

## **FIRST AMENDMENT TO THE AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (First Amendment) entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2022, amends the Agreement entered into between the City of Fresno, a municipal corporation (City) and Local Government Strategic Consulting, LLC., a California Limited Liability Company (Service Provider).

### **RECITALS**

WHEREAS, City and Service Provider entered into an Agreement, effective February 4, 2022 (Agreement), wherein Service Provider provides City with strategic and technical assistance to develop a ballot measure, COVID-19 response communications services, City Council District outreach, and legislative counsel services; and

WHEREAS, the Agreement contemplated development of a ballot measure for placement on the November 8, 2022, consolidated general election ballot; and

WHEREAS, Service Provider has provided and continues to provide technical assistance for the development and placement of the Fresno Veterans Support Revenue Enhancement Ordinance (Measure M), approved by the City's Council on August 18, 2022; and

WHEREAS, the City desires to amend the Agreement to provide for public education services relative to Measure M and any other ballot measures on the November 8, 2022 consolidated general election ballot.

### **AMENDMENT**

NOW, THEREFORE, the parties agree the Agreement be amended as follows:

1. Section 3, subsection (a) of the Agreement entitled "Compensation" shall be deleted in its entirety and replaced as follows:

"Service Providers sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$645,000, paid on the basis of the compensation schedule set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services.

2. Exhibit "A" shall be deleted in its entirety and replaced with the revised Exhibit "A" attached hereto.

Except as otherwise provided herein, the Agreement entered into by City and Service Provider, effective Feb. 4, 2022, remains in full force and effect.

3. In the event of any conflict between the body of this First Amendment and any exhibit or Attachment hereto, the terms and conditions of the body of

this First Amendment shall control and take precedence over the terms or conditions contained within any Exhibit or Attachment.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

LOCAL GOVERNMENT STRATEGIC  
CONSULTING, a California Limited  
Liability Company

By: \_\_\_\_\_  
Luis Chavez  
District 5 Councilmember

By: \_\_\_\_\_  
Alex E. Tavlian  
Managing Member

APPROVED AS TO FORM:  
RINA M. GONZALES  
Interim City Attorney

By: \_\_\_\_\_  
Brandon M. Collet                      Date  
Supervising Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy                                      Date

Attachment:  
Exhibit A - Scope of Services

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**Service Agreement between City of Fresno  
and LOCAL GOVERNMENT STRATEGIC CONSULTING, LLC  
MEASURE M (2022) TECHNICAL ASSISTANCE, BALLOT MEASURE PUBLIC  
EDUCATION, ET AL**

#### **Scope of Services**

Local Government Strategic Consulting, LLC (hereinafter “LGSC”) will provide the following services to the Fresno City Council:

- Technical and strategic assistance on the development of a ballot initiatives to support veterans facilities and services, including:
  - Advice on process and planning for a ballot initiative, including benchmarks and timelines;
  - Guidance with any public opinion polling of the electorate to understand potential voter support for financing of veterans facilities and services;
  - Consultation with City Attorney’s Office on drafting ballot language;
  - Referrals for consultant services for polling;
  - Intergovernmental affairs outreach relative to special district formation; and
  - Strategic support with development and implementation of media relations, stakeholder relations, and public affairs.
- Production and placement of public education campaign materials for ballot initiatives on the Nov. 8, 2022 ballot, including:
  - Television advertising
  - Radio advertising
  - Print advertising
  - Direct mail advertising
  - Digital advertising
  - Peer-To-Peer SMS Messaging
- Continuation of COVID-19 response communications advisory services to support City; and
- On-Call Legislative Counsel services to the Office of the Council President.

## **Deliverables**

- Monthly report on all service activities undertaken by LGSC;
- Spending reports on public education campaign expenses;
- Weekly progress report conference call and/or meeting with Council President (or designee) to review assignments and relevant action;
- On-call progress reports, as requested by the Council President (or designee).

## **Compensation Schedule**

- Not to exceed \$645,000, with \$145,000 paid in monthly installments commencing Feb. 1, 2022. Balance to be invoiced in proportion with expenses for public education campaign activities.

## **Project Reporting Requirements**

LGSC Monthly Report to include the following items:

- Inventory of Council-directed assignments with detailed status update or, if completed, conclusory summary
- Spending report on expenses undertaken for ballot measure public education campaign