



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF EMERYVILLE AND COMMUNITY COUNSELLING SERVICE CO., LLC

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is effective as of _____, 2025 (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COMMUNITY COUNSELLING SERVICE CO., LLC** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City desires to engage Contractor for specialized consulting services pertaining to strategic fundraising in connection with a proposed arts center within the City of Emeryville; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

WHEREAS, based on Contractor's response to Requests for Qualifications, the City has determined that the Contractor is qualified by training and experience to render such services; and

WHEREAS, the Contractor desires to provide such services; and,

WHEREAS, the public interest will be served by this Contract; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 *Project Description*

A complete project description is set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2 *Services*

The services to be completed under this Contract ("Services") are described in the Scope of Work set forth in **Exhibit A**. The Services shall be performed in accordance with terms, conditions, and specifications set forth herein. To the extent there is a conflict between the Scope of Work, and the terms, conditions, and specifications set forth herein, the terms, conditions, and specifications set forth herein shall govern.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

1.3 Schedule and Completion Date

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **DECEMBER 31, 2025** ("Term"). The Parties may, by mutual, written consent, extend the Term of this Contract.

2. WORK CHANGES AND OUT OF SCOPE WORK

2.1 City Rights to Change

The City reserves the right to order changes in the Services to be performed under this Contract by altering, adding to, or deducting from the Scope of Work. All such changes shall be incorporated in mutually agreeable written amendments executed by the Contractor and the City. Such amendments shall specify the changes ordered and any necessary adjustment of compensation and completion time.

2.2 Additional Work Changes

Any work added to the Scope of Work by an amendment shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in an amendment in writing duly executed by the City and the Contractor.

2.3 City Manager Execution

The City Manager has authority to execute without further action of the Emeryville City Council, any number of amendments so long as their total effect does not materially alter the terms of this Contract or increase the total amount to be paid under this Contract, as set forth in Section 3.2 below.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation for Services Performed; Fees; Expenses

City agrees to pay the Contractor for the Services performed and expenses incurred by Contractor upon certification by the City that the Services were actually performed and expenses actually incurred in accordance with the Contract. Compensation for Services performed and reimbursement for expenses incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Services performed and expenses incurred. The City shall pay the Contractor within forty-five (45) days after approval of the invoice by City staff.

Notwithstanding the Term of this Contract, the City acknowledges and agrees that Contractor's professional fee standards are updated every calendar year to reflect annual business cost increases. Unless the Parties mutually agree in writing to a different rate or payment schedule, the Billing Month rate in each year subsequent to the Effective Date will be increased per Billing Month by 5% above the Billing Month rate of the prior calendar year. This provision shall apply to fees that may be payable under extensions or auto-renewal.

The Parties acknowledge and agree that fees do not include expenses. Expenses include, but are not limited to, reasonable project-related travel, technology, transportation, mileage, lodging, meals, per diems, printing, courier, administrative expenses, and other ancillary and out-of-pocket costs, necessary to the Contractor's provision of Services under this Contract. Payment for the expenses shall be made to Contractor within forty-five (45) days after approval of the invoice by City staff.

The City's total responsibility for any fees and expenses under this Contract shall not exceed the total compensation amount in Section 3.2, below.

3.2 Total Compensation Amount

The total amount paid under this Contract as compensation for Services performed and reimbursement for expenses incurred shall not, in any case, exceed **NINETY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$97,500.00)**. The compensation for Services performed shall be as set forth in **Exhibit A**.

4. COVENANTS OF CONTRACTOR

4.1 Assignment of Contract

The Contractor may not assign this Contract or delegate its duties hereunder to any successor to all or substantially all of the business of Contractor without the express prior written notice to and the written consent of the City, which shall not be withheld unreasonably.

The City shall not have the right to assign this Contract without the express prior written consent of Contractor, which shall not be withheld unreasonably.

Any purported assignment of this Contract or any of the duties hereunder without such consent shall be null and void ab initio.

4.2 Indemnification

Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party, its officials, members, managers, officers, employees and agents (collectively, the "Indemnitees") harmless from and against any and all costs, expenses, liabilities and damages, including reasonable attorneys' fees (collectively, "Losses") that any Indemnatee may suffer or incur as a result of claims by third parties to the extent caused by a breach of this Contract by the Indemnifying Party or by the negligence or misconduct of the Indemnifying Party or the Indemnifying Party's officers, employees or agents.

The applicable Indemnatee shall give notice to the Indemnifying Party of any Loss for which indemnification is sought hereunder within forty-five (45) days after the Indemnatee becomes aware of such Loss, provided that the giving of such notice shall not be a condition of the indemnification obligation of the Indemnifying Party. The

Indemnatee making a claim for indemnification hereunder shall cooperate fully with the Indemnifying Party in the investigation and defense of any such claim.

The obligations to indemnify and defend in this Section shall survive termination of this Contract.

4.3 Independent Contractor

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

4.4 Insurance

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

4.5 Records, Reports and Audits

4.5.1 Records

- A. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City as they are communicated to Contractor with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years from the date that final payment is made under this Contract. Furthermore, records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- B. All expenses shall be supported by properly executed invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

4.5.2 Reports and Information

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information which are directly related to matters covered by this Contract in the form requested by the City. Any request for such records shall be in good faith to verify compliance with the terms contained herein. The Contractor shall not be required to disclose any proprietary or confidential information, unless such information is subject to appropriate confidentiality protections.

4.5.3 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records directly related to matters covered by this Contract. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, and or data relating to all matters covered by this Contract. Any such audit shall be reasonable in nature and in good faith to verify compliance with the terms contained herein. The Contractor shall not be required to disclose any proprietary or confidential information, unless such information is subject to appropriate confidentiality protections.

4.6 *Conflicts of Interest*

The Contractor covenants and declares that, other than this Contract, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Contractor or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City, the Contractor will immediately notify the City of such holding, interest, contract, or agreement in writing.

4.7 *Confidentiality*

The Contractor agrees that any reports, information, opinions or conclusions generated through the provision of Services shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

The Contractor may retain a copy of any confidential information to the extent: (a) required by applicable law; (b) required by its internal document retention and governance policies; or (c) it would be unreasonably burdensome to destroy (such as archived computer records), provided that all such retained information shall remain subject to the terms of this Contract.

4.8 *Discrimination Prohibited*

The Contractor covenants that it is an equal opportunity employer and prohibits discrimination. Contractor agrees that in performing the Services required under this

Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the California Government Code.

The City agrees to bring to Contractor's prompt attention any allegedly discriminatory conduct, or any complaints about allegedly discriminatory conduct, which in any way implicates, relates to, or has any bearing on Contractor or any of its employees or agents.

The City also agrees that for the purposes of this Contract the City will fully comply with all federal, state, and local employment laws, and will provide any employees of Contractor who are assigned by Contractor to work in the City's facilities or at City-sponsored events with a working environment that is respectful to diversity and inclusiveness. The City further agrees that for purposes of this Contract it will take reasonable steps to ensure that the City's employees and representatives act at all times in a manner consistent with Contractor's commitment to providing a diverse and inclusive working environment.

4.9 Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals in the industry.

4.10 Contractor's Personnel

The Project Manager is TRAVIS CARLEY. Mr. Carley and RUYI LU are necessary for the successful prosecution of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team without the City's approval. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Contract and shall be grounds for termination.

The City acknowledges that Contractor provides its personnel with time off, including paid time off for vacation, holidays, and personal time. During the Term of this Contract, Contractor's personnel will be entitled to time off, the days/times of which will be communicated to the City. Notwithstanding the foregoing, Contractor will use commercially reasonable efforts to ensure coverage during any time off, and if personnel's time off causes a material delay in the provision of Services, Contractor will

extend its personnel's assignment at no cost to the City for a period equal to the delay directly attributable to the time off.

The City acknowledges that Contractor recruits and trains its personnel and that such personnel have knowledge of Contractor's confidential information as well as strategies, ideas and methods related to fundraising developed by Contractor. During the term of this Contract and for a period of one (1) year after its termination or expiration, the City and its agents and affiliates shall not offer employment to any of Contractor's personnel who performed services under this Contract, and Contractor shall not offer employment to any City personnel who were associated with the services provided under this Contract. The Parties agree that the amount of actual damages that would be suffered by the City or Contractor (as applicable) in the event of a breach of the covenant in this Section are impossible to measure with accuracy. Therefore if either Party breaches the covenant in this Section, (i) the offering Party shall provide written notice to the other within two (2) business days of having extended such offer, and (ii) regardless of whether the offering Party has complied with its obligation in clause (i) of this sentence, if the personnel accepts such offer of employment, the Party hiring the personnel hereby agrees to pay within ten (10) days after the hire date to the other, as liquidated damages, a sum equivalent to 100% of the annual compensation offered to and accepted by the personnel. The Parties acknowledge and agree that the restrictions contained in this Contract are reasonable and valid in geographical and temporal scope and in all other respects and that the agreed-upon amount of liquidated damages is reasonable under the circumstances and does not constitute a penalty.

4.11 Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Contract, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Services to be performed by the Contractor ("Materials") shall be and are the property of the City (with the exception of any Pre-Existing Intellectual Property) and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 City Labor Requirements

4.13.1 Compliance

At the Effective Date, compliance with the City's living wage ordinance is ☒ **required** / ☐ **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing Services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

4.13.2 Applicability

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

4.13.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

4.13.4 Living Wage

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$19.08 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.13.5 Minimum Wage and Paid Sick Leave

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards](#)

Ordinance, as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

5. TERMINATION

- A. This Contract may be terminated by either Party for convenience and without cause upon thirty (30) days' prior written notice for agreements with a term of up to six months, or upon sixty (60) days' prior notice for agreements with a term in excess of six months.
- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) use reasonable efforts to wind down all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

7. ENTIRE AGREEMENT

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Contract. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

8. **SUCCESSORS AND ASSIGNS**

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

9. **APPLICABLE LAW AND ATTORNEY’S FEES; VENUE**

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled. The exclusive venue for any legal action taken to enforce, interpret, or in pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California. Contractor agrees to such courts’ exercise of personal jurisdiction over Contractor and shall not raise any objection or defense based on lack of personal jurisdiction.

10. **SEVERABILITY**

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

11. **BUSINESS TAX CERTIFICATE**

Prior to commencement of the Services to be provided hereunder, Contractor shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. **NOTICES**

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **Chadrick Smalley** for the City and **Travis Carley** for the Contractor:

CITY	CONTRACTOR
Chadrick Smalley Phone No: 510-596-4355 E-Mail : csmalley@emeryville.org	Travis Carley, Managing Director Phone No: 269-599-6860 E-Mail : tcarley@ccsfundraising.com

12.2 Official Notices

All other notices, writings or correspondence as required by this Contract shall be directed to the City and the Contractor, respectively, as follows:

CITY	CONTRACTOR
<p>Chadrick Smalley 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4355 E-Mail : csmalley@emeryville.org</p> <p><i>with a copy to:</i> John I. Kennedy, City Attorney 1333 Park Avenue Emeryville, California 94608 Phone No: 510-596-4381 E-Mail : John.Kennedy@emeryville.org</p>	<p>Travis Carley, Managing Director 1 Sansome St. Ste. 3680 San Francisco, CA 94104 Phone No: 269-599-6860 E-Mail : tcarley@ccsfundraising.com</p>

13. COUNTERPARTS

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

14. NO THIRD-PARTY BENEFICIARIES

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15. NON-EXCLUSIVITY

City reserves right to employ other contractors in connection with the Services covered under this Contract.

16. ASSIGNMENT OR TRANSFER

Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

17. WAIVER

The City's failure to enforce any provision of this Contract or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

18. OTHER REQUIREMENTS

Compliance with terms and conditions set forth in **Exhibit C** is ☒ **required** / ☐ **not required** for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") when attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, **Exhibit C** shall control.

SIGNATURES ON FOLLOWING PAGE

19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy
2C834D02DB55407...
City Attorney

Dated: CITY OF EMERYVILLE

LaTanya Bellow, City Manager

Dated: COMMUNITY COUNSELLING SERVICE CO., LLC

08/14/2025
DocuSigned by:
Travis Carley
428CB18CBE774A0... (Signature)
Travis Carley, Managing Director

Attach: W-9 Form	Attach: Business License Certificate
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EXHIBIT A

Travis William Carley
Managing Director

June 13, 2025

Chadrick Smiley
Charmin Baaqee-Roundtree
Jean Johnstone

Dear Chad, Charmin, and Jean,

Thank you for your interest in CCS and for inviting this scope of work. Ruyi and I enjoyed our conversations about The City of Emeryville, the Art Center, and the years of planning and effort that has brought the Art Center to this moment. We are excited about the potential this initiative holds and look forward to the opportunity to partner with you on this transformative project.

For more than seven decades, CCS Fundraising has supported leading nonprofit organizations, bringing unparalleled expertise in arts and culture, philanthropy, and strategic fundraising. Our longstanding partnerships throughout the Bay Area, along with our deep understanding of the local philanthropic landscape, uniquely position us to offer valuable insights and support to the City and this project.

Building on years of momentum and community enthusiasm, you are poised to launch a capital fundraising campaign for the future Emeryville Art Center. As a recognized leader in public art, artist-community partnerships, and innovation, the Center will be an integral part of the City's vision to expand its legacy and commitment to the future.

We understand that, based on a recently completed site study, the estimated project costs in 2027 dollars are \$60 million for new construction. At this stage, the City is seeking a partner to help develop a strategic capital fundraising plan that identifies and evaluates potential funding sources.

In the past year alone, CCS has conducted over 300 feasibility studies, including collaborations across California and the Bay Area. We are particularly proud of our long-term partnerships with organizations such as the Bay Area Council, Lucile Packard Foundation for Children's Health, and the San Francisco Foundation—relationships that underscore our understanding of the region's philanthropic landscape and our ability to help organizations achieve both immediate and long-term goals.

Additionally, our firm has partnered with municipalities and public-private initiatives on notable projects such as the India Basin Waterfront Initiative, the Denver Center for the

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tcarley@ccsfundraising.com
ccsfundraising.com



Performing Arts, and the Performing Arts Center Eastside (PACE). These engagements, alongside our extensive work with arts and cultural institutions nationwide, demonstrate our ability to deliver impactful results for projects that strengthen and enrich communities. With our breadth of experience and expertise, we are well-positioned to begin a partnership with the City. The effort ahead is both exciting and ambitious, and we believe CCS is uniquely equipped to support such an initiative.

Anchoring our work will be the following, guiding questions:

- What is an ambitious and realistic overall campaign goal?
- Will the City and the Center be capable of realizing the level of gifts needed to support the campaign?
- What potential exists within the Center's sphere of influence? Beyond it?
- Are current and probable donors interested and excited about funding the campaign?
- How should we approach prospects? What tools should we use to engage them?
- What are the key messages that resonate with the philanthropic community?
- Who are the ideal leaders for the campaign? Will they prioritize this project and champion the campaign among their contacts?
- What are the critical functions, structure, and strategy essential to realizing your fundraising potential?
- How will the campaign be resourced, including budget and staffing? Does the City and Center possess these resources and are they able to deploy them to this project, or will they need to be added?
- Will recognition opportunities be important in the campaign? If so, which of your top prospects will be most motivated by them?

In pursuit of answers to these questions, we envision beginning with a four-month engagement focused on developing a deep understanding of the current landscape, assessing fundraising potential, and identifying philanthropic opportunities. During this time, we will gather feedback from the community through one-on-one conversations, potential focus groups, and a broad electronic survey. Based on these findings, we will develop a comprehensive campaign strategy, including recommendations and action steps necessary to achieve the City's fundraising success. Our approach will define a goal, timeline, key messages and strategies, and training recommendations for campaign leadership.

Below is a scope of work that outlines our proposed approach.



ONBOARDING AND IMMERSION

To launch the engagement, we will meet with leaders from The City of Emeryville and those connected to and aware of the Art Center's vision to help guide the process and provide credibility for the ultimate implementation of our recommendations.

Project Onboarding

CCS will conduct a kick-off meeting with leadership to discuss priorities and develop the project timetable and materials. During this discussion, we explore perspectives about the direction, approach, and funding priorities of the campaign. This meeting will allow us to gather input on the preliminary case for support and perceived top prospects. We will work closely with you to refine learning objectives and ensure there is consensus on the primary goals, process, and participant selection.

The role of project leadership will include the following:

- Provide overall advice and feedback
- Help refine objectives
- Review engagement tools
- Select potential participants for donor interviews
- Help secure the participation of invitees
- Review and react to preliminary findings and recommendations to prioritize next steps

Our proposed workplan makes room for review, reaction, and iteration. We have designed the engagement to allow the time and space for your reaction to the core elements of the plan before they are expanded into a roadmap for campaign implementation.

CCS commits to a high level of communication throughout the engagement. We will keep you and other key leaders close to the process. We will hold weekly calls with your team to discuss progress and action items.

Evaluate Campaign Readiness

At the start of our engagement, CCS will dig deep into understanding all that we can about the vision and plans for the campaign. We will also conduct an analysis of operations, staffing, and leadership structure to gain a better understanding of your needs to support the campaign. During this time, we will identify any obstacles or challenges that may impact fundraising success.

Organization Scan

CCS will conduct an analysis of current operations, resourcing, and results as they relate to fundraising to gain a better understanding of the needs of The Center in this moment. We



will request key development metrics to uncover strengths, challenges, and opportunities. This process will ensure an appropriate resourcing plan to support the campaign.

PROSPECT LANDSCAPE ANALYSIS

CCS will work closely with your team to create criteria by which we will evaluate prospective funders that are a good fit for the organization. The criteria will include attributes such as demonstrated interest, capacity to give, inclination to give, and mission alignment. We will utilize our strategic partnerships with prospect research vendors to build a general list of new prospective funders, then use the criteria to evaluate it.

Prospect Identification

CCS will conduct an in-depth landscape analysis of different funding sources to identify appropriate opportunities to pursue. CCS employs a vast array of research tools – more than any other firm – to uncover new prospects.

Peer Analysis

We will also look at funders of comparable organizations to identify additional prospective funders. Scouring the donor lists of similar organizations can be very fruitful in uncovering new prospects who have already demonstrated a commitment to similar missions.

Relationship Mapping

City leadership and engaged community leaders are your most valuable assets. Ramping up fundraising will require strategies for creatively utilizing their relationships and networks to identify and engage the first cadre of funders.

To further expand the prospect list, CCS will use the relationship mapping tool RelSci to help identify potential connections that exist between City and community leaders, and new prospects. Specifically, CCS can identify the shortest path between your constituents and the comprehensive list of prospects. In doing so, The City and Center can leverage existing connections to reach out to a larger prospect pool.

Prospect Prioritization

Upon the completion of our research and analysis, CCS will explore the results to identify, segment, and prioritize prospective donors into appropriate giving categories. CCS will use all the assessed data to provide forecasting and simulation of future potential based on performance and the prospect landscape. Our aim will be to map a pathway to your campaign goal.



ENGAGE COMMUNITY FEEDBACK

To assess philanthropic interest in the campaign, CCS will test the vision and gather feedback through strategic interviews and a broad electronic survey. To reap the most from these discussions and interactions, CCS will use various engagement tools.

Background Statement and Engagement Tools

This project will be an opportunity to communicate the campaign vision to existing supporters and potential donors. CCS will collaborate closely with you to develop a background statement that articulates the preliminary case for support to gauge the level of readiness of the philanthropic community to support the overall vision, as well as the level of interest among potential campaign donors and leaders in specific strategic priorities.

Additional engagement tools that CCS will design with your input include the interview request letter, talking points for scheduling, web-based interview calendar, preliminary gift table, discussion stimulant, and e-survey content.

1:1 Strategic Conversations

CCS will conduct one-on-one conversations with key leaders, prospects, and community champions. We will work closely with you to build and invite a list of potential interviewees.

Electronic Survey

To engage a larger cross section of your community, CCS will distribute an electronic survey. CCS will take the lead to create, format, and deploy the survey. Inviting additional feedback from potential supporters on your mailing list who are not personally interviewed will allow for greater donor engagement and fact finding.

The goals for community engagement in both interviews and electronic survey, include:

- Ensure an ambitious, yet achievable, financial goal
- Build the circle of insiders and create broader ownership of the project
- Uncover reactions to preliminary campaign plans and proposed initiatives
- Discuss key fundraising strategies
- Determine philanthropic motivations and priorities
- Identify additional leaders whose involvement will drive success
- Isolate the messaging to best inspire giving
- Accelerate the donor journey as a cultivation opportunity
- Identify new funding opportunities
- Reveal any obstacles or challenges to be addressed



PROJECT MANAGEMENT AND DELIVERABLES

We will provide weekly updates, regular operational conversations, an interim report, and a comprehensive final report. Rather than a simple playback of donor conversations and prospect data, the final report will provide quantitative results that are bolstered by qualitative themes and observations.

Data collected is filtered through the lens of more than seven decades of experience and benchmarked against like organizations to ensure recommendations are grounded in the realities of The Center’s philanthropic landscape. Importantly, this report will serve as the campaign blueprint and provide immediate action steps to advance the campaign and will include the following:

Findings	Analysis	Recommendations
<ul style="list-style-type: none">• Attitudes toward the vision and plans for the campaign• Reaction to the proposed funding initiatives and priorities• Willingness of interviewed to lead, contribute, and solicit• Preliminary gift indications• Planned giving potential• Obstacles to success• Other opportunities/ challenges	<ul style="list-style-type: none">• Scope and strategic focus• Campaign messaging• Fundraising timing and strategies• Financial potential of prospective donor pool• Volunteer potential	<ul style="list-style-type: none">• Campaign strategy• Achievable goal• Case elements• Priority prospects• Potential volunteer leaders• Phased timetable• Cultivation and solicitation strategies• Staffing and resources• Training plan for leadership, staff and volunteers• Immediate action steps



PROFESSIONAL FEES AND STAFFING

Our professional service fee for the scope of work outlined above is \$95,000. It includes the strategic support of Ruyi and I as your executive team, a dedicated CCS professional to manage day-to-day activities of the streams of our work, firm-wide resources, and the deliverables as detailed in the proposal.

The professional service fee will be prorated and billed on a monthly basis, where one month is equal to four weeks of service. The professional service fees do not include project expenses, which shall be paid separately, at cost.

Staffing and Resources

CCS is a professional services firm with over 650 full-time employees. We provide our employees with excellent benefits, highly competitive compensation, and a professional environment that helps us attract and retain very talented people. Our service represents an entire firm, its resources, experience, and knowledge. We have best-in-class documents that help us quickly develop all aspects of fundraising. We have a research team with access to numerous subscription-based databases that yield valuable intelligence and information on prospective donors. Our team meets regularly, and our staff talk to each other frequently to share advice, solve problems, and troubleshoot situations.

Return on Investment

As you consider the costs for the campaign, the best practice is to devote 8%-12% of the campaign goal toward overall campaign budgeting, including personnel, external consulting, communications, logistics, events, office, and support.

Continued Partnership

Following our initial engagement, CCS will work with your team to determine the most appropriate level of continued partnership (if any) for campaign activation and management.

We offer a fully flexible suite of campaign support ranging from full-time immersive partnership to executive consultation. We are happy to have the conversation with you when the timing is appropriate.

CONCLUSION

We are enthusiastic about the opportunity to partner with The City of Emeryville. Our proven strategies, rich expertise, and collaborative spirit make us well-suited to help The City reach its fundraising goals.

If we have the opportunity to work together, our commitment is to true partnership, candor, and the strategic pursuit of a path forward. We share your optimism for the possible and your



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readiness to follow an achievable path together. Please know we would be delighted to serve as the next member of your team.

Please let us know if you have any questions or if Ruyi or I can be of any assistance.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Travis Carley". The signature is fluid and cursive, with a large loop at the end.

Travis Carley

Appendix: Key Deliverables

- **Detailed workplan.** The workplan will include a review of the scope of work as outlined in the proposal, a week-by-week timeline to help guide key activities and benchmarks, roles and responsibilities of CCS and the City of Emeryville teams, discussion prompts for messaging for the test case and constituents to participate in interviews and the e-survey, and immediate next steps.
- **Background statement (test case).** The background statement is a 5-8 page document that will serve as a discussion prompt for individuals that will participate in the strategic interviews and e-survey. This document will include introductory language on the organization, the need or challenges its facing, the vision for the campaign, the solutions it will help fund, and the envisioned impact it will have on the future of the organization. This preliminary case document is highly visual and is meant to serve as a 'test' narrative to help illicit feedback and advice.
- **Study interview materials.** Interview materials include a draft interview request letter, questionnaire, table of gifts, template for creating the interviewee list, and guide for conducting follow-up calls and emails with FAQs and speaking points.
- **E survey design, support, and implementation.** CCS uses a platform called Qualtrics to build and distribute the e-survey. We will provide the e-survey questions and email language for review and approval by the City of Emeryville team. The e-survey will look like it is coming from someone of the City of Emeryville team, however, CCS will manage the distribution process. We will just ask the City of Emeryville team to compile a constituent list for e-survey distribution.
- **Interviewee/survey invitation and follow up communications.** All of this is covered under the Study Interview Materials
- **Weekly progress reports.** CCS will meet with the City of Emeryville team each week to discuss logistics, next steps, key activities, and project progress to-date. Once interviews begin, CCS will provide a progress dashboard to track interviews scheduled and completed, highlight follow-up calls/emails needed, track timing for the e-survey, and provide other important details as they relate to the study.
- **Interim report, including detailed progress update, findings from interviews to date, and organizational scan.** The interim report will be provided halfway through the interview timeline to share key trends, insights, progress to-date, etc. This document will be shared with key leadership.

- **Final report, including analysis of findings, interviews, organizational scan, esurvey findings, benchmarking results, donor prospect landscape, recommendations on goal, timeline, phasing, fundraising methodology, staffing/resourcing, etc.** The final report is a comprehensive document (typically 75+ pages) that includes all findings from constituent engagement and data analytics, case messaging framework, campaign readiness scorecard, detailed recommendations for next steps and a path to a campaign, and an executive summary to share with key leaders and supporters. This report will provide an actionable blueprint for launching, activating, and resourcing a campaign.
- **Identified potential prospect universe, including estimated philanthropic potential.** CCS will provide a detailed prospect matrix as informed by our data analytics exercises. This list will include wealth screening details, including gift capacity.



City of Emeryville

CALIFORNIA

EXHIBIT B

Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **COMMUNITY COUNSELLING SERVICE CO., LLC**.

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☒ **Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☐ **Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

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include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

☒ **General Liability**

☒ **All Contract Types**

\$1,000,000.00 per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

☐ **Construction Specific**

\$2,000,000.00 per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

☒ **Automobile Liability**

\$2,000,000.00 per accident for bodily injury and property damage.

☒ **Professional Liability / Errors and Omissions**

\$2,000,000.00 per claim and aggregate.

☒ **Workers' Compensation and Employer's Liability**

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

☐ **Pollution Liability Insurance**

\$2,000,000.00 per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

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☒ **General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☒ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

City of Emeryville | Contract Insurance Requirements (Exhibit B)
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☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☐ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. NO SPECIAL LIMITATIONS

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

City of Emeryville | Contract Insurance Requirements (Exhibit B)
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5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

Attach:
Insurance Certificate and Endorsements

EXHIBIT C: OTHER REQUIREMENTS
**TO PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF
EMERYVILLE AND COMMUNITY COUNSELLING SERVICE CO., LLC**

- a. The City's charitable purpose is the establishment and funding for an arts center within the City of Emeryville. All funds collected by the City in connection with the services will advance these purposes.
- b. The City acknowledges that (i) the success of fundraising endeavors is dependent upon a wide range of factors many of which are beyond Contractor's control, (ii) the outcome of specific fundraising efforts will be dependent upon timely and consistent performance by the City of its responsibilities in collaboration with Contractor's personnel, (iii) Contractor cannot assure any particular outcome of any fundraising endeavor, (iv) Contractor's fees are due in accordance with the terms hereof regardless of the degree of success of the endeavors contemplated hereby, and (v) the advice and direction provided by Contractor as a result of the services will constitute recommendations only, subject to acceptance and implementation by the City in its discretion.
- c. The City acknowledges and agrees that (i) Contractor will not at any time receive or have possession, custody or control of funds, assets, property or other receipts of a solicitation that may be solicited from donors, (ii) Contractor does not have authority to pay expenses associated with a solicitation, (iii) Contractor will not solicit funds, assets or property on the City's behalf and will not engage any compensated person to solicit funds, assets or property on the City's behalf, (iv) Contractor will not assist with the receipt, processing or collection of contributions, (v) Contractor will not independently report fundraising results, and (vi) the City will have control of and shall approve the content and frequency of each and every solicitation.
- d. In no event will either Party be liable to the other Party under this Contract for any indirect, incidental, special, exemplary, punitive or consequential damages of any sort, including, without limitation, lost profits, revenues, fund-raising gifts, pledges, endowments, donation or the like. Except for liabilities for liquidated damages under the non-hire provision and for indemnification, in no event will the aggregate liability of the Contractor hereunder exceed an amount equal to the fees actually paid by the City to Contractor hereunder. Except for liabilities for fees and expenses, for liabilities for liquidated damages under the non-hire provision and for indemnification, in no event will the aggregate liability of the City exceed the aggregate amount of fees payable by the City hereunder.
- e. The City represents that prior to the execution of this Contract, the City has advised Contractor as to (i) whether the City is required to be registered with the New York Charities Bureau pursuant to Article 7-A of the New York Executive Law, and if the City is required whether it is currently registered, and (ii) whether

solicitations will be made in the State of California as a result of or in connection with the services provided by Contractor under this Contract.

- f. To the extent that the City is required to be registered as a charitable organization under any applicable law, the City represents and warrants to Contractor that it is registered and in good standing and in compliance with all applicable filing requirements. The City also represents and warrants to Contractor that, as may be applicable, to the extent that any solicitation will be made in the State of California, the City is registered with the California Registry of Charities and Fundraisers.
- g. To the extent that the deliverables under this Contract contain Preexisting Intellectual Property, Contractor hereby grants to the City an irrevocable, fully paid up, non-exclusive, worldwide license to use, execute, reproduce, display, perform, and prepare derivative works based on such Preexisting Intellectual Property that may be contained in the deliverables, and to authorize others to do any of the foregoing, solely to the extent necessary for use of the deliverables. "Preexisting Intellectual Property" means all of Contractor's strategies, ideas, methodology, code, know-how, tools, techniques, frameworks, technology, and other intellectual property developed by Contractor or its licensors prior to or independent of the deliverables and used to provide the deliverables in accordance with this Contract, and Contractor reserves all right, title and interest in and to the Preexisting Intellectual Property.
- h. Contractor shall have the right to utilize the City's name, logos, and trademarks in Contractor's marketing and promotional materials.
- i. Prior to the execution of this Contract, the City shall provide Contractor with a completed Client Data Sheet, attached hereto as **Exhibit C-1**.

EXHIBIT C-1: CLIENT DATA SHEET

Client completion required for compliance

Professional Fundraising Counsel: Community Counselling Service Co., LLC

Client (Charitable Organization) Name: _____

Client Address: _____

Client Fiscal Year End: _____

Client Phone Number: _____

Client Email Address: _____

Client EIN #: _____

Client Contact: _____

Start Date: _____

End Date: _____

Please note that the dates provided will be noted on applicable state submittals.

State Submittals

Please indicate in the leftmost field below which of the following state(s) the attached contract is to be submitted. Where a state is marked with an asterisk (), please provide a charity registration number or write in "exempt," in the field to the right.*

If the contract is not to be submitted in any of the listed states, please check off "None of the above" and provide any relevant notes under Additional Comments.

Please be sure applicable charity registrations are current.

<input type="checkbox"/> Alabama	<input type="checkbox"/> Mississippi
<input type="checkbox"/> Arkansas	<input type="checkbox"/> New Hampshire*
<input type="checkbox"/> California*	<input type="checkbox"/> New Jersey*
<input type="checkbox"/> Connecticut*	<input type="checkbox"/> New York*
<input type="checkbox"/> Florida*	<input type="checkbox"/> North Carolina*
<input type="checkbox"/> Hawaii	<input type="checkbox"/> North Dakota
<input type="checkbox"/> Illinois	<input type="checkbox"/> Pennsylvania
<input type="checkbox"/> Indiana	<input type="checkbox"/> Rhode Island*
<input type="checkbox"/> Kansas	<input type="checkbox"/> South Carolina*
<input type="checkbox"/> Kentucky*	<input type="checkbox"/> Utah
<input type="checkbox"/> Maryland	<input type="checkbox"/> Virginia
<input type="checkbox"/> Massachusetts	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Minnesota	<input type="checkbox"/> None of the above

Additional Comments: