

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

THIS AGREEMENT is made and entered into effect on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and De Novo Planning Group, Incorporated (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional Environmental Consulting services for Preparation of an Initial Study and Mitigated Negative Declaration for the Southeast regional Fresno Park and Soccer Sports Complex (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a planning and environmental 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, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Director of Planning and Development _____ (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. The Consultant shall perform to the satisfaction of the 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 June 30, 2021, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed One Hundred Thousand Dollars (\$100,000), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the 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, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the 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 the City improperly

terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the 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 the 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 the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform

the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

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

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the 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 Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to 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 Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. 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 Consultant 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 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 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 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.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City’s execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the

regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
 - (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is

available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (b) Immediately contact the 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 the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the 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 the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the 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 the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the 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, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as

a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

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

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

(c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the 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, the Consultant may be providing services to others unrelated to the 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 the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the

prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

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

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the 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 the City and the Consultant.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

DocuSigned by:
By: *Jennifer Clark* 10/14/2020
746842609E1A4DF
Jennifer K. Clark, AICP,
Director

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney's Office

DocuSigned by:
By: *Brandon Collet* 10/14/2020
1CFC3444CAA04DB...
Date
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy

Addresses:

CITY:
City of Fresno
Attention: Summer Cecil,
Project Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8166
EMAIL: summer.cecil@fresno.gov

Attachments:

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

De Novo Planning Group,
Incorporated

DocuSigned by:
By: *Ben Ritchie*
1EB636A1C39D41F...
Name: Ben Ritchie

Title: Principal/CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
By: *Beth Thompson*
76ADB7B4E0543D...
Name: Beth Thompson

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

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

CONSULTANT:
De Novo Planning Group, Inc.
Attention: Steve McMurty,
Principal Planner
180 East Main Street, Suite 108
Tustin, CA 92780
Phone: 714-453-7711
EMAIL:
smcmurty@denovoplanning.com

EXHIBIT A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (City)
and De Novo Planning Group (Consultant)**

Initial Study and Mitigated Negative Declaration for the Southeast Regional Fresno Park
and Soccer Sports Complex

See attached.

SCHEDULE OF FEES AND EXPENSES

See attached.

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) and De Novo Planning Group (Consultant)

Initial Study and Mitigated Negative Declaration for the Southeast Regional Fresno Park and Soccer Sports Complex

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the Consultant’s profession. Architect’s and engineer’s coverage is to be endorsed to include contractual liability.

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. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

- 1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. The Consultant shall establish additional

insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to 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. For any claims relating to this Agreement, the 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 by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: The Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five year discovery period.
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 years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty

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 fifteen calendar days prior to the expiration date of the expiring policy.

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.

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.

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 the City Risk Manager or designee. If no Side Agreement is required, the Consultant will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

The Consultant shall furnish the 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 the 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 the 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.

EXHIBIT C DISCLOSURE OF CONFLICT OF INTEREST

Initial Study and Mitigated Negative Declaration for the Southeast Regional Fresno Park and Soccer Sports Complex

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Additional page(s) attached.

DocuSigned by:
Ben Ritchie
1EB03CA1039D41F...

Signature _____
 10/14/2020

 Date _____
 Ben Ritchie

 (Name) _____
 De Novo Planning Group

 (Company) _____
 1020 Suncast Lane, Suite 106

 (Address) _____
 El Dorado Hills, CA 95762

 (City, State Zip)

Exhibit A Attachment



Proposal for Professional Services to Prepare an Initial Study/Mitigated Negative Declaration for the Southeast Regional Fresno Park and Soccer Sports Complex



July 29, 2020

Submitted to:

City of Fresno
Planning and Development Department
Attn: McKencie Perez, MPA, Supervising Planner
2600 Fresno Street, Room 3043
Fresno, CA 93721

Submitted by:

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

1020 Suncast Lane, Suite 106 | El Dorado Hills, CA 95762
info@denovoplanning.com | TEL 916-580-9818



De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo Planning Group – Southeast Regional Fresno Park and Soccer Sports Complex MND Proposal

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SCOPE OF WORK

At the request of the City, De Novo has prepared a scope of work, including several technical studies, that would lead to the completion of an Initial Study and Mitigated Negative Declaration. The scope is as follows:

TASK 1 – PROJECT INITIATION

Within one week of project commencement, the De Novo team will meet with City Staff to discuss the following:

- Refinement of project work scope and schedule,
- City preferences for point of contact, method of communication, meeting responsibilities, project updates, etc.,
- Collection of relevant background documents (adopted documents, reports, and studies), and
- Project deliverables.

TASK 2 – INITIAL STUDY

Task 2.1 Initial Study: The De Novo team will prepare an Initial Study (IS) to address potential impacts associated with the proposed project. The Initial Study would be prepared consistent with requirements of CEQA, and Appendix G of the CEQA Guidelines. This will specifically include: Project background, Description of project, Project setting, Affected Agencies, Environmental factors potentially affected, Environmental determination, Project and vicinity maps, Evaluation of environmental impacts (environmental checklist).

We understand that the City has a conceptual plan and has requested a variety of technical studies to support an Initial Study/MND. These include: Phase 1 Environmental Study, Air Quality Impact Analysis, Biology Study, Extended CHRIS Records Search on all parcels, Historical resources evaluation, Geotechnical Report, Noise Study, Traffic Impact Study, and Water Supply Assessment. We have included all of these for use in the CEQA document; however, we recommend that a geotechnical report be prepared for a more specific design at the improvement plan phase of the project. We will instead into a planning level review of the soils within the boundary of the site. We feel that a design-level geotechnical evaluation should be done once more detail is known; however, at the request of the City we can add this as additional scope.

Task 2.2 Traffic Study

TASK 1: PROJECT MANAGEMENT AND MEETINGS: Kittelson will attend and/or participate in project-related meetings and conference calls. The proposed budget includes one in-person meeting in Fresno and up to four conference calls.

TASK 2: TRANSPORTATION METHODOLOGY MEMORANDUM: With the implementation of Senate Bill 743 on July 1, 2020, transportation analyses have changed from an environmental analysis perspective. Additionally, a regional park is not a typical land use that has defined

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analysis methodologies based on guidance from the State of California or City of Fresno. For this task, Kittelson will create a technical memorandum documenting our approach to completing the transportation analysis for City review and approval. This technical memorandum is anticipated to include:

- Proposed method for developing trip generation estimates.
- Description of methodology proposed for estimating VMT impact for CEQA purposes.
- Description of operational analysis tools and methods for completing a local transportation analysis.

TASK 3: CEQA TRANSPORTATION ANALYSIS: Kittelson will analyze the project’s potential impacts based on the CEQA checklist including:

- A. Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.
- B. Conflict or be inconsistent with CEQA Guideline section 15064.3, subdivision (b).
- C. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).
- D. Result in inadequate emergency access.

Checklist item B refers to the new vehicle miles traveled (VMT) metrics which came into effect July 1, 2020. The following is our proposed approach for completing the VMT analysis:

- The VMT for the project will be estimated based on the average trip length for recreational trips from the Fresno COG Activity-Based Model (ABM), trip generation, and estimates of mode choice. This will be presented for informational purposes.
- Kittelson does not believe the Fresno COG ABM will be able to accurately quantify the specific impacts of the project on VMT. Therefore, Kittelson proposes a qualitative approach including the following:
 - o We assume the recreational trips that would use the new park would occur whether this park is built or not.
 - Other soccer fields and parks in the area will be mapped relative to population areas.
 - Based on the location of other similar fields and parks, Kittelson will qualitatively assess whether the new park and soccer complex will increase VMT or decrease VMT.

TASK 4: LOCAL TRANSPORTATION ANALYSIS: The transportation impact analysis will include traffic impacts, transit service and bicycle and pedestrian circulation. Kittelson assumes analysis of up to four study intersections including the two site access intersections and two additional intersections to be decided in collaboration with the City of Fresno.

Trip Generation: The vehicle trip generation for the project will be estimated using the methodology approved by the City as part of the Task 2 Memo. Kittelson anticipates that trip generation will primarily be based on the most current Institute of Transportation Engineers (ITE) Trip Generation reference along with activity information provided by the project sponsors.

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Trip Distribution: Trip distribution will be estimated using the methodology approved by the City as part of the Task 2 Memo. For the purposes of scoping, Kittelson assumes the trip distribution will be based primarily on the proportions of existing traffic movements at the study intersections.

Traffic Volumes: Traffic volumes will be evaluated for two scenarios at the four study intersections as follows:

- Existing Conditions (based on representative base year counts)
- Existing plus Project
- Cumulative Year 2040 without Project
- Cumulative Year 2040 with Project

The cumulative traffic volumes will be evaluated based on the Fresno County travel model. Confirmed transportation improvements will be included in the cumulative traffic forecasts and traffic operations analysis.

Traffic Operations: Peak hour intersection operations will be evaluated for up to 4 intersections for the scenarios listed above, with and without the project. The appropriate procedures from the Highway Capacity Manual will be used for each intersection. Queuing will be evaluated on the movements that would directly affect adjacent intersections or design of turn lanes. Intersection controls and signal warrants for stop-sign controlled approaches will also be evaluated.

Transit: The project impacts on existing transit service or requirements for additional service will be evaluated. The evaluation will also consider pedestrian access between the project site and transit stops.

Bicycle and Pedestrian Circulation: The project impacts on bicycle and pedestrian circulation will be evaluated. Recommendations for safe bicycle and pedestrian access to and through the project will be included.

Site Access and Circulation: The operations and safety of the proposed site access will be evaluated in terms of sight distance, queuing and conflicts with other traffic movements, as well as crossings of the railroad tracks adjacent to the site. Kittelson will review on-site vehicle and pedestrian/bicycle circulation based on scale site plans provided by the project sponsor. Any on-site or off-site circulation issues will be identified and appropriate improvements will be recommended.

Parking Analysis: The project parking supply will be compared with City ordinances.

Improvements: Based on our analysis, Kittelson will make recommendations for improving local transportation facilities to better accommodate the proposed project.

TASK 5: DOCUMENTATION: Kittelson will prepare a draft transportation impact analysis (TIA) report. Kittelson will respond to comments on the draft TIA report and submit a final TIA report.

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The City will be supplied with an electronic Microsoft Word document and a PDF version of study submittals along with the Highway Capacity Manual analysis files.

TASK 6: ENVIRONMENTAL DOCUMENT AND RESPONSE TO COMMENTS: Kittelson will support incorporation of the Transportation Impact Analysis report into the draft environmental impact report, including provision of inputs to air quality and noise analysis.

If required, Kittelson will provide qualitative analysis of up to two project alternatives. Qualitative analysis will include assessment of trip generation for each alternative and an estimate of differences in transportation impacts and mitigation compared to the proposed project.

Kittelson will support responses to transportation-related comments on the draft environmental documentation. Up to 8 person-hours have been allocated to this task.

Task 2.3 Water Supply Assessment

West Yost will prepare a potable water demand projection for Phase I and Future Phases of the Proposed Project area based on the projected land uses that are documented in the Operational Statement and Conceptual Plan of Phase I and Future Phases report prepared for the Project and the appropriate water demand factors documented in City's 2015 Urban Water Management Plan (UWMP), the recently completed WSA for the Specific Plan of the West Area, or as provided by the City. The Phase I soccer fields are expected to use artificial turf and will not have a water demand. Future soccer fields are expected to use natural turf and will require irrigation. Also, there is an irrigated vegetation buffer around the site. West Yost will assume all irrigation will meet the requirements of the City's Water Efficient Landscape ordinance. West Yost will then prepare an estimate of the current water demand for the Project area using land uses to be provided by the City.

West Yost will then conduct an evaluation of available water supplies to meet the Project's projected water demands. West Yost will use the City's 2015 UWMP and the recently completed WSA for the Specific Plan of the West Area as bases for determining the available water supplies to meet the demands under normal, single-dry, and multiple-dry year conditions.

Based on the evaluation of supply availability, West Yost will identify whether the City has sufficient supply availability and reliability to meet the water demands associated with the Project.

West Yost will then prepare a WSA for the Project in accordance with the requirements of SB 610 as adopted in the California Water Code as Sections 10910-10915.

The WSA will be based on the projected water demands for the Project; the assumed water supplies for the Project; Project information provided by the City; the City's existing and future water supply and demand as documented in the City's 2015 UWMP; other identified supplies, if required; and other existing data to the extent that they are available.

The work will include the following:

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1. A description of the Project, including location, overall area, number of parcels, and type of proposed development, if applicable.
2. A description of the total estimated potable water demand associated with buildout of the Project.
3. A description of the City's current and future water supply and demand conditions, including supply entitlement and contractual amounts, supply reliability under varying hydrologic conditions, and existing and anticipated future water demands.
4. A description of determinations as required by SB 610, including:
 - a. If the Project is subject to the requirements of the CEQA,
 - b. If the Project meets the SB 610 definition of a project,
 - c. Identification of the City as the responsible water supplier, and
 - d. If the City's 2015 UWMP Update includes the water demands for the Project.
5. Preparation of a WSA for the Project that will include the following:
 - a. Identification of existing water supplies for the Project and demonstration that said supplies exist,
 - b. If inadequate supplies exist, documentation of planned options to meet the water supply deficit, based on information provided by the City,
 - c. Evaluation of the sufficiency and reliability of the proposed supply for the Project,
 - d. Identification of any potential conflicts that may arise from the exercise of water supply entitlements required for the Project, and
 - e. Proposed use and sufficiency of groundwater supplies (based on existing available data and studies).
6. A determination of sufficiency of existing and future water supply for the Project.

Results of the analysis described above will be documented in an Admin Draft WSA Report for the Project, which will include the following: a description of the Project and the associated water demand; a description of the City's existing and future water supply and demand conditions; a description of determinations as required by SB 610; documentation of the WSA for the Project; and determination of sufficiency of existing and future supplies to meet the proposed demand of the Project. Following receipt of a consolidated and reconciled set of written comments on the Admin Draft Report, West Yost will prepare the Public Review Draft WSA Report. Following receipt of comments on the Public Review Draft WSA Report, West Yost will prepare the Final WSA Report. The effort in this task includes all project management and review effort required for the task and required to adhere to West Yost's QA/QC policy.

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Assumptions: West Yost has made the following assumptions regarding the Project and WSA.

- The Project is located within City General Plan Sphere of Influence and the City's water service area, and the project was therefore included in the City's 2015 UWMP.
- Appropriate demand factors for land uses, and GIS files of existing and buildout land use, will be provided by the City.
- The WSA will evaluate buildout of the Project and will not evaluate phasing.
- Proposed land use for the Project would not change during the preparation of this WSA.
- Information regarding water supply reliability will be available from the City's 2015 UWMP and the recently completed WSA for the Specific Plan of the West Area.
- The WSA Report will not investigate whether there is sufficient infrastructure to deliver water to the Project. The WSA will be based on water supply and demand only.
- Confirmation of water supply (SB 221) will not be prepared as this Project is not required to prepare one.

Task 2.4 Cultural Resources Study

A Cultural Resources Study will be prepared by Peak & Associates. The scope is as follows:

The proposed park and soccer complex of 49.5 acres at 2125 S. Peach Avenue lies within lands formerly used as the USDA Agriculture Horticultural Field Station north of the railroad line and the US Experimental Station on the on the south. Normally, when a federal transfer is made to a state or local entity, evaluations are made of the significance of the federal property, and any extant buildings recorded and evaluated under the criteria of the National Register of Historic Places. The record search may prove that this has already been completed, but the proposal is designed to cover a situation in which the NPS did not follow the normal required steps before the land transfer or for which other agreements had been made. The study is designed to comply with CEQA and NEPA.

The scope of work required would be:

1. A priority record search will be conducted for the project area through the Southern San Joaquin Valley Information Center of the California Historical Resources Information System to determine if there are previous surveys or recorded sites within or near the overall project site.
2. Complete a check of the Sacred Lands files through the Native American Heritage Commission (NAHC). We will contact Native American groups and individuals on the list provided by the Native American Heritage Commission requesting information on Native American concerns or resources located in the project area. We assume the project proponent will undertake the AB 52 consultation, if needed.

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3. A field survey will be conducted of the project site, using complete coverage. We assume all access arrangements will be made by the project proponent. Any prehistoric or historic sites will be field recorded and photographed. The remnant buildings and associated features from the federal agricultural facilities will be photographed and mapped.
4. Archival research will need to be undertaken on the federal facilities. Any background, maps or other material on the history of the facilities held by the City or the SEFCEDA would be valuable in preparing a historic context to assist with assessing the significance of the facilities. There may be some difficulty in finding these materials under the on-going shutdown of many archival and public facilities, and only on-line sources available.
5. DPR 523 series site forms will be prepared for any sites discovered in the field survey, likely to primarily be the buildings and features of the federal facilities. The recorded sites will be evaluated under the criteria of the California Register of Historical Resources and National Register of Historic Places. An initial impression is that the integrity of the buildings, features, and overall site has been disturbed over the years, and it seems unlikely that there will be any remaining portions of the site that could be considered significant.
6. The report will be completed detailing the results of the record search, cultural background, field survey methods and results, site evaluations, conclusions and recommendations. Any site forms will be included in an appendix to the report. An electronic copy will be provided.

Task 2.5 Noise Study

A Noise Study will be prepared by MD Acoustics, LLC. The scope of work includes the following:

1. Review site plan from a noise and CEQA perspective. Discuss project and noise producing activities to occur at the site. Understand operations, activities, hours of operations, number of guests, and other relevant project information.
2. Utilize SoundPlan acoustic modeling software to develop a 3D model of the site area. The model will incorporate the existing topography and reference noise levels for various activities (e.g. soccer noise or other spectator noise). MD will model a worst-case scenario and compare the noise level projections to the City's noise ordinance for compliance.
3. Calculate and discuss the traffic noise impact.
4. Provide noise abatement recommendations to lower potential noise impacts to the surrounding area (if needed).
5. Prepare two noise maps and two noise contour maps which demonstrates how the noise propagates from the site area for phase 1 and future phases.

6. Summarize findings in report that compares noise levels to CEQA thresholds and the City's noise limits. Provide noise reduction measures to comply with the City noise requirements, if necessary.

Task 2.6 Phase 1 Environmental Site Assessment

A Phase 1 ESA will be prepared by Wallace Kuhl. The scope of work includes the following:

- Conduct a site reconnaissance for visual evidence of surface contamination and potential sources of subsurface contamination;
- Conduct a visual inspection of adjoining properties for evidence of RECs;
- Conduct interviews with the following, as available;
 - Key site manager
 - Major occupants
 - Past and present owners, operators,
 - Government and/or agency personnel, and
 - Inquiries conducted at abandoned sites may include interviews with owners or occupants of neighboring or nearby properties;
- Conduct a records review, which will include the following;
 - Physical setting documents to determine regional geology, general soil information, and local and regional groundwater conditions,
 - Historical information, including but not limited to Sanborn maps, topographic maps, aerial photographs, ownership records, building department records, local street directories, zoning and land use records, and prior assessments, as available,
 - Environmental records, including federal, state, tribal, and county regulatory agency lists that will help identify RECs on the site and adjoining properties and,
 - Based on the outcome of the database search, review of specific regulatory agency files for identified contaminated facilities in order to evaluate whether the listed facilities are hazardous materials threats to the site;
- Conduct tier 1 screen for vapor encroachment conditions on the site following ASTM E 2600-15 guidelines;
- Review of the completed ASTM E 1527-13 User Questionnaire (Questionnaire) regarding Recorded Environmental Liens, Activity and Use Limitation (AULs), relationship of the purchase price to the fair market value of the site, and any specialized knowledge of the site;

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- Review of recorded environmental liens and AULs reports, as provided; and
- Prepare a final report of the results of the ESA.

Task 2.7 Biological Resources Assessment

De Novo will prepare a biological resources assessment for the proposed project. This will include various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region. The timing of the biological survey may not coincide with the flowering season so the survey may not be considered a protocol level plant survey (flowering season March-May). We will map the potential wetlands on the site based on aerial mapping and field verification. *(Note that we have not scoped to do a full wetland delineation for submittal to the regulatory agencies. We do not propose to process any permitting if any are required. We can add these items as an optional task if desired.)*

Task 2.8 Air Quality Assessment

The project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips. We will consult with the SJVAPCD regarding the project's potential to cause impacts, and the applicability of the SJVAPCD's Rules and Regulations. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.
- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The ARB-approved CalEEMod computer model will be used to estimate emissions associated with the proposed project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCB.
- Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the SJVAPCD. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If

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the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.

This report will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

TASK 3 – MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

This task will also include the preparation of a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The MMRP will consolidate information contained in the environmental analysis, including the specific mitigation measure, the party responsible for implementation, the party responsible for monitoring, the time frame for implementation, and a section for confirmation of implementation.

TASK 4 – ADMINISTRATIVE DRAFT

We will prepare an administrative draft version of the Initial Study, with technical studies, along with the Mitigation Monitoring and Reporting Program. We will attend a meeting or conference call to discuss the document if requested.

Deliverables: One (1) electronic copy of the administrative draft MND.

TASK 5 – FINALIZE MITIGATED NEGATIVE DECLARATION AND MMRP

Comments received from City staff regarding the Administrative Draft IS/MND and MMRP will be incorporated into the Final IS/MND for public circulation. De Novo will generate a “Screen-check” Draft IS/MND if necessary, for a final staff review before we produce the document for public review. After the document is finalized, we will publish the document and distribute it with the proper notices (Notice of Completion) to the State Clearinghouse. We anticipate that the City staff will file the document with the County Clerk, and a newspaper of regional circulation. We also anticipate the City staff handling local distribution.

Deliverables: Ten (10) printed copies of the Final MND and MMRP with appendices will be sent to the City, with one (1) electronic copy for use on the City website. Ten (10) electronic copies will be distributed to the SCH. Additional distribution beyond the those provided in this scope will be \$40 per MND.

TASK 6 – PUBLIC HEARINGS

We will attend up to 2 public hearings.

TASK 7 – NOTICE OF DETERMINATION

Upon approval of the MND by City, De Novo will prepare a Notice of Determination for filing with the State Clearinghouse. The City/Applicant will be responsible for paying the CDFW filing fee and the Clerk fee.

Deliverables: One (1) electronic copy of the NOD.

Task #	Task Description	McMurtry Project Manager \$160	Smith Associate Planner \$105	Setterlund Assistant Planner \$95	DeNovo Admin GIS \$95	Direct Costs	Totals
1 Project Initiation							
1.1	Refine scope/schedule	1.0					1.0
1.2	Conference Call w/ City re: communication, deliverables	1.0	1.0				2.0
1.3	Research and Collect background documents	1.0	4.0	4.0			9.0
	<i>Subtotal</i>	3.0	5.0	4.0	0.0		12.0
	<i>Task 1</i>	\$ 480.00	\$ 525.00	\$ 380.00	\$ -	\$ -	\$ 1,385.00
2 Initial Study							
2.1	Admin Draft IS/MND	2.0	4.0	32.0	6.0		44.0
2.2	Traffic Study (See Subconsultant Cost Below)	1.0	2.0				3.0
2.3	Water Supply Assessment (See Subconsultant Cost Below)	1.0	2.0				3.0
2.4	Cultral Resources Study (See Subconsultant Cost Below)	1.0	2.0				3.0
2.5	Noise Study (See Subconsultant Cost Below)	1.0	2.0				3.0
2.6	Phase 1 ESA (See Subconsultant Cost Below)	25.0	28.0				53.0
2.7	Biological Resources Assessment (De Novo)	25.0	28.0				53.0
2.8	Air Quality Assessment (De Novo)	8.0	28.0				36.0
	<i>Subtotal</i>	64.0	96.0	32.0	6.0		198.0
	<i>Task 2</i>	\$ 10,240.00	\$ 10,080.00	\$ 3,040.00	\$ 570.00	\$ -	\$ 23,930
3 Mitigation Monitoring and Reporting Program							
3.1	MMRP		1.0	6.0			7.0
	<i>Subtotal</i>	0.0	1.0	6.0	0.0		7.0
	<i>Task 3</i>	\$ -	\$ 105.00	\$ 570.00	\$ -	\$ -	\$ 675
4 Administrative Draft IS/MND							
3.18	Document Preparation/Management		1.0	2.0	1.0		4.0
	<i>Subtotal</i>	0.0	1.0	2.0	1.0		4.0
	<i>Task 3</i>	\$ -	\$ 105.00	\$ 190.00	\$ 95.00	\$ -	\$ 390
5 Final Initial Study and NOC							
5.1	Document Revisions	1.0	2.0	6.0	2.0		11.0
5.2	Document Preparation	0.5			1.0	\$ 750.00	1.5
	<i>Subtotal</i>	1.5	2.0	6.0	3.0		12.5
	<i>Task 5</i>	\$ 240.00	\$ 210.00	\$ 570.00	\$ 285.00	\$ 750.00	\$ 2,055
6 Attendance at Hearings							
6.1	Planning Commission	5.0				\$ 100.00	5.0
6.2	Supervisors	5.0				\$ 100.00	5.0
	<i>Subtotal</i>	10.0	0.0	0.0	0.0		10.0
	<i>Task 6</i>	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 1,800.00
7 NOD							
7.1	Prepare NOD/File with SCH			2.0		\$ 75.00	2.0
	<i>Subtotal</i>	0.0	0.0	2.0	0.0		2.0
	<i>Task 7</i>	\$ -	\$ -	\$ 190.00	\$ -	\$ 75.00	\$ 265.00
8 Administration/Management							
8.1	Admin/Management	4.0	1.0	1.0	1.0		7.0
	<i>Subtotal</i>	4.0	1.0	1.0	1.0		7.0
	<i>Task 8</i>	\$ 640.00	\$ 105.00	\$ 95.00	\$ 95.00	\$ -	\$ 935.00
De Novo Project Subtotals							
	Project Subtotal Hours	82.5	106.0	53.0	11.0		252.5
	Project Subtotal Cost	\$ 13,200.00	\$ 11,130.00	\$ 5,035.00	\$ 1,045.00	\$ 1,025.00	\$ 31,435
Subconsultant Project Subtotals							
	Kittleson (Traffic Study)						\$29,950
	West Yost (Water Supply Assessment)						\$20,000
	Peak and Associates (Cultural Study)						\$8,089
	MD Acoustics (Noise Study)						\$4,200
	Wallace Kuhl (Phase 1 ESA)						\$4,600
	Subconsultant Subtotal Cost						\$66,839
Total Project Cost							\$98,274

De Novo Planning Group – Southeast Regional Fresno Park and Soccer Sports Complex MND Proposal

SCHEDULE

<i>Project Task</i>	<i>Time Period (days)</i>	<i>Start</i>	<i>Finish</i>
Contract Award/Notice to Proceed	--	1-Sep-20	1-Sep-20
Task 1 – Project Initiation			
Conference w/ City re: communication, deliverables	1	1-Sep-20	2-Sep-20
Collect background documents	3	4-Sep-20	4-Sep-20
Task 2 – Initial Study			
Traffic Study	60	1-Sep-20	31-Oct-20
Water Supply Assessment	60	1-Sep-20	31-Oct-20
Cultural Report	60	1-Sep-20	31-Oct-20
Noise Study	60	1-Sep-20	31-Oct-20
Phase 1 ESA	60	1-Sep-20	31-Oct-20
Biological Resources Assessment	60	1-Sep-20	31-Oct-20
Air Quality Assessment	60	1-Sep-20	31-Oct-20
Administrative Draft Initial Study	65	1-Sep-20	5-Nov-20
Task 3 – MMRP			
Complete MMRP	1	5-Nov-20	6-Nov-20
Task 4 – Admin Draft			
Initial Study/MND and MMRP	1	6-Nov-20	6-Nov-20
<i>Staff Review</i>	<i>5</i>	<i>6-Nov-20</i>	<i>11-Nov-20</i>
Task 5 – Finalize IS/MND and MMRP			
Screen-check Draft IS/MND	2	11-Nov-20	13-Nov-20
<i>Staff Review</i>	<i>1</i>	<i>13-Nov-20</i>	<i>14-Nov-20</i>
Statutory 30-day Public Review Period	30	14-Nov-20	14-Dec-20
Task 6 – Public Hearings			
Public Hearings	1	TBD	TBD
Task 7 – Notice of Determination			
File NOD with SCH/County Clerk	1	TBD	TBD



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De Novo is committed to practices that demonstrate sustainability and stewardship. Our company provides a working environment that enables our team members to make contributions to improving the environment in which we live.

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