

**AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into, effective on \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (City), and Covino Smith & Simon, Inc. (Consultant).

**RECITALS**

WHEREAS, City desires to obtain professional lobbying, consulting, legislative, administrative and regulatory representation services for Lobbying representation for all relevant Federal Agencies and Departments (Project); and

WHEREAS, Consultant is engaged in the business of furnishing services as a Lobbying Consultant and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for City by its City Manager (Administrator) or designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Consultant shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through April 20, 2028, subject to any earlier termination in accordance with this Agreement. The services of Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
  - (a) Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$210,600.00. Such fee includes all expenses incurred by Consultant in performance of the services.
  - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business.

- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) seven calendar days' prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Consultant that are owned by City. Subject to the terms of this Agreement, Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.
- (d) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) Consultant shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Consultant fails to comply with any terms or conditions of this Agreement.
- (f) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Consultant pursuant to this Agreement shall not be made available to any individual or organization by Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Consultant shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Consultant pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Consultant represents to City that Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Consultant and any subcontractors to do and perform such services in a skillful manner and Consultant agrees to thus perform the services and require the same

of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.
  - (a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
  - (b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall



include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor. Consultant and any subcontractor/sub-consultant shall establish additional insured status for City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, Consultant shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Consultant in such statement.
- (b) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full

compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

- (c) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
  - (d) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.
  - (e) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 9(b), above.
  - (f) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
  - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
  - (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Consultant shall have provided evidence to City that Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, Consultant shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

- (a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

- (b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Consultant is acting solely as an independent contractor. Neither Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Consultant shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Consultant and City. Consultant shall have no authority to bind City absent

City's express written consent. Except to the extent otherwise provided in this Agreement, Consultant shall bear its own costs and expenses in pursuit thereof.

- (c) Because of its status as an independent contractor, Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Consultant shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Consultant may be providing services to others unrelated to City or to this Agreement.
14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
  15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
  16. Assignment.
    - (a) This Agreement is personal to Consultant and there shall be no assignment by Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
    - (b) Consultant hereby agrees not to assign the payment of any monies due Consultant from City under the terms of this Agreement to any other

individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Consultant directly to Consultant.

17. Compliance With Law. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to

modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.
30. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White,  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Christine C. Charitar 4/17/2025  
Christine C. Charitar Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

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

Addresses:

City:  
City of Fresno  
Attention: John Ellis,  
Government Affairs Manager  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-7902  
E-mail: john.ellis@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

Covino Smith & Simon ,  
Inc.

Signed by:  
By: Jennifer Covino 4/17/2025  
Name: Jennifer Covino

Title: President  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: Christofer J. Smith 4/17/2025  
Name: Christofer J. Smith

Title: Vice President and Secretary  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

Consultant:  
Covino Smith & Simon Inc.  
Attention: Jennifer Covino,  
President and Owner  
1155 15th Street NW, Suite 405  
Washington DC 20005  
Phone: (617) 869-0193  
E-mail: jen@covinosmithsimon.com



## EXHIBIT A

### SCOPE OF SERVICES

#### **Consultant Service Agreement between City of Fresno (City) and Covino Smith & Simon Inc. (Consultant)**

#### Lobbying Representation for all relevant Federal Agencies and Departments

Covino Smith & Simon Inc. -- formerly Simon & Company -- has served as the City of Fresno's federal advocates since 1987, where it has advanced the City's legislative, regulatory, and funding priorities working in conjunction with City officials. The firm is proud of the strong intergovernmental partnerships and positive outcomes that its efforts have yielded on behalf of the City and its constituents over the decades of work together. Covino Smith & Simon, Inc. is a boutique intergovernmental affairs firm based in the District of Columbia. We specialize in federal representation for units of local government including cities, counties, and other public agencies. Our firm provides expertise across public policy areas covering the full range of concerns to cities from the built environment to the human capital of a community. Our services include legislative monitoring and advocacy, regulatory analysis, identification of federal funding opportunities and consultation throughout the application process, federal budget and appropriations requests including Congressionally Directed Spending or Community Project Funding requests, engagement in coalition-building activities, and drafting executive-level communications to articulate federal policy positions.

Our clientele is limited to units of local government and special district governments. Our clients include city and county governments; transportation agencies such as Metropolitan Planning Organizations (MPOs), transit agencies, paratransit service providers, and a statewide transportation association; housing authorities; redevelopment agencies; and local education agencies (LEAs). We work directly with city managers, mayors, county executives, council members, school superintendents, police and fire chiefs, transportation and housing agency executives, and other key staff to formulate effective advocacy strategies. Our staff functions as part of a team with local elected officials and public administrators that represents the local government. We educate the Executive and Legislative Branches to advance local priorities, including your policy positions, programs, and projects.

After thirty-eight years of business, we are proud of our measurable achievements in helping clients to secure federal resources including direct fiscal relief, discretionary grants, earmarks now known as Congressionally Directed Spending (CDS) or Community Project Funding (CPF), tax credits, technical assistance, and credit assistance. We have a long track record of advancing clients' appropriations or authorizations requests during the budget process, ensuring that formula and discretionary dollars keep flowing to address local needs. We have also helped our clients to secure favorable outcomes with legislative language, program authorizations, and regulatory solutions.

Our firm began operations as Simon & Company, Inc. in October 1987, and we have been in business continuously since that time. The company was founded by Len Simon,

former President and current Senior Advisor to the firm. Jennifer “Jen” Covino is the current President and Owner of the firm. She took over operations and ownership of the firm effective January 1, 2019 when Len stepped down as President, sold the business, and transitioned to the role as Senior Advisor. The firm retained its federal Employer Identification Number (EIN) and structure.

The name of the firm was amended to Covino Smith & Simon, Inc. to reflect that previous transition in leadership by a charter amendment approved by the Government of the District of Columbia Department of Licensing and Consumer Protection effective January 1, 2024. There has been no change in ownership, structure, or management since January 1, 2019. We have retained the same federal EIN.

The firm has four (4) full-time employees: Jen Covino, President; Yvonne “Aly” Hernandez, Senior Associate; Sommer Sison, Associate; and Stephanie Carter McIntosh, Administrator. All four (4) Full Time Employees (FTEs) are located in our Washington, DC office. Jen Covino, Aly Hernandez, and Sommer Simon are federally registered lobbyists. Stephanie Carter McIntosh oversees administrative functions. Biographies for the Project Team are included later in this proposal. The firm has professional service agreements with formal paid consultant and pro-bono advisors, including David Gellman, Senior Advisor, and Len Simon, Founder of the firm. David Gellman is a part-time consultant based in California who provides strategic guidance to clients on their appropriations requests and transportation and infrastructure projects. Len Simon is a pro-bono consultant based in New York who is available upon request to provide historic context for clients.

## Services

We understand that the federal government plays a significant role in determining the future wellbeing and prosperity of local communities like Fresno. Our team is grateful for the collaborative relationships that we have developed with local elected officials and federal decision-makers on both sides of the aisle, working with Republican and Democratic policymakers alike to advance a variety of community-based projects and initiatives. We believe that a bipartisan approach can most effectively deliver these results for your residents. Our team will work to maintain and enhance your intergovernmental partnership with the Administration and Congress to promote the interests of your residents, regardless of which party controls the Executive and Legislative Branches of the federal government. Our primary responsibility is to support the mission of the City of Fresno by working to advance legislative, regulatory, and funding priorities working in partnership with the Administration and your Congressional delegation. Our comprehensive advocacy strategies utilize the following work streamsto advance the federal priorities of local elected officials and public administrators:

1. Intergovernmental Relations: Establishing or enhancing your relationships with the Administration, Members of Congress, and other appropriate stakeholders or influencers
2. Legislative Monitoring and Advocacy: Tracking bills throughout the legislative process,

articulating positions, and working with Members of Congress, staff, and coalitions to influence language or outcomes

3. Regulatory Analysis: Reviewing proposed rule makings, assessing and communicating potential local impact, and drafting and submitting public comments

4. Federal Funding Opportunities: Identifying federal resources including grants, earmarks, tax credits, and credit assistance available to advance local projects or initiatives, offering consultation to local staff throughout the application process, and advocating for proposals

5. Coalition Building Activities: Working with nonpartisan organizations, particularly intergovernmental associations, in support of or in opposition to legislative or regulatory proposals

6. Executive Communications: Drafting communications on behalf of the Mayor, Council Members, or the City Manager to articulate positions on federal developments, announce local initiatives, or respond to national matters of concern to cities

We will maintain a base of operations for local elected officials and staff here in Washington, DC with access to our office space located just north of the White House. Our team will coordinate federal advocacy activities taking place here in the nation's capital. We are also available to travel to Fresno or elsewhere in support of federal advocacy or local initiatives upon request. That may include briefings to the City Manager, Mayor, and City Council or meetings with department-level staff.

## Intergovernmental Relations

We believe that our first and foremost responsibility is to help establish or enhance your relationships with federal officials within the Executive and Legislative Branches. Facilitating these connections is essential for advancing the federal priorities of a local government. Working with Members of Congress and their staff on Capitol Hill, we will support our clients' advocacy efforts throughout the formulation, modification, or adoption of federal legislation. Working with the Administration and federal agencies, we can support our clients' efforts informing regulations or the implementation of federal policies and programs. Our team will coordinate meetings with intergovernmental partners here in Washington, back in California, or elsewhere throughout the United States, upon request throughout the year. Our team will draft itineraries for your consideration, submit meeting requests, and organize discussions with decisionmakers at mutually convenient times. Prior to those meetings, we are happy to provide a full briefing with context on the political landscape and to delegate roles and responsibilities for each meeting. Our staff will help throughout meetings, coordinating logistics, organizing transportation, and taking notes for follow up items. Virtual meetings are commonplace in the post-pandemic workforce, providing more timely, immediate access to federal officials when appropriate.

## Executive Branch

President Donald J. Trump, the 45th President of the United States, was reelected in November 2024 and inaugurated as the 47th President of the United States in January 2025, coming back to the White House with a Republican "trifecta" aligning governance

across the Executive and Legislative Branches. With a majority in both chambers of Congress, President Trump, Vice President JD Vance, and the Administration are well positioned to implement a sweeping “America First” policy agenda domestically and abroad.

The firm has enjoyed productive working relationships with Democratic and Republican Administrations alike over the past three decades, including our engagement with the previous Trump Administration from 2017-2021. Our team will seek to establish productive relationships with key policymakers in the Executive Branch, especially those with our intergovernmental counterparts and political appointees in the White House and across the federal agencies. Our team has worked closely with three Democratic administrations and four Republican administrations since the founding of our firm in 1987.

Our team will work to ensure that the City of Fresno is well positioned working with the Executive Branch to pursue federal resources and policy objectives that support the needs of your local community. Our work with the Executive Branch typically focuses on educating the White House and federal agencies on city priorities, applying for federal grant and financial assistance programs, assessing the impact of executive actions on local government operations and constituents, responding to proposed regulations and policy directives, troubleshooting any administrative challenges that may arise, supporting the coordination of any federal response to emergency situations, and collaborating whenever possible to amplify shared goals and highlight the importance of the intergovernmental partnership. Examples of this important work with the Executive Branch are included later in this proposal.

## Legislative Branch

It is an honor to support your relationships with the Congressional delegation and their staff representing the City of Fresno. Our team is responsible for communicating local priorities to Members of Congress, legislative staff, and schedulers here in Washington and back in District Offices in California. Those activities include the preparation of legislative language for inclusion in bills, the development and submission of Community Project Funding or Congressionally Directed Spending requests through the annual budget and appropriations process, and the submission of requests for letters of support to accompany federal grant applications submitted to federal agencies. We will work with Members and their staff to advance favorable legislative outcomes. Our team will also ensure that your delegation is aware of your efforts pursuing any federal resources in support of local projects or initiatives.

Our firm has a long history of collaboration with the California Congressional delegation, particularly with Members of Congress who represent the Central Valley. The delegation has experienced significant transitions in recent years. Our team has established relationships with the newest members of the California Congressional delegation who represent the City of Fresno, including the new junior Senator representing the Golden State and new members of the House. We look forward to continuing to foster positive

connections with your elected members in both chambers of Congress on behalf of the city.

### Senator Alex Padilla (D-CA)

Senator Alex Padilla serves as the senior senator representing the State of California. He was first elected in November 2021 to fill the vacancy created by the election of former Vice President Kamala Harris on the ticket with former President Joseph Biden. Senator Padilla was seated in January 2021. The Senator has participated in the submission of Congressionally Directed Spending requests over the past several years. Currently, Senator Padilla has the following committee assignments during the 119th Session of Congress:

- Senate Committee on the Judiciary, which has jurisdiction over legislation, resolutions, messages, petitions, and memorials. Within the committee, he serves as Ranking Member of the Subcommittee on Immigration, Citizenship, and Border Safety.
- Senate Committee on the Budget, which has jurisdiction over the budget development, providing a framework for congressional action on spending, revenue, and debt-limit legislation.
- Senate Committee on Environment and Public Works, which has jurisdiction over natural and built environment oversight and legislation concerning protection, conservation, and utilization. Within the committee, he serves on the Subcommittee on Fisheries, Water, and Wildlife, the Subcommittee on Clean Air, Climate, and Nuclear Innovation and Safety, and the Subcommittee on Transportation and Infrastructure.
- Senate Committee on Energy and Natural Resources, which has jurisdiction over issues related to energy development; parks and public lands; water; and the territories. Within the committee, he serves on the Subcommittee on Energy, the Subcommittee on Public Lands, Forests, and Mining, and the Subcommittee on Water and Power.
- Senate Committee on Rules and Administration, which has jurisdiction over the system of U.S. Senate rules. He serves as the Committee's Ranking Member.
- Joint Committee on the Library, which oversees the Library of Congress, the Congressional Research Service, and related activities.
- Joint Committee on Printing, which oversees the operations of the U.S. Government Publishing Office (GPO).

### Senator Adam Schiff (D-CA)

Senator Adam Schiff represents the State of California. He was first elected in November 2024 and was seated in January 2025. In 2000, the Senator was first elected to the U.S. House of Representatives representing communities in Southern California. He served as Chairman of the House Permanent Select Committee on Intelligence as well as a member of the House Committee on the Judiciary, the House Committee on Foreign Affairs, and the House Appropriations Committee.

This will be Senator Schiff's first time participating in the submission of Congressionally Directed Spending requests to the Senate Appropriations Committee, but he previously submitted Community Project Funding requests to the House Appropriations Committee

during his tenure in the other chamber. Senator Schiff currently has the following committee assignments during the 119th Session of Congress:

- Senate Committee on the Judiciary, which has jurisdiction over legislation, resolutions, messages, petitions, and memorials. Within the committee, he serves as Ranking Member of the Subcommittee on Intellectual Property. He also serves on the Subcommittee on The Constitution, the Subcommittee on Privacy, Technology, and the Law, and the Subcommittee on Antitrust, Competition Policy, and Consumer Rights.
- Senate Committee on Environment and Public Works, which has jurisdiction over natural and built environment oversight and legislation concerning protection, conservation, and utilization. Within the committee, he serves as Ranking Member of the Subcommittee on Fisheries, Water, and Wildlife. He also serves on the Subcommittee on Transportation and Infrastructure and the Subcommittee on Clean Air, Climate, and Nuclear Innovation and Safety.
- Senate Committee on Agriculture, Nutrition, and Forestry, which has jurisdiction over agriculture, food, nutrition, forestry, and rural development, including the Farm Bill. Within the committee, he serves on the Subcommittee on Conservation, Forestry, Natural Resources, and Biotechnology and the Subcommittee on Commodities, Derivatives, Risk Management, and Trade.
- Senate Committee on Small Business and Entrepreneurship, which has oversight of the Small Business Administration (SBA), consideration of non-SBA legislation, and study of American Small Businesses.

#### Congressman Tom McClintock (R — CA-05)

Representative Tom McClintock represents the 5th Congressional District of California. He was first elected in November 2008 and seated in January 2009. The 5th Congressional District includes northern central Fresno with a southern boundary running along CA-41/Shaw Avenue. The Representative does not participate in the submission of Community Project Funding requests. Representative McClintock currently has the following committee assignments during the 119th Session of Congress:

- House Committee on Judiciary, which has jurisdiction over the administration of justice within the federal courts. Within this committee, he serves as Chairman of the Subcommittee on Immigration Integrity, Security, and Enforcement and member of the Subcommittee on the Constitution and Limited Government.
- House Committee on Natural Resources, which oversees issues related to natural resources, public lands, and wildlife. Within this committee, he serves on the Subcommittees on Federal Lands and Subcommittee on Water, Wildlife, and Fisheries.
- House Committee on Budget, which has jurisdiction over the development of the annual budget resolution.

#### Congressman Vince Fong (R - CA-20)

Representative Vince Fong represents California's 20th Congressional District. He was first elected in a special election held to fill the vacancy left by former House Speaker Kevin McCarthy on May 21, 2024 and was seated later that month. The 20th Congressional District encompasses parts of Fresno County, including a sliver of northeastern Fresno that includes California State University at Fresno (Fresno State), as well as areas of Kern, Kings, and Tulare counties. Representative Fong has participated in the submission of Community Project Funding requests. During the 119<sup>th</sup> Session of Congress, he serves on the following committees:

- House Committee on Transportation and Infrastructure, which has jurisdiction over all modes of transportation, aviation, waterborne transportation, and infrastructure projects. Within this committee, he serves on the following subcommittees: Highways and Transit Subcommittee; Railroads, Pipelines, and Hazardous Materials Subcommittee; and Water Resources and Environment Subcommittee.
- House Committee on Science, Space, and Technology, which has jurisdiction over nondefense federal scientific research and development. Within this committee, he serves on the following subcommittees: Research and Technology Subcommittee and Space and Aeronautics Subcommittee.

Congressman Jim Costa (D — CA-21)

Representative Jim Costa represents California's 21st Congressional District. He was first elected in November 2004 and seated in January 2005. Due to redistricting, Congressman Costa previously represented the 20th Congressional District from 2005 to 2013 and the 16<sup>th</sup> Congressional District from 2013 to 2023. The current 21st Congressional District includes parts of Fresno and Tulare counties. His district encompasses most of the City of Fresno including downtown and critical infrastructure like Fresno Yosemite International Airport. Representative Costa has historically participated in the submission of Community Project Funding requests. During the 119<sup>th</sup> Session of Congress, he serves on the following committees:

- House Committee on Agriculture, which has jurisdiction over federal agriculture policy, food safety, and rural development. Within this committee, he serves as the Ranking Member of the Subcommittee on Livestock, Dairy, and Poultry, and as a Member of the Subcommittee on Forestry and Horticulture.
- House Committee on Foreign Affairs, which oversees the foreign policy agencies of the U.S. government, including the Department of State, and assesses legislation related to international relations. Within this committee, he serves on the Subcommittee on Europe.

## Central Valley Region

Our team maintains good working relationships with the rest of the Congressional delegation representing the San Joaquin Valley as district boundaries. Some lawmakers have represented the City of Fresno itself in previous elected offices or in prior iterations of their Congressional districts as boundaries have shifted over the years. Nevertheless, their support remains important to ensuring regional cooperation in federal advocacy efforts.

## Congressman Adam Gray (D — CA-13)

Representative Adam Gray represents California's 13th Congressional District. He was first elected in November 2024 and seated in January 2025. The district includes all of Merced County and portions of Stanislaus, Madera, San Joaquin, and Fresno counties, including Fresno County with district boundaries located to the west side of the City. As a freshman member of Congress, Representative Gray has not yet participated in the submission of Community Project Funding requests, but his staff indicated that he plans to do so. Representative Gray serves on the following committees in the 119th Congress:

- House Committee on Agriculture, which has jurisdiction over federal agriculture policy, food safety, and rural development. Within this committee, he serves on the Subcommittees on Commodity Markets, Digital Assets, and Rural Development; Forestry and Horticulture; and Livestock, Dairy, and Poultry.
- House Committee on Natural Resources, which oversees issues related to natural resources, public lands, and wildlife. Within this committee, he serves on the Subcommittees on Water, Wildlife, and Fisheries; and Oversight and Investigations.

## Congressman David Valadao (R — CA-22)

Representative David Valadao represents California's 22nd Congressional District. He was first elected in November 2012 and seated in January 2013. He has represented different Congressional districts in California due to redistricting over the years. Initially, he served California's 21<sup>st</sup> Congressional District from 2013 to 2019 and again from 2021 to 2023. The district includes areas of Fresno, Kern, Kings, and Tulare counties, including portions of the City. Representative Valadao has participated in the submission of Community Project Funding requests in the past. The Representative currently has the following committee assignments in the 119th Session of Congress:

- House Committee on Appropriations, which has jurisdiction over federal discretionary spending. Within this committee, he serves on the Subcommittees on Agriculture, Rural Development, Food and Drug Administration, and Related Agencies; the Subcommittee on Defense; and the Subcommittee on the Legislative Branch, which has jurisdiction over funding for the House of Representatives, the Capitol Police, the Congressional Budget Office, and other related agencies.
- Joint Committee on the Library, which oversees the Library of Congress, the Congressional Research Service, and related activities Legislative Monitoring and Advocacy Our legislative monitoring and advocacy are key components of our operations.

Our team reviews the websites of Senate and House leaders, individual Members of Congress, and Congressional committees daily. We regularly review the schedule and other materials circulated by House and Senate leadership to anticipate what is on the agenda and which pieces of legislation are likely to see action. Our staff are subscribed to press alerts from all Members of the California delegation. We maintain subscriptions like Congressional Quarterly (CQ) for legislative alerts, enabling our staff to communicate the latest developments rapidly.



Throughout the session, our team will monitor key pieces of legislation of concern and provide real-time updates on bills of interest to the City of Fresno. We are happy to provide analysis of major pieces of legislation under consideration on Capitol Hill and assess how any measure will impact municipal operations. We monitor key House and Senate committee hearings and markups in real time. Our staff will review proposed amendments submitted to House or Senate committees and communicate any concerns.

If the City take a position on a bill, our team will draft communications to express your stance on provisions of the legislation, articulate your overall position to the delegation, and work to garner support for outcomes that will be favorable to the City of Fresno and your constituents. We will track any bills of interest throughout the process of consideration from committee to the floor of each chamber. We will also share any Statements of Administration Policy (SAP) from the White House to anticipate whether or not the White House will support the legislation if passed by both chambers.

Given the slim majorities in both chambers at the start of the 119th Session of Congress, we anticipate that Republican leaders will make use of the budget reconciliation process to advance President Trump's policy agenda with only a simple majority to circumvent the filibuster that requires 60 votes to file cloture of legislation considered in normal order in the Senate. The House and Senate must pass the same budget resolution to unlock the reconciliation process that would require only a simple majority for passage.

Congressional leaders intend to utilize budget reconciliation to advance a measure with significant fiscal implications that will focus on defense, homeland security and border enforcement, and potentially tax reform in 2025. The Tax Cut and Jobs Act of 2017 has many provisions set to expire in 2026. Lawmakers must act to reauthorize those provisions they hope to maintain sometime during this calendar year.

The House and Senate currently have competing visions for how to utilize the reconciliation process. The Senate resolution is more limited in scope, focusing on defense, homeland security, and the judiciary. It does not include tax instructions. Senate Republican leadership intended to pursue a two-step process and tackle tax reform at a later time. President Donald Trump prefers the House approach to "one, big, beautiful bill." Notably, the House resolution includes \$4.5 trillion instruction to the House Ways & Means Committee to pursue tax reform. It also calls for at least \$2 trillion worth of spending cuts over the next decade. It increases the debt ceiling by \$4 trillion.

This reconciliation legislation, if passed and enacted into law, will have widespread implications for city government operations and the ability to advance local priorities and projects. Our team will communicate important developments throughout the reconciliation process and encourage City officials to engage when appropriate to do so. It will be important for lawmakers to utilize this opportunity to preserve critical municipal finance tools, such as the tax-exempt status of municipal bonds, and to hopefully provide new or improved incentives to facilitate the development of affordable housing and promote economic development.

Next year, lawmakers will have to reauthorize a number of expiring laws. Looking ahead, the legislative agenda will likely include work on the surface transportation reauthorization with the successor to the Infrastructure Investment and Jobs Act, the Farm Bill, the Water Resources Development Act, and Export-Import Bank reauthorization all set to expire by the end of 2026. We will be sure to track important developments as lawmakers begin their work in earnest.

## Regulatory Analysis

The regulatory process has become increasingly important for units of local government to shape federal policy in recent years. Over the past decade, Executive Branch has explored the boundaries of its constitutional powers to advance its policy agenda – at times as a result of political stalemate or lack of political will to address challenges on Capitol Hill in recent history. In response to that expansion, the Trump-Vance Administration is pursuing a whole-of-government deregulatory agenda to alleviate unnecessary burdens on the American public and state and local government partners. President Trump, in his first months back in office, has issued a series of more than 100 Executive Orders (EOs) and other actions. The President issued a memorandum entitled Regulatory Freeze Pending Review instructs federal agencies to pause rulemakings promulgated by the Biden Administration, while an Order entitled Unleashing Prosperity through Deregulation (EO 14192) requires that at least ten prior regulations be identified for elimination for each new regulation issued.

The Administration is working with the Department of Government Efficiency (DOGE) led by Elon Musk to advance its deregulatory agenda, pursuant to an Order entitled Ensuring Lawful Governance and Implementing the President's "Department of Government Efficiency" Deregulatory Initiative (EO 14219).

The Executive Order entitled Unleashing American Energy (EO 14154) provides direction for deregulation in the areas of infrastructure, energy, and environment. The Order instructs a variety of agencies to “eliminate all delays within their respective permitting processes.” Pursuant to the Order, the White House Council on Environmental Quality (CEQ) issued an Interim Final Rule (IFR) removing previous regulations implementing the National Environmental Policy Act (NEPA) from the Code of Federal Regulations (CFR), effectively leaving the implementation of the statute to individual federal agencies. At the departmental level, Transportation Secretary Sean Duffy has pledged to “work to reduce the red tape that slows critical infrastructure projects” at the U.S. Department of Transportation (DOT). Interior Secretary Doug Bernum and Energy Secretary Chris Wright have issued Secretarial Orders at their respective agencies to streamline permitting for energy development and strengthen the U.S. electric grid, pursuant to a directive to “use all possible authorities, including emergency authorities, to expedite the adjudication of Federal permits” to enhance energy development. The U.S. Environmental Protection Agency (EPA) recently outlined its deregulatory initiative labeled the “Powering the Great American Comeback” initiative with a specific pillar for “Permitting Reform, Cooperative Federalism, and Cross-Agency Partnership.”

The Trump Administration has expressed a commitment to pursuing regulatory improvements in the areas of clean air and water policies impacting the State of California, particularly areas of oversight and operations overseen by EPA and the Bureau of Reclamation (USBR). In February, EPA Administrator Lee Zeldin asked Congress to review three Biden Administration preemption waivers that have allowed California to set its own emissions standards for new motor vehicles. Any attempts by the legislative branch to nullify the waivers through its Congressional Review Act (CRA) authority may be subject to litigation as the Government Accountability Office (GAO) has argued that the waivers are considered “orders,” rather than “rules,” but the Administration will still likely test the boundaries of the law.

On water policy, an Executive Order entitled Emergency Measures to Provide Water Resources in California and Improve Disaster Response in Certain Areas (EO 14181) directs the U.S. Department of the Interior (DOI) and the U.S. Department of Commerce (DOC) to implement actions consistent with “No Action Alternative” in the Final Environmental Impact Statement (EIS) for the Long-Term Operation (LTO) of the Central Valley Project (CVP) and State Water Project (SWP). A memorandum issued by President Trump entitled Putting People Over Fish: Stopping Radical Environmentalism to Provide Water to Southern California outlines initiatives to bolster the state’s water supply to support wildfire mitigation efforts. Another Order entitled Declaring a National Energy Emergency (EO 14156) includes provisions to streamline permitting for water infrastructure projects administered by the U.S. Army Corps of Engineers (USACE).

Our team monitors the Federal Register and federal agency websites for proposed rules and actions and determines how those regulatory changes will impact local government operations and the community. If there is a public comment process established to provide feedback to the Administration, we would be happy to draft formal responses on your behalf and ensure that your Congressional delegation is aware of any concerns with or support for those policy directives from the Executive Branch. Effective public comments will utilize both quantitative and qualitative evidence to clarify impact and articulate concerns. We look forward to supporting the City’s responses to the Administration’s regulatory (or deregulatory) agenda.

## Federal Funding Opportunities

### Congressionally Directed Spending or Community Project Funding

Earmarks have returned to serve as an additional source of federal funding for local projects and initiatives beyond the traditional grantmaking process. After a decade-long moratorium, lawmakers in the House and Senate agreed to restore earmarks as part of the Fiscal Year (FY) 2022 budget and appropriations process. Our team has worked directly with our clients, including Fresno elected officials and administrators, advising on potential project concepts for submission as well as the formal submission of those requests. Our consultation has resulted in those units of local government securing more than \$85 million worth of total federal assistance over three annual rounds of funding since the reinstatement of the earmark process during FY 2022.

These requests are now formally known as Community Project Funding (CPF) requests in the House of Representatives and Congressionally Directed Spending (CDS) requests in the Senate. The budget and appropriations process now offers an accessible pathway for units of state and local government and nonprofit organizations to directly compete for federal funds through a competitive process overseen by the House and Senate Appropriations Committees. Representatives may submit up to fifteen (15) requests per Congressional District to the House Appropriations Committee, while Senators are not subject to a cap on the number of requests they may submit to the Senate Appropriations Committee. Following that vetting by Members of Congress, selected projects are then reviewed by the Appropriations Committees to ensure eligibility requirements with each corresponding spending bill and account. House lawmakers were able to request earmarks under eligible accounts in seven of the twelve annual spending bills in the FY 2024 cycle, while Senators could access earmarks in nine out of the dozen bills. CPF and CDS projects included in the House and Senate spendings bills respectively must ultimately be included in the final spending agreements reconciled between the two chambers for sponsors to secure those federal dollars.

During the first round in FY 2022, our team worked with 11 different clients to secure \$19 million worth of federal funding for 14 different projects in the Consolidated Appropriations Act, 2022 (P.L. 117-103). In FY 2023, our team worked with 12 different clients to successfully advance 18 projects that were included in the Consolidated Appropriations Act, 2023 (P.L. 117-328), securing a total of approximately \$44.8 million worth of federal assistance. In FY 2024, our team helped secure \$21.5 million worth of federal funding for 14 projects that were included in the recently enacted Consolidated Appropriations Act, 2024 (P.L. 118-122) on behalf of 11 clients. Those success stories include a number of projects submitted by the City of Fresno or Fresno Yosemite International Airport. We have enjoyed having the opportunity to advise City staff throughout the appropriations process and to advocate for CPF and CDS requests prioritized by the Mayor's Office and City Manager. In FY 2022, selected projects in the Consolidated Appropriations Act, 2022 included \$2 million for the FAT Terminal Expansion and Safety Enhancement Project; \$665,000 for the Urban Heat Island Mitigation and Edible Food Rescue and Distribution Project; and \$300,000 for the Advance Peace Fresno – Violence Prevention and Intervention Program. The following year, the Consolidated Appropriations Act, 2023 included a \$1 million allocation for the City's Tiny Homes Housing Solutions Project and \$4.4 million for the FAT Runway 11L-29R Reconstruction Project. Most recently, the Consolidated Appropriations Act, 2024 provided \$1,466,279 for the City of Fresno Airport Terminal Expansion project.

All Community Project Funding (CPF) and Congressionally Directed Spending (CDS) requests were excluded from the Full-Year Continuing Appropriations and Extensions Act, 2025 (H.R. 1968). At that time, the City of Fresno had multiple pending requests that had been sponsored by the Congressional delegation and successfully included in draft versions of spending bills. Despite a setback in the Fiscal Year (FY) 2025 appropriations process, we expect that lawmakers will push for restoring earmark funding in FY 2026 cycle and beyond given the bipartisan support for these projects.

Federal Grants

Our team reviews federal discretionary grant opportunities administered by the Executive Branch that may be of interest to support local projects and programs in the City of Fresno daily. We produce memoranda on those opportunities several times a week in response to notices published by the federal agencies. Our team identifies programs that could be well-aligned with local initiatives and offers consultation throughout the application process. This includes the provision of guidance on how to develop a competitive proposal that is responsive to the evaluation criteria put forth in the Notice of Funding Availability/Opportunity (NOFA/NOFO) or Request for Proposals (RFP). We are also glad to serve as your initial peer reviewer, offering guidance on the narrative, providing additional useful data points, and editing drafts of the proposal to improve its content.

Once a locality decides to pursue federal grant dollars, we will establish an advocacy and engagement strategy in support of that application package. We coordinate with the Congressional delegation, working with Congressional staff to draft letters of support and securing signatures from Members, if willing. We will make Congressional offices aware of the timelines established by each federal agency for each program being pursued to inform their communications with the Administration.

As we identify grant opportunities that align with our clients' needs, we believe that direct engagement with the Administration regarding forthcoming applications is critical. We have a keen understanding of what each Department has to offer for project funding and financing as well as the Administration's discretionary priorities. When possible and permissible, we seek to connect local officials with key federal decision makers in person to discuss any forthcoming proposals. These meetings serve as an opportunity to highlight the project's merit and anticipated public benefit on the community and surrounding region.

The City of Fresno has enjoyed good success in securing federal discretionary grants, particularly from programs authorized by the Infrastructure Investment and Jobs Act in recent years. Those federal investments made by the U.S. Department of Transportation include: \$400,000 to develop a Vision Zero Action Plan from the Safe Streets and Roads for All (SS4A) Grant Program; \$7.1 million from the Federal Aviation Administration (FAA) Airport Terminal Program; and \$17.36 million from the Federal Transit Administration (FTA) Low or No Emissions Vehicle Program.

Of particular concern to the City, the California High-Speed Rail Authority (CHSRA) has received significant federal investments from the U.S. Department of Transportation (DOT) and the Federal Railroad Administration (FRA), including a recent \$3 billion award to support the construction of the Inaugural Segment, including Fresno Station. We will work to ensure that the City is engaged in thoughtful discussions with the Trump-Vance Administration following Transportation Secretary Sean Duffy's announcement of the initiation of a review of the Authority and the segment currently under construction throughout the San Joaquin Valley.

Looking ahead, President Trump and his Cabinet will likely apply discretionary criteria to the Congressional statutes governing administration of federal grant programs to advance

policy objectives. From early Secretarial Orders issued across various federal agencies, we understand that the Trump-Vance Administration will prioritize competitive awards for projects that: support families, particularly those with young children; serve residents of Opportunity Zones; demonstrate rigorous cost-benefit analysis and utilize data-driven approaches; utilize user-pay models, ensure fiscal responsibility, and complete construction, operations, and maintenance of facilities without additional federal financial support; and require local compliance or cooperation with federal immigration enforcement. The Administration will also ensure that proposed scopes of work ensure compliance with the following Executive Orders and Memoranda:

- Executive Order 14148, Initial Rescissions of Harmful Executive Orders and Actions
- Executive Order 14154, Unleashing American Energy
- Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- Secretarial Order 2100.7, Ensuring Reliance Upon Sound Economic Analysis in Department of Transportation Policies, Programs, and Activities
- Secretarial Memorandum on Implementation of Executive Orders Addressing Energy, Climate Change, Diversity, and Gender Continued federal investment can advance the City's goals of promoting affordable housing development, ensuring public safety, and modernizing transportation and infrastructure systems to support population and economic growth and attract business and talent. Our team will communicate any new developments associated with grant program requirements and conditions to ensure that Fresno remains well-positioned to seek funding opportunities that arise. We look forward to working with City staff throughout the development and submission of applications for federal financial assistance and any subsequent advocacy efforts in support of those proposals.

### Coalition Building Activities

Coalition building is critical to advancing legislative priorities through both chambers of Congress.

Outside of our direct work with the federal government, we rely on our long-established relationships with bipartisan or nonpartisan national associations, intergovernmental organizations, external stakeholders, and industry. These connections provide us with policy expertise and strong supporting evidence from a diverse collection of voices involved in federal advocacy here in Washington, DC. As your federal consultant, we consider it our professional responsibility to maintain close relationships with colleagues in this far-reaching network. Oftentimes, we work in concert with intergovernmental associations to amplify calls for legislative action.

Our team enjoys close relationships with the U.S. Conference of Mayors (USCM) and the National League of Cities (NLC). We also work on behalf of members of the National Association of Counties (NACo) and the National Association of Regional Councils (NARC). We attend meetings and conferences organized by these intergovernmental

organizations regularly, maintaining meaningful connections with their leadership and staff. We are glad to share your priorities to inform the agendas of these organizations or to draft policy resolutions for the consideration of members for potential inclusion in official platforms.

In our history as a firm, we have provided staffing assistance to several local elected officials who were elected to serve in leadership of those organizations, including as President of USCM or NLC.

Those officers include: Salt Lake City Mayor Deedee Corradini as USCM President (1998-1999); Salt Lake City Mayor Ralph Becker as NLC President (2012-2013); Louisville Mayor Greg Fischer as USCM President (2020-2021); Tacoma Mayor Victoria Woodards as NLC President (2022-2023); and Rancho Cordova Mayor David Sander, PhD as NLC President (2023-2024). We are happy to support Mayor Dyer in his service to the U.S. Conference of Mayors as an elected member of the Board of Trustees.

Our team also participates in conferences and networking opportunities hosted by policy-specific advocacy organizations to maintain an up-to-date perspective on legislative happenings. These various forums provide us with a great opportunity to gain insight, exchange best practices, and participate in coalition-building efforts that are critical to advancing the shared federal priorities of local governments. We consider maintaining these connections across policy areas as part of our professional responsibility. Examples of those member organizations include the American Public Transportation Association, the International Association of Firefighters, the National Alliance to End Homelessness, the National Low-Income Housing Coalition, and various organizations representing law enforcement. We also maintain working relationships with policy-specific advocacy organizations serving mayors specifically.

When appropriate, we will align interests with these partners at intergovernmental organizations, national associations, or in industry to amplify our advocacy for local governments and calls for action of lawmakers. Activities include circulating sign-on letters, drafting policy resolutions, and joining calls upon Congress or the Administration to act in favor of local governments. Our staff will continue to make city officials aware of advocacy opportunities led by nonpartisan or bipartisan coalitions that are well aligned with local objectives.

## Executive Communications

In our work representing the interests of cities and counties, we are responsible for drafting effective communications on behalf of local government representatives to federal officials to articulate positions or concerns regarding legislative and regulatory proposals. Our staff oversee the writing of executive communications for various private or public audiences. Examples of typical federal advocacy products may include drafting letters to Members of Congress or the Administration to articulate positions on federal issues; sending invitations to federal officials requesting their presence or participation in local events; preparing Congressional written and oral testimony for appearances before House or Senate Committees; writing letters of support on behalf of a client or a

community partner to accompany federal grant applications or Congressionally Directed Spending or Community Project Funding requests; and drafting public comments responding to Notices of Proposed Rulemakings published by federal agencies within the Executive Branch and submitting those comments to Regulations.gov for public review in official dockets. In preparation for meetings with federal officials, our team can prepare talking points and other briefing materials.

Our team has experience dealing with national and local press on behalf of our clients. We are happy to coordinate with press to prepare for interviews and develop effective responses to questions. Our staff have prepared op-eds for publication in national or local news outlets to amplify messages of support or concern related to federal legislative, regulatory, or funding developments. In preparation for interviews, our team can develop talking points and background materials.

Given our knowledge working solely on behalf of local governments, we are happy to advise on the development of policy at the local level, such as municipal ordinances. We are able to share best practices from other communities who have similar experiences on any given issue of concern responding to local, national, or global events.

As mentioned, our team prepares clients for appearances before Congressional committees in the Senate and in the House of Representatives, which are unique opportunities for local officials to highlight their positions and inform the legislative process. We are happy to draft oral and written testimony for witnesses upon request. Our staff will advise clients on the content of their oral and written testimony and how to structure their remarks and accompanying materials for submission to House or Senate Committees most effectively. Recent examples of our work on behalf of our clients include preparation for the following hearings:

- Tacoma Public Schools Superintendent Dr. Joshua Garcia testifying before the Senate Health, Education, Labor, and Pensions Committee in a hearing entitled “Why Are So Many American Youth in a Mental Health Crisis? Exploring Causes and Solutions” on June 6, 2023;
- City of Tacoma Mayor Victoria Woodards testifying before the House Oversight and Reform Committee in a hearing entitled “From Recession to Recovery: Examining the Impact of the American Rescue Plan’s State and Local Fiscal Recovery Funds” on March 1, 2022;
- City of Madison Mayor Satya Rhodes-Conway testifying before the House Select Committee on the Climate Crisis in a hearing entitled “Building Climate Resilient Communities” on June 11, 2021;
- Louisville Metro Government Mayor Greg Fischer testifying before the Senate Environment and Public Works Committee in a hearing entitled “Infrastructure: The Road to Recovery” on June 4, 2020;
- Salt Lake City Mayor Jackie Biskupski testifying before the House Energy and Commerce Subcommittee on Environment and Climate Change in a hearing entitled “Lessons from Across the Nation: State and Local Action to Combat Climate Change” on April 2, 2019; and
- Carmel Mayor James Brainard testifying before the House Energy and Commerce



Subcommittee on Environment and Climate Change in a hearing entitled “Lessons from Across the Nation: State and Local Action to Combat Climate Change” on April 2, 2019.

Project Team Lead staffing responsibility for this work plan will be under the direction of Jen Covino, President, serving as the Project Manager and the primary point of contact. As President of the firm, she currently serves as primary liaison with the Administration and Members of Congress.

Jen will direct and oversee all activities performed on behalf of the City of Fresno with assistance from full-time staff Aly Hernandez and Sommer Simon and part-time consultation from David Gellman. Jen will serve as the principal adviser to elected officials and staff.

Jen has served our local government clients since joining as an Associate in 2011. She was promoted to Director of Intergovernmental Affairs in 2013 and Vice President in 2018. As the lead advocate for the cities, counties, and public agencies we represent, Jen provides strategic advice to local elected officials and public administrators, while functioning as their liaison to Congress and the Administration. As President, Jen manages our legislative advocacy, regulatory analysis, strategic partnerships, and coalition-building activities. She identifies federal grants, tax credits, financial assistance and other resources available to support local projects and programs. Her policy focus areas include transportation and infrastructure, community and economic development, housing, public safety, homeland security, the arts, social impact bonds, and municipal finance. With Jen’s guidance, our clients have successfully submitted applications to leverage more than \$1 billion in total public and private investment in transportation, infrastructure, and housing over the past decade. Those federal grants catalyzed additional investments in neighborhood revitalization, small business, and creative place-making. Jen has spent nearly a decade advancing the priorities of local governments in the nation’s capital, following previous roles in transportation planning and sustainability.

She started her career at TranSComm serving the South End corridor of the City of Boston, Massachusetts as a Communications Associate. In that role, she oversaw grant administration and public engagement. A proud Bostonian, Jen received a Bachelor of Arts from Boston University. She relocated to the District to attend the George Washington University Trachtenberg School of Public Policy and Administration. She graduated with a Master of Public Administration with concentrations in Community Development and Public-Private Partnerships in 2013 as a member of Pi Alpha Alpha.

Aly Hernandez, Senior Associate, will serve as the third member of the Project Team. Aly joined Covino Smith & Simon as an Associate in August 2021. Her legislative portfolio focuses on human capital and soft infrastructure at the federal level. This includes issues related to justice and public safety, housing and homelessness, climate and environment, education, and workforce development. Aly oversees drafting of the Washington Friday Report, a review of federal developments related to these policy areas and other news from Washington, DC.

Prior to joining the firm, Aly served as the External Affairs Manager for Mayor Quinton D. Lucas in Kansas City, Missouri and as Community Liaison for Congressman Emanuel Cleaver, II (MO-05).

In the Mayor's Office, Aly worked to advance the administration's priorities: improving public safety, providing affordable housing, and improving basic city services. In the Congressman's Office, Aly worked on legislative correspondence and casework with the U.S. Departments of Housing and Urban Development, Veterans Affairs, Homeland Security, Justice, and State. Aly holds a master's degree in public administration from the University of Missouri – Kansas City Bloch School of Management. She has two Bachelor of Arts degrees from the University of Missouri in Criminal Justice & Criminology and French Language & Literature. Aly is a proud graduate of the 2021 Congressional Black Caucus Institute Political Bootcamp.

Finally, the Project Team will include Sommer Sison, who joined Covino Smith & Simon as an Intergovernmental Associate in February 2024. In this role, she supports the development and implementation of advocacy strategies for the firm's clients by monitoring legislation and regulations, conducting policy analysis, and communicating impacts for local governments. She oversees a portfolio that includes the Departments of Health and Human Services, Agriculture, Homeland Security, Justice, and Veterans Affairs. Those policy areas include public health, behavioral health and mental health, substance use, agriculture, nutrition assistance, emergency management, disaster preparedness, veterans' affairs, immigration, public safety, and gun violence. Prior to Covino Smith & Simon, Sommer worked on Capitol Hill as a Legislative Intern for a member of the Appropriations Committee. During her time working for Representative Josh Harder (CA-9), she gained firsthand experience of the legislative process by conducting health policy research and attending briefings on various issues.

Before her entrance into government affairs, she worked as a public health professional for Sonoran UCEDD and PHIMC where she took part in reducing health inequities in Arizona and Illinois, respectively. Sommer obtained her Bachelor of Science degree in Public Health, with minors in Government and Public Policy, from the University of Arizona. She was a member of Delta Gamma and the Public Health Undergraduate Network.

David Gellman, Senior Advisor, first joined our team as an Associate in January 2019. He oversees a legislative and regulatory portfolio including federal budget and appropriations, transportation and infrastructure, energy and environment, telecommunications, commerce, and climate. Through the appropriations process, David tracks timelines and requirements for the application process for individual Representatives and Senators to solicit and submit constituent requests for Community Project Funding or Congressionally Directed Spending to the House and Senate Appropriations Committees respectively seeking federal funding for local projects.

David also oversees drafting of the firm's weekly Infrastructure Update to review relevant legislative and regulatory developments and funding opportunities available at the federal

level. Prior to joining our firm, David served in a number of legislative roles on Capitol Hill and in the private sector. During his time working for the U.S. Congress, David served as a Legislative Aide for Congressman Raúl Grijalva of Arizona, the Chair of the House Natural Resources Committee, and as Deputy Scheduler and Staff Assistant for Former Congressman Ted Deutch of Florida. As a former Congressional staffer, David maintains good working relationships with his former colleagues on Capitol Hill.

Outside of his work at Simon and Company, David serves as President of the Breakthrough Miami Alumni Network. He holds a Master of Public Administration from the George Washington University Trachtenberg School of Public Policy and Public Administration, where he graduated as a Bryce Harlow Fellow and a member of Pi Alpha Alpha. He also holds a Bachelor of Arts with a major in Government and minor in Spanish from Georgetown University.

Stephanie Carter McIntosh, a native Washingtonian, is the firm's Administrative Manager, effectively serving our clients for more than 20 years. In that role, she oversees our accounts payable and receivable and the distribution of our monthly invoices to clients. Stephanie oversees our accounting and compliance with applicable federal, state, and local laws and ordinances.

She provides administrative support to our clients and our professional staff. She provides daily reviews of press releases from local newspapers and press releases from the California delegation to ensure that the Project Team is aware of local developments. She assists with event planning and logistics when clients travel to Washington. Stephanie previously held positions at the Library of Congress and HQ Business Centers. She is an active member of her son's Parent Teacher Association, the MaMa Sisterhood of Prince George's County, and her church where she serves on the hospitality committee. She enjoys volunteering in community events. Stephanie is a graduate of Virginia State University with a Bachelor of Psychology.

The Project Team will work collaboratively with city administrators and elected officials to advance your federal agenda. Team members are available to respond to your needs and inquiries 24 hours a day, seven days a week. Jen will serve as the primary point of contact and directing responses.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **Consultant Service Agreement between City of Fresno (City) and Simon and Company Inc. (Consultant)**

[Lobbying Representation for all relevant Federal Agencies and Departments]

### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession. Architect’s and engineer’s coverage is to be endorsed to include contractual liability.

### **MINIMUM LIMITS OF INSURANCE**

Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**  
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
  - (i) \$1,000,000 per claim/occurrence; and,
  - (ii) \$2,000,000 policy aggregate.

### **UMBRELLA OR EXCESS INSURANCE**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) Consultant shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or

by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents, and volunteers.

If the Professional (Errors and Omissions) policy is written on a claims-made form:

The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

1. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five year discovery period.
2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
3. A copy of the claims reporting requirements must be submitted to City for review.
4. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice by certified mail, return receipt requested, has been given to City. Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of

cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

#### **VERIFICATION OF COVERAGE**

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

## EXHIBIT C

### DISCLOSURE OF CONFLICT OF INTEREST

Lobbying Representation for all relevant Federal Agencies and Departments

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>* If the answer to any question is yes, please explain in full below.</p>			

Explanation: N/A

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☐ Additional page(s) attached.

Signed by:

*Jennifer Covino*

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Signature

4/17/2025

Date

Jennifer Covino

Name

Covino Smith & Simon, Inc.

Company

1155 15th Street NW Suite 405

Address

Washington, DC 20005

City, State Zip