

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

THIS AGREEMENT is made and entered into effective the 9th day of March 2020, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Destiny Nicole Thomas, DBA Thrivance Project, LLC (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional Consulting and Research services for implementation of the Transform Fresno Displacement Avoidance Plan hereinafter referred to as the "PROJECT;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Consulting Researcher and Facilitator and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its (hereinafter referred to as "Administrator") or his/her designee.

**AGREEMENT**

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

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through January 31, 2021, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of Eighty-One Thousand Dollars (\$81,000). Such fee includes all expenses incurred by CONSULTANT in performance of the services.

(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.

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

#### 4. Termination, Remedies and Force Majeure.

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

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

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

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages

(whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

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

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing.

CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

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

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

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

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

11. General Terms.

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

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

to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

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

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

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

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

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

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice

advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

13. Independent Contractor.

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

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

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

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



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

16. Assignment.

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

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FRESNO,  
a California municipal corporation

By:  
Wilma Quan,  
City Manager

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By:  
Deputy

No signature of City Attorney required.  
Standard Document #ALL-S 3.0 has been  
used without modification, as certified by  
the undersigned.

By:   
Courtney Espinoza  
Program Implementation Manager

Addresses:

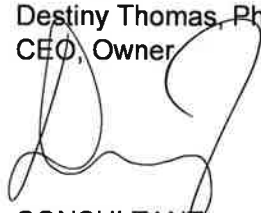
CITY:  
City of Fresno  
Attention: Courtney Espinoza,  
Transform Fresno  
2600 Fresno Street  
Fresno, CA 93720  
Phone: (559) 621.7913  
FAX: (559) 457.1541

Attachments:

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

Destiny Nicole Thomas  
DBA Thrivance Project, LLC

By:  
Destiny Thomas, PhD  
CEO, Owner



CONSULTANT:  
Thrivance Project  
Attention: Destiny Thomas, PhD  
Chief Executive Officer  
6250 Canoga Ave #333  
Woodland Hills, CA 91367  
510-604-8822

**Exhibit A**

**SCOPE OF SERVICES**

**Consultant Service Agreement between City of Fresno ("City")  
and [Consultant Name] ("Consultant")**

**IMPLEMENTATION OF THE TRANSFORM FRESNO  
DISPLACEMENT AVOIDANCE PLAN**

See attached proposal

PROPOSAL FOR...  
CITY OF FRESNO  
DISPLACEMENT AVOIDANCE PLAN

DESTINY  
THOMAS, PHD  
SOCIAL AND CULTURAL  
ANTHROPOLOGIST  
DIGNITY | EQUITY | STRATEGY

**a partner  
in praxis.**

January 3, 2020

Courtney Espinoza, Program Implementation Manager  
City of Fresno, City Manager's Office  
2600 Fresno St, Fresno, CA 93721

Subject: Consultant Services Specific to Implementations  
of the Transform Fresno Displacement Avoidance Plan

Dear Courtney Espinoza,

I am pleased to submit this proposal for "Consultant Services Specific to Implementations of the Transform Fresno Displacement Avoidance Plan." Based on the project objectives put forth in the Request for Qualifications (RFQ), I have conceptualized a well-rounded, efficient, and context sensitive approach to help meet support this important project. This approach includes the application of a proprietary displacement prediction tool informed by practices rooted in "Dignity-Infused Planning" principles. While the bulk of the proposed scope will be completed by me as an independent contractor, I assure you the work product will be the result of a thoughtful and comprehensive collaboration with residents, key stakeholders, and a network of technical professionals well versed in anti-displacement strategies.

My background in transportation and environmental planning began 12 years ago and includes a diverse range of integration with fields like public health, community organizing, non-profit management, and civil service throughout the state of California. Furthermore, my time working in the City of Fresno as an Environmental Transportation Planner lends a degree of connectivity that will ensure this process is purposeful and meaningful beyond the technical scope of work. Through these experiences, I'm honored to offer you a proposal that demonstrates a relevant perspective with respect to the City of Fresno. I have meticulously considered the detail in the RFQ and have proposed a methodology and timeline that I believe is a strong fit for this project. The following details how I plan to meet your evaluation criteria and project objectives.

I certify that the information and details included within this proposal are true and accurate and that the proposed rate is valid for the full duration of this contract, plus 60 days. If you have any questions, I can be reached at 510.604.8822 or via email at [d.n.thomasphd@gmail.com](mailto:d.n.thomasphd@gmail.com).

**a method  
with meaning.**

**a curated  
experience.**

DESTINY  
THOMAS, PHD  
SOCIAL AND CULTURAL  
ANTHROPOLOGIST  
DIGNITY | EQUITY | STRATEGY

#### PRIMARY VENDOR INFORMATION

##### Consultant Point of Contact

Consultant Name: Destiny N. Thomas, PhD

Consultant Address: 6250 Canoga Ave. #333, Woodland Hills, CA 91367

Consultant Phone Number: 510.604.8822

##### Consultant Background and History

##### Project Understanding

I fully appreciate the intentionality and civic value of the City of Fresno's commitment to implementing a Displacement Avoidance Plan. I also know that the analysis and process included in the scope of this project will shape and positively impact the access to thriving and quality of life for Fresno residents and businesses for generations to come. To that end, I'm aware of potential limitations to the project scope and am poised to incorporate mitigating and strategic techniques within each project deliverable. For example, while the State of California is moving progressively and swiftly toward comprehensively addressing the rapid increase of unhoused residents, my exposure to the development and implementation of such policies has shown me that there are very few standardized multi-sector practices addressing displacement. This is even more apparent within the transportation field. I believe I can partner with City staff, key stakeholders, and my own professional network to conduct research and data collection in a way that is measurably viable and duplicable across the region.

##### Project Management

I plan to carry out this effort while being intermittently based in Fresno, CA. Although my background in Environmental Planning is rooted in 5 years of professional and residential exposure to Fresno, I feel it is imperative that this project's end products are a culmination of tasks delivered through an embedded, ethnographic lens. This dual-located residential status will not come as a cost to the project itself and can certainly be considered an added value as it also allows me to maintain the vastness of my research and data collection expert network across the state. I will be your key point of contact (as an individual proposer) while occasionally looping in colleagues who regularly partner with me to produce the labor intensive components of my projects.

##### Experience and Technical Framework

You will come to know my contributions as being heavily grounded in anthropological methods (including critical race theory, gender studies, human development, and systems studies) fortified by technical competence that incorporates land use, spacial design, transportation and mobility planning, climate studies, transit connectivity, and economics. All of the work product samples and professional references included in this proposal illustrate my well-rounded knack for solving complex crises, anticipating potential negative impacts, and proposing meaningful solutions with a high degree of contextual appreciation for professional standards and culture within the transportation implementation field.

**a method  
with meaning.**

**a curated  
experience.** DESTINY  
THOMAS, PHD  
SOCIAL AND CULTURAL  
ANTHROPOLOGIST  
DIGNITY | EQUITY | STRATEGY

#### On-Time and In-Budget

As someone who's been a Transportation Planner within an implementing agency on a TCC project, I have a sense of familiarity and comfort within project timelines and fiscal parameters. I'm committed to delivering the assigned tasks efficiently with the greatest possible value. In addition to this, I intend to produce work product that is suitable for regular reporting with the CA SGC. This, to me, means more than just abiding by the timeline and tasks set out in the early phases of the project; I believe a quality consultant will be communicative about unforeseen considerations, seek out opportunities to maximize scope, and prioritize the project in a way that makes practical sense to the project team, stakeholders, and oversight agencies.

I'm an independent consultant, but my work within the realm of anti-displacement studies is well-known across the state and heavily relied upon by some of the nation's largest firms. Particularly in California, you will find that those offering services of this nature will mention a substantial amount of their experience with anti-displacement studies will be, somehow, connected to frameworks I've developed over the years or projects I've directly managed.

#### Subcontractor Information

One of the unique models I leverage every time I am afforded an opportunity to conduct research or engagement such as that put forth in the RFQ is a strategy I developed called, Dignity-Infused Community Engagement. While the attached work sample will go into detail about the values and standards that inform my approach, I am mentioning it here to underscore the added value of establishing a community-based cohort. For the following tasks, I am proposing the activation of a paid, resident-based team that would function as community process designers and outreach professionals:

- Develop regionally meaningful displacement avoidance strategies, funding streams and policy tools that protect tenants and homeowners, increase housing affordability and support opportunity neighborhoods.
- Organize and conduct an informal community based workshop to review/share data, draft displacement avoidance strategies and policy tools and gather public input.
- Develop and deliver a workshop to discuss the research findings and present draft displacement avoidance strategies and policy tools to the Fresno City Council and at a public City Council meeting to be determined.

The Community Process Design team would be compensated through stipends partially funded through this proposed cost estimate and subsidized by leverage from my existing network of anti-displacement advocacy partners. This team would receive specialized, proprietary training (an institute) developed by the Primary Consultant through years of experience implementing similar projects. The value of this is that we (the project team) would be reinforcing anti-displacement values through the scope of this project, while also ensuring the end work product is heavily grounded in community voice.

## EXECUTIVE PROFILE

Dr. Thomas is a Socio-Cultural Anthropologist with over 12 years of experience developing equitable systems in government and non-profit spaces. Her methods include Dignity-Infused Community Engagement, participatory governance, cultivating cross-sector relationships, critical race theory, gender studies, and anti-displacement research and metric design.

## SELECTED LECTURES

- 2019 Biennial Childhood Obesity Conference invited moderator: Promoting Partnerships to Support Community-informed Active Transportation Safety and Mobility
- 2019 CA Transportation Planning Conference invited speaker: Health Equity in Planning
- 2019 Association of Pedestrian and Bicycle Professionals facilitator: Safe Routes to Anti-Displacement
- 2019 Webinar: "Meaningful Community Engagement to Advance Vision Zero"
- 2018 Peds Count Conference invited panelist: "From Community Need to Project Delivery - A framework for Dignity-Infused Planning"
- 2018 Walk Bike Places Conference invited facilitator: "Equity in Vision Zero"
- 2018 VZ Cities Conference invited facilitator: "Planning for Intersectionality in Praxis"

## RELEVANT PRACTICE AND PROJECTS

- LADOT Avalon Blvd. Policy Planner
- LADOT Safe Routes for Seniors creator and Project Manager
- Watts Rising/TCC LADOT Project Manager
- LADOT Dignity Infused Community Engagement creator and Project Manager
- LADOT Rapid Implementation and Survivor Engagement Project Supervisor
- LADOT Anti-Displacement Strategy creator and Project Manager

## PUBLISHED WORK

Vision Zero Network (2019) Centering Community in the Public Engagement Process.

KPCC Interview: Thomas, D (2017) Vision Zero heads to South LA to engage the community in street safety.

Thomas, D. (2016) Black Thrivance and Why #BlackLivesMatter: Interrogating The Black Plight Narrative, Resisting Black Death.

Thomas, D. (2013) Working the room: Inmates in solitary confinement tell their stories and move people to action against torture and systemic oppression

## EDUCATION

CA INSTITUTE OF INTEGRAL STUDIES - PHD SOCIAL AND CULTURAL ANTHROPOLOGY; 2016

- Research interests: Thrivance, critical race theory, healing place-related trauma through place-based interventions and narrative unlearning

TENNESSEE STATE UNIVERSITY - MPA W/FOCUS ON PUBLIC HEALTH ADMIN; 2008

- Research interests: Cross-sector governance for public health equity

FISK UNIVERSITY - BA POLITICAL SCIENCE; 2006

- Regional Collegiate VP for NAACP



FRESNO Cost Estimate - D. Thomas 3.3.20

Task	Task Description	Details	Flat Fee	Timeline
<b>Task 1: Project Management</b>				
1A	Project Maintenance, Scheduling, and Budget Management	Ongoing administrative tasks	\$3,500.00	Mar-Dec 2020
1B	Final Work Plan	Final project scope and timeline with DICE strategy applied across all tasks (including arts)	\$1,000.00	Mar 2020
1C	10 Monthly Progress Reports	Destiny Thomas (Cultural Anthropologist)	\$2,000.00	Mar-Dec 2020
1D	Accessibility Coordination	Translation/Interpretation coordination, facility scouting, disability community consultation	\$1,000.00	Mar-Dec 2020
1E	Community Process Design Team/Labs	Stipend community-based team trained to conduct social analysis and contribute to the final recommendations/strategy	\$15,000.00	Mar-Oct 2020
<b>Task 2: Meta Analysis</b>				
2A	Organizational Evaluation	Executive interviews, all-staff survey, policy gaps analysis	\$2,500.00	Mar-Apr 2020
2B	Social Climate Analysis	Interfacing with community advisory committee, street intercepts, oral history collection and publication. Assess the need for specialized strategies targeting specific priority populations	\$2,500.00	Mar-Apr 2020
2C	Archival Research	Assessment and annotated summary of existing displacement-related data (including, but not limited to oral histories, social media, and commercial data)	\$2,500.00	Apr-May 2020
2D	Pop-Ed Brief	Produce a summary brief of preliminary findings deriving from meta analysis task	\$2,500.00	May-Jun 2020
<b>Task 3: Data Analysis</b>				
3A	Data source determination	Work with local leaders, key stakeholders and City staff to develop a final list of indicators and fields to include in the study	\$1,000.00	Mar-Apr 2020
3B	Methodology Development	Develop an issue statement, data parameters, limitations/presumptions, and strategies for preventing bias	\$1,000.00	Mar 2020
3C	Data Analysis	Implementation of methodology	\$5,000.00	Apr-Aug 2020
<b>Task 4: Strategy Development</b>				
4A	Avoidance and disruption strategy	Strategy white paper, project area linked displacement/investments brief	\$5,000.00	Aug-Sep 2020
4B	Policy Proposal	Policy recommendations regarding operational/institutional framing and protections for homeowners, renters and business owners. Analyze and recommend proposed strategies for housing affordability	\$5,000.00	Sep-Oct 2020
4C	Coalition Building	Establish a strategy for and facilitate formal regional/statewide policy-based coalitions	\$2,500.00	Mar-Dec 2020
4D	Development	Create framework/institutional narrative to be incorporated in future proposals for funding, identify core funding streams to bolster and expand existing project scope and connectivity	\$5,000.00	Oct-Dec 2020
<b>Task 5: Community and City Council Engagement</b>				
5A	Capacity-Building	Facilitate 1 Capacity-Building Training that combines interdisciplinary participants representative of stakeholders and City staff to transmute strategies and ideals related to displacement avoidance concepts	\$1,500.00	Sep 2020
5B	Community workshops	Facilitate 3 quarterly community workshops to 1) shape the strategy development process, 2) present/announce research/strategy-building timeline and participation opportunities, and 3) present and receive feedback regarding findings and recommendations	\$3,500.00	Mar, Jul, Nov 2020
5C	City Council Presentations	Conduct two presentations to City Council to 1) share the proposed process timeline and details, and 2) present the final findings and recommendations	\$1,500.00	Jan 2021
5D	Restorative Justice Sessions	Reserve space/resources for RJ sessions that would serve the overarching goal of healing displacement-related harm (limited to 6 hours per month)	\$5,000.00	Mar-Dec 2020
5E	Information Hubs	Facilitate/coordinate leveraging informational hubs to host project details and promotional presence of the project's process, goals, and intentions	\$2,500.00	Mar-Dec 2020
<b>Task 6: Vulnerability Analysis</b>				
6A	Vulnerabilities Report	Final vulnerabilities snapshot and high-level action plan	\$2,500.00	Oct 2020
<b>Task 7: Updated Reports and Final Tools</b>				
7A	Final Project Report	Final project report including all work product as appendices, an overview of the process and a summary of final recommendations (this includes presentation materials)	\$5,000.00	Dec 2020
7B	Tools and framework development	Tools and protocol for ongoing evaluation, mitigation, and avoidance measures. This includes the development of a methodology to analyze potential displacement vulnerabilities for future use	\$2,500.00	Oct-Dec 2020
			<b>\$81,000.00</b>	

## PROFESSIONAL BACKGROUND

### DEPUTY DIRECTOR, POLICY AND PLANNING

Just Cities (For Profit) | October 2019 - Present

- Deputy Director charged with designing and implementing organizational systems for project management, personnel management, fundraising/development, and legislative coordination
- Core responsibilities include organizational oversight and the introduction of a new Transportation Design/Planning Studio based in Los Angeles, CA

### TRANSPORTATION PLANNING ASSOCIATE II

LADOT (City Agency) | May 2017 - September 2019

- Developed and implemented a formal process for dignity-infused community engagement and scaled the strategy across 5 divisions, in under 12 months, supervising 65 staff consultants and support staff
- 100% success rate for grant writing, funding over \$19M for infrastructure and programs in 18 months
- Established a database of 180 active partnering CBOs and resident leaders in 18 months
- Established a formal business engagement strategy
- Designed a process for legislative relations throughout project development

### SENIOR DEVELOPMENT AND TRAINING MANAGER

Jenesse Center (Non Profit) | March 2016 - May 2017

- Developed a program for elevating the specific needs of Black survivors of domestic and gender-based violence within the realm of land use planning and public sector services in Los Angeles
- Organizational budget and grants management (incl. DOJ, LAWVA, VAWA, DOE, DPH)
- Trained top-level staff to recognize and disrupt racial, economic, and health disparities
- Co-facilitated a multi-sector symposium with Dr. Kimberlé Crenshaw (premier intersectionality theorist)

### FOUNDING EXECUTIVE DIRECTOR

Thrivance Project (Cooperative Firm) | October 2013 - December 2018

- Founder and Executive Director at a professional services consulting firm that offers a suite of social justice-based services, strategies, and tools to government agencies and non-profits at subsidized rates

### CIVIC ENGAGEMENT DIRECTOR

Community Coalition (Non Profit) | April 2013 - November 2015

- Developed a curriculum for training formerly-incarcerated South and East Los Angeles residents to become Artist Planners to inform a citywide plan for abandoned lot re-development
- Key lead on regional effort to enroll and follow-up with families seeking healthcare coverage
- Local lead on Prop 47 campaign in Los Angeles

### ENVIRONMENTAL PLANNER

Caltrans - Fresno (State Agency) | February 2008 - June 2011

- Generalist Environmental Planner with special focus on Native American Tribal Coordination, transportation engineering, and equitable mitigation

value.

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#### East Oakland Mobility Action Plan

Brytanee Brown - Oakland Department of Transportation  
Contact: BRBrown@oaklandca.gov ; 510.480.8723

*I am currently working directly with Ms. Brown to produce a linked transportation and anti-displacement plan for East Oakland. I've attached a draft outline and project report as a work sample*

Project dates September 2019 through December 2020  
Budget: \$30,000

#### Active Streets LA

Cesar Hernandez - Lyfe Productives  
Contact: cesarhernandez.clh@gmail.com ; 626.271.6651

I worked directly with Cesar Hernandez to produce a community-based planning lab that centered transportation equity and housing justice. A methodology for assessing displacement risk was developed through this partnership.

Project dates June 2017 through May 2019  
Budget: In-Kind

Los Angeles Vision Zero - Dignity Infused Community Engagement

Lauren Ballard - LADOT  
Contact: Lauren.ballard@lacity.org ; 760.525.3224

Lauren Ballard was my counterpart while employed at LADOT

Project dates May 2017 through September 2019  
Salary

## Exhibit B

### **INSURANCE REQUIREMENTS** **Consultant Service Agreement between City of Fresno ("CITY")** **and [Consultant Name] ("CONSULTANT")** **IMPLEMENTATION OF THE TRANSFORM FRESNO** **DISPLACEMENT AVOIDANCE PLAN**

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

#### **MINIMUM LIMITS OF INSURANCE**

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

#### **1. COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

**UMBRELLA OR EXCESS INSURANCE**

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

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

time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

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

#### VERIFICATION OF COVERAGE

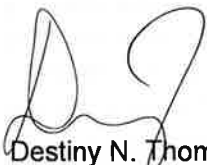
CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before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

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]  
PROJECT TITLE

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



Destiny N. Thomas, PhD  
Thrivance Project, LLC  
6250 Canoga Ave #333  
Woodland Hills, CA 91367