

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

THIS AGREEMENT is made and entered into effective the ____ day of April, 2017, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and HF&H Consultants, LLC (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Operational Performance and Financial Review Consultant services for Commercial Franchise Contractor Performance Review, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Operational Performance and Financial Review 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 Director of Public Utilities (hereinafter referred to as "Administrator") or his/her 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 November 1, 2017, 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 not to exceed Fee Amount: \$80,630 (Eighty Thousand Six Hundred and Thirty Dollars), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(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. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with

applicable copies of representative and identifiable receipts or records substantiating such expense.

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

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault

or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors\sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an

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

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status,

sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

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

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state,

regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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

CITY OF FRESNO,
a California municipal corporation

HF&H Consultants,
LLC

By: _____
Thomas C. Esquesda
Director, Public Utilities

By: Marva M. Sheehan
Name: Marva M. Sheehan

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Richard J. Simonson
Name: Richard J. Simonson

By: _____
Deputy

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

No signature of City Attorney required.
Standard Document #ALL-S 3.1 has been
used without modification, as certified by
the undersigned.

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

By: _____

Addresses:

CITY:
City of Fresno
Attention: Jerry Schuber,
Assistant Director of Public Utilities
1325 El Dorado
Fresno, CA 93706
Phone: (559) 621-1801
FAX: (559) 457-1233

CONSULTANT:
HF&H Consultants, LLC
Attention: Marva Sheehan,
Vice President
201 N Civic Drive, Suite 230
Walnut Creek, CA 94596
Phone: (925) 977-6950
FAX: (925) 977-6955

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 HF&H Consultants, LLC ("Consultant") Commercial Franchise Contractor Performance Review PROJECT TITLE

The scope of work is organized as follows:

1. Pre-field Work
1. Performance (and Financial Compliance) Review
 - 1.1. Fee Audit
 - 1.2. Rate Increase Review
 - 1.3. Customer Satisfaction Survey
 - 1.4. Complaint Review
 - 1.5. Employee Review
 - 1.6. Diversion Review
2. Report Findings and Workshop Presentation

Task 1: Pre-Field Work

Purpose: It is important that we fully understand the City's objectives for the engagement and that our work plan be designed to meet those objectives.

Task 1.1: Kick-off Meeting with the City

To prepare for the meeting, HF&H will request and review relevant background documents, such as the Franchise Agreements, current rate schedules, authorized annual rate increase amounts, quarterly and annual reports that were submitted to the City by the Contractors. Key team members will meet with the City to ensure that we clearly understand the City's objectives, are fully briefed on relevant historical information and issues, and discuss relevant background information. During the meeting, we will review each of the tasks presented below with City staff, in terms of both the approach to be taken and the specific objectives to be achieved. In addition we will discuss the specific information that is needed and determine which items are available from the City and which must be obtained from the Contractors or other sources. We will also discuss the customer satisfaction survey described in Section 2.3 of this scope of work to determine if the City would like to include any specific additional questions.

Task 1.2: Kickoff Meeting with Allied and Mid Valley

Immediately following the City kick-off meeting, key team members and City staff will meet with Allied and Mid Valley management to review the scope of work and schedule. In addition we will discuss the information that will be required of each Contractor, the availability of that information and the person to be assigned as each Contractors main contact person. We will also discuss the customer satisfaction survey described in Section 2.3 of this scope of work to determine if either Contractor would like to include any specific additional questions.

Task 1.3: Update Work Scope

Based on the results of the kick-off meeting with City staff and the Contractors, HF&H will revise the scope of work and work plan (tasks, responsibilities, and schedule) as necessary and agreed to by the City, to ensure the goals and objectives of the City are met in the most efficient, effective, and timely manner.

Task 1.4: Finalize and Send Request for Information

Using the information from the kick-off meetings, HF&H will finalize requests for information for the financial compliance and performance review that are specific to the City, Allied and Mid Valley.

Task 2: Performance Review

Section 8.9 of the Franchise Agreements with Allied and Mid Valley requires that the City review the Contractors performance under the Franchise Agreements. Section 8.9 A. sets forth the 6 specific areas to be reviewed and Section 8.9 B. sets forth the minimum standards of performance for each of those 6 specific areas.

The objective of the performance review is to verify each Contractor's compliance with the terms and conditions of their Franchise Agreement as set forth in Sections 8.9 A and B.

The tasks below specifically address the above areas of concern. However, we may also evaluate other provisions of the Franchise Agreements as we encounter them and will communicate our findings, if any, to the City.

Task 2.1 Fee Audit

Purpose: Accurate customer billing records are extremely important to the City. The City wants assurance its ratepayers are being billed the correct amounts based on service received and that the rates charged are the City-approved rates. Additionally, the City's franchise fees are calculated based on customer billing records. Inaccurate billing records equal inaccurate franchise fees. The franchise fees represent a significant source of income to the City. The Franchise Agreements specify a franchise fee of 14.1 percent of actual gross receipts remitted by customers for Collection Services in the Service Area. (Section 10.1). As part of the City's fiduciary responsibilities, it wants confirmation that all franchise fees due the City have been remitted in accordance with the Franchise Agreements.

Section 8.9 A. 1) of the Franchise Agreements require that the Fee Audit be performed for the most recently concluded Rate Period, which will be Rate Period 5 (period ended December 31, 2016).

HF&H will perform the following services for each Contractor.

Billings and Services. To the extent either Contractor has performed and documented the results of the Billing Reviews required by Section 7.2 D. of the Franchise Agreements for any of the prior Rate Periods we will review that documentation to determine if significant issues were discovered and resolved.

For each Contractor, we will then review the records for one billing cycle for Rate Period 5 that includes multi-family and commercial customers. We will select 30 multi-family and commercial customers from that billing cycle and perform the following steps:

- We will perform a site visit for the selected multi-family and commercial accounts to determine the actual levels of solid waste, recycling and organic services being provided. At the site visit we will examine the actual containers being provided for the collection of solid waste, recycling and organic services and note the container size in our workpapers. In addition we will send a letter to each of the 30 customers asking them to confirm the frequency of collection contained in the billing records.
- We will compare the information from the site visits and confirmation letters to the subscription information in the Contractors billing records to determine if the subscribed solid waste, recycling and organic service levels agree to the actual solid waste, recycling and organic service levels.

- We will compare the amount billed per the billing records for subscription and special services to the approved billing rates to determine if the customer is being billed for the correct level of service at the approved amount.
- To the extent the information is readily available from either Contractor, we will also review the billing history of each of the selected accounts for Rate Periods 1-4 and determine if the prior rates charged for subscribed and special services were in accordance with the City's then-approved rates.

In the event we find material errors in services provided or rates charged we will discuss it with the City at that time to determine if the scope of this review should be expanded prior to performing the franchise fee review set forth below.

Franchise Fees. HF&H will review the Contractor's accounting procedures and underlining reports with appropriate staff in order to understand how data is accumulated, reported, posted, and accounted for internally. We will review the payments for the Rate Period 5 (ended December 31, 2016) to ensure that the reported fees can be reconciled to the Contractor's supporting documentation. We will confirm the mathematical accuracy of the calculated payments.

This review will take into account the findings of the Billings and Services review described above.

HF&H will document the results of our findings related to billings and services and franchise fees and discuss those findings with City staff and the Contractors. The findings will be included in our letter report and presented to City Council at a workshop scheduled by City staff.

Task 2.2: Rate Increase Review

Purpose: The Franchise Agreements state that rates charged by the Contractors cannot increase by more than 15% from Rate Period 1 to Rate Period 5. The City needs assurance that the Contractors have not exceeded this threshold.

We will determine the percentage increase in each approved customer rate as set forth in Forms 1A, 1B, 1C and 1D of Exhibit J to each Contractor's Franchise Agreement, and such other customer rates as may have been approved by the City since the Franchise Agreements were executed, between Rate Period 1 and Rate Period 5.

HF&H will document the results of our findings related to the percentage increase in rates from Rate Period 1 and Rate Period 5 and discuss those findings with City staff and the Contractors.

The findings will be included in our letter report and presented to City Council at a workshop scheduled by City staff.

Task 2.3: Customer Satisfaction Survey

Purpose: Customer satisfaction is important to the City for any service it or its Contractors perform. The Franchise Agreements took this into consideration by requiring a "Customer Satisfaction Survey" to determine how many responding customers would answer "yes" to the question, "Considering your experience with the Contractor over the past 5 years are you generally satisfied with the service provided by the Contractor?" (We understand that the Franchise Agreements say 4 years but the survey will actually be sent out in Rate Period 6 so we are proposing to ask the question over the 5 year period).

We will conduct a customer satisfaction survey for each Contractor to assess whether the customers are generally satisfied with the overall service they have received. The Franchise Agreements define Customer as "...the Person to whom Contractor submits billing invoices and from whom Contractor collects payment for Collection services provided to a Premises ...". Accordingly we will request a customer contact list, containing the billing address, from each Contractor and use that list as the basis for the survey. Each survey will be mailed to the billing address of all customers included in the customer contact list provided by each Contractor and will include a self-addressed postage pre-paid envelope. In the event the service address is different, we will send the survey to the service address, as well. However, since service recipients who are not invoiced and do not pay the Contractor are not Customers as defined in the Franchise Agreements we would tabulate the results separately for informational purposes only and not include them in the published results. This additional information will provide the City with an assessment of the Contractors' performance. Each survey will contain the primary question "Considering your experience with the Contractor over the past 5 years, are you generally satisfied with the service provided by the Contractor?" The survey will be formatted to only allow this question to be answered "yes" or "no". In addition, the survey will include any additional questions developed by the City or either Contractor as discussed in Sections 1.1 and 1.2 of this scope of work.

We will tabulate the responses to the primary question and determine the percentage of customers responding to the survey and the percentage of those customers who responded "yes".

In the event the City or either Contractor has added additional questions to the survey and requests that we tabulate those responses we will meet with the City to discuss that service. Since we cannot know at this time the types of additional questions, ("yes" or "no", "discussion", or "specific example") if any, that might be asked we are not able to reasonably determine the time that would be needed to tabulate the responses.

HF&H will document the results of our findings regarding the customer satisfaction surveys and discuss those findings with City staff and the Contractors. The findings will be included in our letter report and presented to City Council at a workshop scheduled by City staff.

HF&H has successfully performed many customer surveys using on-line tools such as "Survey Monkey". The on-line process saves on paper and postage and the tabulation time is usually shorter as well. If the City is interested in modifying this requirement to allow the use of on-line survey tools we would be pleased to discuss this at the kick-off meeting or earlier at your convenience.

Task 2.4: Complaint Review

Purpose: Understanding the significance of the complaints received by the Contractors is important to the City. One method to gain that understanding is to determine the total number of customer complaints as a percentage of the total service opportunities during the review period. It will be important to understand that one customer can actually have multiple of service opportunities (multiple service types, frequency of service, etc.) So service opportunities will greatly exceed the number of customers.

Section 8.9 A. 4) of the Franchise Agreements require that the Complaint Review be performed for at least the Rate Period immediately preceding Performance Review, which will be Rate Period 5.

We will review the customer service reports maintained by the City for Rate Period 5 and discuss overall customer service with City staff. We will then meet with each Contractor to review their customer service policies and procedures and discuss the process with management. We will also review the reports and Complaint Logs maintained by each Contractor as required by Section 7.3.2 of the Franchise Agreements. We will calculate the number of Complaints, as defined in Article 1 of the Franchise Agreements, for each Contractor. If there is a disagreement over whether or not a Customer call represents a Complaint (as defined) we will discuss this with the Contractor and the City before finalizing our results. We will utilize the customer billing information obtained from each Contractor as part of Task 2.1 to determine their number of "service opportunities", as defined in Section 8.9 A. 4. of the Franchise Agreements, for Rate Period 5.

We will compare the number of service opportunities of each Contractor to the number of Complaints from their customers and calculate the percentage of Complaints to service opportunities.

HF&H will document the results of our findings regarding the Complaint Review and discuss those results with City staff and the Contractors. The findings will be included in our letter report and presented to City Council at a workshop scheduled by City staff.

Task 2.5: Employee Review

Purpose: When the Franchise Agreements were awarded, it was very important that the employees previously employed by the City were given an opportunity to obtain employment with the Contractors. Sections 8.5 B. and 8.9 B. 5 of the Franchise Agreements include specific provisions related to requirements for both Contractors to offer employment to those City employees. We will verify compliance with those provisions in the following manner: We will request a list from the City of those thirty-one City employees that filled commercial solid waste positions in Area No. 1 and thirty-nine City employees that filled commercial solid waste positions in Area No. 2 forty-five days prior to the Commencement date of the Franchise Agreements. We will then review the personnel records of each Contractor to determine:

- How many of those employees were offered employment by the appropriate Contractor;
- How many of those employees were actually employed by the appropriate Contractor;
- How many of those employees were not employed by the appropriate Contractor and why;
- How many of those employees are still employed by the appropriate Contractor; and
- How many of those employees are no longer employed by the appropriate Contractor and when and why their employment ended.

In the event some or all of this information is not available we will meet with City staff to discuss what other steps the City may wish to have performed.

In addition, to the extent the information is available we will review each Contractor's employment litigation history, California Department of Industrial Relations complaint history, Occupational Safety and Health Administration complaint history, and/or the records of any other applicable employee-related regulatory agency to which we have or can obtain access to establish each Contractor's record of handling employee grievances, claims, or other formal complaints.

In the event we learn of the existence of any employee records that may be pertinent to this review but which are not available we will meet with City staff to discuss what other steps the City may wish to have performed.

To the extent allowed under state and federal law, HF&H will document the results of our findings regarding the Employee Review and discuss those results with City staff and the Contractors. In the event we are aware of information that may not legally be included in a public document we will state this in our letter report. The findings will be included in our letter report and presented to City Council at a workshop scheduled by City staff.

Task 2.6: Diversion Program Review

Purpose: The City places high importance on meeting CalRecycle's diversion goals. In the Franchise Agreements, specific programs were to be implemented to help the City achieve its goals. The City wants assurance that the Contractors have: 1) fully implemented all collection, public education, and outreach programs within six months of the Commencement Date of their Franchise Agreement; 2) continued to consistently perform such services as required by their Franchise Agreement; and, 3) implemented diversion and education programs required by their Franchise Agreement to the satisfaction of CalRecycle.

We have reviewed the implementation, promotion, and program requirements of Article 5 of the Franchise Agreements as well as the public education and outreach requirements of Section 7.1 and Exhibit G of each proposal.

We will review (Task 1.1) the portions of the Quarterly Reports set forth in Section 9.5 F. (Education Activities), 9.5 G. (Pilot and New Programs) and 9.5 H. (Summary Assessment) of the Franchise Agreements for Rate Periods 1 through 5. We will then meet with City staff to discuss the specific operational requirements of Article 5 as well as the individual public education and outreach programs proposed by each Contractor and included in their Franchise Agreement. As part of this task we will discuss the implementation and continuance of these programs with City staff and any major modifications that may have been agreed to by the City. We will then meet with each Contractor to review the documentation maintained by the Contractor to substantiate compliance with the required education and outreach programs. In addition we will meet with Department of Resources, Recycling, and Recovery (CalRecycle) staff responsible for overseeing the City's implementation of programs under AB 939 and AB 32 to determine their level of satisfaction with Contractor's implementation of diversion and education programs. We will also request information regarding any fine(s), compliance order(s), or local assistance plans issued or pending from any State agency regulating AB 939 or AB 32 compliance related to programs for which the Contractor is responsible. HF&H will document the results of our findings regarding the Diversion Program Review and discuss those results with City staff and the Contractors. The findings will be included in our letter report and presented to City Council at a workshop scheduled by City staff.

Task 3: Report and Workshop Presentation

We will prepare a draft report, and a final report. We will meet with the City and each individual Contractor to discuss the portion of the draft report related to that Contractor. We will finalize the report and present the results to the City Council at a workshop to be scheduled by the City.

Task 3.1: Prepare Draft Report

We will document and provide preliminary findings in a draft report to the City, with appropriate portion of the report going to each Contractor. Within 10 days of providing the draft report, HF&H staff will meet by teleconference with City staff and the management of each Contractor to review the preliminary findings and receive their comments and any additional information.

Based on comments and/or additional information provided after the meetings with the City staff and the management of each Contractor, we will adjust our preliminary findings (if warranted) to ensure that all matters have been satisfactorily reviewed and that the report effectively communicates our findings.

Task 3.2: Prepare and Present Final Report

We will revise the draft report as appropriate, and issue the final report. We will present the final report to the City Council at a workshop and be available to answer questions.

Task 4: Contingency

The results of the work we perform in Tasks 2.1, 2.3 and 2.5 could result in the need to expand or modify this Scope of Work. For example, the Billing and Services review performed as part of Task 2.1 forms the basis for the Franchise Fee review. If the Billing and Services review were to determine that there were material errors in the billings during Rate Period 5, we would meet with the City to discuss the need to expand the testing to determine the full extent of the problem. In addition, if this situation occurred the City might wish to expand the testing to other Rate Periods.

In order to provide the City with the ability to proactively address these types of situations or other situations identified during the performance review without having to modify the contract, we have included this Task 4. This Task and the associated budget will not be used unless the additional work is approved by the City in writing.

SCHEDULE OF FEES AND EXPENSES

HF&H proposes to perform the work described in Section 4 above on a time and materials basis not to exceed \$80,630, including travel/mileage expenses in the amount of \$3,740. The fee estimate does NOT include the postage for the customer survey. Assuming City has a bulk postage system that can be utilized for this purpose. The proposed level of effort, by individual and task, and the resultant fee estimate are presented below. Due to the nature of projects like this, HF&H reserves the right, within the not-to-exceed total for the project, to reallocate budget among staff and tasks to respond to the evolving needs of the project. In the event that the level of effort required for this project exceeds that described in our scope of work, HF&H will meet and confer with City staff about the best approach to meet the needs of the project, which may include some of the out-of-scope work done by City staff or augmenting HF&H's proposed budget to accommodate the expanded scope of work.

Listed below is a breakdown of the budgeted hours and related costs for each Task:

Task 1 Pre-Field Work 40 hours
Proposed Cost \$8,660

Task 2 Performance Review 237 hours
Proposed Cost \$39,435

Task 3 Report and Workshop Presentation 66 hours
Proposed Cost \$12,855

Task 4 Contingency 92 hours
Proposed Cost \$15,940

Budget
Total Labor \$76,890
Out of Pocket Expenses \$3,740
Total Proposed Budget \$80,630

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and HF&H Consultants, LLC ("CONSULTANT")

Commercial Franchise Contractor Performance Review

PROJECT TITLE

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 his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims 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 Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

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

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

Commercial Franchise Contractor Performance Review
PROJECT TITLE

		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: _____

Additional page(s) attached.

Marva Sheehan
Signature

March 6, 2017
Date

Marva Sheehan
(name)

HF&H Consultants, LLC
(company)

201 N Civic Dr., Suite 230
(address)

Walnut Creek, CA 94596
(city state zip)