



Capitol Advocacy Partners

Livermore Valley Joint Unified School District Advocacy and Grant Writing Agreement

This agreement is entered into this July 1, 2022, by and between Capitol Advocacy Partners, 600 Pennsylvania Avenue SE, #15048, Washington, DC 20003, hereinafter called "Consultant," and the Livermore Valley Joint Unified School District, 685 East Jack London Blvd, Livermore, California 94551, hereinafter called "LVJUSD."

Terms and Conditions.

1. **Scope of Services.** Consultant shall perform comprehensive funding and grant research and writing services described in Exhibit A, attached hereto and incorporated herein (the "Work"). Consultant shall provide all labor, services, equipment, tools, material and supplies necessary to properly perform Work.
2. **Professional Ability of Consultant.** Consultant shall perform Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of Work. LVJUSD agrees to respond to Consultant's request for information as promptly as possible, and understands that its response directly impacts Consultant's ability to conduct Work.
3. **Conflict of Interest.** Consultant represents and acknowledges that it does not now have and shall not acquire any direct or indirect conflict of interest. LVJUSD acknowledges that Consultant may provide similar work for other clients and will not solely represent LVJUSD, or similar school districts, cities and units of local government. Should a potential conflict arise, Consultant agrees to alert LVJUSD as soon as known. The parties agree that Consultant is not a designated employee and shall provide Work independent of the control of LVJUSD.
4. **Consultant Records.** Consultant shall keep and maintain all ledgers, books of account, invoices, reports, and other records and documents evidencing or relating to the Work for a minimum of three (3) years from the date of final payment to Consultant under this agreement. LVJUSD is entitled to inspect records upon request. Consultant agrees that LVJUSD is entitled to complete use of all Work product produced under this agreement.
5. **Compliance with Law.** In performing services on behalf of LVJUSD, Consultant shall comply with all applicable laws governing its activities.
6. **Insurance.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement Professional Liability insurance with the policy endorsed to name LVJUSD insured against liability. Upon request, Consultant shall provide to LVJUSD proof of insurance.
7. **Livermore Valley Joint Unified School District designated representative.** LVJUSD shall specify, in writing, any designated representative or representatives who shall be LVJUSD's primary contact in the administration of this contract, as well as who should be included in communications. This

includes providing a list of point people for specific divisions and/or topics. Superintendent Kelly Bowers serves as the primary decision maker and point of contact unless directed otherwise.

8. Term. This agreement shall take effect on July 1, 2022, and continue in effect until June 30, 2024, unless terminated by either party with a 60-day written notice. This agreement may be extended by mutual agreement for up to two twelve-month terms, at an increased rate of 2.5% each year.
9. Payment. In exchange for the Work, LVJUSD shall pay to the Consultant a monthly fee of \$7,000 (seven thousand dollars) per month for 24 months, payable 30 days after receipt of invoice. This rate includes Federal and Grant Advocacy, as well as Grant Management. Consultant shall provide invoice for services on the first of each month after services are provided. Grant writing and additional grant management may be added at any time during the contract for funding engagement and notification/evaluation services as outlined below.
10. Expenses of Consultant conducting business on behalf of LVJUSD are included in fee. Supplemental expenses for traveling to Livermore, at the request of LVJUSD, would be billed to LVJUSD at actual cost. One trip to Livermore is included in the agreement. Fees paid later than 60 days of invoices subject to a 1.5% late fee.
11. Arbitration. Any controversy between the parties regarding the construction or application of this contract, and any claim arising out of this contract or its breach, shall be submitted to arbitration upon the written request of one party after the service of that request on the other party. The cost of the arbitration, including attorney fees incurred by the prevailing party, shall be borne by the losing party.
12. Entire Agreement. This Agreement shall constitute the full and complete agreement between the parties, and shall supersede any prior or contemporaneous oral or written agreements.

By: _____

Date: _____

Dr. Kelly Bowers
Superintendent
Livermore Valley Joint Unified School District

By:  _____

Date: June 21, 2022 _____

Dana DeBeaumont
Partner
Capitol Advocacy Partners

Exhibit A: Scope of Services

Capitol Advocacy Partners, LLC (CAP), a DC advocacy firm (Federal Tax ID#46-3708535), desires to continue to assist the Livermore Valley Joint Unified School District (LVJUSD) with Federal advocacy and funding strategy. CAP would build upon LVJUSD's current successes, developing and implementing an appropriate Federal legislative and comprehensive federal, state and county funding strategy to advance LVJUSD's programs and priorities. Below please find an outline of the services proposed by CAP.

Grant Writing and Advocacy

Assist LVJUSD with grant research, strategy, and engagement, with grant writing for an additional fee. This may include preparation of applications, program analysis, and ongoing communications with officials.

Activities to support grant applications may include:

- a. Providing accurate information about grant funding opportunities. Information shall include specifics on each Agency's funding priorities and objectives, including advice on how to make LVJUSD's applications most competitive.
- b. Scheduling and participating in teleconferences/meetings between LVJUSD and Agencies, including but not limited to Department of Education, Department of Justice, Department of Labor, Department of Commerce, Department of Agriculture, Department of Homeland Security, Department of Health and Human Services, and other state and local agencies of interest.
- c. Building rapport with Program and Agency officials before solicitations are released.
- d. Strategizing and helping to build partnerships for grant applications, especially with Non-Government Organizations often required in programs.
- e. Successfully submitting applications before deadlines.
- f. Writing grant applications for an additional fee (outlined below).
- g. Drafting letters of support for grant applications and working with LVJUSD officials to determine support targets.
- h. Drafting and securing letters of support from Congressman and California Senators.
- i. Engaging in ongoing Federal advocacy on behalf of LVJUSD with Federal decision-makers throughout application and award periods.
- j. Providing updates on pending funding opportunities and award notifications.
- k. Participating in follow-up funding activities.

Grant Management Services

CAP will provide Grant Management Services for all Grants written and secured by CAP:

- Assisting LVJUSD in setting up its grant management systems, internal and external. This includes items such as, but not limited to, tracking UEI registration, grants.gov accounts, individual agency grant management accounts, and federal fund drawdown accounts.
- Working with Agency staff to develop and inform an internal grant management protocol, for use in public and private sector grants. The protocol may include items such as tracking grant performance measures, tracking and preparing grant progress reports and year-end reports, tracking expense compliance across federal and private funding sources, bidding process compliance, and providing accountability updates to board members and other stakeholders.

- Advising LVJUSD on the formation of internal grants management teams, with the expertise and responsibility needs for successful execution of federal grants.
- Advising on content of regular required programmatic and financial reports, including review of reports prior to submission.
- Participating in follow-up funding activities, including helping to problem-solve issues with fund disbursement, compliance documentation, grant activity monitoring by program officers, and other troubleshooting.

Please note that, as with any grant award, LVJUSD maintains all responsibility for executing its grant deliverables, for serving as the primary point of contact with the grant agency, and for submitting reports/documentations/drawdown requests through the appropriate agency grant management systems.

Legislation

Working closely with LVJUSD, CAP will assist LVJUSD in drafting and impacting legislation in the Federal arena. Actions may include:

- a. Developing and submitting one Community Project request annually to the Senators, and Member if participating in the process, to fund a LVJUSD need, according to program parameters. CAP will work with LVJUSD to develop this request, as well as draft required Letters of Support. Upon request, we can also submit a similar funding request to state officials.
- b. Reviewing possible/pending legislation—including appropriation bills and other legislation with a significant financial or policy impact and—to determine potential beneficial or adverse impacts to LVJUSD. As needed, drafting position letters and offering amendments on legislation.
- c. Developing strategy for proactive involvement in identified policy topics and multi-year legislation. This could include involvement in multi-year education legislation, mental health and schools/youth, and Federal regulations governing school districts and vaping.
- d. Working with officials, legislators, and Agencies to resolve issues affecting LVJUSD. Possible issue areas emergency COVID aid, youth violence and bullying prevention, and youth mental health.
- e. Arranging for LVJUSD representatives to participate in the legislative process, such as preparing written legislative testimony for the record and facilitating meetings and/or written communications with legislators, agency boards and directors.
- f. Representing LVJUSD's interests by meeting and discussing proposed/pending legislation with appropriate parties, such as elected legislators, their staff, Committee staff, and Agency officials.
- g. Maintaining direct contact with Members of Congress, their staffs, and Federal Agency leadership and staff, to further implement the vision of LVJUSD and ensure that the goals of Federal decision-makers are incorporated.

Meetings and Advocacy Days

Planning, scheduling, participating and executing Bay Area (via teleconference or one per year in-person) and Washington appointments for LVJUSD that include:

- a. **Documentation** – CAP will prepare targeted advocacy materials for each meeting, ensuring that key messages are crafted for each specific meeting. Examples include project backgrounders, media clippings, funding request summaries, and additional

materials that make a clear connection between the project and its 'fit' with the funding source or legislative need.

- b. **Client Briefing** – CAP will work closely with LVJUSD on background materials and suggested specific talking points targeted to each meeting. CAP will provide LVJUSD with biographies and relevant history on the decision maker or Committee/Department with whom you will be meeting. This history could include past funding programs, area approved projects, committee/department program priorities, with a special focus on the California connection of each decision maker.
- c. **Decision Maker Pre-Briefing** – CAP will send background information to the Federal principal in advance, along with selected biographical information of each LVJUSD representative scheduled to participate in the meeting. The dialog will not end with the meeting, but CAP will engage in ongoing communications where decision-makers are regularly updated on developments within LVJUSD.
- d. **Meeting Staffing and Follow-Up** – CAP will attend Federal meetings in DC (and/or participate by phone in local meetings), taking notes, prompting questions, and providing additional information as necessary. After each meeting CAP will continue communicating with each Federal decision maker and their staffs, providing regular updates on project developments, successes and milestones reached, information that reinforces the need for the project, media clippings, and ultimately keeping the decision maker informed and engaged in LVJUSD's priorities. CAP will draft, prepare and deliver thank you notes and follow-up correspondence for all meetings.

CAP will tailor and amend Federal advocacy to reflect the unique priorities of LVJUSD and adapt strategy as goals change. The long-term goal is a comprehensive approach to integrated Federal advocacy that establishes meaningful, knowledgeable, and lasting relationships on behalf of LVJUSD with its Congressional delegation, legislative leadership, Executive Branch, Agencies, and all of their respective staffs.

CAP would adhere to strict ethical guidelines and serve a limited number of school district clients to ensure that LVJUSD's goals receive sufficient attention.

Additional Services available for Added Fees

Description of Services	Rate
In-house grant writing: narrative less than 10 pages double-spaced.	\$7,500 flat fee
In-house grant writing: narrative 10 to 19 pages double-spaced.	\$12,500 flat fee
In-house grant writing: narrative 20 to 26 pages double-spaced.	\$19,500 flat fee
In-house grant writing: narrative 27 to 36 pages double-spaced.	\$25,000 flat fee
In-house grant writing: narrative 37 to 50 pages double-spaced.	\$29,500 flat fee
In-house grant writing: narrative 51 pages or more double-spaced.	Subject to discussion
Grant plus-up for application with character limit narratives.	\$1,500 flat fee
Grant writing hourly rate	\$165.00 per hour
Grant management included in LVJUSD monthly fee at reduced fee of \$3,000 for all grants, compared to CAP regular fee of \$3,000 per grant.	INCLUDED

***Please note that some grants require detailed reports such as engineering or environmental. LVJUSD would be responsible for such reports.*

Grant Writing Services

A service component that sets CAP apart from other firms is our ability to offer expert in-house flat fee or hourly grant writing. Grant writing is available only for clients on retainer for an additional fixed fee. Grant writing services include the completion of all standard required and recommended attachments, such as partnership letters, budget forms and narratives, standard application forms, logic models, etc. Some grant applicants require a significant number of attachments that necessitate generating narrative text, writing, or meaningful research to complete. This may include items like detailed partner letters or forms, supplemental narrative text, research statements, or new job or project scope descriptors. Included in the fees above are the generation of up to 20 pages of such attachments. Applications that require more than 20 pages of those labor-intensive attachments will have those additional pages added to the narrative page count for the purposes of determining the fee. I.e., an application with a 20-page narrative and 40 pages of labor-intensive attachments would be billed as if it had a 40-page narrative. The fee does not include preparation of expert technical documents that may be required for submission, such as, but not limited to, environmental impact statements, financial audits, or organization strategic plans.