

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and Impact Sciences, Inc. (Service Provider).

RECITALS

WHEREAS, City desires to obtain California Environmental Quality Act (CEQA) professional services for Planning and Development on call CEQA projects (Project); and

WHEREAS, the City has established a pre-qualified list of consultants (Service Provider) for development project applicants (Developer) to choose from; and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a CEQA environmental professional 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, Service Provider shall not be compensated by the City, instead the Developer for the Project shall be solely responsible for compensation by the Project's developer; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

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

AGREEMENT

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

1. Scope of Services. Service Provider 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 October 30, 2028, with the option of two additional one-year extensions, subject to any earlier termination in accordance with this Agreement. The services of Service Provider 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) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not

exceed \$2,000,000 paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services and are not for appropriations.

- (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 expenses.
- (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 Service Provider'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. Service Provider 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 Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (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, Service Provider 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 Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider 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 Service Provider 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 Service Provider, 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 Service Provider, 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) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider 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. Service Provider 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 Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider 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 Service Provider 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. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider 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. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider 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 Service Provider or any subcontractors from said industry and professional standards.
7. Indemnification. To the furthest extent allowed by law, Service Provider 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) incurred by City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Service Provider should subcontract all or any portion of the work to be performed under this Agreement, Service Provider 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, the Service Provider 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 the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the 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, the Service Provider or any of its subcontractors/sub-Service Providers fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service Provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the 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 the Service Provider shall not be deemed to release or diminish the liability of the Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the 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 the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider 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, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider 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, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service

Provider 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, Service Provider shall immediately notify City of these facts in writing.

- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
 - (d) In performing the work or services to be provided hereunder, Service Provider 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.
 - (e) Service Provider 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.
 - (f) Service Provider 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, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event Service Provider 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, Service Provider at its sole cost and expense shall:

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

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider'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 Service Provider 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 Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider 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, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider 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, Service Provider 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, Service Provider agrees as follows:

- (a) Service Provider 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) Service Provider 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. Service Provider 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 Service Provider'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. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider 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) Service Provider 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 Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider 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, Service Provider is acting solely as an independent contractor. Neither Service Provider, 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 Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider 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, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider'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, Service Provider 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 Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider 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 Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider 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 Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

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

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Kristi Costa 10/6/2025
Kristi Costa Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: David Densley
Projects Administrator
2600 Fresno Street, 3rd Floor
Fresno, CA 93721
Phone: (559) 621-8473
E-mail: David.Densley@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form
4. Exhibit D – Standards of Performance

Impact Sciences, Inc.
By: _____
Jessica Kirchner 10/2/2025
AD66CD5D6BB94EF...

Name: Jessica Kirchner
Title: President
(If corporation or LLC., Board Chair,
President or Vice President)

By: _____
Martha Lira 10/2/2025
54369BF99922425...
Name: Martha Lira
Title: Chief Financial Officer
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:

SERVICE PROVIDER:
Impact Sciences, Inc.
Attention: Kara Yates Hines
Director of Operations
811 West 7th Street, Suite 200
Los Angeles, CA, 90017
Phone: 213-935-1901 ext. 246
E-mail: kyates@impactsciences.com

EXHIBIT A

SCOPE OF SERVICES

**Service Agreement between City of Fresno
and Impact Sciences, Inc.**

ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

See attached.

Schedule of Fees:

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS

Service Agreement between City of Fresno (City) and Impact Sciences, Inc. (Service Provider)

ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

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 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).
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.

MINIMUM LIMITS OF INSURANCE

The 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 the 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 the 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

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any 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. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the 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. 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 the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

5. 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 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The 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, the Consultant shall furnish the 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 the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

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

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

CLAIMS-MADE POLICIES

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 the 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-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 the Consultant, the 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 the City for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

the Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are

to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, the 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.

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Consultant, and City, prior to commencement of any work by the subcontractor.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
ON-CALL ENVIRONMENTAL SERVICES PURSUANT TO CEQA

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: N/A

N/A

☐ Additional page(s) attached.

Signed by: Jessica Kirchner
AD66CD5D6BB94EF...
 Signature
10/2/2025
 Date
Jessica Kirchner
 Name
Impact Sciences
 Company
811 W. 7th Street, Suite 200
 Address
Los Angeles, CA 90017

 City, State, Zip

EXHIBIT D

Service Agreement between City of Fresno and Impact Sciences, Inc. ON-CALL CEQA SERVICES - STANDARDS OF PERFORMANCE

This exhibit outlines the general expectations for participation in the On-Call CEQA list for the Planning and Development Department.

City Direction and Consultation

All work performed will be done under the general direction of the City's Planning and Development Department, including Assistant Directors, Planning Managers, and other assigned staff. The Consultant shall not alter any project documents, including reports and environmental studies, without written approval from the City. Any necessary changes will be communicated through official channels (e.g., email).

Subcontractor Management

If subcontractors are required, City staff must be notified and approve in writing. The Developer is not authorized to contract directly with any subcontractors under this agreement. Furthermore, any subcontractors engaged by your firm must adhere to the confidentiality and ownership requirements outlined within this agreement.

Communication Protocol

The City retains final authority over the scope of work and environmental documentation, as advised by the City Attorney's Office. Consultants may communicate directly with the project sponsor as necessary strictly for the purpose of contract negotiation and management. Through the Department's CEQA coordinator, consultants may communicate with the project sponsor for the purpose of preparing the project description/draft Scope of Work and formulating mitigation measures and alternatives. Communication regarding project details or public presentations will include the CEQA coordinator.

Confidential Information and Ownership

All materials, documents, and data generated under this agreement are considered confidential and remain the property of the City. Consultants may not share these materials with third parties without prior written consent from the City. This includes all proprietary information, including materials and communications disclosed or submitted during the course of work. Consultants must provide all deliverables to the Department only, and only the Department can distribute copies of the work product to a project sponsor.

Standards of Performance

The City reserves the right to take appropriate action in cases of non-performance. Failure to meet the standards of performance may warrant your firm's removal from the On-Call list. Examples of non-performance include, but are not limited to:

1. Consistency and Accuracy of Project Descriptions- Documents must have a consistent project description across all sections, technical reports, and/or studies.
2. Determination of Appropriate Level of CEQA Documentation- City of Fresno planning staff shall determine the appropriate CEQA clearance document for all projects. This includes a determination of whether an action is discretionary/ subject to CEQA, review of project's applicability for exemption, and/or preparation of an Initial Study or EIR.
3. Substantive Errors and Incomplete Analysis- Documents containing substantive errors, incomprehensible, or conclusory analyses, or those below City standards are unacceptable.
4. Missing Technical Reports or Studies- Sections submitted without the required technical reports/studies will not be accepted.
5. Report Organization- The information within the environmental documents, including Environmental Impact Reports, shall be submitted in a logical and orderly manner. The information must be presented in a commonly accepted format that is readily understood by both the public and public agencies.
6. Failure to Address Staff Comments in Resubmissions- When resubmitting documents, consultants must respond fully to all staff and City Attorney Office comments.
7. Failure to Meet Agreed Timelines, Activities, or Deliverables- Exceeding or deviating from the agreed-upon activities, timelines, or deliverables outlined in the project's scope of work without prior approval is unacceptable.
8. Legal Defensibility of Environmental Documents- Environmental documents must be legally defensible, as determined by the City Attorney's Office. Failure to produce legally sound documents may result in removal from the on-call list.
9. Inadequate Analysis- Reports should not simply cut and paste content from technical reports without providing meaningful analysis, interpretation, and logical flow.
10. Failure to Coordinate with Relevant Agencies- Consultants must follow up with and coordinate with City staff and relevant public agencies when clarification is needed for environmental reviews.
11. Inadequate Consistency Analysis- A response to a consistency analysis must include comprehensive discussions, providing a clear rationale for why a project would or would not conflict with policies. Simply restating the project description is insufficient.

12. Insufficient Detail on Regulatory Compliance- Documents should not merely restate regulatory measures without adding meaningful clarification or details regarding regulatory compliance.
13. Objectivity in Consultant Prepared Materials- Consultants shall remain neutral and provide only objective, unbiased materials and services to the Department.
14. Failure to Follow State CEQA Guidelines- Failure to comply with State CEQA Guidelines and State CEQA clearinghouse requirements for the requested service will be considered a violation of performance standards.
15. Timely Communication- Consultants shall respond to requests from the City within ten (10) business days. Failure to respond within (10) business days may lead to removal from the On-Call list. Similarly, the City will respond to inquiries and provide reviews within ten (10) business days, unless otherwise communicated.

CITY OF FRESNO

**Statement of Qualifications to Provide
On-Call Environmental Services
Pursuant to CEQA**

NOVEMBER 26, 2024

SUBMITTED BY:

**IMPACT
SCIENCES**



811 W. 7th Street, Suite 200
Los Angeles, CA 90017
(213) 935-1901
www.impactsciences.com

November 26, 2024

Nadia Salinas
Project Manager
City of Fresno
Planning and Development Department
2600 Fresno Street, 3rd Floor
Fresno, CA 93721

RE: Statement of Qualifications to Provide CEQA On-Call Environmental Services

Dear Nadia,

Impact Sciences is pleased to submit our statement of qualifications (SOQ) to provide on-call environmental consulting services pursuant to the California Environmental Quality Act (CEQA) for the City of Fresno (City). Impact Sciences is a California S-corporation founded in Thousand Oaks, California, and we have been preparing environmental documentation since the firm's founding in 1988. As a certified woman-owned, small, disadvantaged business enterprise (WBE/SBE/DBE), Impact Sciences is a collaborative team of environmental planners, technical specialists, and support staff serving projects throughout the state.

It is our understanding that the City is seeking to establish a list of qualified CEQA consultants that can support the City in navigating an evolving regulatory landscape, especially for private land development efforts. With a strong background in conducting environmental review for public and private land development projects, including mixed use, commercial, housing, and mobility projects throughout California, we are confident in our team's ability to implement effective approaches and solutions to support upcoming projects in Fresno.

Impact Sciences has assisted hundreds of local jurisdictions with a myriad of environmental documentation pursuant to CEQA, including environmental impact reports (EIRs); initial studies (ISs); negative declarations (NDs); mitigated negative declarations (MNDs); sustainable communities environmental assessments (SCEAs); and supportive technical studies for air quality, greenhouse gases (GHGs), noise/vibration, and other technical areas as required. We have previously worked in the City of Fresno as well as in the surrounding areas. Our work in the San Joaquin Valley is expansive, including projects in San Joaquin County, Visalia, Merced, Tulare, and Kern County. We strongly believe the varied experience of our team gives us a unique understanding of and sensitivity to the expansive range of issues that will be important to future projects in Fresno.

Further, our team recognizes the CEQA landscape is changing rapidly, especially as it relates to housing development. New exemptions are signed into law each legislative session with varying requirements. Our team stays up to date on the latest methods and approaches to statutory and categorical exemptions to ensure our clients are informed of approaches and options that could pertain to each project. We can make recommendations based on factors such as schedule, cost, as well as project site specific issues. We find by investing our time in the up front planning, we often save time and money for our clients by not having to change course mid project.

Impact Sciences proven approach to environmental review is to provide senior engagement every step of the way along with implementation of quality control measures that support the preparation of the full suite of CEQA documentation. Impact Sciences will lead environmental documentation efforts with trained professional staff who are experienced in analyzing a variety of environmental impact categories. Our SOQ includes further background on the technical capabilities of Impact Sciences' proposed team as well as an overview of the full suite of services we offer.

Nadia, thank you for considering Impact Sciences for this opportunity to support the City of Fresno. Should you have any questions, please reach out to me, Jessica Kirchner, at (213) 935-1901 or jkirchner@impactsociences.com. We look forward to connecting with you and other members of your staff to discuss our qualifications in greater detail and respond to any questions you may have regarding our team.

Sincerely,

A handwritten signature in black ink that reads "Jessica Kirchner". The signature is fluid and cursive, with the first name "Jessica" and last name "Kirchner" clearly legible.

Jessica Kirchner, AICP, Managing Principal
IMPACT SCIENCES, INC.

2. FIRM/TEAM OVERVIEW

2.1 Firm Overview

Impact Sciences has been preparing environmental documentation since its founding in 1988. Impact Sciences is a certified woman-owned, small, and disadvantaged business enterprise (WBE/SBE/DBE), headquartered in Los Angeles and serving clients all throughout California.

We take pride in creating lasting partnerships founded on trust and the spirit of collaboration. Impact Sciences specializes in all facets of environmental planning and our technical experts offer personalized service and high-level strategic guidance on a wide range of environmental planning issues. Impact Sciences' primary services include the full range of CEQA and the National Environmental Policy Act (NEPA) documents, which are thorough, credible, and structured to meet the unique needs and objectives of each project.

Impact Sciences has been involved in the environmental review of major projects for cities throughout California for its entire 36-year history. We can assist the City in all aspects of CEQA compliance, including the determination of whether the proposed action qualifies as a project under CEQA, and if so, what type of CEQA documentation is required. We have prepared all types of CEQA documents, ranging from documentation in support of categorical exemptions (CEs), initial studies (IS), negative declarations (NDs), mitigated negative declarations (MNDs), sustainable community environmental assessments (SCEAs), up to environmental impact reports (EIRs), including program and project EIRs, focused EIRs, supplemental EIRs, subsequent EIRs, and addenda to EIRs. Impact Sciences is also capable of preparing Findings of Fact and Statements of Overriding Considerations where necessary. Additionally, our team will assist with the distribution and filing of the required noticing of environmental documents, including but not limited to notices of preparation (NOPs), notices of availability / notices of completion (NOAs/NOCs) and notices of determination (NODs).

Impact Sciences has experienced in-house technical services staff who prepare rigorous technical studies in support of environmental analyses. These technical services include air quality and greenhouse gas emissions analyses; human health risk assessments; and noise and vibration analyses. We have assembled a list of highly qualified subconsultants that could support the preparation of other technical studies are typical of the types of projects expected as part of this contract, these include traffic engineering and vehicle miles traveled (VMT) consulting, biological resources, cultural resources, hazards and hazardous materials, and hydrology and water quality.

Impact Sciences is presently under contract to provide on-call environmental services with the many agencies throughout California, including, but not limited to: City of Milpitas, City of Oakland Public Works Department, City of Lafayette, City of Hayward, City and County of San Francisco, City of Modesto, City of Fremont, College of Marin, City College of San Francisco, City of Menlo Park, University of California – Merced, City of Los Angeles, County of Los Angeles Public Works, and the City of Pasadena Planning and Public Works. Impact Sciences has completed environmental documents under these contracts including stand-alone technical reports, Categorical Exemptions, Consistency Analyses, IS/MNDs, and EIRs. These on-call contracts require us to maintain a broad depth of knowledge to allow us to assist our clients in varying capacities.

IMPACT SCIENCES AT A GLANCE



FOUNDED in 1988 in
Thousand Oaks, California.



Our core values emphasize
COLLABORATION.



We are a **WOMEN-OWNED**
small business.



We value **HIGH-QUALITY**
documentation.



Senior experts provide
HANDS-ON client support.



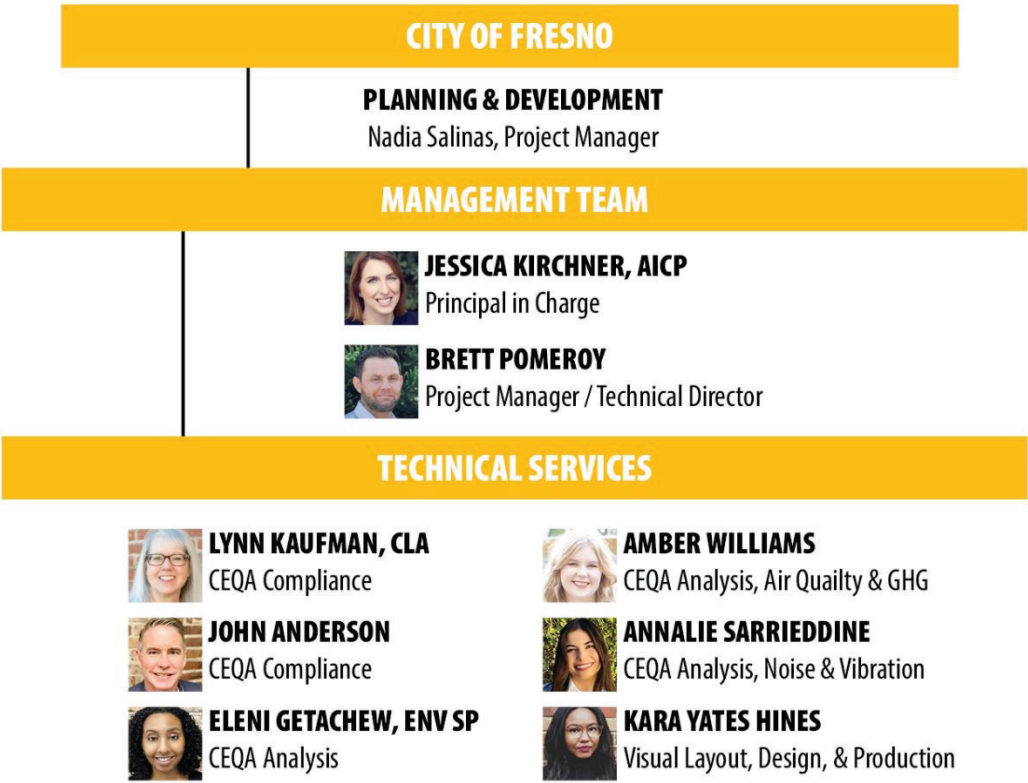
Impact Sciences delivers
WORKABLE SOLUTIONS.



We serve projects
THROUGHOUT CALIFORNIA.

2.2 Team Overview

The Impact Sciences team is made up of professionals with a broad background in preparing a variety of environmental documents. Our organizational structure starts with a strong management team who will be the primary point of contact as projects arise. We purposely create focused teams that closely align with our staff expertise and respond to the individual needs of a project. Resume summaries for members of the Impact Sciences team are included in **Section 5, Resumes**.



2.3 Key Personnel Experience

Key Personnel	Project Role	CEQA Compliance	Project Management	Private Land Development	GIS	Stakeholder Engagement	Land Use & Planning	NEPA Compliance	Air Quality & GHG	Noise/Vibration	Tribal Consultation	QA/QC
Jessica Kirchner, AICP*	Principal in Charge	√	√	√		√	√	√			√	√
Brett Pomeroy*	Technical Director	√	√	√		√	√	√	√	√	√	√
Lynn Kaufman, CLA	CEQA Compliance	√	√	√		√	√	√			√	√

Key Personnel	Project Role	CEQA Compliance	Project Management	Private Land Development	GIS	Stakeholder Engagement	Land Use & Planning	NEPA Compliance	Air Quality & GHG	Noise/Vibration	Tribal Consultation	QA/QC
John Anderson	CEQA Compliance	√	√	√		√	√	√			√	√
Amber Williams	CEQA / Air Quality & GHG	√		√	√			√	√	√		
Annalie Sarrieddine	CEQA / Noise & Vibration	√		√	√			√	√	√		
Eleni Getachew, ENV SP	CEQA Analysis	√		√			√				√	
Kara Yates Hines	Document Production				√							√

3. REFERENCES

3.1 References

City of Milpitas | 1355 California Circle Project Environmental Impact Report

Lillian VonHua, AICP, Senior Planner
City of Milpitas, Planning Department
455 E. Calaveras Blvd., Milpitas, CA 95035
lvanhua@milpitas.gov | (408) 586-3073

Impact Sciences prepared CEQA documentation for the proposed Pulte Homes residential development located at 1355 California Circle in the City of Milpitas. CEQA documents include an Environmental Impact Report; technical studies for greenhouse gas emissions, air quality, and noise/vibration; a Health Risk Assessment, and coordination of subconsultant technical studies for transportation/traffic, aesthetics, and cultural resources. The proposed project comprises up to 206 new residential units on a 6.69-acre site. The site is currently occupied by a 90,000 square foot building that has been vacant for several years. The applicant is working with the Milpitas Unified School District (MUSD) to create a program that would provide housing opportunities for their 900+ employees, within the 75 below-market-rate units. The proposed site is located to the east of Interstate 880 and a 35'-wide storm drain channel, west of California Circle.

"The Impact Sciences team was wonderful to work with."

CITY OF MILPITAS | Lillian VanHua,
Senior Planner

Project Team: Jessica Kirchner, Corporate Commitment; John Anderson, Principal in Charge; Brett Pomeroy, Technical Director; Eleni Getachew, Planner; Annalie Sarrieddine, Planner; Kara Yates Hines, Publications Manager

City of Milpitas | Stratford School Project Initial Study / Mitigated Negative Declaration

Lillian VanHua, AICP, Senior Planner
City of Milpitas, Planning Department
455 E. Calaveras Blvd., Milpitas, CA 95035
lvanhua@milpitas.gov | (408) 586-3073

Impact Sciences prepared an Initial Study / Mitigated Negative Declaration for the City of Milpitas Stratford School Project. The Stratford School Project, located at 125 N. Milpitas Boulevard comprises the repurposing of an existing, vacant single-floor commercial building into the Stratford School campus. The scope of work includes demolishing and redesigning the interiors of the existing building of approximately 44,088 square feet. The proposed school project includes a multi-purpose hall; administrative block comprising offices, conference room, work room, and breakroom for teachers; 20 classrooms (12 preschool, 4 kindergarten, 4 elementary); external play areas; parking; and other site improvements. Impact Sciences also prepared Air Quality and Noise/Vibration technical reports and coordinated with subconsultant Hexagon Transportation for the preparation of Transportation Study.

City of Hayward | Maple & Main Mixed-Use Development Project Addendum, Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and Categorical Exemption



Jeremy W. Lochirco, Planning Manager
City of Hayward, Development Services Department, Planning Division
777 B Street, Hayward, CA 94541
jeremy.lochirco@hayward-ca.gov | (510) 583-4239

This proposed mixed-use project included development of 314 rental apartments, including 19 units of affordable to very low and low-income households; 7,100 square feet of ground floor retail space; and related site and frontage improvements at 22330 Main Street. Impact Sciences prepared the required Addendum to a previously certified Specific Plan EIR and a site-specific MND with Mitigation Monitoring and Reporting Program supporting approval of a Major Site Plan Review, Administrative Use Permit, and Density Bonus Application. Impact Sciences was retained to complete the required technical studies and a Class 32 Infill CEQA Exemption (CE) for the project. During the project due diligence period, it was determined that the Department of Toxic Substances Control (DTSC) was overseeing a stalled Remedial Action Workplan (RAW) for the site. The DTSC process was on-hold due to the bankruptcy of the previous site developer. The remedial action excluded the use of a CE for CEQA compliance.

Working with the City of Hayward, the Developer, and DTSC, Impact Sciences recommended and completed an Addendum for the project. The City of Hayward was able to certify the Addendum in September 2022, and the DTSC also used the Addendum as CEQA compliance for the remedial action at the site.

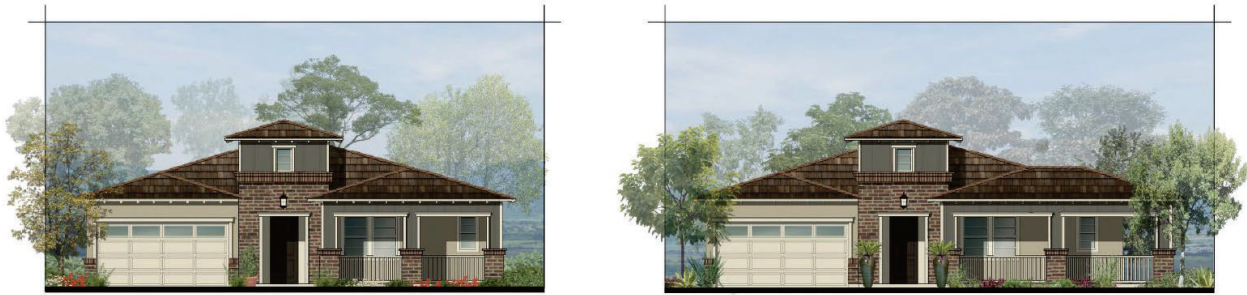
Project Team: Jessica Kirchner, Corporate Commitment; John Anderson, Principal in Charge; Brett Pomeroy, Technical Director; Annalie Sarrieddine, Planner; Amber Williams, Technical Specialist; Kara Yates Hines, Publications Manager

City of Petaluma | Davidon Homes / Scott Ranch Project Revised Draft Environmental Impact Report

Olivia Ervin, Principal Environmental Planner
City of Petaluma, Community Development Department
11 English Street Petaluma, CA 94952
oervin@cityofpetaluma.org | (707) 778-4556

Impact Sciences, for the City of Petaluma, prepared a Revised Draft EIR (2020) to provide an assessment of the potentially significant environmental effects of the Scott Ranch project. The project consists of a modified Davidon

Residential Project component, comprising 28 single-lot homes (a proposed reduction compared to the 93-lot residential development evaluated in the 2013 Draft EIR and the 66-lot residential development evaluated in the 2017 Revised Draft EIR). The Revised Draft EIR (2020) also provides an assessment of potential environmental impacts of the off-site Helen Putnam Regional Park Trail project proposed by Sonoma County Regional Parks. The project Applicants requested the following approvals: (1) a General Plan Amendment to modify and clarify General Plan Policy 2-P-68, (2) Amendment of General Plan Figure 5-2, (3) a rezoning from Residential 1 (R1) to a Planned Unit District (PUD), (4) adoption of Planned Unit Development Plan and Guidelines; and (5) a Vesting Tentative Map to subdivide the project parcels into residential, open space, public access, and parking lots. In addition, Site Plan and Architectural Review (SPAR) was required for development of the single-family homes, associated landscaping, and lighting in the residential component and for public improvements proposed as part of the Putnam Park Extension Project component.



The project was unanimously approved by the City Council in March 2021. At an August 9, 2022, Planning Commission meeting, the Commission considered the Final EIR, the requested entitlements, received public comment, and made a recommendation to Council. On February 27, 2023, the City Council held a hearing to consider the Planning Commission recommendation and public comment.

Project Team: Jessica Kirchner, Corporate Commitment; Lynn Kaufman, Principal in Charge; Brett Pomeroy, Technical Director; Kara Yates Hines, Publications Manager

3.2 Relevant Projects

Impact Sciences

City of Sacramento | Sacramento Mixed Use Development Project IS/MND and Air Quality and Noise/Vibration Technical Reports



Impact Sciences prepared an IS/MND and technical reports for air quality and noise/vibration for the Sacramento Mixed Use Development Project. The proposed project entails the demolition of two existing one-story vacant buildings and construction of a new mixed-use building with commercial, parking garage, and four floors of apartments located above. The mixed-use development would include ground floor retail, coffee, and/or restaurant uses with public plazas

for outdoor dining, and amenities, utilities, and parking spaces to accommodate commercial customers and residents. The Project Site is located within the North Sacramento Community Plan Area and is designated as a Suburban Corridor in the 2035 Land Use and Urban Form map. The Project Site and its surrounding parcels are currently zoned General Commercial (C-2).

Client Reference: Sal Caruso Design Corporation, Sebastiano Beretta, Designer, sberetta@caruso-designs.com | (408) 998-4087

Project Team: Jessica Kirchner, John Anderson, Brett Pomeroy, Amber Williams, Annalie Sarrieddine, Eleni Getachew, Kara Yates Hines

Work Product: <https://www.dropbox.com/scl/fo/ultlhvnyq7tzjh07e6yqz/APHvqor4-miP4Wag28Jdp-E?rlkey=hr5ab7q27jiaghvi8briuhdzd&st=5crzsmt2&dl=0>

Ohlone Community College District | Ohlone College Newark Center Affordable Student Housing Project Initial Study and Mitigated Negative Declaration



Impact Sciences prepared an Initial Study / Mitigated Negative Declaration for the development of the proposed Ohlone College Newark Center Student Housing Project. The project comprises two three-story residential buildings with 191 units, one resident and community center, one building containing a childcare center, one maintenance facility building, and 200 new parking spaces for residents and employees. It was determined that although the Project could have a significant effect on the environment, there would not be a significant effect in this case because revisions to the project design in the project that would avoid or reduce all potential significant effects to a less than significant level.

Client Refence: Ohlone Community College District, Chris Dela Rosa, cdebarosa@ohlone.edu, (510) 659-6038

Project Team: Jessica Kirchner, Brett Pomeroy, Eleni Getachew, Amber Williams, Annalie Sarrieddine, Kara Yates Hines

Work Product: <https://www.dropbox.com/scl/fi/t7v8knlc7q3f4kijv9bk/Ohlone-Student-Housing-IS-MND.pdf?rlkey=64sq3xjkmb2g6ela6x6f8iyl&st=sp5gwpud&dl=0>

Santa Clara Unified School District | Peterson-Laurelwood Master Plan Environmental Impact Report

Impact Sciences prepared an EIR for the proposed Peterson-Laurelwood Master Plan and the existing Laurelwood Elementary School Campus. The proposed project includes the development of a master plan for the Patrick Henry Campus, Peterson Site (fields, tennis courts, parking lots/drop-off areas, and the environmental center), Santa Clara Unified School District (SCUSD) Farm, the new Laurelwood Elementary School, and the future programs at the existing Laurelwood Elementary School Campus. The Proposed Master Plan supports SCUSD's Vision 2035 and the SCUSD Board of Trustee's direction for Bond Measure BB funding. In 2018, SCUSD voters approved General Obligation Bond Measure BB to authorize \$720 million to fund critically needed safety, modernization, and new construction projects. Some of Measure BB bond funds will be used to design and build a new Laurelwood Elementary on a portion of the Patrick

Henry Campus, a 300-seat Alternative High School on the fields north of the existing Patrick Henry buildings, and new fields at the existing Peterson Middle School. The SCUSD created a master plan for the area to encompass all SCUSD assets within the plan's boundaries.

Client Refence: Santa Clara Unified School District, Michal Healy, Architect, LEED AP, Director, Facility Development and Planning, mhealy@scusd.net, (408) 423-2085

Project Team: John Anderson, Brett Pomeroy, Lynn Kaufman, Eleni Getachew, Annalie Sarrieddine, Kara Yates Hines

Work Product: <https://www.dropbox.com/scl/fo/bnts9p0g6uykv82n4s3fp/ABVNgkVYcgCtidNWvS7dGfq?rlkey=1u3uiwvjamvb0lxo1n6cwu2j&st=9cd5mn1b&dl=0>

4. WORK SAMPLES

Work samples of environmental documentation prepared by Impact Sciences can be found at the links provided below:

4.1 Public Agencies

- City of Milpitas, 1355 California Circle Project Environmental Impact Report, Available online at: <https://www.dropbox.com/scl/fi/r4qjqpg0vayhyitayt2bl/Milpitas-1355-California-Cir-Draft-EIR-070623.pdf?rlkey=trkvnslzhxitegnunhwzb7wqd&st=dxhdqb7g&dl=0>
- City of Los Angeles, Harbor LA Community Plans Update Environmental Impact Report, Available online at: <https://www.dropbox.com/scl/fi/kclcb0x45orosyv993wb3/City-of-LA-Harbor-LA-Draft-EIR.pdf?rlkey=u1qh8b9v0sek5xpdo1ruu3b8d&st=fy1knwb6&dl=0>
- Ohlone College Newark Center Affordable Housing Project Initial Study / Mitigated Negative Declaration. Available online at: <https://www.dropbox.com/scl/fi/t7v8knlce7q3f4klyv9bk/Ohlone-Student-Housing-IS-MND.pdf?rlkey=64sq3xjkm2g6ela6x6f8iyl&st=q1sj4cq4&dl=0>

4.2 Private Development

- Sal Caruso Design Corporation, Sacramento Mixed-Use Development Project Initial Study, Noise Technical Study and Air Quality Technical Study. Available online at: <https://www.dropbox.com/scl/fo/ultlhvngv7tzjh07e6yqz/APHvqor4-miP4Wag28Jdp-E?rlkey=hr5ab7q27jiaghvi8briuhdzd&st=zce9a0bl&dl=0>
- Lendlease, 3401 S La Cienega Sustainable Communities Environmental Assessment. Available online at: <https://www.dropbox.com/scl/fo/g6w4sxc7rlc0jl4pb6nsq/ADKTCovfcqc7p-Ff2WLL7o?rlkey=yhxsu18324ecy19gx6besxwvx&st=6dup3ja0&dl=0>

5. RESUMES

Jessica Kirchner, AICP, Owner & Managing Principal

Project Role: Principal in Charge

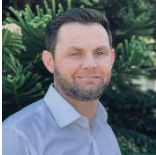


As owner and principal, Jessica frequently serves in multiple roles on projects, including contract and project manager. She also conducts and writes environmental analyses all while overseeing the firm’s most high-profile clients, revenue, and growth of the firm. With 20 years of experience and a background in journalism, Jessica’s emphasis on clear, concise documents that are not overly complicated has become a company hallmark, along with the ability to deliver projects on unbelievably tight deadlines. She is highly skilled at taking technical documents and concepts and translating them into reader-friendly concepts. Jessica has overseen the preparation of numerous technical reports and environmental documents. She serves as Principal in Charge for multiple housing, institutional, and educational projects including commercial and mixed-use projects throughout Southern California. She has additional expertise in streamlining and tiering of projects.

Education	Relevant Experience
Master’s Degree in Urban Planning, University of Southern California Bachelor of Arts, Journalism, Rutgers University	Public Agencies • Project Manager for the Kern Council of Governments 2014, 2018, and 2022 Regional Transportation Plan/Sustainable Communities Strategy EIR • Project Manager for the Tulare County Association of Governments 2018 Regional Transportation Plan/Sustainable Communities Strategy EIR • Project Manager for the San Joaquin Council of Governments 2014 Regional Transportation Plan/Sustainable Communities Strategy EIR • Project Manager for the Fresno BRT IS/EA Private Development • Principal in Charge for the Landers Hotel IS/ND and Air Quality & Greenhouse Gas Technical Study • Principal in Charge for the 3401 La Cienega Boulevard SCEA Project • Principal in Charge for the 3401 Cerritos Avenue EIR Project

Brett Pomeroy, Associate Principal

Project Role: Technical Director



Brett has more than 19 years of professional experience in the environmental planning field with an emphasis in environmental compliance pursuant to CEQA and the National Environmental Policy Act (NEPA). Brett has successfully completed numerous CEQA documents in support of land use development projects in the state. Brett also specializes in the preparation of technical studies in support of CEQA/NEPA documentation. Specifically, Brett has extensive experience in the preparation of technical studies associated with air quality, greenhouse gases (GHGs), community noise and vibration, and health risk assessments (HRAs). Brett possesses a broad understanding of environmental and regulatory issues that affect land development in California and has managed numerous projects for high-density residential and mixed-use development projects, commercial office complexes, educational/institutional campus plans, regional shopping malls, and regional entertainment and sporting facilities.

Education	Relevant Experience
Bachelor of Science, Natural Science, Loyola Marymount University	• Technical Lead for the Santa Clara County Unified School District Peterson Laurelwood Master Plan EIR • Technical Director for the City of Milpitas Stratford Preparatory School Project IS/MND and Technical Studies

Education	Relevant Experience
	Technical Lead for the Sacramento Mixed Use Development Project IS/MND and Air Quality and Noise/Vibration Technical Reports

John Anderson, Associate Principal

Project Role: CEQA Compliance



John has more than 30 years of experience in the regulatory, environmental health and safety, and environmental planning industries. He has managed large environmental programs and projects across North America. John has most recently focused on the housing, education, mobility, and environmental justice planning and compliance markets. He is currently serving as the Principal in Charge for multiple affordable and supportive housing projects, school and college master plans, as well as public works projects across California. Previously, John has managed the Environmental Planning Program for the Los Angeles Unified School District (LAUSD); prepared Program EIRs for water authorities as well as community college and K-12 school districts; performed due diligence for public- and private-sector clients for real estate and corporate acquisitions; and has been retained as an expert witness in relation to school, transportation, and remediation projects. John has extensive experience in project management, staff development, and financial and administrative management. He's provided senior oversight for projects in the areas of CEQA/NEPA environmental impact reporting, risk management, preliminary endangerment assessments, Phase I and follow-on invasive site investigations, and litigation support.

Education	Relevant Experience
Master of Arts, Business Economics, University of California, Santa Barbara Master of Philosophy, Environmental Policy, RAND Graduate School, Bachelor of Science, Mathematics and Economics, University of California, Santa Barbara	- Project Director for the County of Monterey Parkside Manor Redevelopment Project IS/MND and Environmental Assessment - Principal in Charge of the City of Hayward Maple and Main Development Project Addendum - Principal in Charge of the City College of San Francisco (CCSF) Addendum to the 2019 Facilities Master Plan EIR - Principal in Charge of the Santa Clara County Unified School District (SCUSD) Peterson Laurelwood Master Plan Draft Environmental Impact Report

Lynn Kaufman, CLA, Associate Principal

Project Role: CEQA Compliance



Lynn has more than 25 years of experience in both the management and preparation of environmental review documents pursuant to CEQA and NEPA for clients in both the public and private sector. Lynn has written numerous CEQA analyses for high profile and environmentally sensitive projects in both urban and rural settings, and acts as a day-to-day contact for in-house and agency staff, subconsultants, and applicants, providing valuable insight to identify environmental constraints and feasible mitigation measures. Lynn's duties also include project scheduling, budgeting, conducting field surveys, preparing proposals and graphics, providing quality control review and feedback, and training entry-level staff. Her diverse project experience includes commercial/retail, mixed-use, single-, multi-family and affordable residential, institutional, and master planned developments throughout Southern California.

Education	Relevant Experience
University Extension Professional Designation Award, Landscape	- Task Leader for the Kern Council of Governments 2014 and 2018 Regional Transportation Plan/Sustainable Communities Strategy EIR - Project Manager for the Hitch Ranch Specific Plan Project EIR - Task Leader of the Harbor LA Community Plans Update EIR

Education	Relevant Experience
Architecture, University of California, Los Angeles Bachelor of Arts, Design and Fine Art, California State University, Northridge	- Principal in Charge for the City of Petaluma Scott Ranch / Davidon Homes Project EIR - Principal in Charge for the City of Los Angeles Found Residences Project SCEA

Eleni Getachew, ENV SP, Planner

Project Role: CEQA Analysis

Eleni Getachew is a generalist environmental planner. She brings five years of local environmental planning and remediation project experience. Currently focused on projects in Southern California, Eleni has prepared CEQA/NEPA documentation for local planning, infill development projects, and locally and federally funded roadway projects. She is also familiar with Caltrans requirements, including the Standard Environmental Reference (SER). Through strong research she has assisted in delivering technical studies, such as Community Impact Assessments, Revalidations, and Phase I Initial Site Assessments. Additionally, Eleni has a background in environmental sustainability, environmental justice, and school-related projects.

Education	Relevant Experience
Bachelor of Science, Environmental Policy Analysis and Planning (Minor in Community Development), University of California, Davis	- Planner for the City of Bell Cheli Specific Plan EIR - Planner for the Norwalk Specific Plan EIR - Planner for the Mikasa Luxury Villas Residential Development Project IS - Planner for the Sacramento Apartments Mixed-Use Development Project IS - Planner for the Landers Hotel Project IS/ND

Amber Williams, Technical Specialist

Project Role: CEQA Analysis, Air Quality and Greenhouse Gas

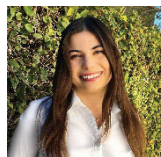


Amber has 5 years of professional experience in both the private and public sector as an environmental planner and technical specialist. She specializes in air quality, GHG, noise, and energy assessments and analyses. Furthermore, she is proficient in the use of California Emissions Estimator Model (CalEEMod), Emission Factor (EMFAC), the Roadway Construction Noise Model (RCNM), and other industry standard emissions and noise modeling tools. In addition to environmental planning, she has experience in city planning and with the preparation of CEQA and NEPA documents. Her extensive knowledge on local, county, state, and federal laws and regulations, in addition to her technical expertise in collecting field measurements and managing complex data, allow her to meet both the technical and planning needs of public and private projects.

Education	Relevant Experience
Bachelor of Arts, Geography, California State University, Fresno	- Technical Specialist for the City of Long Beach Wardlow at 3401 Cerritos Affordable Housing Project Focused EIR - Technical Specialist for the 12th Street Promenade Class 32 Categorical Exemption Project - Technical Specialist for the Sacramento Mixed Use Development Project IS/MND and Air Quality and Noise/Vibration Technical Reports

Annalie Sarrieddine, Planner

Project Role: CEQA Analysis, Noise and Vibration



Annalie brings a diverse set of skills to the team. She is an experienced Geographic Information Systems (GIS) technician and CEQA Analyst with experience supporting the preparation of air quality, GHG, and noise technical reports. Further, Annalie is proficient in using various technical modeling tools, including CalEEMod, RCNM, and the G4 Utility Sound Level Meter. She has experience coordinating with local governments and organizations, preparing habitat assessments, and leading community outreach campaigns. Additionally, Annalie assists with the production of environmental documents and has graphic design experience and familiarity with Adobe Illustrator and Photoshop.

Education	Relevant Experience
Bachelor of Science, Environmental Science & Resource Management, California State University, Channel Islands	- Associate Planner for the City of Ontario Grand Park Specific Plan Addendum - Associate Planner for the City of Pomona 2565 S. Campus Drive Multi-Family Apartments Project Exemption Statement and Technical Studies - Associate Planner for the Ohlone College Newark Center Affordable Student Housing Project Initial Study and Mitigated Negative Declaration and Addendum

Kara Yates Hines, Manager, Publications & Proposals

Project Role: Visual Layout, Graphic Design, Document Production

Kara has more than 14 years of combined experience in publishing, quality control coordination, science and public health technical writing and editorial review, and digital marketing. As the primary manager for document production, Kara implements the firm's operational processes and manages the document publishing process, including QA/QC review, graphic design, formatting, visual layout, and production for print and digital documents. With a unique understanding of the CEQA process and best practices for publishing technical documents, Kara ensures the firm's environmental reports are publicly accessible, easy to read and understand, well organized, and visually appealing.

Education	Relevant Experience
Master's in Publishing, George Washington University	- Production Manager for the City of Milpitas 1355 California Circle EIR - Production Manager for the Davidon Homes / Scott Ranch Revised Draft EIR. Impact Sciences
Bachelor of Arts, English, Spelman College	Production Manager for the Green Valley II EIR

6. SUMMARY OF QUALIFICATIONS

6.1 Our Services

Our environmental team assists clients with every step of the project, from conception to completion. A hallmark of all Impact Sciences' environmental analyses is the presentation of often complex and scientific information in a clear, concise, and straight-forward manner that is readily understood by the trained professional and the lay-person. We have found over the years that this approach facilitates a project's transition from proposal to reality by ensuring that all concerned have a common point of understanding about the consequences of decisions related to the environment. Our full suite of services include:

- **CEQA/NEPA Compliance**
 - Initial Studies (ISs)
 - Categorical Exemption and Exclusion (CEs)
 - Alternatives Analyses
 - Affordable/Supportive Housing streamlining and compliance
 - NDs/MNDs
 - Project and Program EIRs
 - Responses to Comments
 - Addendums to EIRs/NDs
 - Sustainable Communities Environmental Assessments (SCEAs)

- Mitigation Monitoring and Reporting Programs (MMRPs)
- Sustainable Communities Project Exemptions (SCPEs)
- Preliminary Environmental Assessment Reports (PEARs)
- Environmental Assessments (EAs)
- Environmental Impact Statements (EISs)
- Tiered and Joint CEQA/NEPA documents
- Notices of Preparation (NOPs)
- Notices of Completion (NOCs)
- Notices of Exemptions (NOEs)
- CEQAnet Submittal
- Findings
- **Air Quality and Greenhouse Gas Technical Services**
 - Air Quality Modeling and Reporting
 - Health Risk Assessments (HRAs)
 - GHG Studies and Reporting
 - Peer Review and Expert Witness Testimony
- **Noise and Vibration Studies/Modeling**
 - Noise Measurement and Monitoring
 - Peer Review and Expert Witness Testimony
- **Planning Services**
 - Environmental Justice Analysis and Elements
 - Safety Elements
 - Preparation of Ordinances, Staff Reports, Agency Support
 - GIS Mapping
 - Sustainability Planning
 - Adaptation and Resiliency Planning and Reporting

6.2 Conceptual Scope of Work

Impact Sciences effectively manages the environmental process for both public and private projects. Part of effective project management includes the development of communication and project management protocols, which are implemented in coordination with our clients at the outset of every project. These protocols help to outline the process for communication, schedules, and document-review procedures. Below is a general description of our approach to projects. This scope of work generally describes our approach to an EIR, however, each project would be scoped according to project specifics.

Task 1: Project Management

Kickoff Meeting. Impact Sciences will attend one (1) kick-off meeting with City staff. Our team will prepare an agenda for the kick-off meeting and a draft schedule for review. The kick-off meeting will include a discussion of the project description, baseline, objectives, and scope of the environmental documents. Impact Sciences will prepare meeting minutes and a revised schedule and distribute to the team. Typical objectives of the kick-off meeting emphasize team collaboration and organization (see inset).

Project and Community Meetings. To ensure constant communication, the team will attend project team meetings with City staff as well as Planning Commission and City Council meetings.

Task 2: Site Investigation, Data Collection, and Review

Impact Sciences will work with the City to obtain the necessary project details, including scope and timeline to determine the appropriate CEQA path for each project. Background information including zoning and land use designations, applicant-supplied technical studies, and existing environmental conditions will be reviewed. Our team will provide the City with a data needs list to facilitate information sharing.

PROJECT KICKOFF OBJECTIVES

- **Identify client objectives for the CEQA process.**
- **Outline Project Description for the proposed project.**
- **Establish clear, effective communication protocols.**
- **Identify areas of potential controversy and solutions.**
- **Review relevant background information.**
- **Finalize project schedule and discuss key milestones.**

Task 3: Project Description

The project description forms the basis of the environmental analysis, and therefore an accurate and detailed project description must be completed at the outset of any environmental review process to ensure the completeness and legality of the CEQA document. The project description will be prepared in accordance with the *State CEQA Guidelines*. We anticipate City staff, or the project applicant, will provide the necessary data to include in the project description, specifically a description of the timeline, objectives, and proposed improvements.

Task 4: Administrative Draft Environmental Document

As part of this task, Impact Sciences will review existing project information, including available technical reports and design documents. Impact Sciences will prepare one (1) fully documented draft for the proposed project, pursuant to the *State CEQA Guidelines*. To ensure that the project is viewed in the proper context, complete descriptions of the existing site conditions and current and planned use of the site will be provided. This is important because CEQA requires the proposed project to be compared to the existing environmental conditions to determine the significance of the project. Impact Sciences will coordinate one (1) round of comments and revisions with City staff on the administrative draft environmental document.

“Impact Sciences did a great job with the NOP and EIR for the project. The EIR was beautifully written.”

PULTE HOMES | Jim Sullivan, Vice President

Task 5: Screencheck Draft Environmental Document

Having addressed all comments on the administrative draft, Impact Sciences will provide a camera-ready draft of the environmental documents in PDF format, including any graphic representations and maps. For this task, Impact Sciences will facilitate one (1) round of revisions to the screencheck draft, if necessary, and prepare a draft document for public review.

Task 6: Public Draft Environmental Document

Impact Sciences will prepare and circulate the draft environmental document for the required public review period. Our team will prepare the Notice of Completion (NOC) and distribute the notice to the State Clearinghouse. The City will be responsible for publishing the NOC with the County Clerk. If necessary, our team can assist with additional mailing. During the comment period, our team can attend a hearing on the project, if requested.

Task 7: Final Environmental Document

Impact Sciences will review all comments received during a public review period and prepare draft written responses to these comments. Please note that the time necessary to complete this task is highly dependent on the number of comments received. Impact Sciences will prepare the Final document and a Notice of Determination (NOD), if required, incorporating any changes and input from City staff review. We will distribute the NOD to the State Clearinghouse, as required by CEQA. The City will be responsible for publishing the NOD with the County Clerk.

Task 8: CEQA Training Presentation (Optional)

Impact Sciences is also able to provide CEQA training presentations to the City during the contract period. These trainings provide decision makers with an understanding of the environmental review process so that they can make informed decisions. We are experienced with providing straight forward, easy-to-follow presentations regarding the CEQA process. Our Managing Principal Jessica Kirchner has experience holding a one-day training seminar for Los Angeles Metro, City College of San Francisco (CCSF), and the City of Compton. Seminars can provide an overview and history of CEQA and NEPA, and then move into guidelines for preparing CE, ISs, and MNDs. Our technical staff members can also provide City staff training in the form of “lunch and learn” workshops on various environmental topics. These trainings can provide decision makers with a general understanding of the CEQA process and their roles as decision makers.

7. RATE SHEET

Personnel charges are for work directly related to projects. Charges for personnel services are based on an hourly rate for time charged to the project. Current personnel classifications and rates are as follows:

<u>Classification</u>	<u>Hourly Rate</u>
Principal/Managing Principal	\$295.00
Associate Principal	\$260.00
Technical Director	\$250.00
Senior Project Manager	\$185.00
Senior Technical Specialist	\$185.00
Project Manager	\$165.00
Senior Planner	\$175.00
Technical Specialist	\$160.00
Planner	\$150.00
Assistant Technical Specialist	\$140.00
Associate Planner	\$135.00
GIS Technician	\$175.00
Assistant Planner	\$125.00
Graphics	\$125.00
Publication	\$125.00
Clerical/Administrative	\$80.00

Travel time spent in the interest of the client will be charged at the hourly rate. When it is necessary for an employee to be away from the office overnight, subsistence will be charged. Contract personnel will be charged according to the hourly rates for their category as listed above.

Other Charges

Subcontractors	Cost plus 15 percent
Expenses and Outside Reproduction Charges	Cost plus 15 percent

Staff Mileage Expense

IRS standard reimbursement rate

Internal Reproduction Costs

<u>Single Sided Black and White Copies</u>	
8.5"x11"	\$0.20 per copy
11"x17"	\$0.40 per copy
<u>Double Sided Black and White Copies</u>	
8.5"x11"	\$0.30 per copy
11"x17"	\$0.60 per copy
<u>Single Sided Color Copies</u>	
8.5"x11"	\$0.80 per copy
11"x17"	\$1.60 per copy
<u>Double Sided Color Copies</u>	
8.5"x11"	\$1.60 per copy
11"x17"	\$3.20 per copy
<u>Document Scanning</u>	\$1.00 per page

Preparation for court appearances, depositions, presentations to regulatory boards, or other special requests for testimony will be charged on a time-and-materials basis.

8. OTHER INFORMATION

8.1 Our Process

Our proven process emphasizes senior engagement and implementation of quality control measures that support the preparation of the full suite of CEQA documentation. Senior staff will be engaged with and available to the City for all projects from start to finish. Our collaborative, accessible working culture allows Impact Sciences to prioritize opportunities for CEQA streamlining; prepare documents informed by contemporary court decisions and prevailing legal challenges; produce work product that is easy to understand; offer flexibility and efficiency (e.g., expedited project schedules); and leverage planning systems to track project progress and provide accessibility and transparency (e.g., Vantagepoint, Sharepoint, Teams, and Monday.com management tools).



Efficient management will be ensured through coordination with agency staff and the project management systems in place at Impact Sciences. Our overall workload planning program is designed to ensure that sufficient resources are available to project managers to successfully complete projects on schedule and within budget. Impact Sciences’ system has been designed to match the needs of the complex interdisciplinary projects typically managed by our firm. Our emphasis on proper organization of a new project from the beginning is the key to meeting project budgets and schedules. Impact Sciences’ routine quality control includes a principal review of data interpretation and analytical methods. The project manager typically reviews work products in progress and compiles all completed products in accordance with internal deadlines. Once the document is compiled, the principal then reviews the conclusions and recommendations of the document against the quality-control standards mentioned above and provides final approval prior to delivery to the client. This stepped method allows for the review of the documents by management positions during different periods of completion and allows us to provide our client with a quality product.

Task Management

Impact Sciences uses cloud-based platforms like Microsoft *Sharepoint* to store all project-related documents, including meeting minutes, draft deliverables, and presentations. This approach ensures transparency and facilitates easy access to data by our internal team. We offer various communication channels designed to meet the City’s preferences, from email communication and conference calls to video conference and in-person meetings. Our priority is to respond promptly to questions and concerns, offering a seamless flow of information between our internal team and agency staff. Additionally, we keep detailed engagement records to track project interactions, which support the preparation of our CEQA documents. Flexibility is a main priority as we adapt our communication methods to the specific elements and needs of the project team.

A core value at Impact Sciences is to work collaboratively at every phase of a project. As such, Impact Sciences uses *Monday.com*, a web-based project and task management tool, to enhance team communication and assign and track the status of tasks. Monday.com is a hub for project management and collaboration, helping team members stay informed about project priorities and updates. Our work plan would be entered into Monday.com, detailing tasks and associated deliverables. The Monday.com tool can be made accessible to the City at no additional cost, further

promoting transparency and efficiency in project-related communication. A sample *Monday.com* project board is presented below.

PM Board 2024 Integrate Automate / 2

Main Table Gantt Kanban Calendar Battery +

New Item Search Person Filter Sort Hide

Project Schedule and Assignments

Item	Task Timeline	Duration	Dependent On	Planner	Planner Status	Planner Dead...	PM	PM Status	PM Deadline
Kick-off Activities 8	Aug 1	0							
Project Description 3	Aug 1 - 2	2	Kick-off Activities						
Air Quality Technical Study 9	Aug 5 - 13	9	Project Description						
GHG Technical Study 9	Aug 5 - 13	9	Project Description						
Noise/Vibration Technical Study 9	Aug 5 - 13	9	Project Description						
Health Risk Assessment 9	Aug 5 - 13	9	Project Description						
Subconsultant Tech Studies 11	Aug 5 - 13	9	Project Description						
Admin Draft 29	Aug 14 - Sep 5	23	Project Description						
Client Review of Admin Draft	Sep 6 - 17	12	Admin Draft						
Admin Draft Revisions / Screencheck	Sep 18 - 29	12	Clie...						
Client Review of Screencheck Draft	Sep 30 - Oct ...	17	Admi...						
Public Draft	Oct 17 - 20	4	Clie...						
Noticing	Oct 17 - 20	4	Public Draft						
Publish Draft Document	Aug 16	0	Public Draft						
Public Review Period	Oct 16 - Nov 16	32	Publ...						
Admin Final Document 10	Nov 18 - Dec 2	15	Publ...						
Client Review of Admin Final Doc	Dec 3 - 14	12	Admi...						
Admin Final Revisions / Screencheck	Dec 16 - 27	12	Clie...						

Budget and Schedule Management

Impact Sciences' success is largely due to our ability to effectively manage budgets and scheduling using a firm-wide project cost tracking system (*Vantagepoint*) that provides easy access for project managers and staff to monitor project status and financials. Vantagepoint provides accounting, billing, and planning integrated into a single database. The project manager can access project costs data through a variety of reports and interactive dashboards. Our project administration staff (billing and accounting) can work independently of the project manager in tracking and accruing costs, while the project manager can simultaneously project and monitor future project tasks. The project manager reviews and approves all time costs weekly and is responsible for reviewing and approving all subcontracting and subconsultant invoices. All project time and costs are posted daily so that a real-time synopsis of project information is available. *Vantagepoint* also provides for project schedules to be integrated with costs. Each project's phase and tasks are allocated by week or month.

9. LEGAL DOCUMENTS

9.1 Statement of Acceptance of the Indemnification and Insurance Requirements Form

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS FOR ON-CALL ENVIRONMENTAL REVIEW
SERVICES PURSUANT TO CEQA**

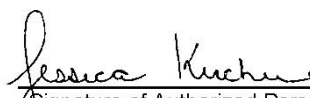
BID FILE NO. 12501022

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

☒ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:



Signature of Authorized Person

Jessica Kirchner, President & CEO

Type or Print Name of Authorized Person

9.2 Disclosure of Conflict of Interest Form

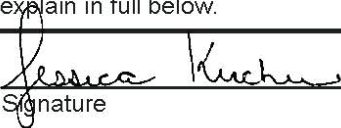
EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST

[Project Title] City of Fresno On-Call Environmental Services

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.


Signature

November 27, 2024
Date

Jessica Kirchner
(Name)

Impact Sciences, Inc
(Company)

811 W. 7th Street, Suite 200
(Address)

Los Angeles, CA 90017
(City, State Zip)

9.3 Local Preference Certification Form

This form is not applicable to Impact Sciences and is, therefore, excluded from our Statement of Qualifications.



CITY OF FRESNO

**Supplemental SOQ to Provide
On-Call Environmental Services
RFQ No. 12501022**

JANUARY 16, 2024

SUBMITTED BY:

**IMPACT
SCIENCES**



811 W. 7th Street, Suite 200
Los Angeles, CA 90017
(213) 935-1901
www.impactsciences.com

January 16, 2025

Nadia Salinas
Project Manager
City of Fresno
Planning and Development Department
2600 Fresno Street, 3rd Floor
Fresno, CA 93721

RE: Supplemental Statement of Qualifications to Provide CEQA On-Call Environmental Services, RFP No. 12501022 for the City of Fresno Planning and Development Department

Dear Nadia,

As requested, Impact Sciences is providing supplemental information to our original on-call statement of qualifications dated November 25, 2024, in response to RFQ No. 12501022. A range of estimated costs and estimated schedule for various environmental documents is provided below including samples of detailed cost breakdowns.

Nadia, thank you for considering Impact Sciences for this opportunity to support the City of Fresno. Should you have any questions or require further information, please reach out to me, Jessica Kirchner, at (213) 935-1901 ext. 251 or jkirchner@impactsciences.com. We look forward to connecting with you and other members of your staff to discuss our qualifications in greater detail and respond to any questions you may have regarding our team.

Sincerely,

A handwritten signature in black ink that reads "Jessica Kirchner".

Jessica Kirchner, AICP
CEO & Managing Principal
IMPACT SCIENCES, INC.

1. ESTIMATED COSTS & TIMEFRAMES

As requested by the City, we have provided estimates for both schedules and costs of various CEQA documents. These estimates are for informational purposes and once project-specific details are known, a detailed scope and cost will be provided. The scope of work for projects will vary depending on the level of analysis required. Upon contract award and review of a project description, Impact Sciences will provide a detailed costs proposal and breakdown of hours and cost per task required to complete the work. Sample budgets are provided on the following pages followed by Impact Sciences' 2025 Fee Schedule.

Document Type	Estimated Cost	Expected Timeframe
Categorical Exemptions	\$12,000 - \$60,000	3-4 weeks
Notices of Exemptions	\$4,000 - \$10,000	3-4 weeks
Notices of Preparation	\$4,000 - \$5,000	2-3 weeks
Initial Studies	\$20,000 - \$45,000	3-4 weeks
Negative Declarations	\$30,000 - \$60,000	4-6 weeks
Mitigated Negative Declarations	\$40,000 - \$70,000	4-6 weeks
Addenda to EIRs	\$50,000 - \$75,000	8-12 weeks
Environmental Impact Reports	\$150,000 - \$400,000	16-24 months
Environmental Assessments	\$20,000 - \$40,000	3-4 weeks
Air Quality Technical Report	\$7,000 - \$15,000	3-4 weeks
Noise/Vibration Technical Report	\$7,000 - \$12,000	3-4 weeks
GHG Technical Report	\$5,000 - \$9,000	3-4 weeks
Notices of Completion	\$2,000 - \$3,000	1-2 weeks

*Note: Estimation of cost and hours is based on a standard level of effort for various environmental documents. Specific labor hours will be determined at the contract level upon review of project description and a scope of work. Subconsultant hours are to be determined at the contract level upon review of a scope of work and project description. Estimated costs above do not include reproduction, printing, and delivery of environmental documents.

Sample Budget:
Categorical Exemption

Task	Task Description	Managing Principal	Associate Principal	Technical Director	Sr. Project Manager	Technical Specialist	Planner	Associate Planner	Assistant Planner	Publications Manager	QA/QC	Admin Asst.	Total Impact Sciences	Impact Sciences Markup	Total Subs	Expenses	TOTAL BUDGET
1	Categorical Exemption Justification Report	\$295	\$260	\$250	\$185	\$160	\$150	\$135	\$125	\$125	\$260	\$80	Fee				\$7,090
2	Project Coordination / Meetings	4					2			2			\$1,480				\$1,480
	TOTAL	16	0	0	0	0	24	0	0	2	0	0	\$8,570	\$0	\$0	\$0	\$8,570

Sample Budget: Notice of Exemption

Task	Task Description	Managing Principal	Associate Principal	Technical Director	Sr. Project Manager	Technical Specialist	Planner	Associate Planner	Assistant Planner	Publications Manager	QA/QC	Admin Asst.	Total Impact Sciences	Impact Sciences Markup	Total Subs	Expenses	TOTAL BUDGET
1	Notice of Exemption	\$295	\$260	\$250	\$185	\$160	\$150	\$135	\$125	\$125	\$260	\$80	Hrs	Fee			\$3,820
2	Project Coordination / Meetings	4					2			2		1	7	\$1,560			\$1,560
	TOTAL	10	0	0	0	0	14	0	0	2	0	1	27	\$5,380	\$0	\$0	\$5,380

Task	Task Description	Managing Principal	Associate Principal	Technical Director	Sr. Project Manager	Technical Specialist	Planner	Associate Planner	Assistant Planner	Publications Manager	QA/QC	Admin Asst.	Total Impact Sciences	Impact Sciences Markup	Total Subs	Expenses	TOTAL BUDGET
													Hrs	Fee			
1	Notice of Preparation	6					12			2	\$260	\$80	20	\$3,820			\$3,820
2	Project Coordination / Meetings	8					2			2		1	5	\$970			\$970
	TOTAL	8	0	0	0	0	14	0	0	2	0	1	25	\$4,790	\$0	\$0	\$4,790

Sample Budget: Initial Study

Task	Task Description	Managing Principal \$295	Associate Principal \$260	Technical Director \$250	Sr. Project Manager \$185	Technical Specialist \$160	Planner \$150	Associate Planner \$135	Assistant Planner \$125	Publications Manager \$125	QA/QC \$260	Admin Asst. \$80	Total Impact Sciences Hrs	Impact Sciences Markup	Total Subs	Expenses	TOTAL BUDGET
1	Project Kickoff and Management	6		4			2	2		1	1	4	20				\$4,045
2	Draft Initial Study	18	4	16		20	40	20		2	4		124				\$23,540
3	Final IS	8											8				\$2,360
4	Meetings/Hearings	8			0		42	22	0	3	5	4	160		\$0	\$0	\$2,360
	TOTAL	40	4	20	0	20	42	22	0	3	5	4	160	\$0	\$0	\$0	\$32,305

Sample Budget: ND or MND

Task	Task Description	Managing Principal \$295	Associate Principal \$260	Technical Director \$250	Sr. Project Manager \$185	Technical Specialist \$160	Planner \$150	Associate Planner \$135	Assistant Planner \$125	Publications Manager \$125	QA/QC \$260	Admin Asst. \$80	Total Impact Sciences Hrs	Impact Sciences Markup	Total Subs	Expenses	TOTAL BUDGET
1	Project Kickoff and Management	12		4	10		2					4	32				\$7,010
2	Draft Initial Study ND or MND	6		4	16		50	30		4			110				\$17,780
4	Final IS/ND or MND	4		4	10		20	10		2			50				\$8,630
5	Meetings/Hearings	4			6		2						12				\$2,590
TOTAL		26	0	12	42	0	74	40	0	6	0	4	204	\$0	\$0	\$200	\$36,210

Sample Budget: EA

Task	Task Description	Managing Principal	Associate Principal	Technical Director	Sr. Project Manager	Technical Specialist	Planner	Associate Planner	Assistant Planner	Publications Manager	QA/QC	Admin Asst.	Total Impact Sciences	Impact Sciences Markup	Total Subs	Expenses	TOTAL BUDGET
		\$295	\$260	\$250	\$185	\$160	\$150	\$135	\$125	\$125	\$260	\$80	Hrs	Fee			
1	Project Kickoff and Management	6		4			2	2		1	1	4	20	\$4,045			\$4,045
2	Draft EA	18	4				40	20		2	4		88	\$16,340			\$16,340
3	Final EA												0	\$0			\$0
4	Meetings/Hearings												0	\$0			\$0
TOTAL		24	4	4	0	0	42	22	0	3	5	4	108	\$20,385	\$0	\$0	\$20,385

Sample Budget: Technical Studies

Task	Task Description	Managing Principal	Associate Principal	Technical Director	Sr. Project Manager	Technical Specialist	Planner	Associate Planner	Assistant Planner	Publications Manager	QA/QC	Admin Asst.	Total Impact Sciences		Expenses	TOTAL BUDGET
		\$295	\$260	\$250	\$185	\$160	\$150	\$135	\$125	\$125	\$260	\$80	Hrs	Fee		
1	Project Kickoff and Management												0	\$0		\$0
2	Draft Initial Study												0	\$0		\$0
3	Technical Studies												0	\$0		\$0
	Air Quality			12		32				2		1	47	\$8,450		\$8,450
	GHG			8		24				2		1	35	\$6,170		\$6,170
	Noise			12		32				2		1	47	\$8,450	\$200	\$8,650
4	Final IS/ND												0	\$0		\$0
5	Meetings/Hearings												0	\$0		\$0
	TOTAL	0	0	32	0	88	0	0	0	6	0	3	129	\$23,070	\$200	\$23,270

Sample Budget: Notice of Completion

Task	Task Description	Managing Principal	Associate Principal	Technical Director	Sr. Project Manager	Technical Specialist	Planner	Associate Planner	Assistant Planner	Publications Manager	QA/QC	Admin Asst.	Total Impact Sciences	Impact Sciences Markup	Total Subs	Expenses	TOTAL BUDGET
1	Notice of Completion	4 \$295					4 \$150			1 \$125			9 \$1,905				\$1,905
2	Project Coordination / Meetings	2					2					1	5 \$970				\$970
TOTAL		6	0	0	0	0	6	0	0	1	0	1	14	\$2,875	\$0	\$0	\$2,875

2. STANDARD FEE SCHEDULE

Personnel charges are for work directly related to projects. Charges for personnel services are based on an hourly rate for time charged to the project. Current personnel classifications and rates are as follows:

<u>Classification</u>	<u>Hourly Rate</u>
Principal/Managing Principal	\$295.00
Associate Principal	\$260.00
Technical Director	\$250.00
Senior Project Manager	\$185.00
Senior Technical Specialist	\$185.00
Project Manager	\$165.00
Senior Planner	\$175.00
Technical Specialist	\$160.00
Planner	\$150.00
Assistant Technical Specialist	\$140.00
Associate Planner	\$135.00
GIS Technician	\$175.00
Assistant Planner	\$125.00
Graphics	\$125.00
Publication	\$125.00
Clerical/Administrative	\$80.00

Travel time spent in the interest of the client will be charged at the hourly rate. When it is necessary for an employee to be away from the office overnight, subsistence will be charged. Contract personnel will be charged according to the hourly rates for their category as listed above.

Other Charges

Subcontractors	Cost plus 15 percent
Expenses and Outside Reproduction Charges	Cost plus 15 percent

Staff Mileage Expense

IRS standard reimbursement rate

Internal Reproduction Costs

<u>Single Sided Black and White Copies</u>	
8.5"x11"	\$0.20 per copy
11"x17"	\$0.40 per copy
<u>Double Sided Black and White Copies</u>	
8.5"x11"	\$0.30 per copy
11"x17"	\$0.60 per copy
<u>Single Sided Color Copies</u>	
8.5"x11"	\$0.80 per copy
11"x17"	\$1.60 per copy
<u>Double Sided Color Copies</u>	
8.5"x11"	\$1.60 per copy
11"x17"	\$3.20 per copy
<u>Document Scanning</u>	\$1.00 per page

Preparation for court appearances, depositions, presentations to regulatory boards, or other special requests for testimony will be charged on a time-and-materials basis.

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 09/25/25 before me, **JOCELYNE CALVILLO, NOTARY PUBLIC,**

personally appeared Martha Lira,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ (Seal)

OPTIONAL _____

Description of Attached Document(s)

Title or Type of Document: Resolutions of The Board of Directors

Document Date: September 25, 2025 Number of Page(s) (8)



811 W. 7th Street, Suite 200
Los Angeles, CA 90017
(213) 935-1901
www.impactsciences.com

Certification

I, Martha S. Lira, certify that I am the secretary of the corporation/limited liability company named herein; that Martha S. Lira who signed this Agreement on behalf of the corporation/limited liability company, was then Treasure/CFO and Secretary of said corporation/limited liability company; that said Agreement is within the scope of its organizational powers and was duly signed for and on behalf of said corporation/limited liability company by authority of its governing body, as evidenced by the attached true and correct copy of the Resolution of the Board which has not been modified and is in full force and effect.

By: Martha S. Lira

Name: Martha S. Lira

Title: Secretary

Date: 9/25/2025

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
IMPACT SCIENCES, INC.**

In accordance with the provisions of the Bylaws of this corporation and the California Corporations Code, the Board of Directors is authorized to take action by unanimous written consent without a meeting. The undersigned, being the Directors of this corporation, hereby adopt by unanimous consent, the following resolutions:

1. ELECTION OF OFFICERS:

RESOLVED: That the following individuals be, and hereby are, elected to the following offices of this corporation to serve as such until the next annual meeting or the election and qualification of their successors: (1) Jessica Kirchner Flores – President/CEO; and Martha S. Lira – Treasurer/CFO and Secretary.

The Secretary of the corporation is hereby directed to file this written consent and the resolutions adopted hereby with the minutes of the proceedings of the Board of Directors.

EFFECTIVE AS OF: December 1, 2024.



Martha S. Lira, Director



Jessica Kirchner Flores, Director

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On September 29, 2025 before me, Angel Rodriguez, Notary Public,
(Here insert name and title of the officer)

personally appeared Jessica Kirchner Flores,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

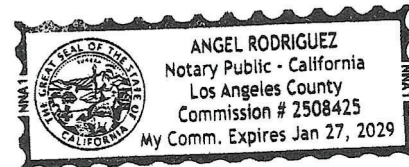
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AS

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.