

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

THIS AGREEMENT (Agreement) is made and entered into, effective June 8, 2023, by and between the CITY OF FRESNO, a California municipal corporation (City), and UNISON CONSULTING, INC., (hereinafter referred to as (Consultant)).

**RECITALS**

WHEREAS, the City desires to obtain professional financial services for the completion and submission of Passenger Facility Charges Application no. 6 (PFC #6) hereinafter referred to as the (Project); also future PFC applications and amendments as needed; and

WHEREAS, the Consultant is engaged in the business of furnishing services as a financial consultancy in the airport industry, 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 Aviation (Director) or designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises 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 December 1, 2025, 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 of \$184,200. Such fee includes all expenses incurred by the Consultant in performance of the services.

- (b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to 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 Director'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 Director 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 Director of the cessation of such occurrence.

5. Confidential Information, Ownership of Documents and Copyright License.

- (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 City. 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, designs, drawings, specifications, 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 original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other 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 or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.

- (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 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 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.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). 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. The Consultant's 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.
- (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 (a) above and the ongoing maintenance thereof.
11. General Terms and Federal Assurances.
- (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 Director 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.

- (d) The City will carry out applicable federal requirements in the administration of this Agreement. Notwithstanding Section 25 herein, the Consultant agrees to comply with all applicable federal assurances in **Exhibit D** and require that each subcontract include the same assurances by each of its subcontractors.
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 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 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, including, but not limited to, the Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq.), 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.
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, on the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Henry Thompson, A.A.E., C.A.E., IAP  
Director of Aviation  
Airports Department

No signature of City Attorney required.  
Standard Document **#FYI-S Non-Fed CSA, Total Fee (11-2022)** has been used without modification, as certified by the undersigned.

By: \_\_\_\_\_  
*Mary Boyajian*  
Mary Boyajian  
Business Manager

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

Addresses:  
CITY:  
City of Fresno  
Attention: Henry L. Thompson,  
Director of Aviation  
Airports Department  
4995 E. Clinton Way  
Fresno, CA 93727  
Phone: (559) 621-4600  
E-mail: Henry.Thompson@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 - Assurances

Unison Consulting, Inc.,

By: \_\_\_\_\_  
*Anthony Q. Drake*  
Name: Anthony Q. Drake

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

By: \_\_\_\_\_  
*Gregory V. Chappell*  
Name: Gregory V. Chappell

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

Any Applicable Professional License:  
Number: N/A  
Name: N/A  
Date of Issuance: N/A

CONSULTANT:  
UNISON CONSULTING  
Attention: Anthony Q. Drake,  
Executive Vice President  
150 North Michigan Ave. Suite 2930  
Chicago, Illinois 60601  
Phone: (312) 988-3360  
E-mail: anthonydrake@unison-ucg.com

## EXHIBIT A

### SCOPE OF SERVICES

#### **Consultant Service Agreement between City of Fresno (City) and Unison Consulting, Inc. (Consultant)**

#### **Introduction**

At the request of Fresno Yosemite International Airport (FAT or Airport), Unison Consulting, Inc. (Unison) is submitting this proposed work scope and budget to assist the Airport on two passenger facility charge (PFC) projects as follows:

- I. Prepare and submit to the Federal Aviation Administration (FAA) PFC Application #6 (PFC #6), to consist of two projects, as follows:
  - a. Terminal Expansion/Renovation (Construction), consisting of the construction of three components of the Terminal Expansion Renovation that were removed from PFC #5 to enable expedited processing, plus a pro rata share of certain general construction costs. The three components are the checked baggage inspection system (CBIS); passenger security screening checkpoint and Federal Inspection Station (FIS).
  - b. Design costs associated with the components included in the item a.
- II. Prepare and submit Future PFC amendment(s) and/or new applications, as needed. Specific assignments under this project would be specified by task orders.

#### **Project I: PFC Application 6**

Unison's proposed work scope for PFC #6 includes the tasks described below.

1. Initial Consultation with Client and Data Collection  
This task includes an initial consultation with the client regarding the proposed PFC #6 projects and identification and collection of data required to prepare the application. This task includes the following subtasks:
  - a. Initial consultation with client and information request | Unison will meet virtually with FAT staff to discuss the PFC #6 projects and information needed to complete the application. Following the initial consultation, Unison will prepare a comprehensive information request list.
  - b. Review of information provided by client and supplemental information request | Unison will review the information provided by the client and, if necessary, prepare a request for any additional information needed to complete PFC #6.
2. Prepare Draft Application and Consultation Materials for Submission to FAA  
Current FAA policy is to review drafts of the major elements of a PFC application and all consultation materials before a public agency issues its consultation meeting notice and

public notice. This task involves the work necessary to prepare draft materials for FAA's review. Specifically, Unison will complete the following:

- a. Prepare Initial Draft Materials for Airport Staff Review | Unison will prepare draft PFC application and consultation documents as set forth below. Some of the application documents are also provided in a different format as part of the airline consultation process. These are noted in parentheses.
  - Airline Consultation Letter
  - FAA Application Transmittal Letter
  - Form 5500-1
  - Attachment A, CIP and PFC Financial Plan (also required for airline consultation)
  - Attachment B, Project Information
  - Attachment C, Airline Consultation and Public Comment Information, including draft Public Notice
  - Attachment D, Excluded Carriers Request (also required for airline consultation)
  - Attachment G, NEPA, Airspace and ALP Approval Information
  - Attachment I, Supplemental Information
  - Consultation Book, Section II, Project Information
- b. Revise Draft Materials and Submit to Airport Staff for Final Review | Unison will revise the draft materials to address Airport staff comments and submit updated drafts to Airport staff for approval.
- c. Prepare Draft Materials for Submission to the FAA | Following Airport staff review in subtask b. above, Unison will prepare a package of draft documents for submission to the FAA, by either the Airport or by Unison on behalf of the Airport, as directed by Airport staff.
- d. Participate in FAA Meetings/Telcons | As requested by Airport staff, Unison will participate in web-based meetings or telcons with FAA regarding the initial drafts and subsequent drafts submitted to the FAA. The budget does not include travel expenses for in-person participation by Unison. If in-person participation is required, additional scope and budget will be required.
- e. Revise Draft Materials in Response to FAA Comments | Following review of draft materials by the FAA, Unison will revise the draft materials to address FAA comments and submit to Airport staff for review.
- f. Revise Draft Materials in Response to Airport Staff Comments and Prepare Updated Draft Documents for submission to FAA | Based on the experience with PFC #5, Unison anticipates that FAA will request to review updated drafts with revisions responding to their initial comments, before the airline consultation. Unison will revise the drafts prepared in subtask d in response to Airport comments received in this subtask and resubmit to the Airport for review and final approval of submission of the revisions to the FAA. Any further revisions requested by the Airport during this step will be completed and a final set of updated drafts prepared for submission to the FAA.

- g. **Revise Updated Draft Materials in Response to FAA Comments** | Unison will revise the updated draft materials in response to FAA comments; submit to Airport staff for review; and make final revisions based on Airport staff comments. The budget assumes that only two rounds of FAA draft review will be necessary before the Airport can start the airline consultation/public notice process in Task 3. If additional rounds of FAA drafts are necessary, additional scope and budget will be requested.
3. **Assist Airport Staff in Completing Airline Consultation and Public Notice Processes**  
This task will consist of preparing and distributing the airline consultation meeting notice and airline consultation package as well as preparing the final public notice for posting on the Airport's website. Specifically, Unison will complete the following:
- a. **Prepare and Distribute Airline Consultation Notice** | Unison will prepare the final consultation meeting notice for signature on Airport letterhead, and distribute via Federal Express, or another express delivery service.
  - b. **Prepare Final Public Notice for Posting on Airport Website** | Unison will prepare the final Public Notice and deliver to Airport staff for posting on the Airport's web-site.
  - c. **Prepare and Deliver Airline Consultation Meeting Book** | Unison will prepare the final draft airline consultation meeting book for Airport staff review; revise the draft to reflect Airport staff comments; and, following Airport staff approval distribute copies to the Airport's signatory airlines and provide additional copies for distribution at the airline consultation meeting.
  - d. **Participate in Airline Consultation Meeting** | Two members of the Unison project team will participate in the Airline Consultation Meeting. The budget assumes that one team member will participate in person and one member will participate by electronic means.
4. **Assist Airport Staff in Completing PFC Application Process**  
Unison will assist Airport staff in preparing and submitting the formal PFC application to the FAA, and preparing required notifications of FAA's decision. The FAA often requests submission of updated drafts before formal submission of the application, and the budget and work scope incorporates this second FAA draft review by the FAA. Specifically, Unison will complete the following:
- a. **Revise Draft Application Documents to Reflect Results of Airline Consultation/Public Notice Processes** | Unison will revise the draft application documents to reflect the results of the airline consultation and public notices processes and submit for Airport staff review.
  - b. **Revise Draft Application Documents and Submit for Final Airport Staff Approval** | Unison will revise the draft application documents to address Airport staff comments in subtask a and submit updated drafts to Airport staff for final approval.
  - c. **Prepare Final Draft Application for Submission to the FAA** | Following Airport staff review in subtask b, Unison will prepare a draft application package for submission to the FAA, by either the Airport or by Unison on behalf of the Airport, as directed by Airport staff.

- d. Revise Draft Application in Response to FAA Comments | Following review of draft application by the FAA, Unison will revise the draft materials to address FAA comments and submit to Airport staff for review.
  - e. Revise Draft Application in Response to Airport Staff Comments and Prepare Final Application | Unison will revise the draft application in response to Airport staff comments in subtask d; resubmit to Airport staff for final approval; make any further revisions requested by Airport staff; and prepare the formal application for submittal to the FAA by either by the Airport or by Unison on behalf of the Airport, as directed by Airport staff.
  - f. Participate in FAA meetings/telcons, as needed to support the PFC Application | Unison will participate in any web-based meetings or telcons with FAA following formal submittal, as needed to support the PFC application. The budget does not include travel expenses for in-person participation by Unison. If in-person participation is required, additional scope and budget will be required.
  - g. Prepare Airline Notice of FAA Approval | Following issuance of FAA's decision, Unison will prepare for Airport staff review a draft of the required airline notification of FAA's decision; revise the draft in response to Airport staff comments; and submit a final notification letter for execution Airport staff and distribution by either the Airport or by Unison on behalf of the Airport, as directed by Airport staff.
5. Supplemental Work as Approved by Airport
- As directed by Airport staff, Unison will perform any additional tasks necessary for successful completion of the PFC application, such as additional financial analysis, or data collection.

## **Project II: Prepare and Submit Future PFC Applications or Amendments, as Needed**

This project involves assisting the Airport in developing and submitting future PFC applications and/or PFC amendment applications. Assistance will be provided under specific task orders issued by the Airport.

Unison's proposed work scope for this project includes the tasks described below.

### **1. Initial Consultation and Data Collection**

This task includes an initial consultation with the client regarding proposed projects to be included in new PFC applications and for amendments, projects to be amended. For amendments, consultation with FAA may be required to identify projects eligible for amendment and appropriate amendment procedures. The task also includes identification and collection of data required to prepare the amendment. This task includes the following subtasks:

- a. Initial consultation with client | For new applications, this task includes an initial consultation with the client regarding the proposed projects for the new application and identification and collection of data required to prepare the application.
- b. Initial consultation with the FAA | For amendment applications, if necessary, Unison will participate in a telephone or internet application meeting with FAA to discuss projects to be amended and the applicable amendment procedures to be followed, specifically the need for airline consultation.



Following the initial consultation(s)s, Unison will prepare a comprehensive information request list. For new applications, data and information requirements will include project descriptions, justifications, costs and funding plans; financial and traffic data and FAT's current Capital Improvement Program (CIP). For amendment applications, we anticipate that the needed information will consist of updated financial and traffic information, including any updates to the Airport's CIP and updated project cost and funding information.

- c. Review of information provided by client and supplemental information request | Unison will review the information provided by the client and, if necessary, prepare a request for any additional information needed to the amendment application.
- 2. Prepare Draft Application and Consultation Materials for Submission to FAA  
Current FAA policy is to review drafts of the major elements of a PFC application and all consultation materials before a public agency issues its consultation meeting notice and public notice. This task involves the work necessary to prepare draft materials for FAA's review. The subtasks and draft materials to be prepared in this task for a new application are essentially the same as Task 2 for the preparation of PFC #6 above. For amendment applications, if airline consultation is required, the subtasks and draft materials are also essentially the same as Task 2 for the preparation of PFC #6 above. If airline consultation is not required, the list of documents will be modified accordingly.
- 3. Assist Airport Staff in Completing Airline Consultation and Public Notice Processes  
This task will consist of preparing and distributing the airline consultation meeting notice and airline consultation package as well as preparing the final public notice for posting on the Airport's web-site. The subtasks in this task are essentially the same as Task 3 for the preparation of PFC #6 above for new applications and amendment applications requiring airline consultation. If the task order involves an amendment application that does not require airline consultation, this task will be omitted.
- 4. Assist Airport Staff in Completing PFC Application Process  
Unison will assist Airport staff in preparing and submitting the formal PFC applications or amendment applications to the FAA, and preparing required notifications of FAA's decision. The FAA often requests submission of updated drafts before formal submission of the application, and the budget and work scope incorporates this second FAA draft review by the FAA. The subtasks in this task are essentially the same as Task 4 for the preparation of PFC #6 above. If the FAA determines that updated drafts are not required, or that consultation is not required (in the case of amendment applications) , subtasks will be modified or omitted as appropriate.

### Proposed Budget

Unison proposes to conduct this engagement on a time and materials basis with a total not-to-exceed price of \$184,200 for the two PFC projects as set forth in the proposed budget below and based on the detailed services described above.

**FRESNO YOSEMITE INTERNATIONAL AIRPORT  
PROPOSED BUDGET FOR PFC CONSULTING SERVICES**

	Task	Officer-in-Charge \$290 Per Hour	Project Manager \$245 Per Hour	Senior Consultant \$225 Per Hour	Support \$100 Per Hour	Hours	Cost
<b>I.</b>	<b>PFC #6 PREPARATION</b>						
I.1	Initial Client Consultation and Data Collection	4	10	7	0	21	\$5,185
I.2	Prepare Draft Application & Consultation Materials	12	56	44	0	112	\$27,100
I.3	Assist Airline Consultation / Public Notice Processes	6	20	17	13	56	\$11,765
I.4	Assist in Completing PFC Application Process	14	34	30	10	88	\$20,140
I.5	Supplemental Work as Approved by Airport	8	24	25	6	63	\$14,425
	<b>SUBTOTAL PFC #6 PREPARATION</b>	<b>44</b>	<b>144</b>	<b>123</b>	<b>29</b>	<b>340</b>	<b>\$78,615</b>
<b>II.</b>	<b>FUTURE PFC APPLICATIONS/AMENDMENTS</b>						
II.1	Initial FAA/Client Consultation and Data Collection	8	18	14	0	34	\$9,880
II.2	Prepare Draft Application & Consultation Materials	24	75	71	17	126	\$43,010
II.3	Assist Airline Consultation / Public Notice Processes	10	21	25	17	44	\$15,370
II.4	Assist in Completing PFC Application Process	24	49	49	17	127	\$31,690
	<b>SUBTOTAL PFC #4 AMENDMENT</b>	<b>66</b>	<b>163</b>	<b>159</b>	<b>51</b>	<b>331</b>	<b>\$99,950</b>
	<b>SUBTOTAL PROFESSIONAL FEES FOR TASKS I, II</b>	<b>110</b>	<b>314</b>	<b>266</b>	<b>70</b>	<b>757</b>	<b>\$178,565</b>
	<b>Miscellaneous expenses</b>						
	Travel <sup>1</sup>						\$1,850
	Mailing and other miscellaneous expenses						\$3,785
	<b>Subtotal - Miscellaneous expenses</b>						<b>\$5,635</b>
	<b>TOTAL BUDGET FOR TASKS I, II, &amp; III</b>						<b>\$184,200</b>

<sup>1</sup> Assumes one trip by one person for airline consultation for each PFC application

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**Consultant Service Agreement between City of Fresno (City)**  
**and Unison Consulting, Inc. (Consultant)**  
**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).
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. 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 the 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 under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad

as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

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 (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.

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**  
**Consultant Service Agreement between City of Fresno (City)**  
**and Unison Consulting, Inc. (Consultant)**

**PFC Application no. 6**

		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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

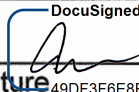
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Additional page(s) attached.FYI-S Non-Fed CSA, Total Fee (11-2022)  
Exhibit C

DocuSigned by:  
  
**Signature** 49DF3F6E8F56404...  
 May 3, 2023  
 \_\_\_\_\_  
**Date**  
 Anthony Q. Drake  
 \_\_\_\_\_  
**(Name)**  
 Unison Consulting, Inc.  
 \_\_\_\_\_  
**(Company)**  
 150 N. Michigan Avenue, Suite 2930  
 \_\_\_\_\_  
**(Address)**  
 Chicago, IL 60601  
 \_\_\_\_\_  
**(City, State Zip)**

**EXHIBIT D**  
**ASSURANCES**  
***Consultant Service Agreement between City of Fresno (City)***  
***and Unison Consulting, Inc. (Consultant)***

During the performance of this Agreement (“contract” or “contract documents”), the Consultant, for itself, its assignees and successors in interest (referred to collectively as “the contractor” or “the Consultant”) agrees as follows (hereafter, the “City” is referred to as “Sponsor”):

**I. PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES CONTRACTS**

**A. GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

**B. CIVIL RIGHTS ACT OF 1964, TITLE VI**

**Compliance with Nondiscrimination Requirements** - During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it



during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - A. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - B. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**C. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**D. FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.