

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2026 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and COVINO SMITH & SIMON, INC., a Corporation, whose address is 1155 15TH STREET NW, SUITE 405, WASHINGTON, DC 20005 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of federal lobbying and advocacy services and Provider is specially experienced to perform such services.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.
- E. The City and Provider desire to enter into an agreement for two years with two one-year possible extensions with the City Manager’s approval for a total of four years, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall retroactively commence on the 1st day of November 2025, and shall terminate on the 31st day of December 2027, unless terminated earlier as set forth herein. The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to two (2) additional years. Any extensions shall be documented in a signed amendment.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. The total compensation for this Agreement with the option to extend for an additional two (2) years shall not exceed \$350,000. Each month, work may begin only with the approval of the Communications Director.

Year 1 - \$98,000

Year 2 - \$84,000

Year 3 - \$84,000

Year 4 - \$84,000

Total Compensation shall not exceed \$350,000

Any items of work outside the original scope requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of

defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider’s obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Initial

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
 Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$1,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider’s profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Provider. If not covered under Provider’s liability policy, such “property” coverage of the City may be endorsed onto Provider’s Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance

requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement

with any sub-provider: “Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City.”

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider’s financial, performance and compliance records maintained in connection with Contractor’s operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor’s employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider’s performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be

kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
City Manager's Office
2263 Santa Clara Avenue, Suite 320
Alameda, CA 94501
ATTENTION: Communications & Legislative Affairs Officer
Ph: (510) 747-4700

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Covino Smith & Simon, Inc.
Intergovernmental Affairs
1155 15th Street NW Suite 405
Washington, DC 20005
ATTENTION: Jennifer Covino
Ph: (617) 869-0193 / Email: jen@covinosmithsimon.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
City Manager's Office
2263 Santa Clara Avenue, Suite 320
Alameda, CA 94501
ATTENTION: City Manager
Ph: (510) 747-4700

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No

verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

31. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COVINO SMITH & SIMON, INC.
a corporation

CITY OF ALAMEDA
a municipal corporation

Signed by:

5B3B9B4BB0A94D5...

JENNIFER COVINO
President

ADAM W. POLITZER
Interim City Manager

COVINO SMITH & SIMON, INC.

RECOMMENDED FOR APPROVAL

DocuSigned by:

B9D320F73F1D4ED...

CHRISTOFER SMITH
Vice President

Signed by:

283C0216B479461...

SARAH HENRY
Communications & Legislative Affairs
Officer

APPROVED AS TO FORM:
City Attorney

Signed by:

1A7D4E65843841B...

SKITCH CROSBY
Assistant City Attorney

EXHIBIT A



City of Alameda, California
Federal Lobbying Services
September 2025



Intergovernmental Affairs
1155 15th Street NW Suite 405
Washington, DC 20005

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Experience of Our Firm

This proposal to provide federal lobbying services is respectfully submitted to the City of Alameda for the consideration of the City Manager and the Mayor and City Council. Covino Smith & Simon, Inc. has had the honor of supporting local governments in advancing their federal priorities since the establishment of the firm in 1987. It would be our honor to support the public administrators and elected officials who represent City of Alameda. This proposal outlines the qualifications of our firm and a strategy for advancing your legislative, regulatory, and funding priorities and working with the Executive and Legislative Branches of the federal government. Our team is proud of the strong intergovernmental partnerships and positive outcomes that our efforts have yielded for communities nationwide – and we would welcome the opportunity to work to enhance your relationships with the Administration and Members of Congress.

Covino Smith & Simon, Inc. is a boutique intergovernmental affairs firm based in the District of Columbia. Our team supports local officials navigating the hallways of Congress and the bureaucracy of the Administration to secure federal resources and good legislative and regulatory outcomes for the communities we represent. We have specialized in federal representation for units of local government including cities, counties, and other public agencies for thirty-eight years since our establishment in 1987. Our clients include city governments; transportation agencies such as Metropolitan Planning Organizations (MPOs), transit agencies, paratransit service providers, and a statewide transportation association; housing authorities and redevelopment agencies; and local education agencies (LEAs). Our firm is solely focused on the federal concerns of local governments.

Our government relations professionals provide federal legislative, regulatory, and budgetary expertise across public policy areas covering the full range of concerns to cities – from the built environment to the human capital of a community. Our services include legislative monitoring and advocacy, regulatory analysis, identification of federal funding opportunities and consultation throughout the application process, submission of federal budget and appropriations requests including Congressionally Directed Spending or Community Project Funding requests, engagement in coalition-building activities, and preparation of executive-level communications to articulate federal policy positions.

We work directly with mayors or county executives, council members, city managers, police and fire chiefs, transportation and housing agency executives, school superintendents and other key staff to formulate effective advocacy strategies. Our staff functions as part of a team with local elected officials and public administrators that represents the local government. We engage and educate appropriate federal officials within the Executive and Legislative Branches to advance local priorities, including your policy positions, programs, and projects.

Our firm began operations as Simon & Company, Inc. in October 1987 during the 100th Session of the United States Congress. We have been in business continuously since that time working with the Legislative Branch and the Executive Branch on a bipartisan

basis. The current 119th Session of Congress is our twentieth session of engagement with Members of Congress and their staff on Capitol Hill. We have supported our clients' federal platforms throughout the course of eight presidential administrations – five Republican and three Democratic. We have supported local governments throughout the terms of President Ronald Reagan, George H.W. Bush, Bill Clinton, George W. Bush, Barack Obama, Donald J. Trump, and Joseph Biden. Our team is now working with the Trump-Vance Administration on behalf of our clients to advance community-based initiatives following the 45th President's reelection as the 47th President in November 2024 and his second inauguration in January 2025.

We are grateful for the productive relationships that have been cultivated with federal lawmakers on both sides of the aisle, understanding a bipartisan approach is necessary to delivering results for the City of Alameda. Our team will work to maintain and enhance your intergovernmental partnership with both the Administration and Congress to promote the interests of your residents, regardless of which party controls the Executive and Legislative Branches of the federal government.

After nearly four decades of business, we are proud of our measurable achievements in helping clients to favorable legislative or regulatory outcomes and to secure federal resources. We have a long track record of advancing clients' appropriations requests during the budget process, ensuring that formula and discretionary dollars keep flowing to address local needs. We have worked with clients and Members of Congress to secure favorable outcomes and legislative language during authorization processes. Our team has supported our clients in applying for, securing, and administering federal funding, including direct fiscal relief, discretionary grants, earmarks now known as Congressionally Directed Spending (CDS) or Community Project Funding (CPF), tax credits, credit assistance, and technical assistance. We are proud to support our clients in seeking federal funding; to date, our clients have successfully secured nearly \$1.5 billion worth of competitive or discretionary awards from federal agencies. Our team advised local government clients on their implementation strategies to administer more than \$1 billion worth of direct pandemic-era relief provided by the *American Rescue Plan Act* (APRA) and the *Coronavirus Aid, Relief, and Economic Security Act* (CARES).

The company was founded as Simon & Company, Inc. by Len Simon, former President and current Senior Advisor to the firm. The firm was founded as a Subchapter 8 Corporation in Washington, DC. Jennifer "Jen" Covino is the current President and Owner of the firm. She took over operations and ownership of the firm effective January 1, 2019 when Len stepped down as President, sold the business, and transitioned to the role as Senior Advisor. The firm retained its federal Employer Identification Number (EIN) and structure. The name of the firm was amended to Covino Smith & Simon, Inc. to reflect that previous transition in leadership by a charter amendment approved by the Government of the District of Columbia Department of Licensing and Consumer Protection effective January 1, 2024. There has been no change in ownership, structure, or management since January 1, 2019. Our physical office address is located at 1155 15th Street, NW, Suite 405 Washington, DC 20005.

Work Plan

Our primary responsibility as a team is to support the mission of the City of Alameda by working to advance legislative, regulatory, and funding priorities working in partnership with the Administration and your Congressional delegation. Our comprehensive advocacy strategies utilize the following work streams to advance the federal priorities of local elected officials and public administrators outlined below:

1. **Intergovernmental Relations:** Establishing or enhancing your relationships with the Administration, Members of Congress, and other appropriate stakeholders
2. **Legislative Monitoring and Advocacy:** Tracking bills throughout the legislative process, articulating positions, and working with Members of Congress, staff, committees, and coalitions to influence language or outcomes
3. **Regulatory Analysis:** Reviewing proposed rule makings, assessing and communicating potential local impact, and drafting and submitting public comments
4. **Federal Funding Opportunities:** Identifying federal resources including grants, earmarks, tax credits, and credit assistance available to advance local projects or initiatives, offering consultation to local staff, and advocating for proposals
5. **Coalition Building Activities:** Working with nonpartisan organizations, particularly intergovernmental associations, in support of or in opposition to policy proposals
6. **Executive Communications:** Drafting communications on behalf of the Mayor and/or Council or the City Manager to articulate positions on federal developments, announce local initiatives, or respond to national matters of concern to cities

Jointly, our team of lobbyists and advisors will assist City of Alameda officials in the development and implementation of a federal legislative agenda. We will attend and participate in City Council hearings upon request to ensure our understanding of local concerns and to brief the Mayor or Council Members on federal developments. The firm recommends undertaking annual planning efforts focused on legislative, regulatory, budgetary, and political considerations to educate local officials on the federal landscape and inform the development of a platform.

We will work with the City Manager and appropriate city staff, as directed, to articulate policy priorities and identify potential capital projects or programs that are well suited to compete for federal funding through either grant applications or earmark requests. Our team is happy to consult with city staff and state-level lobbyists to ensure continuity and alignment between federal and state platforms. Once finalized, a draft federal platform will be presented to the City Manager and/or Mayor and Council for their review and approval. Once this planning process concludes, our team will work in close consultation with city staff to implement the federal legislative platform as approved by City of Alameda officials.

The implementation of the City's federal legislative platform is a multipronged effort to engage, educate, and influence decisionmakers in the Executive and Legislative Branches. We believe that our first and foremost responsibility is to help establish or enhance your relationships with federal officials within the Executive and Legislative

Branches. Working with Members of Congress and their staff on Capitol Hill, we will support our clients' advocacy efforts throughout the formulation, modification, or adoption of federal legislation. Working with the Administration and federal agencies, we can support our clients' efforts informing the implementation of federal policies, programs, and regulations. We will maintain a base of operations for local elected officials and administrators here in Washington, DC with access to our office space located just north of the White House. Our team will coordinate federal advocacy activities taking place here in the nation's capital or elsewhere, and we are available to travel to California or other locations in support of your federal advocacy or local initiatives upon request.

Our team recommends keeping a regular schedule of meetings with designated city officials to provide briefings, discuss concerns, and coordinate actions. Throughout the year, our team will coordinate with those staff to ensure the effective implementation of the federal legislative platform. Our team will send regular weekly updates focused on legislative, regulatory, and budgetary developments and alerts in real time in response to critical developments. Staff will ensure that the designated points of contact are alerted to significant federal developments in real time to inform the City's response to urgent matters. Our team is always available to discuss the local implications of those federal updates by phone or via email. We will offer continuous insight and recommendations for potential revision or improvement of the platform in response to any major transitions.

Executive Branch

Our firm has enjoyed productive working relationships with Democratic and Republican Administrations alike over the past three decades, including our engagement with the previous Trump Administration from 2017-2021. President Donald J. Trump, the 45th President of the United States, was reelected in November 2024 and inaugurated as the 47th President of the United States in January 2025, coming back to the White House with a Republican "trifecta" aligning governance across the Executive and Legislative Branches. With a majority in both chambers of Congress, President Trump, Vice President JD Vance, and the Administration are positioned to implement their sweeping "America First" policy agenda, both domestically and abroad.

Direct Engagement

We will work to ensure Alameda maintains working relationships with the Executive Branch to pursue federal resources and policy objectives that support the needs of your local community. Our work with the Executive Branch typically focuses on educating the White House and federal agencies on city priorities, supporting city staff applying for federal grant and financial assistance programs, assessing the impact of executive actions on local government operations and constituents, responding to proposed regulations and policy directives, and troubleshooting any administrative challenges that may arise.

Our staff will seek opportunities to proactively engage officials in the White House and across federal agencies to ensure that the Executive Branch is familiar with Alameda and

its priorities, projects eligible for federal assistance, and any positions on regulations or the implementation of laws passed by Congress. Our team is connected with key personnel across the Executive Branch, including political appointees and career staff. We particularly value our relationships with our intergovernmental counterparts in the White House and across the federal agencies. Our staff would be happy to connect local officials with Trump-Vance Administration officials as requested. We will coordinate meetings with political appointees and career staff within the Executive Branch, attending and providing staffing assistance to local officials throughout those discussions.

Regulatory Analysis

The regulatory process has become increasingly important for units of local government to shape federal policy in recent years. We monitor federal agency actions daily, reviewing publications to the Federal Register, the federal e-rulemaking portal (Regulations.gov) for regulations. We share these updates with City officials. We will continue to assess the local implications of President Trump's executive actions for Alameda, its residents, and businesses.

Federal Funding Opportunities

We will send memoranda summarizing federal funding opportunities as solicitations or notices of funding opportunity become available, identifying when programs are well-suited for local projects. When the city decides to apply for federal funding, our staff will provide strategic recommendations on how to write a competitive application and fulfill all applicable federal requirements associated with those funds.

The team has supported clients in seeking federal grants and other resources. Those clients have secured nearly \$1.5 billion worth of competitive federal awards. We have provided a brief review of our clients' recent success stories below as examples of effective federal advocacy supporting grant applications. This list is not exhaustive, but it is intended to demonstrate a variety of funding opportunities accessible to communities.

Client: City of Madison

Agency: Department of Transportation Federal Transit Administration

Program: 2023 Capital Investment Grants (CIG) Program - Small Starts Grant Agreement

Award Amount: \$110,600,000.00

Purpose: To build a 15-mile route from the west side of Madison to the City of Sun Prairie in the northeast, serving the University of Wisconsin, the Madison Central Business District, and other important destinations in Wisconsin's capital city.

Client: City of Lincoln

Agency: Department of Transportation Federal Railroad Administration

Program: 2023-2024 Railroad Crossing Elimination (RCE) Program

Award Amount: \$66,706,880.00

Purpose: To support construction of a bridge and elimination of two at-grade crossings.

Client: City of Madison

Agency: Department of Transportation Federal Transit Administration

Program: 2023 Bus and Bus Facilities or Low or No Emissions Vehicle Program
Award Amount: \$37,962,840
Purpose: To buy buses to replace older buses.

Client: Salt Lake City
Agency: Department of Homeland Security Federal Emergency Management Agency
Program: 2021 Building Resilient Infrastructure and Communities (BRIC) Program
Award Amount: \$36,680,000
Purpose: To rebuild and retrofit Salt Lake City's City Creek Water Treatment Plant.

Client: Louisville Metro Government
Agency: Department of Housing and Urban Development
Program: 2015 Choice Neighborhoods – Implementation Grant
Award Amount: \$30,000,000
Purpose: To transform the Beecher Terrace housing complex into 640 new mixed-income units with commercial space.

Client: Alameda County Transportation Commission
Agency: Department of Transportation Federal Railroad Administration
Program: 2021 Consolidated Rail Infrastructure and Safety Improvements (CRISI)
Award Amount: \$25,000,000
Purpose: To make safety improvements to 28 at-grade rail crossings and two trespassing sites along Union Pacific track in Alameda County, California.

Client: City of Lincoln
Agency: Department of Transportation Office of the Secretary
Program: 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
Award Amount: \$23,665,721
Purpose: To complete the planning and construction of the Lincoln Multimodal Transit Center with 18 bus bays, protected passenger boarding, and administrative offices.

Client: Louisville Metro Government
Agency: Department of Transportation Office of the Secretary
Program: 2022 Safe Streets and Roads for All (SS4A) – Implementation Grant
Award Amount: \$21,416,800
Purpose: To reconfigure 10 corridors notorious for crashes and safety risks under the Rightsizing Louisville for Safe Streets program to reduce traffic fatalities and injuries.

Client: Louisville Metro Government
Agency: Department of Transportation Office of the Secretary
Program: 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
Award Amount: \$15,584,000
Purpose: To transform 9th Street into a complete street with a large pedestrian zone.

Client: City of Madison
Agency: Department of Transportation Federal Highway Administration
Program: 2022 Bridge Investment Program (BIP)
Award Amount: \$15,124,596
Purpose: To support the replacement of six off-system bridges.

Client: Pierce Transit

Agency: Department of Transportation Federal Transit Administration
Program: 2024 Bus and Bus Facilities and Low or No Emissions Vehicle Program
Award Amount: \$14,784,753
Purpose: To buy new battery electric buses and install new charging equipment.

Client: City of Fresno
Agency: Department of Homeland Security Federal Emergency Management Agency
Program: 2023 Staffing for Adequate Fire and Emergency Response (SAFER)
Award Amount: \$7,347,000
Purpose: To help the Fresno Fire Department recruit and hire 24 new firefighters.

Legislative Branch

Our firm has a long history of collaboration with the Bay Area Congressional delegation, and it would be an honor to support your relationships with Members of Congress and their staff. Our team is responsible for communicating local priorities to Members, staff, and schedulers here in Washington and back in District Offices. Those activities include the preparation of legislative language for inclusion in bills, the development and submission of Community Project Funding (CPF) or Congressionally Directed Spending (CDS) requests through the annual appropriations process, and the submission of requests for letters of support to accompany federal grant applications submitted to federal agencies.

Legislative Monitoring and Advocacy

We will monitor legislative developments and opportunities and regularly consult with the Congressional delegation and their staff in their Washington, DC and District offices back in California. Our staff tracks committee-level activity, including hearings and mark ups of legislative proposals, and the floor schedule for consideration of major legislation and bills of interest to the City of Alameda. These legislative developments are covered in our weekly updates and via direct communications.

Our professionals have secured favorable legislative outcomes for local government clients. We prepare clients for legislative opportunities on the horizon as Congressional committee prepare and draft bills for consideration. Throughout our history as a firm, we have engaged throughout the development of consequential legislation. We engaged with Congress and educated lawmakers on the key concerns of local government in the months leading up to the passage and enactment of the *One Big Beautiful Bill Act* (OBBBA), the *American Rescue Plan Act* (ARPA), the *Infrastructure Investment and Jobs Act* (IIJA), and the *Bipartisan Safer Communities Act* (BSCA) as some examples of our recent legislative advocacy. Right now, we are advising clients on the implementation of OBBBA also known as the budget reconciliation measure, the annual appropriations process, and the upcoming surface transportation reauthorization.

Appropriations Requests

Our clients have secured an additional \$85.5 million worth of Congressional Directed

Spending or Community Project Funding over three appropriations cycles since the reinstatement of earmark requests from units of state and local government in 2022. Our clients now have approximately \$20 million worth of CPF and CDS requests currently pending as submitted by their Representatives and Senators and included in FY 2026 spending bills introduced by the House and Senate Appropriations Committees.

Hearings

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

Intergovernmental Coalitions

Coalition building is critical to advancing legislative priorities through both chambers of Congress. Outside of our direct work with the federal government, we rely on our long-established relationships with bipartisan or nonpartisan national associations, intergovernmental organizations, external stakeholders, and industry. These connections provide us with policy expertise and strong supporting evidence from a diverse collection of voices involved in federal advocacy here in Washington, DC. As appropriate, we will consult with nonpartisan or bipartisan intergovernmental organizations such as the National League of Cities or United States Conference of Mayors to inform our lobbying strategies or participate in coalition-building activities. We will support the Mayor and/or Council in their participation as Members of these organizations. Our staff will facilitate engagement with officials representing other municipalities to coordinate advocacy efforts or exchange best practices.

It has been our honor to support a number of local elected officials who were elected by their peers to serve as leaders of these nonpartisan intergovernmental organizations. In our history as a firm, we have been proud to be trusted to provide strategic advice and staffing assistance to three mayors elected as presidents of the United States Conference of Mayors and to three mayors elected as presidents of the National League of Cities. Those officers include Salt Lake City Mayor Deedee Corradini as USCM President (1998-1999); Salt Lake City Mayor Ralph Becker as NLC President (2012-2013); Louisville Mayor Greg Fischer as USCM President (2020-2021); Tacoma Mayor Victoria Woodards as NLC President (2022-2023); Rancho Cordova Mayor David Sander, PhD as NLC President (2023-2024); and Lincoln Mayor Leirion Gaylor Baird as USCM 2nd Vice President (current). These opportunities allow our team to be exposed to a broad swath of federal and local government audiences and to more fully understand how federal issues are impacting cities nationwide.

Executive Communications

In our work representing the interests of cities and counties, we are responsible for drafting effective communications on behalf of local government representatives to federal officials to articulate positions or concerns regarding legislative and regulatory proposals. Our staff oversee the writing of executive communications for various private or public audiences.

Examples of typical federal advocacy products may include drafting letters to Members of Congress or the Administration to articulate positions on federal issues; sending invitations to federal officials requesting their presence or participation in local events; preparing Congressional written and oral testimony for appearances before House or Senate Committees; writing letters of support on behalf of a client or a community partner to accompany federal grant applications or Congressionally Directed Spending or Community Project Funding requests; and drafting public comments responding to Notices of Proposed Rulemakings published by federal agencies and submitting those comments to Regulations.gov for public review in official dockets. In preparation for meetings with federal officials, our team can prepare talking points and other briefing materials.

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

Qualifications and Experience of Key Personnel

Our government relations professionals have a demonstrated history of successfully advising local government clients and advancing their policy interests and projects at the federal level. We are proud to support local government jurisdictions in urban, suburban, and rural settings across several states. Our policy expertise covers the full range of issues impacting local governments, their constituents, and community partners, encompassing both human capital and the built environment. We offer insight on how local governments can work with federal partners to modernize infrastructure and revitalize communities with our focus areas in transportation, housing, community and economic development, energy, resiliency, and water resources. Our team also advises local officials seeking to better support residents through federal investments in public safety, health and human services, education, workforce development, youth programming, and the arts and humanities.

The City of Alameda would enjoy the support and expertise of our entire team of government relations professionals as well as consultants to the firm. For the purposes of this proposal, key full-time personnel supporting the City of Alameda in the development and implementation of a federal legislative platform would include Jen Covino, President; Aly Hernandez, Senior Associate; and Stephanie Carter McIntosh,

Administrator.

Jen Covino, President, has proudly served our local government clients for 15 years since joining the firm, then known as Simon & Company, Inc., as an Associate in 2011. She was promoted to Director of Intergovernmental Affairs in 2013 and then to Vice President in 2018. Jen became President and Owner of the firm on January 1, 2019, following the departure of her predecessor, Len Simon.

As the lead advocate for the cities and other public agencies we represent, Jen provides strategic advice to local elected officials and public administrators, while functioning as their primary liaison to the United States Congress and the Administration. As President, Jen manages our legislative advocacy, regulatory analysis, strategic partnerships, and coalition-building activities. She maintains good working relationships with federal officials and intergovernmental partners. Jen directly advises clients on political considerations and informs the development and implementation of each client's federal agenda. She identifies federal grants, tax credits, financial assistance, and other resources available to support local projects and programs. Her policy focus areas include transportation and infrastructure, community and economic development, housing, public safety, immigration, homeland security, arts, municipal finance, and social impact bonds.

With Jen's guidance, the firm's local governments clients have successfully submitted applications to secure more than \$1 billion worth of federal discretionary funding in transportation, infrastructure, housing, and public safety over the past decade. Those competitive grants have catalyzed additional investments in neighborhood revitalization, small businesses, and place-making efforts. She has advised clients in leveraging additional federal resources including TIFIA and WIFIA credit assistance, New Markets Tax Credits, and Low-Income Housing Tax Credits to complete financing for projects. Jen served as the lead advisor on the implementation of pandemic-era relief for local governments as clients administered \$1 billion of federal funding authorized by the *American Rescue Plan Act (ARPA)* and the *Coronavirus Aid, Relief, and Economic Security Act (CARES)*.

Jen has spent 15 years advancing the priorities of local governments working with federal officials in the nation's capital, following previous roles in transportation planning. 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 grant administration and public engagement. A proud Bostonian, Jen received a Bachelor of Arts from Boston University. She relocated to the District to attend the George Washington University Trachtenberg School of Public Policy and Administration. She graduated with a Master of Public Administration with concentrations in Community Development and Public-Private Partnerships in 2013.

Aly Hernandez, Senior Associate, will serve as a dedicated member of the Project Team serving the City of Alameda. Aly joined Covino Smith & Simon as an Associate in August 2021. Her legislative portfolio focuses on human capital and soft infrastructure at the federal level. This portfolio includes legislative and regulatory matters related to justice

and public safety, police and fire, housing and homelessness, climate and environment, education, and workforce development. Aly oversees drafting of the *Washington Friday Report*, a review of federal developments related to these policy areas and other news.

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

Stephanie Carter McIntosh, a native Washingtonian, is the firm's Administrative Manager, effectively serving our clients for more than 25 years. In that role, she oversees our accounts payable and receivable and the distribution of our monthly invoices to clients. Stephanie oversees our accounting and compliance with applicable federal, state, and local laws and ordinances. She provides administrative support to our clients and our professional staff. She provides daily reviews of press releases from local newspapers and press releases from the Congressional delegation to ensure that the Project Team is aware of local developments. She assists with event planning and logistics when clients travel to Washington. Stephanie previously held positions at the Library of Congress and HQ Business Centers. She is an active member of the Parent Teacher Association, the MaMa Sisterhood, and her church. Stephanie is a graduate of Virginia State University.

The Project Team will work collaboratively with city administrators and elected officials to advance your federal agenda, and they are collectively available to respond to your needs and inquiries 24 hours a day, seven days a week. Jen will serve as the primary point of contact for the City of Alameda directing actions and responses on behalf of the firm. Aly will serve as the secondary point of contact. Members are accessible directly by phone, via email, or in person upon request.

Additional support can be provided by part-time consultants capable of providing relevant subject matter expertise. The firm maintains professional service agreements with consultant advisors to supplement our subject matter expertise across policy areas. Current consultants include David Gellman, Senior Advisor; Evan Wessel, Advisor; and Len Simon, Founder of the firm. David Gellman is a part-time consultant based in Los Angeles, California who provides strategic guidance to clients on their appropriations requests and transportation and infrastructure projects. Evan Wessel is a part-time consultant based in Washington, DC who provides strategic guidance to clients on federal developments and their transportation and infrastructure projects. Len Simon is a pro-bono consultant based in New York who is available upon request.

David Gellman joined Covino Smith & Simon, Inc. as an Associate in January 2019 and remained as a full-time employee until spring 2024. He is now available to support clients on a part-time basis, based in Los Angeles, California with proximity to the firm's West Coast clientele. David offers legislative expertise and consultation budget and appropriations, transportation and infrastructure, commerce, telecommunications, energy and natural resources, economic development, and financial services.

Prior to joining Covino Smith & Simon, 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 Ranking Member of the House Natural Resources Committee, and as a Deputy Scheduler and Staff Assistant for former Congressman Ted Deutch of Florida. 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 holds a Bachelor of Arts with a major in Government and minor in Spanish from Georgetown University.

Evan Wessel started providing consulting services to Covino Smith & Simon, Inc. in spring 2025 following the conclusion of his public service in the Biden-Harris Administration. In a client-facing role, Evan will provide strategic guidance to local government officials on a part-time basis, offering expertise on federal resources to support transportation and infrastructure projects.

Evan previously served as the Deputy Assistant Secretary for Intergovernmental Affairs at the U.S. Department of Transportation, overseeing engagement with State, Local, and Tribal governments and advising the Secretary, Deputy Secretary, and senior staff on policy decisions affecting those stakeholders. Evan joined the U.S. Department of Transportation after serving as a Senior Advisor for Intergovernmental Affairs in the White House where he led engagement with local elected officials. Evan previously served as Deputy Director at the Democratic Mayors Association, the Congressional and Intergovernmental Affairs Director for Pete Buttigieg's presidential campaign, as the National Outreach Director and Policy Advisor for United for Infrastructure, and as an appointee at the U.S. Department of Labor during the Obama-Biden Administration. He is a graduate of the University of Delaware.

Len Simon has devoted his career to serving local governments. He founded Simon and Company, Inc. in Washington DC in 1987 to provide assistance to the public sector in the areas of legislative affairs, intergovernmental relations, federal grants, program development, and special projects. In January 2019, Len transitioned from President of the firm to the role of Senior Advisor. Previously, he served as an Assistant Executive Director of the U.S. Conference of Mayors for many years. Len is a native of New York, raised in the Bronx and Yonkers and a product of those neighborhoods, their public schools, and affordable apartments. Since returning to New York and taking up residence in beautiful and historic Croton-on-Hudson, Len has been engaged in public service as his focus.

Client References

Our firm is honored to provide these federal advocacy services to urban, suburban, and rural communities across several states. We currently provide federal lobbying assistance to twenty-one (21) units of local government, special district governments, or other public regional or local authorities.

California

Access Services of Los Angeles County
Alameda County Transportation Commission
City of Fresno
City of Newark
City of Rancho Cordova
City of San Leandro
Sacramento Housing & Redevelopment Agency
San Joaquin Valley Regional Policy Council
Stanislaus Council of Governments

Idaho

City of Boise

Indiana

City of Carmel

Nebraska

City of Lincoln

Utah

Salt Lake City

Washington

Ben Franklin Transit
City of Puyallup
City of Tacoma
Metro Parks of Tacoma
Pierce Transit
Tacoma Public Schools
Washington State Transit Association

Wisconsin

City of Madison

Please see below for a list of references who can share their experiences working with Covino Smith & Simon, Inc. on federal lobbying activities. These references include local government officials and our designated points of contact for our work on behalf of the cities of Lincoln, Nebraska; Madison, Wisconsin; and Fresno, California. We encourage you to coordinate with executive assistants if you wish to schedule a formal discussion with any elected officials in a timely manner.

City of Lincoln, Nebraska

The Honorable Leirion Gaylor Baird
52nd Mayor of the City of Lincoln, Nebraska
2nd Vice President of the United States Conference of Mayors
555 South 10th Street
Lincoln, NE 68508
mayor@lincoln.ne.gov or 402-441-7511
Secondary Contact: Jamie Phillips, Scheduler, jphillips@lincoln.ne.gov or 402-441-6897 or 402-450-6112
City Staff Designated Point of Contact: Riley Slezak, Senior Advisor to the Mayor, rslezak@lincoln.ne.gov or 404-441-8044 or 531-207-2223

City of Madison, Wisconsin

The Honorable Satya Rhodes-Conway

57th Mayor of the City of Madison, Wisconsin
210 Martin Luther King Jr Blvd, Room 403
Madison, WI 53703

srhodes-conway@cityofmadison.com or 608-266-4611

Secondary Contact: Nicole Stevens, Executive Assistant, nstevens@cityofmadison.com
or 608-266-4611

City Staff Designated Point of Contact: Sam Munger, Chief of Staff,
smunger@cityofmadison.com or 718-288-6477

City of Fresno, California

The Honorable Jerry Dyer
26th Mayor of the City of Fresno, California
2600 Fresno Street
Fresno, CA 93721

City Staff Designated Point of Contact: John Ellis, Government Affairs Manager,
john.ellis@fresno.gov or 559-365-0252 or 559-392-0604

Proposed Fee Schedule

Covino Smith & Simon, Inc. offers federal lobbying services to units of local government utilizing professional services fee model billed on a monthly basis. Unfortunately, we do not offer daily or hourly rates for our professional services.

Based on the potential scope of work previously discussed, the firm proposes a monthly professional services fee of \$7,000.00 per month, beginning in September 2025. Invoices would be sent to the City of Alameda at the end of each month with full payment due to be remitted to Covino Smith & Simon, Inc. upon receipt. Payment may be remitted by either check addressed to Covino Smith & Simon, Inc. or via ACH remittance by direct deposit.

Please contact Jen Covino, President, via email to Jen@covinosmithsimon.com or by phone at (617) 869-0193 if you wish to discuss the content of this proposal and the recommended budget outlined above. The firm can consider adjustments to better reflect the needs of the City of Alameda and other factors moving forward.

Conclusion

It would be an honor for Covino Smith & Simon, Inc. to provide federal lobbying services to the City of Alameda and represent the community's interests here in the nation's capital. We appreciate having the opportunity to submit this proposal for your consideration. The scope of services presented in this proposal would help to ensure that the Alameda is positioned to influence law and regulations in Washington, DC and to secure critical federal resources to advance your projects back home in California. Thank you for your time and the opportunity to be considered.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY; C. Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing “your work” under a written contract or agreement, that requires such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such contract or agreement that is caused, in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of “your work” for the additional insured.

Coverage for an additional insured under this endorsement ends when “your work” for that additional insured ends or is put to its intended use by any person or organization.

SECTION II – LIABILITY; B. EXCLUSIONS, 3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage, is amended to add the following with respect to this endorsement only:

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury” or “property damage” or “personal and advertising injury” occurring:

- a. After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s) or agreement(s) has ended; or
- b. When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s) or agreement(s) has been put to its intended use by any person or organization;

whichever occurs first.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-01-26** Policy No. **71793220**

Endorsement No.

Insured **COVINO SMITH & SIMON, INC.**

Premium \$ **Incl.**

Insurance Company **ACE Property and Casualty Insurance Company**

Countersigned By _____