assessment of the County’s workforce development programs, as well as a detailed industry “cluster” analysis to identify the sectors with the greatest potential for employment growth meeting the needs of the county’s workforce. The target industry analysis included an in-depth assessment of the county’s and the state’s competitiveness within a five-state region. The Strategy was developed over approximately a one-year time frame and involved a substantial public outreach effort.

Market Studies Completed for Municipal Planning Processes:

Azusa, California: Retail, Hotel, Office and Residential Market Analysis for Gold Line Station Areas (2015). TNDG completed market demand forecasts and financial feasibility analyses for transit-oriented development near the two planned Gold Line stations in Azusa. TNDG’s work will guide land use, zoning and development density policies and will also be utilized as the basis for a market-oriented implementation strategy for the planning areas.

Downtown Core and Corridors Specific Plan, Fullerton, California (2014). TNDG served as the project economist for the Fullerton Downtown Core and Corridors Specific Plan process (a planning firm was the lead consultant for this project). The Plan area covers a large portion of the City and includes 15 distinct subareas. TNDG’s work includes a market study to identify future development opportunities in each subarea, pro forma financial analysis to define market-attractive development densities by land use type, and a strategic implementation element for the Plan.

Ontario, California: Analysis of Market Absorption Potentials and Related Socioeconomic Impacts of Meredith International Centre Specific Plan (2014). TNDG was retained by the City of Ontario to evaluate realistic market potentials and related fiscal/socioeconomic impacts for the Meredith International Centre Specific Plan - a major mixed-use project near the Ontario International Airport.

San Francisco, California: Analysis of Impacts of Project Labor Agreements on Real Estate

Project Feasibility (2010). TNDG was retained by the San Francisco Redevelopment Agency to complete a comprehensive analysis of the economic impacts of project labor agreements (PLA's). This study included pro forma case studies (for a range of private development projects involving Agency investment) to determine the potential impacts on project development costs. The study also involved an extensive literature review of academic and public agency studies addressing the costs and benefits of PLA's.

Market Analysis and Financial Pro Forma for Downtown Specific Plan, Huntington Beach, California (2010).

As part of a Specific Plan process, TNDG completed a comprehensive market absorption study for Downtown Huntington Beach. Consistent with the City's development vision for the area, the study focused on the potentials to attract the following land uses: high-density/mixed-use residential, retail, higher-end restaurants, entertainment, hotel/B&B development, and office. In addition to evaluating market absorption potentials, TNDG completed pro forma financial evaluations to determine the development densities necessary to allow for feasible redevelopment of key opportunity sites.

Economic/Financial Analyses for Proposed Development Projects, Santa Monica, California (2007-2015).

On behalf of the City of Santa Monica, TNDG has completed economic and financial analyses (or peer reviewed applicant-submitted studies) for various projects requiring development agreements with the City. These studies typically include the following components: value enhancement analyses (to quantify the incremental property value associated with requested development entitlements); pro forma financial analyses, fiscal impact analyses and focused market research to develop credible assumptions/inputs for the other studies. The primary purpose of the financial pro formas is to provide a basis for the negotiation of community benefits (including affordable housing) to be provided by the developers. To date, TNDG has completed economic analyses for eight proposed projects.

Transit-Oriented District Studies, Los Angeles, California (1999-2000). TNDG served as the project economist on three separate multidisciplinary teams charged with defining development strategies for the areas surrounding various transit stations in the City of Los Angeles. The studies considered ¼- and ½-mile radii around each site and involved detailed assessments of transit-related market opportunities. TNDG was also responsible for recommending City policies and incentives to attract the desired development.

San Clemente, California: Citywide Commercial and Industrial Market Analysis (1999). TNDG completed a Citywide analysis of commercial and industrial development potentials for the City of San Clemente. The market study addressed retail, hospitality, office, business park and industrial land uses. The study was an update of a comprehensive real estate market evaluation completed by TNDG as part of a General Plan update process.

3. KEY PERSONNEL

Roger Dale – Managing Principal, TNDG

Project Role: Mr. Dale will serve as Team Leader for the assignment. In this capacity, he will be responsible for primary client liaison, day-to-day completion of work assignments and products, and coordination of the overall project team. Mr. Dale will serve as the lead presenter/facilitator at key public meetings for the assignment. Mr. Dale has been a project manager with TNDG for 33 years and managed TNDG’s work on the previous TNDG projects listed in this proposal.

Experience: Roger Dale has been affiliated with The Natelson Dale Group, Inc. (TNDG) since 1988 and currently serves as the firm’s managing principal. His background encompasses the fields of real estate development, economic development, regional economic analysis, environmental and land use policy, financial forecasting, and renewable energy. His project experience with TNDG includes preparation of regional-scale economic development strategic plans, real estate market forecasting, demographic research and modeling, fiscal impact analysis, cost/benefit assessment, redevelopment, business retention/attraction, and workforce development program assessments.

Over the past 20 years, a significant focus of Mr. Dale’s work has been on the development of cluster-based economic and workforce development strategies. In this regard, he has managed industry cluster analyses and developed related retention/ expansion/attraction plans for the following clients: the cities of Antioch, Stockton, Bakersfield, Anaheim, Los Angeles, Burbank, and San Buenaventura, California; the County of Kern, California; the County of Yuma, Arizona; the High Desert Regional Economic Development Authority (San Bernardino County, California); the Forward Greensboro (North Carolina) Economic Development Partnership; the Tri-Cities (Tennessee/Virginia) Economic Development Alliance; the County of Osceola, Florida; the County of Larimer, Colorado; and the cities of Garland and Kyle, Texas.

Reflecting his longstanding interest in sustainability issues, he serves on the Board of the Roberts Environmental Center – a leading publisher of global climate change research and the nation’s foremost analyst of corporate sustainability reporting. He has recently completed feasibility studies and related economic development strategies for solar energy projects in California, Arizona and China. He has prepared more than 50 economic analyses as part of environmental impact reports.

Education: Mr. Dale received his B.A. cum laude in Economics from Claremont McKenna College in Claremont, California. He also holds a master's degree in Resource and Environmental Economics from the University of California at Riverside.

Joe McClure – Senior Associate, TNDG

Project Role: Mr. McClure will be a principal participant throughout the process, including the baseline data collection, target industry analysis, stakeholder interviews and final report preparation.

Experience: Joe McClure has served as principal or manager of land economics research and advisory-services organizations for the last 37 years. During this tenure, Joe’s practice has focused on the following outputs:

- Economic development strategic focus: consolidating views on a region’s economic development targets, workforce, development challenges, and strategic options, integrating target industries into the local economy, and relating a region’s existing economic base to its competitive environment.
- Market analyses with fiscal and strategic components: highest and best use analysis, analysis of rapidly growing trade areas, cash flow and development strategy analysis, fiscal benefits of development.
- Fiscal/economic analyses with a strategic component: impacts on the business community and tax receipts from freeway and other road projects, and assessing redevelopment prospects of under-performing areas.
- Special research projects, including studies of local labor forces and employer-employee relations, economic impacts of bicycle recreation, and transit behaviors and opinions in rural regions.

Mr. McClure’s multidisciplinary background incorporates many phases of the community and real estate development process: economic analysis and strategy development, market and financial feasibility assessment, and planning and design. He is a registered architect in Arizona. His organizational affiliations include the Western Regional Science Association (WRSA)—an international group of economic geographers, and the Arizona Association for Economic Development (AAED).

He has presented papers on business and economic development issues at economic development conferences, has served as Adjunct Lecturer at the University of Arizona in the Geography and Regional Development program, and on ULI Advisory/Technical Services Teams. McClure served as a Civil Engineering Officer in the U.S. Air Force, and is currently an advisor to a start-up venture involving mobile digital communications.

Education: Joe has an M.S. in Urban Planning, in a program that emphasized regional economics, from the University of Arizona and completed additional post-graduate work in economic geography at UA. He has a B.S. in Architecture from the University of Cincinnati.

Alan Levenson – Senior Associate, TNDG

Project Role: Mr. Levenson will provide technical support throughout the process and assist with the preparation of summary reports.

Experience: Mr. Levenson brings to The Natelson Dale Group, Inc. an academic background in economic theory with particular emphasis on economic development. Prior to joining the firm, Mr. Levenson spent two years as a research consultant for NEMESIS (Núcleo de Estudos Modelos Espaciais Sistêmicos), which is a research network dedicated to the study of systemic spatial models of the Brazilian economy.

A significant focus of Mr. Levenson's work at TNDG has been on preparing regional economic impact analyses for a wide range of projects. Among others, these projects have included a major regional health care facility in Riverside, CA, a technology and education park in Tustin, CA, a business park in Victorville, CA, and a highway construction interchange project in Pima County, AZ. These analyses have involved modeling various projects' short-term (construction-phase) and permanent (annually recurring) benefits to the regional economy. The benefits have been summarized by estimating a project's impact on total gross output, value added, earnings, and employment in the region. As part of this work, Mr. Levenson has experience with the major economic impact modeling software packages, including the Bureau of Economic Analysis's Regional Input-Output Modeling System (RIMS) and the IMPLAN program.

Mr. Levenson has managed the preparation of a number of regional economic development plans, with a particular focus on industry "cluster" strategies. This work has involved a wide range of activities: from performing quantitative/ statistical analysis to more qualitative analysis, including conducting numerous interviews with key players of potential clusters. Mr. Levenson has participated in industry cluster studies for the following clients: the Forward Greensboro (North Carolina) Economic Development Partnership, the Tri-Cities Tennessee Cluster Study (Tennessee), the Yuma Private Industry Council (Arizona), and the City of San Buenaventura (California).

Mr. Levenson also has a significant amount of experience in fiscal impact analyses, retail market analyses, and real estate development feasibility analyses.

Education: Mr. Levenson joined TNDG 19 years ago, after receiving his B.A. with honors in Economics and Political Science from the University of California at Riverside. Mr. Levenson's undergraduate studies included additional coursework in applied mathematics related to economic analysis. He also holds a Master's in Business Administration degree, with a concentration in Real Estate Finance, from UCLA's Anderson School of Management.

Joe Collins – Research Associate, TNDG

Project Role: Mr. Collins will support the project team with data compilation and GIS mapping.

Experience: Joseph Collins serves as a Research Associate for TNDG. Over the years, his professional career has involved him in a variety of both private and public projects in the Midwest and Southwest US. His varied experience includes: fiscal and land economic feasibility analysis, geospatial and descriptive data analytics, graphic presentation, market analysis, and the practice of urban planning and development, as summarized below.

- Market Analysis of Greater Phoenix Metropolitan Area for Industrial, Multifamily, Office, and Retail Real Estate Inventory.
- Analyzing required development improvements and associated costs pertaining to large tracts of land planned for single-family residential subdivisions and planned industrial pad sites.
- Analyzing costs/benefits of single-family residential development versus various commercial development options within municipalities.
- Analyzing the costs/benefits of annexation of established residential subdivisions.
- Conducting land use analysis and absorption studies, and real estate appraisal and market analyses.
- Geospatially analyzing building, property, land use, zoning, parking, traffic, demographic, economic, financial, tax, and other associated qualitative/quantitative data for various projects.
- Developing a Geographic Information System (GIS) relational parcel database for various properties located in a downtown area.
- Providing graphic support in the creation of various reports, exhibits, presentations, and other associated media used to present to the public, various boards and commissions, city councils, non-profit associations, and private clients.
- Providing project coordination for the creation of an interactive website for departmental customer service.
- Conducting research and technical analysis to evaluate findings and/or to take action on various real estate development applications, land use decisions, and processing other regulatory actions associated with the development of real estate.
- Designing marketing and relocation packages for potential businesses looking to purchase and/or lease property.
- Reviewing construction plans for conformance with applicable city regulations, policies, and requirements.

Education: Mr. Collins obtained a M.B.A. from Grand Canyon University in Phoenix, Arizona, a M.S. in Regional and Community Planning from Kansas State University in Manhattan, Kansas, and a B.S. in Geography/Community Planning from Kansas State University. In addition, he has completed coursework for general real estate appraisal at the Arizona School of Real Estate and Business in Scottsdale, Arizona.

4. SCOPE OF WORK

Our Understanding of the City's Position Relative to this Planning Process

The City is restarting its economic development function, and the economic development strategy will both help launch that activity and provide another vehicle (since the adoption of the City's strategic plan last year) by which Pinole residents will express their opinions and preferences with regard to the economic future of the City. Pinole has many options for development given its location and existing economic and population base. The City's issues related to existing, and some aging, retail, the need to upgrade certain infrastructure elements, and desire to integrate successfully, and also distinctively, into the growing East Bay region have elements in common with other communities in the area, as well as characteristics that are specific to Pinole.

In recognition of the above, TNDG will give particular attention to the following:

- Pinole residents' commuting patterns and the community's fit with evolving trends of working from home, which also has relevance for supporting the entrepreneurial community in Pinole.
- The strategic role of redevelopment/revitalization/repurposing for targeted areas and properties, to serve economic development along with community enhancement and quality-of-life interests, and the relationship of types of desired economic activity to property resources. Although this type of consideration is regularly incorporated into TNDG's strategic planning work, it is particularly relevant in Pinole.
- The integration of community development with economic development, in terms of, for example, goal/strategy interrelationships, the relationship of local jobs to the resident workforce, and similar considerations. Strategic direction for the City articulated in the 2020-2025 Strategic Plan will also have a role in this particular consideration.
- The need for economic development strategic directions to be translatable into marketing messages, in ways that can distinguish Pinole among East Bay communities with their own unique characteristics.
- Sustainability issues – climatic, economic, social, etc. – that could affect economic development options in Pinole, including those of particular concern to the city, but also potentially relevant regional, national, and global issues.
- The role of the City's wastewater treatment plant in the feasibility of various economic development options.

Overall Approach

Our overall approach to the assignment will include a balanced mix of:

- Background research and technical analysis by the consultant team;

- A comprehensive stakeholder engagement process;
- Appropriate integration of the City's existing economic, community and workforce development programs (including relevant regional initiatives);
- Close coordination with City staff throughout the planning effort; and
- Preparation of an action-oriented strategic plan that reflects Pinole's unique market opportunities, stakeholder consensus on priorities, and our team's intimate familiarity with contemporary best practices for local economic development.

The specific tasks proposed for each component of the work scope are outlined below. The structure and order of tasks is based on TNDG's successful experience in preparing economic development strategies for numerous comparable communities.

A. Review and analysis of existing demographic and socioeconomic data, labor force characteristics, sales tax revenue and other key economic data.

A.1 Review of City Documents / Project Kickoff Meeting. TNDG will facilitate a virtual kickoff meeting with City staff to review the overall work scope and project schedule; identify any City documents/resources relevant to the process; establish protocols for team communications; begin to identify key stakeholders to include in the outreach effort; and refine the public engagement strategy (TNDG's initial recommendations are outlined below, but it is our expectation that this approach would be further customized to reflect the City's specific preferences).

A.2 Compile and Analyze Key Datasets. TNDG will compile background information from a range of public and private data sources including the following:

- U.S. Census / American Community Survey (ACS)
- Association of Bay Area Governments (ABAG)
- Contra Costa County Assessor's Office
- California Department of Finance (DOF)
- California Department of Tax and Fee Administration (CDTFA)
- California Employment Development Department (EDD)
- U.S. Bureau of Labor Statistics (BLS)
- Published real estate market data
- EMSI (for existing and projected employment, by detailed industry and occupation)

Where appropriate, demographic and economic data will be evaluated at multiple levels of geography (city, county, and state) to allow for comparison of local conditions to reference-area benchmarks.

Deliverable for Task A:

Memorandum summarizing key data sets compiled for the assignment

B. Review and analysis of the primary strengths, weaknesses, opportunities, and threats that directly impact the economic competitiveness of the City.

TNDG will prepare a comprehensive strength-weakness-opportunity-threat (SWOT) analysis to guide the subsequent strategy formulation tasks. The SWOT analysis will be based in part on direct input from key local stakeholders. As such, the SWOT review will be closely coordinated with the initial stages of TNDG's community outreach process.

The SWOT summary will quantify Pinole's potentials for quality economic growth, based on the following information sources: the baseline data compiled in Tasks A.1 and A.2; input from local stakeholders; and the consultant's longstanding knowledge of economic development "best practices." The SWOT summary will consider the following issue categories:

- Geographic setting (including topography, climate, resources, etc.)
- Proximity to larger economic regions
- Demographic makeup (existing and projected)
- Workforce availability and skill levels (for the City and the larger "commute shed" region in which it is located)
- Workforce commute patterns (for residents commuting out of City and workers commuting into City)
- Education system
- Existing economic base (i.e., mix of industry types)
- Existing land use conditions and available land for development/redevelopment
- Infrastructure conditions and capacity (including transportation access and broadband service)
- Housing availability and affordability
- Quality of life
- Community image
- Resident/community attitude towards growth
- Regulatory environment (local and state level)

- Economic development partnerships (public and private)
- Economic development incentives

The SWOT summary will identify the core strengths and opportunities that Pinole can leverage for desired economic growth and prioritize these opportunities to allow for a strategic approach to marketing the community. With respect to weaknesses and threats, the SWOT will distinguish between issues that can realistically be mitigated and issues that are likely to be permanent constraints (thereby helping to define types of economic growth that are not realistic targets for the City).

A key focus of the SWOT analysis, which will be further explored during the stakeholder outreach program (Task E below), will be to identify the essential qualities and values that make Pinole unique, and to engage the community in a dialogue about the most effective ways to leverage those unique assets to create quality economic growth. In working with the community to identify the qualities that should be retained and protected, it will also be important to identify the types of economic activities that the community does *not* want to emphasize in future economic development efforts. These core community values will be reflected in all subsequent tasks of the strategic planning process.

Deliverable for Task B:

SWOT Summary (memorandum report)

C. Market Potentials Analysis

As detailed below, TNDG's market potentials analysis would include two major components:

- A **business/industry sector analysis** to identify specific industries/clusters that would offer strong potentials for high-quality economic growth in Pinole; and
- A **consumer demand / real estate market analysis** to forecast demand for new commercial and industrial development in the City.

C.1 Business Sector Analysis (identification of target industries/clusters). The target industry analysis would include the following steps:

- A. Identify and review documentation for regional (e.g., East Bay) industry targeting efforts potentially relevant to Pinole.

B. Complete city-level “cluster” analysis to identify candidate industries for Pinole. This analysis will include the following steps:

- a. Compile detailed data (6-digit NAICS code level) on current and recent historic employment in the City.
- b. Evaluate the City’s comparative strengths relative to the larger Bay Area and East Bay regions, utilizing standard economic analysis techniques such as location quotient and shift-share analysis.
- c. Evaluate City’s linkages to relevant regional industry clusters.

To facilitate efficient completion of the target industry/cluster analysis, TNDG would utilize customized employment data from EMSI.

C.2 Consumer Demand Analysis and Commercial/Industrial Real Estate Market Projections.

Utilizing the datasets compiled in Task A.2, TNDG will prepare customized versions of its real estate demand forecasting models. These models project future opportunities for local economic development based on anticipated population and employment growth. The models consider the existing and future demographic makeup of the City’s resident population, as well as potential demand from regional residents and visitors. The models address the following land uses:

- Industrial/R&D space
- Retail restaurant space
- Office space

With respect to retail/restaurant businesses, the TNDG demand model will identify specific opportunities for additional facility development (or new retail/restaurant tenancies in existing space) in Pinole. The model first evaluates existing retail attraction patterns (comparing potential demand to actual existing sales) and then estimates the portion of the existing sales attraction that could realistically be retained given the increasing impacts of online sales. The model also forecasts future demand growth based on projected increases in local/regional population, employment and highway traffic. Potential demand for new retail businesses is expressed in terms of square feet supportable by major retail category (i.e., apparel, home furnishings, specialty, general merchandise, grocery, restaurants, hardware, etc.).

Deliverables for Task C:

Summary report (draft and final) for Business/Industry Sector Analysis

Summary report (draft and final) for Consumers Demand / Real Estate Market Analysis

D. Preparation of a customized, locally based economic development strategy setting forth goals and objectives for taking advantage of the opportunities and solving the economic development challenges of the City, including suggested activities, projects and programs and objectives to implement goals set forth in the strategy

The TNDG Team will integrate the findings and strategic implications from all preceding tasks into a comprehensive Economic Development Strategic Plan (EDSP) for Pinole. The Plan will provide a detailed blueprint for the City's economic development programming, with both short-term (2-year) and longer-term (5-year) recommendations for attracting, strengthening, and sustaining the identified set of target industries and implementing other strategies. The Implementation Plan will be organized in terms of the following elements:

- ❖ **A Real Estate Development/Marketing Strategy**, including specific recommendations for optimizing light industrial, office and retail development opportunities. These recommendations would be location-specific and oriented to key "opportunity sites" (or other subareas) identified during the course of the planning process.
- ❖ **A Business Retention/Expansion/Attraction Strategy** reflecting the specific industry clusters and market segments identified in the technical analyses. The target industry strategy will include the following components:
 - Specific recruitment goals and objectives.
 - Workforce development strategies oriented to the needs of the priority industry clusters.
 - Recommendations regarding physical infrastructure improvements and other "capacity building" issues relevant to the targeted industry clusters.
 - Strategies for supporting and encouraging entrepreneurship and innovative activities within targeted industry clusters.
- ❖ **A Branding and Logo Strategy (developed by Golden Shovel Agency)** to communicate the City's goals and initiatives through a new logo and brand identity that focus on engaging with target audiences. The branding strategy will create a unifying identity and a compelling message that the City of Pinole can leverage to engaging with its target audiences; specifically the communities, existing businesses, site selectors, prospective businesses, investors, and the region. This process will also include the delivery of a formal brand style guide for brand consistency and compliance. Your brand is your story and your relationship with others: A brand is more than just a logo and colors. The brand of your organization influences each visitor's point of communication. (i.e., website, phone calls, newsletters, newspapers, office visits, mailings, etc.). It must effectively support the marketing strategy of attraction while communicating with your target audiences.

- ❖ Specific **Recommendations for Leveraging Key Regional Initiatives and Resources** within the City’s overall development and business attraction efforts.
- ❖ A strategy to address **Foundational Elements**, including: 1) recommendations regarding physical infrastructure improvements and other “capacity building” issues affecting the viability of the target clusters, 2) integration of existing assets such as transportation and educational systems, and 3) recommended measures to ensure the City’s “business friendliness” (reflecting key competitiveness issues identified in the proceeding tasks).
- ❖ A **Prioritization Matrix** indicating the potential timing of the various action items (immediate, 1-2 years, 3-5 years), and identifying the specific projects and programs that would provide the best leverage of available resources.
- ❖ Recommended **Staffing/Organizational Structure** for the City’s economic development programming.
- ❖ A **Responsibility Matrix** indicating the entities who would most appropriately be tasked with carrying out various action items (including collaborating regional agencies and private sector “partners”).
- ❖ A **Monitoring Program** to track the implementation of the Plan and to refine strategy objectives over time. The monitoring program will include performance-based “metrics” utilizing readily available data sources.

Deliverable for Task D:

EDSP document (draft and final)

E. Stakeholder / Community Engagement

TNDG’s overall stakeholder/community engagement will include the following components:

- A series of “summit” meetings with an ad hoc economic development committee (representing a broad mix of the City’s business leaders and institutional partners);
- A community workshop oriented to the general public;
- Presentation of the final EDSP to the Pinole City Council for consideration and approval; and
- As-needed coordination meetings with City staff.

The proposed formats of the committee meetings and community workshop are described below.

E.1 Interaction with Economic Development Committee. The concept of an Economic Development “Summit” process would be utilized as the primary tool for engaging the ad hoc economic development committee. This process, used successfully in TNDG strategic plan development for a number of other clients, would consist of a progressive series of three work sessions during the course of the assignment and would be designed to allow for periodic (e.g., annual) follow-up committee meetings subsequent to the completion of the plan. In TNDG’s experience, the follow-up meetings provide a highly effective mechanism for monitoring (and showcasing) implementation progress and, very importantly, for maintaining the stakeholders’ interest in (and sense of accountability for) long-term success of the program. The proposed sequence of Summit meetings for this process would be as follows:

- Summit Meeting #1 would be concurrent with the SWOT analysis (Task B) and would have two major purposes: (a) the TNDG team would present key findings from the team’s initial technical studies; and (b) TNDG would facilitate a workshop to get the committee’s preliminary ideas on key issues, constraints and opportunities affecting Pinole’s economic development potentials.
- Summit Meeting #2 would occur approximately mid-way through the process. At this meeting TNDG would present a preliminary strategic framework for the plan and then facilitate a workshop to get the committee’s input on potential implementation strategies.
- Summit Meeting #3 would occur near the end of the process. At this meeting TNDG would review the Draft EDSP (which would be circulated to the committee in advance of the meeting) and will get feedback from the committee members regarding: (a) prioritization of the specific strategies included in the plan, and (b) designation of “lead entities” (i.e., specific City departments and/or external “partner” organizations) for each implementation strategy.

E.2 Community Workshop. TNDG’s budget for this proposal includes a community workshop oriented towards the general public (Pinole residents and the business community). The purpose of this meeting would be to present a draft of the EDSP and to get community input (via facilitated discussion) on prioritization of EDSP programs and action items.

Appendix A of this proposal provides web links to recent EDSP work products completed by our team. Although all of our work products are highly customized to reflect the unique circumstances, needs and opportunities of each client, the provided samples provide a good indication of the level of detail and overall quality of work that Pinole can expect for this project.

5. FEE PROPOSAL

The TNDG team would complete the proposed scope of work for a total fixed fee of \$88,130 (EIGHTY-EIGHT THOUSAND ONE HUNDRED AND THIRTY DOLLARS). Consultant hours by major project component are estimated as follows:

Hourly rates ---►	\$240 Dale	\$190 McClure	\$190 Levenson	\$125 Collins	Costs
Work Scope Element	Hours				
<i>A: Review and analysis of existing data</i>	8	12	-	40	\$9,200
<i>B: SWOT review and analysis</i>	8	20	-	40	\$10,720
<i>C: Market analysis (target industries/clusters and real estate demand analysis)</i>	32	40	40	62	\$30,630
<i>D: EDSP (draft and final)</i>	24	32	-	-	\$11,840
<i>E: Meetings / stakeholder engagement</i>	32	24	-	-	\$12,240
Sub-totals, TNDG	104	128	40	142	\$74,630
Expenses:					
Sub-contract (Golden Shovel Agency)					\$9,500
Travel (mileage, etc.)					\$2,500
Data					\$1,500
Total Cost, excluding optional task					\$88,130

TNDG proposes the following payment schedule for this contract:

Task A Summary (memorandum report)	\$10,000
SWOT Summary (memorandum report)	\$10,000
Commercial/Industrial Real Estate Demand Report (draft)	\$12,500
Commercial/Industrial Real Estate Demand Report (final)	\$2,500
Business Industry/Sector Report (draft)	\$12,500
Business Industry/Sector Report (final)	\$2,500
Summit Meeting #1	\$3,000
Summit Meeting #2	\$3,000
Summit Meeting #3	\$3,000
Community Workshop	\$3,000
Branding and Logo Strategy (draft)	\$6,500
Branding and Logo Strategy (final)	\$3,000
Draft EDSP	\$9,500
Final EDSP	\$2,500
Final hold-back payment for satisfactory completion of all tasks	\$4,630
Total	\$88,130

6. REFERENCES

Project:	Economic Development Strategic Plan for City of Vista, CA
Client Contact:	Kevin Ham, CEcD, HLM, ACE Director of Economic Development City of Vista (760) 643-5244 kham@cityofvista.com
Dates:	April 2020 – February 2021
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson, Joe Collins

Project:	Target Industry Analysis & Comprehensive Economic Development Strategy (CEDS) for City of Escondido, CA
Client Contact:	Michelle Geller (former Economic Development Manager for City of Escondido) Economic Development Manager City of Oceanside (760) 435-3351 mgeller@oceansideca.org
Dates:	January 2012 – July 2012 (updated in 2018)
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson

Project:	Economic Development Strategic Plan for County of Ventura, CA
Client Contact:	Paul Stamper Deputy Executive Officer, County Executive Office County of Ventura (805) 654-3938 Paul.Stamper@ventura.org
Dates:	June 2016 – October 2017
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson, Joe Collins

7. CONFLICTS AND TERMINATIONS

The Natelson Dale Group, Inc. (TNDG) does not have any existing or potential conflicts of interest relative to this assignment.

In February 2021, TNDG was terminated from its role as subcontractor for a General Plan update for the City of Solvang, CA. The City requested that TNDG withdraw from the project due to a perceived conflict of interest resulting from TNDG's concurrent work for the County of Santa Barbara (TNDG was evaluating Sheriff's Department cost allocations for contract law enforcement cities – including Solvang – as part of a contract negotiation process).

8. STANDARD AGREEMENT

If selected for this assignment, The Natelson Dale Group, Inc. (TNDG) will accept all terms of the City's Standard Consulting Services Agreement. In addition, TNDG will provide and maintain all insurances required by the agreement.

APPENDIX A – LINKS TO SAMPLE WORK PRODUCTS

Representative samples of TNDG’s work are accessible online at the links provided below. Although all of our work products are highly customized to reflect the unique circumstances, needs and opportunities of each client, the provided samples provide a good indication of the level of detail and overall quality of work that Pinole can expect for this project.

Project:	Economic Development Strategic Plan for County of Ventura, CA
Report Link:	http://vcevsp.org/strategic-plan/strategic-planning-documents/

Project:	Economic Development Strategic Plan for City of Palm Desert, CA
Report Link:	https://www.cityofpalmdesert.org/home/showdocument?id=9273

Project:	Economic Development Strategic Plan for City of Kyle, TX
Report Link:	http://kyleed.com/sites/default/files/files/Resources/Kyle%20Economic%20Development%20Strategic%20Plan%20(9-10-15)%20FINAL.pdf

Project:	Investing in Manufacturing Communities Strategic Plan for Yuma County, AZ
Report Link:	http://www.yumacountyaz.gov/home/showdocument?id=23631

Project:	Economic Development Strategic Plan for City of Stockton, CA
Report Link:	http://www.stocktongov.com/files/EDStrategicPlan.pdf

APPENDIX B – COMPANY PROFILE (GOLDEN SHOVEL AGENCY)



GROUNDBREAKING ECONOMIC DEVELOPMENT COMMUNICATIONS

NEED TO ATTRACT
BUSINESS AND
TALENT TO YOUR
COMMUNITY?

ARE YOUR CURRENT
MARKETING
STRATEGIES
REACHING THEIR
INTENDED
AUDIENCES?

IS THE DAILY
CHALLENGE OF
TIME AND
RESOURCES
HINDERING
POSSIBLE GROWTH?

DO YOU NEED A
MORE COMPETITIVE
APPROACH TO WIN
BUSINESS
CONSISTENTLY?

**THAT'S WHY EVERYTHING WE DO CONNECTS BUSINESSES
AND TALENT WITH THE COMMUNITIES THEY WILL THRIVE IN.**

Working with clients on a monthly basis, Golden Shovel strategists understand your goals and objectives intimately. They become trusted extensions of your team and pull in additional resources when necessary. Whether that involves design changes, creating custom content, or running an outbound marketing campaign, we understand the best way to meet your immediate or long term needs. Golden Shovel strategists serve as both account managers and project managers to ensure that your communication and marketing needs are met month in and month out.

ABOUT GOLDEN SHOVEL

Golden Shovel Agency is a full-service communications firm, working exclusively with economic developers, chambers, cities, counties, and state government. We bring creative energy to the work of economic development. Whether the goal is to attract and support great businesses or great talent, we specialize in your world. We've helped over 200 communities across North America shape and tell their stories in order to strengthen the vitality of their regional economies.

We are knowledge experts and communications specialists. Our team has a deep understanding of economic development and we use this expertise to support our client's daily activities. Whether it's engaging the press, attracting investments and workforce, or communicating with stakeholders and board members, our focus is on our client's success and their consistent ability to win in a competitive space.

SERVICES WE PROVIDE:

- Strategic Marketing Plans
- Content Strategies and Solutions
- Web Development
- Branding
- Public Relations
- Social Media Management
- Paid Campaigns
- Lead Generation
- Virtual Reality Tours
- Opportunity Zone Marketing
- Additional Communications Tools

TO IMPLEMENT GROUNDBREAKING COMMUNICATIONS STRATEGIES, CONTACT:



Warren Westcott
National Sales Manager
952.454.4068
wwestcott@goldenshovel.com

OUR CLIENTS SAY IT BEST:

"I worked with Golden Shovel Agency to build an economic development portal for Great River Energy and our 28 member co-ops. The team at Golden Shovel Agency customizes their solution to meet the individual needs of their clients. The professionalism, attention to detail, and customer service that Golden Shovel provides is outstanding."

Tom Lambrecht • Great River Energy

"Selecting Golden Shovel to build our new Economic Development website was not a risk. Their work with other communities across the country garnered immediate consideration. Golden Shovel delivered, making this the most seamless, stress-less website development project with which I have ever been engaged."

Linda DiMario • Irvine Chamber Economic Development

"As York County Development Corporation undertook the design of the website in partnership with Golden Shovel, we had some high level goals. In today's competitive world, it is imperative to stand out, yet have our site answer the questions a business or site selector would have. Golden Shovel has been an invaluable partner in our efforts."

Lisa Hurley • York County Development Corporation

Golden Shovel 
GROUNDBREAKING ECONOMIC
DEVELOPMENT MARKETING &
COMMUNICATIONS

43 EAST BROADWAY • LITTLE FALLS, MINNESOTA 56345

WWW.GOLDENSHOVELAGENCY.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (OC) Heffernan Insurance Brokers 18004 Sky Park Circle, Suite 210 Irvine CA 92614	CONTACT NAME: Heffernan Insurance Brokers PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS: HIB24-7@heffins.com														
INSURED The Natelson Dale Group, Inc. P.O. Box 489 Yorba Linda CA 92885	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty Insurance Company of America</td> <td style="text-align: center;">19046</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance Company of America	19046	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 199701259**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6803R0268982147	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ Included in GL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8R7414412147G	10/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			MCH254071817	7/27/2021	7/27/2022	Per Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pinole and its officers, employees, agents, and volunteers are included as an additional insured and primary with respects to the General Liability and Automobile Liability policies per the attached endorsements, if required. Waiver of Subrogation is included on Workers Compensation policy per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**
 City of Pinole
 Attn: Andrew Murray
 2131 Pear Street
 Pinole, CA 94564

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

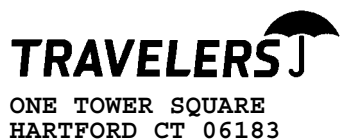
3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8R741441-21-47-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Job Description

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____