

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

THIS AGREEMENT is made and entered into effective the 1st day of May 2017 by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and SIMON AND COMPANY, INC., (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional legislative affairs and intergovernmental relations services for working with the federal government in Washington, D.C., hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a federal lobbyist 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 (hereinafter referred to as "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, 2020, with the option of two one-year extensions, 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 One hundred ninety-four thousand, nine hundred ninety-nine and eighty-eight hundredths (\$194,999.88). 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) 7 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 and litigation expenses) 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 his/her designee at any time and in his/her 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:

- (i) 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.
- (ii) 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.
- (iii) 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 his/her 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 his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her 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.

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: _____
Bruce Rudd,
City Manager

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

No signature of City Attorney required.
Standard Document #ALL-S 3.0 has been
used without modification, as certified by
the undersigned.

By: _____
John S. Ellis
Government Affairs Manager

Addresses:

CITY:
City of Fresno
Attention: Bruce Rudd,
City Manager
2600 Fresno Street
Fresno, CA 93721-3600
Phone: (559) 621-7775
FAX: (559) 621-7776

Attachments:

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

Leonard S. Simon,
President

By: _____
Name: Leonard S. Simon

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

By: _____
Name: Linda D. Simon

Title: Secretary
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

CONSULTANT:
Simon and Company
Attention: Leonard S. Simon,
President
1660 L Street, Suite 501
Washington, DC 20036
Phone: (202) 659-2229
FAX: (202) 669-5234Legil

Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (“City”)
and Simon and Company (“Consultant”)**

Legislative affairs and intergovernmental relations services

[Describe Scope of Service]

SIMON AND COMPANY

INCORPORATED

Intergovernmental Relations and Federal Affairs

1660 L Street, NW • Suite 501 • Washington, D.C. 20036
(202) 659-2229 • Fax: (202) 659-5234 • Email: len.simon@simoncompany.com

May 1, 2017

Wilma Quan-Schechter
Assistant City Manager
City of Fresno
2600 Fresno Street
Fresno, CA 93721

Dear Wilma:

Enclosed please find Simon and Company's proposed May 2017 – 2020 *Strategy and Action Plan* for the City of Fresno. It has been an honor to work on behalf of the City in Washington, D.C., and I know we will produce good results as part of the federal affairs team in the forthcoming years. I look forward to continued work with the Mayor and his team, the City Manager, you and all the excellent staff in City Hall to help advance the City's federal affairs program.

This is a time of great change, challenge and opportunity in Washington. With the support of the City's superb representatives in both the House and Senate, the strong partnership of we have enjoyed with the Executive Branch in the past, and the new opportunities that may await us in working closely with President Donald Trump and the Administration, there have been good results for the City of Fresno, especially during a period of a renewed national commitment to a federal–municipal partnership. The recent large grants to the City in the areas of transportation and infrastructure, economic development, and public safety underscore how Fresno has benefitted from this relationship-building in a broad number of policy areas. We are pleased to have been a part of these achievements as a member of the Fresno intergovernmental team and look forward to continuing to help plan and promote the City's priorities in Washington.

The participation of Mayor Brand, the City Council, the City Manager, and staff will continue to be very important to the City's success in Washington. We are pleased to contribute toward these efforts to advance your federal legislative and regulatory interests.

Thank you for your time, assistance and consideration.

Best regards,

Len Simon

LEONARD S. SIMON

SIMON AND COMPANY

INCORPORATED

Intergovernmental Relations and Federal Affairs

1660 L Street, NW • Suite 501 • Washington, D.C. 20036
(202) 659-2229 • Fax: (202) 659-5234 • Email: len.simon@simoncompany.com

Consultant Services Agreement for Federal Affairs Assistance

for the

CITY OF FRESNO



MAY 2017 – 2020 STRATEGY AND ACTION PLAN

Submitted to

**Wilma Quan-Schechter
Assistant City Manager**

May 1, 2017

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INTRODUCTION

This *Consultant Services Agreement for Federal Affairs Assistance* is respectfully submitted to the City of Fresno and outlines an approach for continued assistance to the City in its federal affairs representation in the 2017- 2020. It has been our pleasure and honor to provide Washington representation to the City of Fresno for a number of years assisting in the development and implementation of its federal affairs agenda.

Our experience on behalf of Fresno has included a track record of measurable achievements in the areas of grants, appropriations, authorizations, and regulatory and administrative affairs and we hope to be able to continue applying these energies on behalf of the City. In each of these areas we have been part of a team which includes the Congressional delegation, the City's elected leadership, the City Manager, key department heads, and staff.

Simon and Company, Inc. is a firm based in Washington, DC specializing in the field of local government concerns. We provide assistance to clients in the areas of legislative affairs, intergovernmental relations, federal grants and program development, and special projects. Our clients include city and county governments, metropolitan planning organizations (MPOs), special district governments, local education agencies (LEAs), transit agencies, and other instrumentalities of regional and local government.

We are proud of our record in helping local governments to take advantage of opportunities and solve problems within the federal legislative and executive branches. Our many years of experience on their behalf have included a track record of measurable achievements in the areas of grants, appropriations, authorizations, and regulatory affairs. We function as part of a team that includes the Congressional delegation as well as the local government's elected leadership, key managers, department heads, and staff. We have worked directly with mayors, county executives, city managers, chief executive officers, superintendents, police and fire chiefs, and other department heads and key staff to formulate effective advocacy strategies over the past twenty-nine years.

ACTION PROGRAM FOR THE CITY OF FRESNO

The year ahead presents a unique opportunity for the City of Fresno to educate the new Administration in Washington on the unique needs and special qualities of Fresno while continuing to maintain and foster established connections with the City's veteran Congressional delegation and their excellent staff. Towards that objective we will continue to work with City leadership and staff to:

- (1) to develop and refine federal priorities;
- (2) to organize a strategy and compile the information necessary to advance those priorities;
- (3) to function as a liaison to your Congressional delegation and key legislative staff;
- (4) to work with the White House and Executive Branch policymakers on your behalf;
- (5) to coordinate activities with national organizations;
- (6) to schedule meetings in Washington and provide assistance prior to, during, and in follow up to those meetings;
- (7) to provide a steady flow of news and information on the legislative, regulatory, and budgetary processes and assess the impacts of developments on the local level;
- (8) to pursue federal discretionary grant opportunities and to help your staff to develop competitive proposals or applications with compelling narratives;
- (9) to solve administrative problems with federal bureaucracies whenever such issues occur; and
- (10) to provide an office and base of operations for federal activities.

Our approach has been to work closely with senior City officials to develop an action program that forms the basis of our activity. This includes developing a strategic approach as described above, as well as:

Monitoring Developments in Washington

We place a major emphasis in our work on continuous monitoring of developments in Washington which could have an impact on the City. In our daily efforts with the federal agencies and Congress, our goal is to have an overview of all significant actions of the federal establishment which could conceivably make a difference to Fresno and quickly communicate this to the City leadership and then determine appropriate action. One of our principal responsibilities is to have points of contact in all of the agencies and their corresponding committees.

Monitoring developments is a key component of our daily work. For example, we collectively review and examine the Federal Register, Grants.gov, Congressional Quarterly.com, and the websites of over 100 federal agencies, Congressional committees, and Senate and House offices daily for the latest legislative and regulatory developments impacting local governments. We review press materials and notices, and we communicate pertinent information through a variety of methods and formats for you to incorporate that information into your decision-making process.

The *Washington Friday Report* is our weekly update that provides a comprehensive review of the week's legislative and agency activity in the nation's capital, and other issues of importance

to local governments. We cover key movement in the following areas: the legislative agenda in Congress and the annual budget and appropriations process; White House policy directives and initiatives; the federal agencies and key regulatory processes and reforms of concern; stakeholder engagement opportunities; federal grant announcements and additional private or nonprofit resources; best practices, innovative strategies, and lessons learned from other units of state or local governments; summaries of remarks by or discussions with key figures; and other items that may be of interest to policymakers on the ground.

In response to critical unfolding events, we provide our clients with *Special Reports* that cover significant national developments or provide an important update containing information they should see right away. Special Reports offer immediate analysis on news stories including important votes on key pieces of legislation or major grant announcements. We distributed *Special Report: The Trump Budget* just last week.

In the fourth quarter of 2016, we distributed a series of *Presidential Transition and New Congress (PTNC) Reports* covering the results of the November 8th Election and outlining the priorities of the incoming Trump Administration and the 115th Congress, which convened in January 2017. We provided updates on President-elect Trump's appointments to the Cabinet and elsewhere in the Executive Branch. We reviewed and analyzed the President-elect's policy proposals, such as his Infrastructure Plan and its emphasis on public-private partnerships (P3). We forwarded information on the Congressional leadership elections as well as relevant Senate and House Committee Chair and Ranking Member assignments.

Furthermore, we are always alert to other areas which could potentially have a beneficial impact on the City or even pose a possible threat. For example, each year many policy amendments are attached to appropriations measures and we are sure to follow through with City leaders regarding the impact of these provisions. Through our daily monitoring of the federal agencies and the Congress we are able to respond to issues that have a great impact on the City and we look forward to continuing to provide timely updates on key issues of importance to the City of Fresno.

Maintaining an Effective Presence

As mentioned, we believe this year presents a unique opportunity for the City of Fresno to educate its federal partners on local priorities and project proposals. We will work diligently to establish close working relationships with key officials in the Trump Administration. We oversee the scheduling of federal priority meetings with the Administration, federal agencies, the Congressional delegation, key Senate or House committees, national associations, think-tanks, and other contacts of interest whenever City officials are able to visit to Washington to advance the federal agenda. We are proud of our record of connecting local officials with top-level federal decision-makers within the federal agencies. Our local elected officials have had meaningful one-on-one conversations with Cabinet members, Assistant Secretaries, and Deputy Assistant Secretaries on a regular basis, especially during the Obama Administration. We look forward to organizing a series of meetings with the new Administration and the 115th Congress in 2017. We will provide staff assistance and guidance prior to, during, and in follow up to these meetings and discussions.

The Administration

Our staff establishes productive working relationships with key policy makers within the Executive Branch, leveraging our connections with our intergovernmental counterparts within the White House and the federal agencies. Our understanding of the structure of the Administration enables us to identify the most appropriate contacts to meet with to discuss the City's priorities.

It is critical to understand each agency's structure in order to convene meetings and have discussions at an appropriate level. We seek out the officials and staff members who have experience with and an understanding of the issue as well as the oversight authority of related programs and regulations. Sometimes, it is appropriate to request a meeting with a Secretary or Assistant Secretary. Other times, it is more effective to speak directly with the mid-level officials who oversee grant programs or with teams who have dedicated years to research to a specific policy question. Our staff coordinates logistics with the officials themselves or their executive assistants, and we then confirm the meeting and day-of details. We produce and distribute briefing materials to appropriate staff in advance of the meetings, so that all involved parties are adequately prepared for a high-level discussion of the issue at hand. We address any questions or concerns have before the meeting. Our staff will attend the federal priority meetings to provide support and assistance. We follow up with those who were in attendance, thanking them for their time.

In the past, we have been able to coordinate in-person visits by Cabinet Members and Deputy Secretaries. These visits provide an unprecedented opportunity to showcase projects and programs in your community and to demonstrate the impact of effective federal-local partnerships. We also work to coordinate in-person visits by Senators and Representatives while they are at home for in-district work periods.

Congressional Delegation

We have been pleased to work regularly and effectively with the Fresno congressional delegation on behalf of the City and their support and assistance has been most helpful. Senator Dianne Feinstein and Representatives Jim Costa, Devin Nunes, and David Valadao have been tireless advocates for important Fresno projects and priorities over the years. Their cooperative spirit was most recently evidenced in the successful advancement of legislation to address the drought conditions that have adversely affected the Central Valley region of California, including Fresno, over the past several years. We look forward to establishing a close working relationship with newly elected Senator Kamala Harris and her legislative staff here in Washington, DC in the weeks and months ahead during her first term as the junior Senator representing the State of California. We are grateful to work with them and their staffs.

Intergovernmental Organizations, National Associations, and Other Stakeholders

We leverage relationships with national intergovernmental organizations such as the US Conference of Mayors (USCM), the National League of Cities (NLC), and the National Association of Regional Councils (NARC) to amplify and advance localities' legislative or regulatory positions. We attend these organizations' meetings events regularly, providing us with a great opportunity to learn lessons and best practices from other cities and counties. We also work with organizations including: (1) the American Public Transportation Association (APTA); (2) Transportation 4 America (T4); (3) Smart Growth America (SGA); (4) the National Association of Clean Water Agencies (NACWA); (5) the National Community Development Association (NCDA); (6) the National Association of Housing and Redevelopment Officials

(NAHRO); (7) Americans for the Arts; (8) the Brookings Institution; (9) the National Association of Clean Air Agencies (NACCA); and (10) the Airports Council International. As your "Washington office", we consider it a professional responsibility to maintain a close relationship with this far-reaching network, which is a tremendous asset.

City Officials in Washington

The Mayor, City Manager, Council Members, and key staff have traveled to Washington to pursue the City's federal affairs agenda with considerable success. We believe that city officials can make a dramatic difference to our overall efforts on their behalf by these Washington meetings and hope these trips will continue in the future.

Federal Budget Issues

We will continue to partner with national associations, including USCM, as well as other industry stakeholders to amplify those calls in support of increased federal assistance to local government needs. Looking ahead to the new Trump Administration, we will work to ensure that policymakers preserve the traditional federal partnership in providing both funding and financing as they seek to incorporate new public-private partnerships or tax credits as proposed in the early summaries of the President's infrastructure plan. Simon and Company, Inc. has a long track record of successfully advancing clients' appropriations and authorizations requests during the annual Federal Budget Process, and we will continue to provide support for the City of Fresno in that capacity.

Promoting the City's Agenda

Promoting the City's agenda requires a multi-faceted and continuous approach. Basic elements include: (1) Ongoing discussions with City leadership and staff to finalize priority activities; (2) Continued meetings with the Fresno Congressional delegation to review priority project status and assess the potential for their success in the coming months; and (3) Regular liaison through telephone, email, fax, and memorandum on progress made on the various project areas including: (a) suggestions of the specific roles to be played by City officials; and (b) information resources which will need to be developed.

A Communications System with City Hall

We function as the "Washington Office" for the City providing a base in the nation's capital and offering a wide variety of services. In addition to regular information and updates on a full range of issues, we also provide the City with the weekly Washington Friday Report, an overview of the week's developments and other useful items. The City receives email, faxes, or direct mail from us an average of several times a week or more and we are also in regular telephone contact. We also provide Grant Opportunity notices usually several times a week.

Federal Formula-Based and Discretionary Grants

We will ensure that the City of Fresno captures all federal formula-based revenues that are available to its members. Simon and Company has considerable expertise in working with key formula-based funding programs. This includes: (1) working to support critical programs' funding levels from the process leading to the introduction of the President's budget through the annual Congressional budget process; (2) working with the agencies involved on the

administrative rules governing the distribution of these funds; (3) assisting local governments when there are problems with the flow or use of these programs which have to be resolved at the agency level; and (4) working to support these programs when they are attacked from the outside. We are proud of the federal funding our local government clients have been successful in obtaining during the years we have worked for them. We have always done so as part of a team which has included local elected officials, senior managers in government, congressional members and staff and agency officials. During the earmark era, our clients enjoyed great success in that area, but they have also been successful in competitive discretionary grants.

We will ensure that the City of Fresno is well positioned to secure discretionary federal funding to support ongoing efforts and future projects or initiatives. We monitor key federal publications daily and review Requests for Proposals (RFPs), Notices of Funding Availability (NOFAs), Notices of Funding Opportunities (NOFOs), and other announcements. We will seek out opportunities that are well-aligned with the objectives of your programs and projects. Then, we will establish The City of Fresno’s eligibility to apply for those resources as a direct grant recipient, a sub-recipient, or in partnership with other eligible entities in the region or state. During the application process, we will work with staff to clarify the Administration’s annual program priorities; subsequently, we will help staff to develop a compelling, competitive proposal that is responsive to the evaluation criteria as outlined in the notices inviting applications. We will work with the Congressional delegation and your other community partners to develop letters of support for those federal grant applications.

FRESNO ACCOMPLISHMENTS TO DATE AND FUTURE OPPORTUNITES

The table below provides a representative sample of successful discretionary grant awards made to the City of Fresno and its key regional or community partners during recent years.

***Table: Representative Federal Grant Awards
Fiscal Years 2009-2016***

Federal Agency	Federal Grant Program	Fiscal Year	Federal Assistance
Department of Transportation Federal Railroad Administration	California High-Speed Rail Funding	2010- 2011	\$6,250,000,000
Department of Transportation Office of the Secretary	TIGER – Fulton Mall	2013	\$15,924,620
Department of Transportation Federal Highway Administration	Transportation, Community, and System Preservation Program (TCSP)	2012	\$1,000,000
Department of Transportation Federal Transit Administration	Capital Investment Grants (CIG) Program – Small Starts Funding for BRT	2015	\$16,970,000
Department of Transportation Federal Transit Administration	Bus Livability Grant	2012	\$2,450,000
Department of Commerce Economic Development Administration	Strong Cities, Strong Communities (SC2)	2012	\$1,000,000
Department of Commerce Economic Development	Economic Development Assistance Programs: Public Works or	2012	\$95,000

Administration	Economic Adjustment Assistance		
Department of Commerce Economic Development Administration	Economic Development Assistance Programs: Public Works or Economic Adjustment Assistance	2016	\$3,000,000
Department of Justice Office of Community Oriented Policing Services	Community Policing Grants	2009	\$10,235,445
Department of Justice Office of Community Oriented Policing Services	Community Policing Grants	2011	\$496,606
Department of Justice Office of Community Oriented Policing Services	Community Policing Grants	2015	\$1,875,000
Department of Energy	EECBG	2010	\$4,603,600
Environmental Protection Agency	Brownfields Area-Wide Planning Grant	2015	\$175,000
Department of Housing and Urban Development	Lead Hazard Reduction Demonstration Grant Program	2011	\$2,375,000
Department of Housing and Urban Development	Lead-Based Paint Hazard Control in Privately-Owned Housing	2011	\$100,000
Department of Interior	WaterSMART	2015	\$980,439
National Endowment for the Arts	Promotion of the Arts	2013	\$150,000
Department of Agriculture	Emergency Community Water Assistance Grants	2015	\$500,000

The following section provides a summary of those funded projects as well as an overview of some important areas where the Fresno agenda might focus in order to build upon these recent successes.

Transportation

During the Obama Administration, we worked to forge an excellent working relationship between the City of Fresno and the senior leadership of the U.S. Department of Transportation (DOT). This included numerous visits between elected officials and DOT leadership including former Secretary Ray LaHood, former Secretary Anthony Foxx, and modal administrators. Along with the hard work of many City officials, this relationship yielded excellent benefits to the City for the High-Speed Rail project as well as Fresno FAX and the Bus Rapid Transit project. Among the transportation highlights have been: (1) regional high speed rail funding which totals \$3.7 billion but is centered in Fresno and the Central Valley; (2) full funding of the City's \$16 million request for federal assistance through the TIGER discretionary grant program to support the Fulton Mall project; (3) completion of a full funding grant agreement for the BRT project through the Small Starts Program; (4) approval by the Federal Transit Administration of \$2.45 million for the FAX Bus Livability Grant; (5) funding for road projects through earmarks through the Appropriations process prior to the moratorium following FY 2010 as well as through the American Recovery and Reinvestment Act; (6) federal and state approval of a Targeted Hiring Program for high-speed rail system that benefits workers in economic distressed areas. In this context, we also worked with the same stakeholders to expedite FAA's decision to

permit the restoration of new flights from Mexico to the U.S. We have been working to ensure that Customs and Border Patrol (CBP)

We will continue to work advocate for robust, long-term surface transportation infrastructure investment through formula and discretionary funding. In December 2015, Congress passed and President Barack Obama signed the *Fixing America's Surface Transportation Act* (Pub. L. No. 114-94), known as the FAST Act. The law authorized \$305 billion in federal spending between Fiscal Years (FY) 2016 through 2020 for programs administered by the U.S. Department of Transportation to support highways, public transportation systems, rail systems, motor vehicle and motor carrier safety, hazardous materials safety, and programs focused on innovation, research, and technology. The long-term surface transportation bill provides critical certainty and confidence for both state and local governments to move forward with large-scale projects with this federal partnership in place in the years ahead.

The FAST Act establishes and funds new programs that seek to improve mobility on U.S. highways, ease congestion, better facilitate the movement of people and goods, support job growth and economic development, accelerate project delivery, and promote innovation and research. The FAST Act develops a new National Multimodal Freight Policy, apportions funding through the National Highway Freight Program, and authorizes a new discretionary grant program for Nationally Significant Freight and Highway Projects (FASTLANE Grants). We encourage The City of Fresno to pursue the federal dollars available through the competitive FASTLANE program and other competitive grant programs authorized under the FAST Act.

Secretary of Transportation Elaine Chao provides robust professional experience, in both the public and private sector, at the helm of the Department. She understands the critical role of the federal government in partnership with state and local officials during the transportation planning process. Secretary Chao previously served as Deputy Secretary of Transportation from 1989 to 1991 under the first Bush Administration, and then as Secretary of Labor for two terms from 2001 to 2009 during the second Bush Administration. We look forward to working with her and her staff on your behalf as the Administration develops its highly-anticipated infrastructure investment package in the months ahead.

Housing and Community Development

We worked to ensure that the City has enjoyed a productive working relationship with the Department of Housing and Urban Development. Major accomplishments have included the following: (1) City of Fresno participation in the Sustainable Communities program, a by-product of the HUD-DOT-EPA Partnership for Livable Communities; (2) substantial HUD funding for Fresno under the Recovery Act; (3) work with HUD on issues in connection with City's Community Development Block Grant and HOME funding; (4) City participation in other HUD discretionary programs such as Veterans Assistance for Supportive Housing (VASH); and (4) interaction with HUD on a regular basis once it became the managing agency for Strong Cities, Strong Communities. We will seek to replicate this productive relationship with new HUD Secretary Ben Carson and his team.

Strong Cities, Strong Communities

During the Obama Administration, the City of Fresno was included as one of the six cities in the 2011 initiation of the interagency "Strong Cities, Strong Communities" (SC2) initiative. The efforts of the federal agencies involved in SC2 yielded great results by breaking down the silos

across the federal agencies participating in the program and providing the City with direct access to federal officials who can assist Fresno in meeting strategic goals and objectives. Additional program funds which have come to Fresno from other federal agencies with the assistance of the SC2 process have been a \$95,000 grant to help expand the Fresno region's food manufacturing industry from the Economic Development Administration; a Building Neighborhood Capacity Program grant (one of only four cities nationwide) to transform older neighborhoods; \$1 million FTA TCSP grant; EPA technical assistance through the Brownfields Program to complete an Implementation Plan for an Urban Garden in West Fresno, as well as selection for IBM Smarter Cities Challenge and others.

Public Safety

Fresno has faced ongoing challenges to fully fund the needs of its law enforcement over the years. One of the positive developments, though, has been the revival of the Community Oriented Policing Services (COPS) Hiring Program (CHP) that began under President Clinton, was dormant for many years thereafter, and was then restarted under the Obama Administration. Fresno received one of the largest grants of any city in the country, \$10.2 million of 100% federal funding for police officers in the first distribution of COPS hiring funds, once the program was restarted. The Fresno Police Department received an additional \$1,875,000 in CHP funding to support another 15 police officer positions in FY 2015. The City has also received numerous additional grants including: (1) COPS Child Sexual Predator Program (CSPP) funding \$496,606 FY 2011-13; (2) Violence Against Women Formula Grants funding \$243,645 FY 2009; (3) Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding \$1,678,636 FY 2009. President Trump and Attorney General Jeff Sessions have indicated that law enforcement will be a top priority of this Administration.

We will work with Department of Homeland Security (DHS) Secretary John F. Kelly to maintain level funding to provide support for local fire and police departments and the public safety, disaster mitigation, emergency management, and counter-terrorism activities they oversee to promote security in Fresno. To date, the City has received sizeable grant awards through the DHS Staffing for Adequate Fire and Emergency Response (SAFER) program to support local fire safety initiatives, including \$236,880 in federal assistance in FY 2012.

Energy and Environment

During the Obama Administration, Fresno took full advantage of new federal funding under the Energy Efficiency and Conservation Block Grant (EECBG) Program, receiving a total of \$4,603,600 for the following activities: (1) Sustainable Fresno Strategy Enhancement and Development; (2) Building Energy Audit Program; (3) Revolving Loan Fund Administration; (4) Building Retrofits Program; (5) Zoning Code Update & Implementation; and (5) Renewable Technology Implementation Program.

In recent years, the federal response to the drought was of the utmost concern to the City of Fresno and greater Central Valley region. The City worked with its regional partners to promote new water storage, increased capacity, and efficient operations. We will continue to advocate for robust federal investment in water infrastructure as the Administration implements the key provisions of the Feinstein-McCarthy package that was passed by the 114th Congress to promote drought relief in December 2015. We will continue our work with the Department of Interior (Interior) Bureau of Reclamation (Bureau) and the Department of Commerce (DOC) National Oceanic and Atmospheric Administration (NOAA) to ensure that the implementation of the

legislation is carried out as intended by Congress, which will result in greater flows of water to the region whenever possible.

Additionally, brownfields redevelopment and clean air have already been referenced by Environmental Protection Agency (EPA) Administrator Scott Pruitt as a top priority of the Trump Administration moving forward. We will seek out those additional resources to build upon the planning activities supported by the \$175,000 in federal assistance that the City received through an EPA Brownfields Area-Wide Planning Grant in FY 2015.

SUMMARY

As noted above, these have been representative examples of the achievements which have resulted from the City's vigorous engagement in federal affairs. Our work participates in the process through: (1) daily oversight of the activities and initiatives of federal agencies and communicating these developments to city staff; (2) regular liaison with key offices in federal agencies to inform them of Fresno interest in their funding programs; (3) organization of the agenda's and itineraries of city officials when they travel to Washington, including briefings prior to meetings, participating in meetings and follow-up; (4) regular interaction with the City's House and Senate Congressional delegation members and their staffs; and (5) assisting the City in its relationship with national organizations such as the U.S. Conference of Mayors.

Those policy areas outlined above have been major priorities in recent years, and we strongly recommend maintaining our focus on those items moving forward in 2017. However, there are always additional opportunities particularly when there is a new Congress and Administration with changed objectives. We look forward to continuing to work with the City towards achieving accomplishments in these areas and on developing new projects and new approaches to achieving the City's goals and objectives.

Because federal assistance for city governments is constantly evolving, the staffing to make sure that the City has a productive relationship with its federal partners must be equally nimble. As Administrations and Congresses have changed over recent years, and earmarks first grew enormously and then disappeared, we have sought to ensure that the City of Fresno is constantly at the center of developments in Washington, helping to shape the policies when possible and always in a position to seek the resources available to move City goals and objectives forward. We look forward to continuing to help obtain good results for the City of Fresno in its federal affairs and thank the City for the opportunity to have done so over the years.

PROPOSED 2017 BUDGET

The total budget for the work above will be \$194,999.88 for the three year period of May 1, 2017 to April 30, 2020. This will be billed at a \$5083.33 per month, plus a ceiling of \$4,000 annually for reimbursable expenses. **This represents a zero increase over the current fee paid to Simon and Company, Inc. for federal affairs assistance.**

CONCLUSION

It is a great honor to work in Washington on behalf of the City of Fresno. We look forward to continuing to work closely and successfully with Fresno's leadership in the dynamic and changing years ahead. We will continue to search for new opportunities in this evolving

landscape on behalf of the City of Fresno as we have in the past. We believe that strong representation in Washington is a vital component in achieving the City's federal priorities.

Thank you for this opportunity. Please contact us if you have any questions. We look forward to talking with you soon.

Exhibit B

INSURANCE REQUIREMENTS **Consultant Service Agreement between City of Fresno ("CITY")** **and Simon and Company ("CONSULTANT")** Legislative affairs and intergovernmental relations services

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.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for 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 on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her 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 his/her 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 related 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 Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) 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 (5) year discovery period.
3. 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 (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. 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 (30) 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 (15) calendar days prior to the expiration date of the expiring policy.

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 his/her 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

Legislative affairs and intergovernmental relations services

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input 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 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 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 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 type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

 Signature

 Date

 (name)

 (company)

 (address)

Additional page(s) attached.

 (city state zip)