

**FIRST AMENDMENT TO CONSULTANT AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effective upon execution by both parties (Effective Date), amends the agreement between the CITY OF FRESNO (the City), and Covino Smith & Simon, (formerly Simon and Company, Inc.) (Consultant).

**RECITALS**

WHEREAS, the City and the Consultant entered into a consultant services agreement (Agreement) on May 17, 2022, to provide compensation for professional Lobbying representation for all relevant Federal Agencies and Departments; and

WHEREAS, the Agreement expires on April 20, 2024.

WHEREAS, the City and the Consultant desire to extend the term of the Agreement to April 20, 2025, and increase Consultant's compensation to \$70,200 per year.

**AGREEMENT**

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

1. The term of the Agreement is extended to April 20, 2025.
2. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this amendment 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 Amendment, shall be null and void.
3. Except as otherwise provided herein, the Agreement entered into by the City and Consultant on May 17, 2022, remains in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE.]

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

CITY OF FRESNO,  
A California municipal corporation

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Tricia Herrera 4/5/2024  
Tricia Herrera  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

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](mailto:john.ellis@fresno.gov)

Attachment:  
1. Agreement

Covino Smith & Simon

DocuSigned by:  
By: Jennifer Covino 4/4/2024  
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Name: Jennifer Covino  
Title: President  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

DocuSigned by:  
By: Christofer J. Smith 4/4/2024  
B9D320F73F1D4ED...

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

Consultant:  
Covino Smith & Simon  
Attention: Jennifer Covino  
President and Owner  
1155 15<sup>th</sup> Street NW Suite 405  
Washington DC 20005  
Phone: (202) 659-2229  
E-mail: [Jen@covinosmithsimon.com](mailto:Jen@covinosmithsimon.com)

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

THIS AGREEMENT is made and entered into, effective on 5/17/2022, by and between the CITY OF FRESNO, a California municipal corporation (City), and Simon and Company, Inc. (Consultant).

**RECITALS**

WHEREAS, City desires to obtain professional lobbying, consulting, legislative, administrative and regulatory representation services for 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, 2024, 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 \$129,999.92. 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.

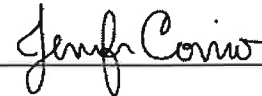
[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

DocuSigned by:  
By:  5/17/2022  
4B59C02BA27443071  
Georgeanne White,  
City Manager

Simon and Company,  
Inc.

By:   
Name: Jennifer Covino

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  4/20/22  
Date  
Angela M. Karst  
Deputy City Attorney


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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
TODD STERMER, CMC  
City Clerk

DocuSigned by:  
By:  5/17/2022  
C19AFC0859C0CF424...  
Bernard Caney  
Deputy

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

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

Consultant:  
Simon and Company Inc.  
Attention: Jennifer Covino,  
President and Owner  
1660 L Street NW, Suite 501  
Washington DC 20036  
Phone: (202) 659-2229  
E-mail:  
jennifer.covino@simoncompany.com

Attachments:

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

## EXHIBIT A

### SCOPE OF SERVICES

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

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

##### Introduction

This Proposed Scope of Services for Federal Lobbying Services is respectfully submitted to the City of Fresno, California. It has been an honor to provide these professional services to Mayor Jerry Dyer, the City Council, City Manager Georgeanne White, and the City's team. As your federal advocates since 1987, our team appreciates having the opportunity to help to serve your constituents and work on your behalf in partnership with federal policymakers here in the nation's capital. Thank you for your consideration of this proposal to provide continued representation moving forward, serving as your federal advocates and liaisons to the Administration, the United States Congress, national associations, and other relevant stakeholders in Washington, DC. Our team will work hard to ensure that an effective intergovernmental partnership yields good outcomes for the City of Fresno moving forward.

##### Company Information

Simon and Company, 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 at the local level. Our firm began operations in December 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 Simon and Company, Inc. She took over operations and ownership of the firm effective January 1, 2019. We are registered as a Subchapter 8 Corporation in Washington, DC. Our physical office address is located at 1660 L Street NW, Suite 501 Washington, DC 20036.

Our firm specializes in federal affairs consultation for intergovernmental clients at the local level in the areas of legislative advocacy, regulatory affairs, federal grant opportunities, Congressionally directed spending requests, budget and appropriations requests, external coalition-building activities, and other strategic initiatives. Our clients include city and county governments; transportation agencies, including Metropolitan Planning Organizations (MPOs), transit agencies, paratransit service providers, and a statewide transportation association; housing authorities; redevelopment agencies; local education agencies (LEAs); and other units of regional or local government.

We have worked directly with city managers, mayors, county executives, council members, superintendents, police and fire chiefs, transportation and housing agency executives, and other key municipal staff to formulate effective advocacy strategies. We function as part of a team that includes the elected officials and public administrators

representing a local government to educate the Executive and Legislative Branches and advance your federal priorities.

Our firm has five (5) employees: Jen Covino, President; David Gellman, Strategic Advisor; Aly Hernandez, Intergovernmental Associate; Stephanie Carter McIntosh, Manager of Special Projects; and Len Simon, Senior Advisor. Four (4) employees are Full Time Employees (FTEs) located in our Washington, DC office. Jen Covino, David Gellman, and Aly Hernandez are federally registered lobbyists. Len Simon is a part-time consultant based out of New York.

After thirty years of business, we are proud of measurable achievements in helping our clients to secure federal resources, direct fiscal relief, discretionary grants, cooperative agreements, earmarks, tax credits, technical assistance, legislative language, program authorizations, and favorable regulatory outcomes. Our team is grateful for the bipartisan, collaborative relationships we have developed with federal decision-makers on both sides of the aisle, working with Republican and Democratic policymakers alike to advance a wide variety of community-based projects and initiatives. We have provided more information on our qualifications below.

## Overview

The proposal outlines how we will provide federal lobbying services to the City of Fresno. Our primary responsibility is to support your organization's mission and goals by advancing your legislative, regulatory, and funding priorities in partnership with the Administration, the Congressional delegation, and other stakeholders. As your advocates, we will work to ensure that your federal platform is responsive to developments unfolding in Washington, DC. Our team members will Overviewserve as your liaison to lawmakers on Capitol Hill and decisionmakers throughout the White House and federal agencies.

We will provide a base of operations for your activities in the nation's capital, functioning as "the Washington Office" of the City of Fresno. In that regard, we have the responsibility to undertake the following activities on your behalf:

1. Work with the Mayor and City Council, City Manager, and other designated staff to develop a federal platform, identify opportunities, and coordinate efforts;
2. Analyze legislative and regulatory developments, communicate anticipated impacts, and organize the City's response and strategy;
3. Provide regularly scheduled updates either in-person or virtually, as requested, and through our regular updates, the Washington Friday Report, grant memos, and other responses to answer your inquiries;
4. Serve as a daily liaison to the Congressional delegation representing Fresno and the State of California and work with their staff to advance legislative goals;
5. Educate the White House and key policymakers within the Executive Branch by facilitating direct discussions with city officials to highlight local initiatives, advocate for projects, and solve regulatory issues whenever those occur;



6. Organize agendas and logistics and provide staffing assistance during meetings with the Administration and Congress during your visits here in Washington, DC and elsewhere;
7. Identify discretionary funding opportunities that may be of interest and advise your staff or grant writers to develop competitive proposals seeking resources in support of local projects;
8. Advance federal budget and appropriations requests to maintain or increase formula dollars and secure Congressionally-directed spending requests supporting your programs and initiatives;
9. Share best practices and innovative approaches from other municipalities; and
10. Coordinate activities with nonpartisan intergovernmental groups, national organizations, and other stakeholders to advance shared policy goals or objectives.

### Project Team

The Project Team will offer strategic guidance to the Mayor and City Council, City Manager, and other designated staff supporting the City of Fresno. Our team emphasizes a collaborative approach to our federal advocacy, and we believe that our staff should function as an extension of your team and the organization. We will work with city officials to develop a platform of legislative, regulatory, and funding requests that is responsive to current events and political circumstances for the consideration of the Mayor and Council. Our foremost responsibility is to work with your federal partners in the Administration and the United States Congress to advance those priorities and secure resources in support of your initiatives.

For the purposes of this Scope of Services, there will be four key personnel serving as members of the Project Team for the City of Fresno. The Project Team will be Jen Covino, David Gellman, Aly Hernandez, and Stephanie Carter McIntosh. Jen, David, and Aly will offer their professional services as federally registered lobbyists. Stephanie will provide administrative support. All members of our Project Team are on call and available to be responsive to your needs 24 hours a day, seven days a week. See below for a review of team roles and responsibilities. Resumes for each team member are included in Appendix B to highlight our roles and responsibilities within the firm, as well as our knowledge gained from our previous experiences.

Jen will function as the Project Manager. As President of the firm, she will serve as the primary liaison between the City of Fresno and the Administration and Members of Congress. She will be the primary advisor to city officials. She is available to brief the Mayor, Council, and municipal administration virtually or in-person in Washington or by your request in Fresno.

The remainder of the team includes David, Aly, and Stephanie. David will serve as the secondary point of contact between the city and federal agencies or Congressional offices. He will advise city officials on policy areas within his portfolio of subject matter expertise and submit budget and appropriations requests from the city with guidance and oversight from Jen. David and Aly will work jointly to monitor legislation and regulations

of concern to the organization. Aly will offer consultation on any federal issues under her portfolio. David, Aly, and Stephanie will coordinate meetings and events with Jen's supervision. Stephanie will provide administrative support to city staff, overseeing our billing and monthly invoices.

Project Manager: Jen Covino, President (Primary)

Lead staffing responsibility for this work plan will be under the direction of Jen Covino, President, serving as the Project Manager. Jen will direct and oversee all activities performed on behalf of the City of Fresno with assistance from David Gellman and Aly Hernandez. Jen will serve as the principal adviser to the Mayor and Council, City Manager, and other key staff. She will serve as the primary liaison to the Administration as well as the Congressional delegation and their staff on Capitol Hill.

Jen Covino is the President of Simon and Company, proudly serving our local government clients since joining the firm as an Associate in 2011. She was promoted to the role of Director of Intergovernmental Affairs in 2013 and to the role of Vice President in 2018. As the lead advocate for the cities, counties, special district governments, 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 grants, tax credits, and other resources available to support local projects and programs. Her policy focus areas include transportation and infrastructure, community and economic development, housing, civil rights, public safety and community policing, municipal financing, social impact bonds, and the arts.

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. Those federal grants catalyzed additional investments in neighborhood revitalization, small business, and creative place-making. However, the focus extends beyond the built environment. At the helm of a woman-owned firm, Jen is committed to the mission of advancing equity. We are proud to support local officials' efforts to invest in human capital and help their residents to better realize their full potential through health and human services, education, workforce development, nutrition, and reentry programs.

From June of 2020 through June of 2021, Jen served as lead federal affairs staffer in supporting the past President of the United States Conference of Mayors, Louisville Mayor Greg Fischer. In that capacity, she advised the President on the organization's federal and intergovernmental strategy responding to the coronavirus pandemic and advocating for federal relief for units of state and local government and other public agencies providing essential services in cities nationwide, including the transportation sector. She facilitated discussions between mayors and lawmakers on Capitol Hill, ensuring alignment of policy objectives throughout the legislative process. She coordinated these efforts with other mayoral staff, nonpartisan intergovernmental organizations, and various stakeholders. The collective efforts of many partners ultimately

resulted in securing \$65.1 billion for cities and \$65.1 billion for counties nationwide. Our clients received more than \$2 billion worth of direct federal relief in 2021. Following passage of several various relief packages, Jen worked with USCM staff and Administration officials to interpret guidance from various federal agencies administering newly established programs.

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 a transportation management agency serving the South End corridor of the City of Boston, Massachusetts as a Communications Associate. In that role, she oversaw federal, state, and local grant administration and public engagement efforts with the community and surrounding businesses. Jen served on a team that led the local deployment of E/V charging infrastructure and Hubway, Boston's bikeshare network.

A proud Bostonian, Jen received a Bachelor of Arts from Boston University and 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. She is a member of Pi Alpha Alpha, the National Honor Society for Public Administrators.

Project Team: David Gellman, Strategic Advisor (Secondary)

The Project Team will include David Gellman, Strategic Advisor, as the Secondary Point of Contact. David oversees the firm's transportation and infrastructure policy portfolio as well as federal budget and appropriations requests. He also manages the submission process for Congressionally directed spending requests to Members of Congress. In his work on behalf of City of Fresno, David will support Jen's recommendations and offer consultation, political insights, and technical expertise to inform the city's project and programmatic requests. As a former Congressional staffer, David maintains good working relationships with his former colleagues on Capitol Hill.

David joined our team as an Associate in January 2019. He oversees the firm's legislative analysis as well as our clients' federal budget and appropriations requests. His policy areas of focus include transportation, infrastructure, commerce, telecommunications, energy, natural resources, economic development, and financial services. 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 Congressman Ted Deutch of Florida.

Outside of his work at Simon and Company, he serves on the Board of Directors of the Breakthrough Miami Alumni Network. David 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. He is fluent in Spanish.

Project Team: Aly Hernandez, Associate

Aly Hernandez joined Simon and Company as an Associate in August 2021. Her legislative portfolio consists of issues related to immigration, homeland security, justice, health and human services, housing and homelessness, agriculture, education, defense, and veteran affairs.

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, enhancing opportunity, and improving basic city services. Her work contributed to the passage of two major gun reform ordinances, implementation of zero fare transit in the city, and the adoption of two new ordinances focused on allocation methods for funding the local police department. 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 is a first-generation college student and 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 also a proud graduate of the 2021 Congressional Black Caucus Institute Political Bootcamp and proud co-founder of VozKC, a Political Action Committee centered on supporting Latinx initiatives and candidates.

Project Team: Stephanie Carter McIntosh, Manager of Special Projects

Stephanie Carter McIntosh, a native Washingtonian, serves as the firm's Manager of Special Projects at Simon and Company, effectively serving our clients for more than 20 years. She will provide administrative support to the City of Fresno.

In that role, she will oversee monthly invoicing and address any other client needs. 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 for meetings focused on federal priorities.

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, located in Petersburg, VA, with a Bachelor's of psychology. Stephanie studied elementary education at Trinity College.

### A Coordinated Approach

Over the past thirty years, we have enjoyed productive working relationships with Democratic and Republican Administrations alike. Our staff establishes productive relationships with key policymakers within the Executive Branch, especially those with our intergovernmental counterparts in the White House and the federal agencies. Our bipartisan approach and keen understanding of the Administration's bureaucratic structure enable us to seek out the most relevant policymakers to address any matter. We believe a major portion of our responsibility to our clients is to get to know the key policy makers in the Executive Branch, and we have done so throughout the years leading up to and including the current Administration.

Our team has a breadth of expertise across the full range of federal policies of concern to local interests. We maintain strong working relationships with the White House itself as well as political appointees and career staff in each of the federal agencies. Our staff often work in concert with the Offices of Congressional and Intergovernmental Affairs of each department represented within the President's Cabinet. We believe it is important to maintain a good working relationship with the White House Office of Intergovernmental Affairs, identifying select opportunities to collaborate on mutual goals, while sharing concerns in response to other executive actions that do not align with your federal platform or principles of governance. The White House Office of Intergovernmental Affairs coordinates efforts with key Departments and decisionmakers across the Administration.

We will ensure that city officials continue to have the chance to engage with the appropriate contacts from federal agencies – whether it is a Cabinet member, political appointee, or career official who has a deep understanding of the issues at hand or oversight authority of relevant programs or regulations of interest. Sometimes, it may be appropriate to request a meeting with the Secretary or Assistant Secretary; conversely, there are instances in which it can be more effective to speak directly with the mid-level officials who oversee grant programs or with teams who have dedicated years of research to a specific policy question.

Our team coordinates in-person or virtual meetings and all associated logistics. A member of our staff will always be available to attend those meetings, take notes, and facilitate any necessary follow-up activities on your behalf. David, Aly, and Stephanie will oversee planning of meetings. Jen will brief Members of Congress and Administration officials in advance of and in follow up to discussions with Fresno officials.

As we identify grant opportunities that align with specific projects for our clients, we believe that engagement with the relevant federal agency regarding forthcoming or pending applications is critical. We will connect you with those involved in the decision-making process. Jen will provide a peer review of your proposals. She offers guidance on

how to ensure that requests for federal funding are competitive, seeking to advance the goals of lawmakers and the Administration, and in compliance with program requirements. 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.

Our staff will ensure that the objectives of your legislative, regulatory, and funding priorities are responsive to the goals being pursued by the Administration and Congress. It is critical that your platform remains current throughout the year to reflect the ever-changing political landscape of Washington, DC. It is necessary to understand the relationship between the federal agencies and their corresponding authorizers and appropriators in Congress; therefore, our monitoring of legislation, regulations, and funding opportunities is a key component of our daily work.

The team collectively reviews more than 100 public agency websites daily to ensure we communicate developments to clients in a timely manner. We rely on primary public sources including the Federal Register, Grants.gov, and the websites of all federal agencies, Senate and House leaders, and Congressional committees. Our staff are subscribed to press alerts from all Members of the California delegation. We also maintain a subscription to Congressional Quarterly (CQ) Roll Call and POLITICO for legislative updates and news alerts. These sources enable our staff to communicate the latest developments rapidly and effectively.

David and Aly will monitor key pieces of legislation of concern to the local government and provide real-time updates on those bills. We review the Majority Leader's Schedule and other materials circulated by House and Senate leadership to be able to anticipate the weekly schedule ahead. We monitor Committee hearings and markups in real time. Our staff will review proposed amendments submitted to House or Senate committees and communicate any concerns. Our team will draft communications to express your stance on legislation, articulate your position to the delegation, and work to garner their support.

We provide regularly scheduled updates to our clients on legislation, regulations, and funding opportunities of concern to local interests and transportation agencies. The Washington Friday Report is our weekly update that provides a comprehensive review of the Administration's initiatives and policy directives, Executive Actions or Executive Orders, bills signed into public law, bills introduced by Congress, hearings, budget and appropriations updates, federal grant opportunities, and best practices and innovative approaches in local government. In response to critical unfolding events, we provide our clients with Special Reports that cover significant national developments, providing an important update with all of the key details they should see right away. Our Special Reports offer immediate analysis on news, including the President's actions or important votes on Capitol Hill.

## WORK PLAN

First Half of President Biden's First Term and the 117th Congress

Americans welcomed President Joseph R. Biden Jr. and Vice President Kamala D. Harris into the White House on January 20, 2021 against a backdrop of communities across the country struggling to manage the coronavirus pandemic. American voters elected the former vice president to the presidency and elevated Democrats to very narrow majorities in both chambers of Congress. The Senate is currently split with 50 Democrats and 50 Republicans with Vice President Harris serving as the tie-breaking vote as needed. The House of Representatives is currently composed of 222 Democrats and 212 Republicans, representing the smallest majority in modern history.

Upon entering office, President Biden quickly acted to provide another round of pandemic-related relief through the American Rescue Plan Act of 2021 (ARPA) (P.L. 117-2). Lawmakers then pivoted in earnest to deliver the comprehensive infrastructure package that President Biden promised on the campaign trail. A bipartisan group of Senators that became known as the “G-20” carried the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL) (P.L. 117-58), to fruition. The \$1.2 trillion law reauthorizes federal surface transportation programs from Fiscal Year (FY) 2022 to FY 2026 and provides \$550 billion in new investments in transportation, climate and resiliency, equity, energy and power, broadband, water infrastructure, and environmental programs. We were able to highlight Mayor Dyer’s bipartisanship that helped secure passage of the BIL in an engagement session with President Biden. We now have the opportunity to support the City as implementation has begun in earnest.

Given the current alignment between the Legislative and Executive Branch and an anticipated grim outlook for the majority to retain its seats in the 2022 midterm elections, Congressional Democrats are moving quickly to advance as many of the key components of President Biden’s “Build Back Better” agenda as possible before any midterm campaigning begins. This may include a scaled-back version of the Build Back Better Act focusing on a few of the Administration’s key priorities, a comprehensive innovation and competitiveness bill, the reauthorization of the Economic Development Administration (EDA), or other legislative priorities that enjoy bipartisan support.

## Second Half of President Biden’s First Term and the 118th Congress

We will continue working to ensure meaningful outcomes for the City of Fresno during the second half of President Biden’s first term in office. We look forward to supporting your local efforts as federal agencies continue implementation of the American Rescue Plan Act and the Bipartisan Infrastructure Law. The City will have many opportunities to apply for funding from the BIL between Fiscal Year (FY) 2022 and FY 2026. We would also be prepared to help the City seek out existing or new resources that will be available to cities in an emerging budget reconciliation agreement or other piecemeal measures passed by Congress. Finally, we will continue to engage lawmakers on the City’s Community Project Funding and programmatic requests through the annual budget and appropriations process.

With redistricting now finalized by the California Citizens Redistricting Commission, Members of Congress who had previously played a more regional role in federal affairs

will now be central in carrying the City's priorities on Capitol Hill. Those lawmakers will likely include Congressman Tom McClintock and Congressman Kevin McCarthy. The shift in Congressional districts will impact the 2022 midterm elections and the City's representation in the 118th United States Congress.

The federal landscape will change significantly if Republicans retake the House of Representatives and/or the U.S. Senate in November. A lack of alignment in Washington would make it more difficult for the 118th Congress to reauthorize significant pieces of legislation that face milestones in 2023 and 2024. Those measures include the Water Resources Development Act (WRDA), the Federal Aviation Administration (FAA) Reauthorization, and the Farm Bill. We would be prepared to support the City whatever the outcome.

The 2024 presidential election is also on the horizon. We have a proud history of partnership with both Democratic and Republican Administrations alike. Our firm has worked closely with three Democratic Administrations and four Republican Administrations since its founding in 1987. Regardless of who holds the White House, we will continue to ensure meaningful outcomes and results for the City of Fresno.

#### Implementation of the Bipartisan Infrastructure Law

As previously mentioned, the City will be able to take advantage of dozens of existing or new funding opportunities authorized by the Bipartisan Infrastructure Law (P.L. 117-58) as noted above. The law would provide historic investments in transportation, climate and resiliency, energy, broadband and cybersecurity, and water infrastructure. We will advise elected officials and staff throughout the implementation process if and when the City decides to pursue resources made available through the following federal programs:

#### U.S. Department of Transportation (DOT)

- Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program
- National Infrastructure Project Assistance (MEGA)
- Safe Streets and Roads for All Program
- Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program
- Infrastructure for Rebuilding America (INFRA) Grant Program
- Charging and Fueling Infrastructure Grants
- Bridge Investment Program
- Congestion Relief Program
- Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Grants
- Reconnecting Communities Pilot Program
- Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program
- Federal-State Partnership for Intercity Passenger Rail Program



- Railroad Crossing Elimination Program• Port Infrastructure Development Program (PIDP)
- Airport Terminal Program

#### National Telecommunications and Information Administration (NTIA)

- Digital Equity Competitive Grant Program
- Middle Mile Grants Program

#### U.S. Environmental Protection Agency (EPA)

- Brownfields Multipurpose, Assessment, and Cleanup (MAC) Grants
- Brownfields Job Training Grants

#### Federal Emergency Management Agency (FEMA)

- Building Resilient Infrastructure and Communities (BRIC) Program

#### Ongoing Implementation of Coronavirus Emergency Relief

Since March 2020, our team has been deeply engaged in the federal response to the pandemic, working closely with Members of Congress, the Administration, and partners across intergovernmental organizations throughout the development and implementation of new laws. Our team continues to summarize and forward implementation guidance and funding allocations as agencies make those determinations. Through weekly updates on the Administration's response to the pandemic as part of our Washington Friday Report, we work to ensure that questions of governance, regulations, and administration are clear to local administrators as soon as possible. We have provided a summary of our advocacy and accomplishments in support of the City of Fresno below.

#### Assistance to State and Local Governments

The Coronavirus Relief Fund (CRF) authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) provided \$150 billion in direct federal resources to local governments during the initial months of the pandemic. We worked with lawmakers and intergovernmental partners to expedite Congressional enactment of the CARES Act and the allocation of \$92,755,812.80 from the CRF to the City of Fresno. The advocacy of former Mayor Lee Brand was integral to this effort. We supported Mayor Brand as he engaged directly with key officials from the White House and the U.S. Department of the Treasury to help secure these critical funds for the City.

However, local governments required additional support to mitigate revenue losses, address economic impacts to the community, and maintain essential services as the public health crisis worsened. The Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) (P.L. 116-160) authorized the Emergency Rental Assistance Program (ERAP) to assist households unable to pay rent and utilities. The first round of ERAP included a \$15,804,677 allocation to the City of Fresno.

Finally, the collective advocacy of Mayor Dyer and countless intergovernmental partners led to the enactment of the \$350 billion Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) in the American Rescue Plan Act of 2021 (ARPA) (P.L. 117-2). The CSLFRF included a \$170,808,029 allocation to the City of Fresno from the U.S. Department of the Treasury. A second round of ERAP authorized by ARPA also provided \$19,813,664.30 in rental assistance. We have appreciated the opportunity to work alongside senior officials from Treasury in developing the Final Rule implementing the CSLFRF and guidance implementing ERAP since the enactment of ARPA in March 2021.

#### Assistance to the Transportation Sector

With dramatically reduced travel volumes and unforeseen investments to protect the health and safety of passengers, employees, and tenants, the CARES Act, CRRSAA, and ARPA provided a total of \$20 billion to U.S. airports to prepare for and respond to the coronavirus pandemic. Working with our partners at Airports Council International-North America (ACI-NA), we helped secure \$12,935,441 in the CARES Act, \$4,558,731 under CRRSAA, and \$9,715,088 in ARPA for Fresno Yosemite International Airport (FAT).

Additionally, the collective efforts of many diverse transit stakeholders and commitments from key Congressional allies led to the approval of \$69.5 billion in total supplemental relief to public transit agencies through the CARES Act, CRRSAA, and ARPA. We were proud to engage with the transit industry and various stakeholders and coalition efforts seeking robust transit relief as requested by the American Public Transportation Association (APTA). Our efforts helped to ensure \$32,479,792 in the CARES Act, \$5,605,241 under CRRSAA, and \$28,944,625 in ARPA for the Fresno Area Express (FAX).

Moving forward, we look forward to supporting the continued implementation of these emergency relief funds, addressing any issues that arise, and working with partners at the administering agencies to provide clarity regarding their administration. Continued engagement with the Administration on the implementation of the CSLFRF will be especially important through December 31, 2024 and December 31, 2026, the respective deadlines for obligation and expenditure of funds. It is critical for grantees to understand Congressional intent and the Administration's interpretation of the law; therefore, our team is here to help answer any inquiries or connect city officials with appropriate staff with oversight within the Administration.

#### The Biden-Harris Administration

##### The White House

President Joseph R. Biden Jr. and Vice President Kamala D. Harris were inaugurated on January 20, 2021. According to the White House, the Biden-Harris Administration is prioritizing "actions to control the COVID-19 pandemic, provide economic relief, tackle climate change, and advance racial equity and civil rights, as well as immediate actions to reform our immigration system and restore America's standing in the world." The

Administration has been focused on overseeing the federal response to the pandemic, passing and implementing the American Rescue Plan Act of 2021 (P.L. 117-2) and Bipartisan Infrastructure Law (P.L. 117-58), and working to advance the remainder of President Biden's "Build Back Better" domestic policy agenda.

The White House will play a key role in shaping federal policies impacting localities moving forward. Our team has developed a close relationship with White House Office of Intergovernmental Affairs, including Director Julie Chávez Rodríguez and her team, who serve as the primary liaisons between the President and state and local public officials. We look forward to deepening our relationship with her and other partners within the Executive Office of the President on behalf of the City of Fresno.

### The Cabinet and Federal Agencies

President Biden's Cabinet includes the Vice President and the leaders of fifteen executive departments. The Cabinet is historically diverse, reflecting the President's commitment to appoint leaders that reflect the multitude of perspectives of the Americans they serve.

Notably, President Biden appointed a significant number of former local officials to serve in his Cabinet. The appointments demonstrate President Biden's appreciation for the service of mayors and other local elected officials serving their communities. The Biden-Harris Administration has also relied on mayors and city officials to help build political support for their early legislative victories. These Cabinet officials remain close allies and friends of the United States Conference of Mayors (USCM), where they were once also members.

Therefore, it is no surprise that President Biden's Cabinet and other senior officials throughout the Administration have prioritized continuous engagement with local elected officials and staff, staying in frequent communication with stakeholders on the ground. We welcome the opportunity to facilitate discussions between the City with policy makers across the Biden-Harris Administration in the years ahead. Our team will work to identify opportunities to collaborate with federal agencies to secure positive outcomes for the people of Fresno.

### Regulatory Matters

The regulatory process has become increasingly important for units of local government to shape federal policy in recent years, with the Executive Branch exploring the boundaries of its Constitutional powers to set the agenda given a lack of action on Capitol Hill. Our team monitors proposed rules and determines how regulatory changes will impact your community. We would draft public comment in response to those notices issued by the Administration and ensure that your Congressional delegation is aware of any concern or support for those policy directives.

We have seen the foundational pillars on which the Biden Administration is basing its domestic policy based on the President's Executive Orders and discretionary grant

opportunities issued in the first year of the Administration. These pillars include safety, environmental justice (EJ), racial equity, resiliency to climate change, creating good-paying jobs, and innovation. The Administration seeks to strengthen the implementation of the Buy American and Buy America statutes, requiring federal agencies to give domestic preference in federal procurements, federal grants, and other forms of federal assistance.

### Discretionary Grant Opportunities

Our firm supports local efforts to secure federal assistance, including grants, cooperative agreements, and low-interest credit assistance. We will work to identify federal discretionary grant opportunities of interest in support of your local projects or programs. 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 that has included local elected officials, senior managers in government, Congressional members and staff and agency officials.

Our staff produce memoranda on funding opportunities several times a week, in response to notices published by the federal agencies in the Federal Register. We seek to align local initiatives with the priorities being pursued by the Administration or Congress. Jen and her colleagues will provide support throughout the entire grant application process, offering guidance on narrative and editing drafts. The first step is to provide 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 will work to ensure that your application will score well with the Department's peer reviewer and appointees. We are glad to serve as your initial peer reviewer, offering guidance on the narrative, providing additional useful data points, and editing drafts of the proposal.

Our team will work with public agencies to create an advocacy strategy in support of the application package. We coordinate with the Congressional delegation to draft and secure letters of support from each Member, and we then determine how to keep our Members engaged with the Administration at key points as appropriate following submission of the package. Whenever possible, we seek to connect your members and staff with the key federal decision-makers in person to discuss the proposal. Those meetings serve as an opportunity to highlight the project's merit and anticipated public benefit on the community and surrounding region.

In the last twelve years alone, we have assisted our clients in securing over \$511 million in discretionary funding from federal agencies in support of infrastructure, housing, community development, economic development, and environmental cleanup projects. This includes a \$15.92 million award for the Fulton Mall Reconstruction Project and a \$10.5 million award for the Veterans Boulevard Project sponsored by the City of Fresno. The U.S. Department of Transportation (DOT) awarded funding for the two projects through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program, formerly known as Transportation Investment Generating Economic

Recovery (TIGER) or Better Utilizing Investments to Leverage Development (BUILD) Program. We look forward to working with the City of Fresno seeking additional funding through any discretionary grant programs of interest and ensuring that any forthcoming proposals are competitive.

## United States Congress

Strong engagement with Capitol Hill is necessary to advance legislative priorities and secure Congressional support for local projects or programs. We monitor the key legislative developments and the activities of Members and committees in both the House of Representatives and the Senate. It is critical to fully understand the political composition and considerations of each chamber to adequately anticipate legislative opportunities and barriers.

It is our honor to work with Members of the Congressional delegation and their legislative staff on your behalf. Our team coordinates with legislative staff and schedulers, both here in Washington and back in California. We work with both the DC and District Offices to submit appropriations or legislative requests, draft language, and secure letters of support for discretionary grant applications. Our strategy includes close work with the political, policy, and legislative elements necessary to be effective in the pursuit of favorable results for our clients.

## Members of the Congressional Delegation

Senator Dianne Feinstein is the senior United States Senator from California. She is a member of the Senate Judiciary Committee; Senate Select Committee on Intelligence; and the Senate Rules and Administration Committee. Perhaps most importantly, Senator Feinstein is also a member of the Senate Appropriations Committee, where she chairs the Energy and Water Development Subcommittee. The Senate Appropriations Committee is regarded as one of the most powerful in Congress, responsible for allocating federal funds to government agencies each year and passing supplemental spending legislation when necessary. As such, the committee and its membership play a key role in funding the priorities and projects of the City of Fresno.

Senator Alex Padilla is the junior United States Senator from California, appointed on December 22, 2020 to fill the seat vacated by Vice President Kamala D. Harris. As a member of the Senate Environment and Public Works Committee, Senator Padilla played a key role in the development of the Bipartisan Infrastructure Law (P.L. 117-58). The Senator also serves on the Senate Budget Committee, helping to lead legislative drafting for the Build Back Better Act in the upper chamber. Finally, Senator Padilla is a member of the Senate Homeland Security and Governmental Affairs Committee; Senate Judiciary Committee; and Senate Rules and Administration Committee. The Senator will run for his first full term in 2022.

Congressman Jim Costa is all but guaranteed to continue serving the City of Fresno as the United States Representative for California's 21st District after redistricting, which includes many areas of the former 22nd Congressional District. The Congressman

currently serves as a member of the House Agriculture Committee, House Natural Resources Committee, and House Foreign Affairs Committee. His new district will include Downtown Fresno, Fresno Yosemite International Airport, and the site of the Fresno High Speed Rail Station project. We fully expect the Congressman to continue to support the mission of the City in the remainder of the 117th Congress.

Congressman Tom McClintock will play a more prominent role in representing the City as the likely United States Representative for California's 5th Congressional District after redistricting. The Congressman currently serves as a member of the House Judiciary Committee, where he will oversee issues of law enforcement if Republicans retake the majority in the lower chamber. The Congressman also serves on the House Budget Committee and House Natural Resources Committee.

Congressman Kevin McCarthy is now poised to serve as the United States Representative for California's 20th Congressional District after redistricting. The Congressman will be a key ally if Republicans regain control of the U.S. House of Representatives in the 2022 midterm elections, as he is the frontrunner to become Speaker of the House. We have worked closely with the Congressman throughout the years and look forward to strengthening our relationship with his office.

Congressman David Valadao would no longer represent the City of Fresno itself if he is elected to the newly-redrawn 22nd Congressional District. However, as a Member of the House Appropriations Committee, the Congressman has been a great help to the City in the past and we would still expect to call on him for matters of regional significance.

### Congressional Leaders

The scale and scope of any major legislative initiatives during the 117th Congress will need to be blessed with the support of top Democratic leadership in each chamber: House Speaker Nancy Pelosi and Senate Majority Leader Chuck Schumer. It remains to be seen if the Republican Conference, led by House Republican Leader Kevin McCarthy and Senate Republican Leader Mitch McConnell, will engage in meaningful bipartisan discussions on any of the Administration's remaining priorities. Our team is in communication with the "Big Four" leadership offices, and our relationship with each of these offices has deepened substantially since the onset of the coronavirus pandemic over a year ago. Our team also engaged their Congressional staff throughout the development of the BIL. We would be glad to facilitate connections with the City of Fresno as appropriate to do so.

### Congressional Committees

Our team enjoys productive working relationships with the professional majority and minority staff serving on key committees of jurisdiction within the House and Senate. We are well prepared to represent the interest of the City before those committees that oversee key policies and programs that impact local governments.

We have prepared written and oral testimony on behalf of our clients for appearances as witnesses in hearings before many of these Committees. Those recent examples include the following: 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.

### Budget and Appropriations Requests

Simon and Company, Inc. has a long track record of successfully advancing clients’ appropriations and authorizations requests during the federal budget process. The annual cycle starts with the release of the President’s Federal Budget Request, following his State of the Union Address in February. In recent years, we have worked with Members of Congress and external stakeholders, including industry, to maintain or even increase funding for key formula or discretionary grant programs in response to the Administration’s proposed cuts or eliminations. We partner with national associations and industry stakeholders to amplify those calls in support of increased federal investment for your local initiatives. Working with individual clients, we have successfully drafted bill text in appropriations bills and worked with Members to include the language as requested by our clients. Monitoring and participating in the annual budget and appropriations process is essential to ensuring that formula and discretionary dollars keep flowing to address your local needs.

### “Earmarks”

Following a ten-year moratorium on “earmarks,” Congressional leaders agreed to restore the power of the purse to lawmakers through two channels, the surface transportation reauthorization process and the Fiscal Year (FY) 2022 budget and appropriations process. We worked with our clients to develop and submit requests under each respective process last year. We would be eager to prepare similar requests in the future for the City of Fresno should lawmakers decide to maintain these new funding opportunities.

### Member Designated Projects

Democrats and Republicans in the House of Representatives agreed on a return to earmarks in a surface transportation reauthorization bill called the INVEST in America Act, advanced by the House Transportation and Infrastructure Committee and passed in the lower chamber, after over a fifteen-year ban. These congressionally directed spending requests were known in the 117th Congress as “Member Designated Projects.” Jen led the consultation and submission process for 16 projects included in the legislation on behalf of 13 clients, totaling over \$74.3 million worth of assistance.

Given developments with the “G-20” group of Senators in drafting the BIL, lawmakers ultimately did not pursue those Member Designated Projects, despite our successes in the House. However, we would be prepared to support the City of Fresno if lawmakers choose to incorporate Congressionally directed spending requests into similar pieces of legislation.

### Community Project Funding

Lawmakers in the House and Senate also agreed to restore earmarks as part of the Fiscal Year (FY) 2022 appropriations process, and these requests are now known as “Community Project Funding” or Congressionally directed spending requests. Jen led the consultation and submission process for 17 projects that were included in the FY 2022 omnibus signed into law on behalf of 15 clients, totaling approximately \$20.2 worth of assistance. This included the following projects submitted by the City and Fresno and Fresno Yosemite International Airport (FAT):

Advance Peace Fresno – Violence Prevention and Intervention Program  
Rep. Costa  
\$300,000

Urban Heat Island Mitigation and Edible Food Rescue and Distribution Project  
Sens. Feinstein and Padilla  
\$665,000

Fresno Yosemite International Airport (FAT) Terminal Expansion and Safety Enhancement Project  
Sens. Feinstein and Padilla  
\$2 million

We look forward to continued success if lawmakers choose to maintain the Congressionally directed spending process in subsequent appropriations cycles.

### Coalition Building Activities

### National Associations and External Stakeholders

Outside of our direct work with the federal government, we rely on established relationships with bipartisan or nonpartisan national associations, intergovernmental organizations, external stakeholders, and industry. These professional connections



provide us with policy expertise and strong supporting vidence from a diverse collection of voices involved in federal advocacy here in Washington, DC. As your federal consultant, we consider it a professional responsibility to maintain close relationships with colleagues in this far-reaching network, which is a tremendous asset. We will partner with these national associations and other industry stakeholders to amplify calls in support of increased federal investment.

The U.S. Conference of Mayors (USCM) is one of our closest organizational partners in our daily work focused on intergovernmental affairs. The City of Fresno is well represented within the Conference. Mayor Dyer is an active participant on the USCM Advisory Board. We look forward to supporting him in his new role as Vice Chair of the USCM Criminal and Social Justice Standing Committee.

Our team also enjoys close working relationships with the National League of Cities (NLC), National Association of Counties (NACo), the American Public Transportation Association (APTA), the National Association of Regional Councils (NARC), and other nonpartisan public interest organizations with vested interest. We attend meetings and conferences of these nonpartisan or bipartisan intergovernmental partner organizations regularly and maintain valuable working relationships with their leadership and staff. 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 advance the federal affairs agenda of cities.

## Conclusion

Thank you for this opportunity to continue providing federal lobbying services for the City of Fresno. Our team would be grateful to continue supporting your local initiatives at the federal level. We will strive to ensure that the city is well-positioned to influence law and regulations and to secure critical federal resources to advance your projects back home. We appreciate your time and consideration of this proposal. We look forward to continuing our work together with Fresno city officials in the years ahead.

## 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"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

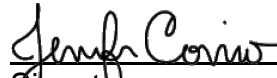
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Additional page(s) attached.

  
Signature

04/20/2022

Date

Jennifer Covino

Name

Simon and Company, Inc.

Company

1660 L Street NW Suite 501

Address

Washington, DC 20036

City, State Zip



**OFFICE OF THE MAYOR**

**MEMORANDUM**

DATE: March 31, 2022

TO: Georgeanne White, City Manager  
City Manager's Office

FROM: John Ellis, Government Affairs Manager

SUBJECT: Uniquely qualified consultant contract for professional lobbying and legislative services in Washington D.C. by Simon and Company, Inc.


The purpose of this memorandum is to request authorization to dispense with the City of Fresno's (City) standard Request for Proposal (RFP) process for consultants, set forth in Administrative Order 6-10, so that the Office of the Mayor and City Manager (Departments) may ask Council to consider award of a renewed consulting contract with Simon and Company, Inc. This firm is a uniquely qualified consultant to provide assistance in legislative affairs, intergovernmental relations, grants and program development, and other lobbying services at the federal level in Washington D.C.

Simon and Company, Inc., has been contracted to represent the City at the national level in Washington D.C. for more than two decades. This contract has proven beneficial to Fresno, as the firm has a deep understanding of the City's local needs and challenges. The company's knowledge only comes with a close and longstanding working relationship. During its time representing the City, Simon and Company, Inc., has successfully assisted the City in securing millions in federal appropriations, including a critical \$10.5 million BUILD grant that helped complete the Veterans Boulevard funding package.

As such, the Departments find Simon and Company, Inc., uniquely qualified for professional lobbying and legislative services and seek to forego the RFP process set forth in Administrative Order 6-19.

If you have any additional questions, or require additional information and data, please do not hesitate to contact me at 559-621-7902.

Approved       Denied

  
\_\_\_\_\_  
Georgeanne White, City Manager