

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

THIS AGREEMENT is made and entered into effective the 5th day of March 2019, by and between the CITY OF FRESNO, a California municipal corporation (the "CITY"), and De Novo Planning Group, a California corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional planning services for the completion of an Environmental Impact Report and Infrastructure Financing Plan as part of the Specific Plan of the West Area (the "PROJECT"); and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a professional planning firm 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 Development and Resource Management Director (the "ADMINISTRATOR") or designee.

**AGREEMENT**

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

1. Scope of Services. 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 not to exceed \$399,726 USD, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

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

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

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

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

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

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

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

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

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

operate as a release of CONSULTANT or any subcontractors from said professional standards.

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or 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 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 designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or 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.

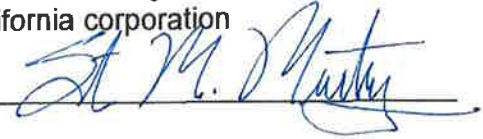
[Signatures follow on the next page.]

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

CITY OF FRESNO,  
a California municipal corporation

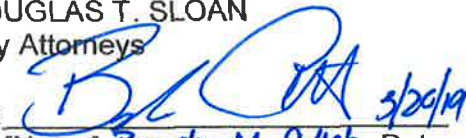
De Novo Planning Group,  
a California corporation

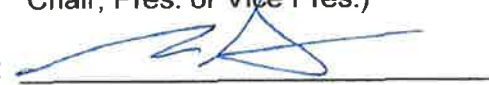
By: \_\_\_\_\_  
Jennifer K. Clark, AICP, HDFP  
DARM Director

By:   
Name: Steve McMurtry

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorneys

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

By:  5/29/19  
[Name] Brandon M. Collier Date  
Deputy City Attorney

By:   
Name: Ben Ritchie

ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk

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

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

Any Applicable Professional License:  
Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

Addresses:

CITY:  
City of Fresno  
Attention: Jennifer K. Clark, AICP, HDFP  
DARM Director  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-8001  
FAX: (559) 457-1484

CONSULTANT:  
De Novo Planning Group  
Attention: Steve McMurtry  
Principal  
1020 Suncastr Lane, Suite 106  
El Dorado Hills, CA 95762  
Phone: (916)-580-9818  
FAX: (916)-915-1837

Attachments:

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

## Agreement Exhibit A

---

### SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno (CITY) and De Novo Planning Group (CONSULTANT)**  
Environmental Impact Report and Infrastructure Financing Plan for the Specific Plan of the West Area (the “Project”)

---

#### **Phase 1 Project Initiation**

The first phase of work involves the CONSULTANT getting up to speed on work completed to-date, setting the scope for the environmental analysis, and managing the project to a successful conclusion.

##### **Task 1.1 Kickoff Meeting**

Within two weeks of project commencement, the CONSULTANT will meet with City staff to kick-off the project and provide a project overview, including a schedule for completion of the project, with clear deadlines and specific action items identified for each task and phase. A site visit is also included in this task.

##### **Deliverables:**

1. Meeting agenda, data needs list, summary notes, project schedule/work plan with major work milestones

##### **Task 1.2 Notices**

CONSULTANT will prepare the required notices for the Environmental Impact Report in accordance with the requirements of CEQA, including the Notice of Preparation, Notice of Availability, Notice of Completion, and Notice of Determination. CONSULTANT will deliver notices to the State Clearinghouse out of our Sacramento office.

##### **Deliverables:**

1. Required notices including Notice of Preparation, Notice of Availability, Notice of Completion, and Notice of Determination

##### **Task 1.3 Scoping Meeting**

The project will require a public scoping meeting, and CONSULTANT will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meeting, CONSULTANT will provide a summary of environmental issues raised. In addition, CONSULTANT (in coordination with the City) will seek one-on-one meetings with key local, regional, and state agencies if necessary.

##### **Deliverables:**

1. Administrative Draft Meeting Materials (PowerPoint presentation, handouts, boards, media releases, etc.),
2. Final Meeting Materials, Administrative Draft Scoping Meeting Summary, Final Scoping Meeting Summary

##### **Task 1.4 Project Description**

The project description will include, at a minimum, the following information:

1. The precise location and boundaries of the proposed project shown on the following nine maps/figures:

2. Regional Map, Project Vicinity, Topo Map (USGS 7.5-minute quadrangle), APN Map, Aerial Photo, General Plan
3. Land Use, Zoning Map, Proposed Land Use, and Proposed Infrastructure Plan.
4. A statement of the project's objectives.
5. A general description of the project's technical, economic, and environmental characteristics, considering the primary engineering plans and supporting public service facilities required.
6. The name of the proposed project and the name and address of the project proponent.
7. A brief description of the existing and proposed land uses, Zoning Map classifications, and General Plan Land Use designations, including maps/figures.

**Deliverables:**

1. Administrative Draft, Screencheck Draft, and Final Project Description

**Task 1.5 Project Management**

CONSULTANT will provide overall project management for this work effort and be available to discuss the project on a regular basis with other consultant team members and City Staff as needed.

**Deliverables:**

1. Up to twenty (20) one-hour conference calls, ongoing project management

**Phase 2 Technical Studies**

Staff will be provided with Administrative and Screencheck Drafts of all technical studies.

**Deliverables:**

1. Administrative and Screencheck Drafts and Final Copies of all Technical studies (electronic copies)

**Task 2.1 Air Quality/Greenhouse Gas Emissions**

CONSULTANT will utilize our in-house Environmental Scientists to prepare an Air Quality and Greenhouse Gas Emissions analysis for this project. The analysis will be prepared consistent with San Joaquin Air Pollution Control District (SJVAPCD) and state and federal guidelines using the latest version of CalEEMod software (version 2016.3.2). The analysis will include a comparison of the proposed project's construction and operational emissions with SJVAPCD's air quality thresholds of significance for criteria pollutants, consistent with SJVAPCD's Guidance for Assessing and Mitigating Air Quality Impacts. CONSULTANT will also analyze the potential for health risk and odor impacts on nearby receptors.

Greenhouse gas (GHG) emissions will be analyzed in comparison to the State GHG reduction requirements established by Assembly Bill 32 (AB 32) and Senate Bill 32 (SB 32), which require the State of California to reduce overall GHG emissions equivalent to 1990 levels by 2020, and 40% below 1990 levels by 2030, respectively. The GHG analysis will be conducted consistent with the relevant court decision in the Biological Diversity v. California Department of Fish and Wildlife case (i.e. the Newhall Decision). The proposed project's GHG emissions will be analyzed in comparison to a 'service-population' GHG threshold, derived based on the requirements of AB 32 and SB 32, which will ensure project consistency with California's climate change legislation. The proposed project's emissions will also be analyzed in relation to all relevant planning documents, policies, and regulations.

The results of the study will be provided in a "stand-alone" draft technical report. The report will include the methodology for calculating emissions, an analysis of the proposed project's air quality and GHG impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality. Specific information

from the air quality and greenhouse gas emissions analysis will be incorporated into the EIR to support significance determinations.

### **Task 2.2 Infrastructure Cost Analysis and Funding Matrix**

In this task, CONSULTANT will identify required infrastructure projects and develop cost estimates and prepare the resulting cost analysis and funding matrix. As outlined in the RFP, this deliverable has been included as part of the Phase 2 Technical Study work program but is a critical step in preparation of the Infrastructure Financing Plan. CONSULTANT will produce an infrastructure evaluation to serve as the basis of the infrastructure financing plan developed by others. This infrastructure evaluation will include recommendations for capital projects required by the Specific Plan, including those required for repair, rehabilitation, and capacity reasons. The capital projects will include conceptual project costs produced at detail appropriate for the project stage. It is anticipated that the majority of capital project costs will be developed using planning-level unit costs applied to planning unit quantities for the projects. The City and Flood Control District have invested significant resources in comprehensive planning documents that identify the infrastructure required for development throughout the City, including the Specific Plan area. These documents include, but are not limited to, those listed in the Infrastructure Background Report. To make the most of that investment, and to meet the resource and time constraints of this project, CONSULTANT will utilize the infrastructure projects identified in these documents as the basis of the infrastructure evaluation. CONSULTANT will synthesize the appropriate projects from the various planning documents into a unified, stand-alone evaluation.

CONSULTANT will review and update project costs found in the planning documents as appropriate using Engineering News Record Construction Cost Indices cost escalation. Where the development identified for the Specific Plan differs from that identified in the planning documents in a manner that may materially impact the required infrastructure, CONSULTANT will make broad adjustments to the required infrastructure and required costs. These adjustments will not include any hydraulic modeling or detailed planning studies. In their capacity as transportation planners and engineers, CONSULTANT will identify necessary backbone circulation projects and required improvements and develop cost estimates to be included and analyzed in the Infrastructure Financing Plan. To the extent feasible, CONSULTANT will rely on relevant cost estimates or real costs identified for other similar improvement projects in the City of Fresno and/or region. Given that the specific improvements have not yet been identified, CONSULTANT has estimated the following hours by staff classification to support identification of circulation improvements and associated cost estimates: Task Manager: 18 hours; Principal Planner: 28 hours; Senior Engineer: 8 hours; Analyst: 60 hours; Technician: 8 hours. Should the City need analysis or quantification of improvements beyond the level expected and described above, additional time can be billed on an hourly basis as directed by City Staff. CONSULTANT will prepare a matrix identifying the relationship between the infrastructure costs required for growth in the Plan Area as identified by the City and the various existing funding sources. CONSULTANT will estimate available funding from various sources such as existing City, County of Fresno (County), and school district development impact fees; any planned general obligation and revenue bond issues; local, state, and federal grant funding opportunities, and dedication (i.e., private developer funding) requirements. This review will take into consideration any specific financing constraints or requirements. Work completed in this subtask will result in an inventory of plan area related infrastructure costs that are not funded by existing funding mechanisms and for which potential funding mechanisms (e.g. grant funding sources) are not anticipated. These net costs will provide the basis for development of new financing mechanisms (e.g., impact fees, land-secured financing, etc.) described in Phase 6.

### **Task 2.3 Transportation Impact Analysis**

CONSULTANT will prepare the Transportation Impact Analysis (TIA) to support the environmental documentation and approvals for the project. All work will be done consistent with the standard analysis methodology and guidelines from the City of Fresno, County of Fresno, Fresno COG, and the California Department of Transportation (Caltrans). The TIA will include four major sections: Existing Conditions, which will document the existing roadway, freeway, transit, active transportation, parking, loading, and emergency vehicle conditions in the vicinity of the project area; Project Travel Demand, which will estimate the net-new trips and parking demand associated with the proposed land uses, plus the general origin/destination of each trip; Impact Analysis, which will determine the effect of the project on Existing, Near-Term and Cumulative Year conditions (using output from the Fresno COG travel demand model); and Mitigations, which will identify and evaluate measure to reduce the effect of the project to less-than significant levels. It is anticipated that the technical analysis will include up to 40 analysis locations (including SR-99 freeway mainlines and on-/off-ramps), affects to Fresno Area Express transit ridership and operations, Vehicle-Miles Traveled (VMT) calculations to address SB743 requirements, and consistency with the City's General Plan and Active Transportation Plan.

#### **Task 2.4 Biological Resources Assessment**

CONSULTANT will prepare a biological resources assessment for the proposed project. This will include various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region. A reconnaissance level survey of the Specific Plan area will be undertaken to support the Assessment. Protocol-level surveys are not included in this Assessment.

#### **Task 2.5 Water Supply Assessment**

CONSULTANT will prepare a Water Supply Assessment (WSA) in accordance with all legislative requirements, specifically SB 610 and SB 221. The purpose of the WSA is to demonstrate the sufficiency of the purveyor's water supplies to satisfy the water demands of the proposed project, while still meeting the water purveyor's existing and planned future uses. Water Code sections 10910 through 10915 delineate the specific information that must be included in the WSA.

CONSULTANT will prepare a potable water demand projection for buildout of the Specific Plan area based on the projected land uses that will be documented in the Zoning Amendment prepared for the Specific Plan and the appropriate water demand factors documented in City's 2015 UWMP, or as provided by the City. CONSULTANT will then prepare an estimate of the current water demand for the Specific Plan area using land uses to be provided by the City. CONSULTANT will then conduct an evaluation of available water supplies to meet the Specific Plan's projected water demands. CONSULTANT will use the City's 2015 UWMP as a basis for determining the available water supplies to meet the demands under normal, single-dry, and multiple-dry year conditions. Based on the evaluation of supply availability, CONSULTANT will identify whether the City has sufficient supplies and supply reliability to meet the water demands associated with the proposed Specific Plan.

CONSULTANT will then prepare a WSA for the Specific Plan in accordance with the requirements of SB 610 as adopted in the California Water Code as Sections 10910-10915. The WSA will be based on the projected water demands for the Specific Plan; the assumed water supplies for the Specific Plan; Specific Plan information provided by the City; the City's existing

and future water supply and demand as documented in the City's 2015 UWMP; other identified supplies, if required; and other existing data to the extent that they are available.

### **Task 2.6 Cultural Resources**

CONSULTANT will prepare a Cultural Resources Report which will include the following tasks:

**Cultural Resources Records Search:** CONSULTANT will request a records search for cultural resources within the 7,077-acre Project area from the Southern San Joaquin Valley Information Center (SSJVIC). A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained.

**Native American Scoping:** CONSULTANT will request a Sacred Lands File search from the Native American Heritage Commission (NAHC). CONSULTANT will draft and mail, via US Certified Mail, a project information letter to the recommended Native American individuals, groups or tribes provided by the NAHC.

**Assembly Bill 52 (AB 52) Consultation:** CONSULTANT will assist the City in meeting AB 52 requirements by drafting consultation letters to those tribes that have previously requested notification from the City regarding projects within the City's jurisdiction and within the tribe's traditional use area, if requested.

**SB 18 Consultation:** CONSULTANT will assist the City in meeting SB 18 requirements by drafting consultation letters and mailing to Tribal Representatives provided by the NAHC and manage the responses, if requested.

**Historical Society Consultation:** CONSULTANT will contact local historical societies.

**Paleontological Records Search:** CONSULTANT will request a records search for paleontological resources from the Los Angeles County Museum of Natural History (LACMNH).

**Background Research:** Conduct research to develop brief contexts for cultural and paleontological resources. A draft paleontological and cultural resources assessment report will summarize the methods, state significance criteria, provide contexts, summarize resources identified through all sources, and prepare programmatic mitigation measures. Separately, any recommendations for changes to City policies will be provided. CONSULTANT will respond to two rounds of comments from the City and produce the final technical report. For purposes of this proposal it is assumed that CONSULTANT will not be required to attend meetings. If attendance at a meeting is required then this will be billed separately at a time-and-material rate plus expenses. Further, the record searches at the SSJVIC will not exceed \$2,160. Two rounds of comments are included. No survey will be performed. All reports will be delivered electronically.

### **Task 2.7 Noise and Vibration Analysis**

CONSULTANT will prepare a technical noise and vibration study that documents the existing noise and vibration environment; identifies the potential airport, railroad, highway and traffic noise impacts to the Plan Area; identifies measures that could reduce those impacts. Impacts associated with the various noise sources throughout the Plan Area will be evaluated both qualitatively and quantitatively. CONSULTANT will first review relevant project and site background information, base graphics showing the site vicinity, the proposed project and adjacent land uses. We will then discuss with the Client and the Lead Agency project details including, the Technical Noise Study approach, the existence of any known noise producers within or just outside the Plan Area (e.g. Hwy 99, railroad and/or airports within the vicinity) that need to be addressed within the technical study and the best locations for noise measurements. CONSULTANTS will perform one visit to the project site and perform up to three (3) 24-hour noise measurements (long-term) and ten (10) 10-minute noise measurements (short-term) throughout the Plan Area and document baseline conditions. The report will analyze:

1. Construction noise and vibration
2. Traffic noise



3. Operational noise
4. Airport noise
5. Railroad noise

CONSULTANT will provide a written report that documents the existing noise environment; predicts the future noise environment; and discusses project noise impacts in light of the City of Fresno's General Plan and Municipal Code, and the California Environmental Quality Act (CEQA) significance thresholds as presented in Appendix G of the CEQA Guidelines.

### **Task 2.8 Technical Infrastructure Background Report**

CONSULTANT will prepare an infrastructure background technical report related to the existing potable water, recycled water, wastewater collection/treatment, and stormwater/flood control facilities. With the exception of stormwater/flood control, these facilities are owned and operated by the City. Stormwater/flood control facilities are owned and operated by the Fresno Metropolitan Flood Control District (Flood Control District).

This evaluation will be based on discussions at one (1) meeting/phone call with City staff, one (1) meeting/phone call with Flood Control District staff, and reviewing/summarizing the planning documents listed below, including but not limited to:

1. City of Fresno Water Master Plan (West Yost, 2014);
2. City of Fresno 2015 Urban Water Management Plan (Provost & Pritchard, 2016);
3. City of Fresno Recycled Water Master Plan (Carollo, 2010);
4. City of Fresno Wastewater Collection System Master Plan (Brown and Caldwell, 2006);
5. City of Fresno Sewer System Management Plan 2014 Revision (Department of Public Utilities, 2014);
6. 2016 District Services Plan (Flood Control District, 2016); and
7. GIS mapping of the utilities, to be provided to CONSULTANT by the City and the Flood Control District.

CONSULTANT will prepare four (4) infrastructure maps that show the existing potable water, recycled water, wastewater, and flood control infrastructure using the GIS files received from the City and Flood Control District. We will summarize the lengths of water, wastewater, and storm drain pipelines serving the City, by diameter if that information is readily available in the GIS files. The storm water map will delineate the major watersheds draining the City. The background report will identify and summarize major infrastructure issues, present the infrastructure maps, present charts of past water demands and wastewater flows, and present charts of previously anticipated future water demands, and wastewater flows as reported in the planning documents. No additional analyses will be performed.

### **Phase 3 Draft Environmental Documentation**

Utilizing the work prepared in the prior phases, the CONSULTANT will prepare a Draft Environmental Impact Report.

### **Task 3.1 Administrative Draft Environmental Impact Report**

The Draft EIR will be prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. We will prepare an Administrative Draft for the City's review and comment. The EIR will consist of the chapters described below. Per the specifics of the RFP, we assume one round of City review of the Administrative Draft EIR prior to preparation of the Screencheck Draft.

#### **Deliverables:**

1. Administrative Draft EIR (electronic copy) in the following format:

## Executive Summary

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures. The intent of this section is to provide the City and the public with a simple and easy to understand overview of the project and related issues, which will be analyzed and discussed much more thoroughly in the contents of the EIR.

## Chapter 1: Introduction

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

## Chapter 2: Project Description

The Project Description section will consist of a detailed description of the project, including the proposed actions, the project goals and objectives, and the relationship of the project to other regional plans and projects. This section will also present the City's and other agency involvement in the project, and the use of the EIR by other agencies, including permits and other approvals. This section will be consistent with the requirements of State CEQA Guidelines Section 15124.

## Chapter 3: Environmental Setting, Impacts and Mitigation Measures

The Environmental Setting, Impacts, and Mitigation Measures section will present a detailed discussion of each individual environmental topic. Each discussion will include the following:

1. An environmental setting and environmental baseline conditions (including figures and GIS graphics);
2. The applicable local, state, and federal regulatory setting;
3. The threshold of significance used for each impact determination;
4. The methodology used for conducting the environmental analysis and making significance determinations;
5. An analysis of all identified direct and indirect impacts associated with project;
6. An analysis of the cumulative impacts associated with the project;
7. Identification of mitigation measures to reduce impacts; and
8. A determination of the significance of each impact after mitigation.

CONSULTANT will work closely with City staff to formulate the appropriate mitigation measure language and timing that is appropriate for inclusion in the EIR. Each EIR section will be organized concisely for ease of use and future reference.

## Chapter 4: Cumulative Impacts

CONSULTANT will analyze the environmental impacts of the project when viewed in combination with other known, approved, or reasonably foreseeable projects in the region. The cumulative analysis will address each topic covered in the environmental analysis and will identify appropriate mitigation measures for any significant impacts identified. This cumulative analysis will be based on a list of known projects in the region as well as forecasts.

## Chapter 5: Other CEQA Requirements

The section will include the other required CEQA sections including issues previously determined to be less than significant, growth-inducing impacts, significant irreversible environmental effects, and a summary of significant and unavoidable impacts.

## Chapter 6: Alternatives Analysis

CONSULTANT will coordinate with City staff to formulate up to three (3) alternatives for analysis in the EIR as required by the CEQA Guidelines. Our efforts will result in an EIR that will include an examination of a range of reasonable alternatives that could feasibly achieve the basic objectives of the project. The CEQA Guidelines require that a “No Project” alternative be analyzed among the range of alternatives. An alternative location must also be analyzed unless it is determined by the lead agency that a feasible alternative location does not exist. If the lead agency determines that an alternative location does not exist, it must disclose the reasons for this conclusion in the EIR. The alternatives section will provide a description and comparison of the alternatives. Finally, an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. Once the alternatives are initially formulated, they will be presented at the public scoping meeting and refined based on public input. This scope of work assumes that the alternatives analysis will not be conducted to the same level of detail as the analysis of the proposed project. However, if the City wishes to add additional alternatives, or to have any of the alternatives analyzed at a level of detail comparable to the proposed project, we can accommodate this request through a budget and scope modification.

#### Chapter 7: Report Preparers and References

This chapter would identify all persons assisting in the preparation of the EIR and referenced agencies and materials.

#### **Task 3.2 Screencheck Draft Environmental Impact Report**

Based on feedback received on the Administrative Draft EIR, CONSULTANT will generate a Screencheck Draft EIR for a final staff review before we produce the document for public review. Per the specifics of the RFP, we assume one round of City review of the Screencheck Draft EIR prior to preparation of the Public Draft.

##### **Deliverables:**

1. Screencheck Draft EIR (electronic copy and one hard copy)

#### **Task 3.3 Public Draft Environmental Impact Report**

CONSULTANT will prepare a Public Draft based on feedback received on the Screencheck Draft. After the document is finalized we will publish the document and distribute it with the proper notices (Notice of Completion) to the State Clearinghouse, the County Clerk (Notice of Availability), and a newspaper of regional circulation (Notice of Availability). Additional distribution and/or press releases can be accommodated at the request of City staff. We assume at the City will complete local distribution, unless otherwise requested.

##### **Deliverables:**

1. Public Draft EIR (electronic copy and 10 hard copies with technical appendices on CD)

#### **Phase 4 Final Environmental Documentation**

Utilizing the work prepared in the prior phases, the CONSULTANT team will prepare a Final Environmental Impact Report.

#### **Task 4.1 Administrative Draft Final Environmental Impact Report**

At the conclusion of the Draft EIR public review period, the CONSULTANT will respond to all written comments received by the City, as well as oral comments received during public hearings. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document, which will be a separately bound, will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text). With respect to the Final EIR and Response to Comments, the CONSULTANT anticipates 40 comment letters of

normal detail (two to three pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate. The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. CONSULTANT will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the project. Per the specifics of the RFP, we assume one round of City review of the Administrative Draft Final EIR prior to preparation of the Screencheck Draft.

**Deliverables:**

1. Administrative Final EIR/Response to Comments

**Task 4.2 Screencheck Draft Final Environmental Impact Report**

Based on feedback received on the Administrative Draft Final EIR, CONSULTANT will generate a Screencheck Draft Final EIR for a final staff review before we produce the document for public hearings. Per the specifics of the RFP, we assume one round of City review of the Screencheck Draft Final EIR prior to preparation of the Public Draft.

**Deliverables:**

1. Screencheck Final EIR/Response to Comments (one hard copy)

**Task 4.3 Final Environmental Impact Report**

Based on feedback received on the Screencheck Draft Final EIR, CONSULTANT will generate a Final EIR for the project.

**Deliverables:**

1. Final EIR/Response to Comments (10 hard copies with technical appendices on CD)

**Task 4.4 Findings of Fact and Statement of Overriding Considerations**

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

**Deliverables:**

1. Screencheck Draft CEQA Findings, Final CEQA Findings, Draft and Final Statement of Overriding Considerations (if necessary)

**Phase 5 Certification**

CONSULTANT will lead the necessary public hearings with Planning Commission and City Council to certify the project (please note that the Notice of Determination will be prepared as part of Task 1.2, Notices).

**Task 5.1 Planning Commission (2 meetings)**

CONSULTANT will assist with and present at two publicly noticed hearings with the Planning Commission.

**Deliverables:**

1. Attendance at two Planning Commission Hearings.

**Task 5.2 City Council (1 meeting)**

CONSULTANT will assist with and present at one publicly noticed hearing with the City Council.

**Deliverables:**

1. Attendance at one City Council Hearings.

**Phase 6 Infrastructure Financing Plan**

New residential and commercial development in the Specific Plan will require a variety of private and public infrastructure and public facility improvements. The overall approach to formulate an Infrastructure Finance Plan (IFP) to fund these improvements in a manner consistent with the requirements of the State's planning and environmental review statuses and City objectives will include:

1. Specifying backbone infrastructure and other public facilities to be constructed or acquired in association with development of the proposed specific plan.
2. Identifying the estimated costs and phasing requirements for required backbone infrastructure and other public facilities.
3. Establishing the policy framework for determining financing mechanisms required to fund backbone infrastructure and other public facilities.
4. Identifying funding mechanisms, both existing and new, to fund required backbone infrastructure and other public facilities in a timely manner.
5. Identifying and providing estimated maintenance funding sources for certain backbone infrastructure and other public facilities.
6. Examining the impact of existing and new infrastructure cost burdens on development feasibility and evaluating various funding mechanisms (e.g., plan area fee, land-secured bonding capacity).

Please note that preparation of the Infrastructure Financing Plan will rely heavily on the Infrastructure Cost Analysis and Funding Matrix prepared in Phase 2, Technical Studies (Task 2.2).

**Task 6.1 Document Review**

CONSULTANT will meet with the City and the Project Team to finalize the scope of services, project schedule, and expected work products. CONSULTANT will collect and review key documents, including existing fee program nexus studies, the City General Plan, and other preliminary Specific Plan-related documents, including existing conditions analyses and other background documents. This initial scoping, data gathering, and discussion will focus subsequent technical efforts.

**Deliverables:**

1. Attendance at IFP kickoff meeting and review of existing documents and materials

**Task 6.2 Infrastructure Evaluation**

CONSULTANT will work with Project engineers and City staff to identify infrastructure and public facility requirements and costs for the Project, including new facilities needed to serve new growth, and repair, rehabilitation, and enhancement of existing infrastructure. The Project Team will work with the City to evaluate the types of infrastructure and public facilities that will be evaluated for purposes of the IFP, which are preliminarily anticipated to include (but are not limited to) the following categories:

1. Roadway improvements.
2. Drainage improvements.
3. Water and sewer facilities/improvements.
4. Recycled water facilities/improvements.
5. Fire and police facilities.
6. Park and community center improvements.

7. Any other public facility improvements required by the Project.

Once obtained, CONSULTANT will assemble this information into an infrastructure and public facility cost schedule suitable for analytical purposes. The IFP will include improvement costs for buildout of the Specific Plan. The Project Team and the City should evaluate if the IFP should also include an analysis of Phase 1 or other sub phases, which may require additional budget. These improvement costs will be documented in a spreadsheet-based format, allowing aggregation of cost estimates by type of improvement for structuring the financing analysis.

**Deliverables:**

1. Infrastructure Evaluation Report

**Task 6.3 Preparation of Infrastructure Financing Plan Report Allocate Improvement Costs**

CONSULTANT, with the assistance of City staff, will develop a strategy for allocating net improvement costs among the various benefiting land uses in (or beyond) the Specific Plan; such beneficiaries may include residential and nonresidential growth within the Plan Area, existing development, and nearby areas of the City. CONSULTANT will make cost allocations by land use category on the basis of industry-standard measures of demand for, or benefit from, the different types of improvements. For example, road costs typically are allocated on the basis of trip generation.

**Analyze Cost Burdens and Financial Feasibility of the Project**

Based on the development projections for Specific Plan buildout, the Financing Plan will evaluate the impact of infrastructure cost burdens on the overall financial feasibility of the private real estate development components of the Project, as well as any proposed financing mechanisms subject to basic municipal financing requirements (e.g., value-to-lien ratio). The analysis will be based on estimates of finished real estate values for private development. In the event that initial cost allocations appear infeasible based on industry standards, alternative allocations and other measures (e.g., cost reductions, phasing) will be evaluated.

**Identify New Financing Mechanisms**

CONSULTANT will identify and evaluate a variety of other funding and financing mechanisms that would be appropriate to fund the net improvement costs and/or defray up-front or advance-funding costs associated with these facilities. These sources and mechanisms may include, but are not limited to, the following tools:

1. Area-specific development fees.
2. Special assessments and taxes.
3. Private contributions and exactions.
4. Tax increment financing mechanisms (e.g., Enhanced Infrastructure Finance District or Community
5. Revitalization and Investment Authority).
6. Statewide Community Infrastructure Program (SCIP) financing.
7. Bond Opportunities for Land Development (BOLD) financing.

CONSULTANT, with the assistance of the Project Team, will select financing mechanisms and strategies for the Specific Plan that are based on financing principles; statutory and legal considerations; and industry standards regarding who typically pays for what, the timing of public improvements relative to private development, commitments regarding the availability of public-sector funding, and other relevant factors.

**Evaluate Improvement/Development Phasing Concurrency/Land-Secured Bonding Capacity**

In concert with selecting financing mechanisms, CONSULTANT will consider the phasing program for real estate development and timing of public facilities' construction, based on development triggers if necessary. As part of this process, CONSULTANT will consider the feasibility of debt financing in relation to the appreciating land values and property-based revenues available. This feasibility analysis will reference underwriting criteria applied to financing mechanisms by the municipal financing industry. The phasing and debt financing analysis will be based on buildout of the Project. Preliminary evaluations of bonding capacity for any initial development phases will be examined as a percentage of total buildout bonding capacity.

### **Report Preparation**

CONSULTANT will prepare a draft of the IFP document, incorporating the technical analysis and narrative describing the proposed project and project land uses, infrastructure and public facility requirements, funding sources, financial feasibility findings, the project financing strategy, maintenance funding sources, and a detailed description of financing strategy implementation and administration. The IFP will identify the land uses and required backbone infrastructure and public facilities for buildout of the Specific Plan. CONSULTANT will complete an Administrative Draft IFP for review by the City and project applicant. After making any revisions required to the Administrative Draft IFP based on a single set of consolidated comments provided by the City and the project stakeholders, CONSULTANT will complete a Public Review Draft IFP to be submitted to the City Council for approval. CONSULTANT will be available to attend one public hearing regarding the IFP. Attendance at this hearing is included in our budget for this task.

#### **Deliverables:**

1. Administrative Draft, Screencheck Draft, and Final Infrastructure Financing Plan

### **Task 6.4 Financial Evaluation**

The steps outlined in Task 6.3 above will be used to prepare a financing strategy that shows the implementation steps required to use existing and to create new proposed financing mechanisms. The financing strategy will specify the financial responsibilities of the public and private participants in development of the Project. CONSULTANT will review and, as appropriate, ensure consistency, with previous financing plans prepared for the City. The financing strategy will be circulated to City staff and Project participants to ensure their understanding and to obtain their comments and suggestions.

#### **Deliverables:**

1. Administrative Draft, Screencheck Draft, and Final Financing Strategy

# Schedule of Fees and Exepenses

TASK/ACTIVITY	Project Manager/ Principal		Associate Planner		Assistant Planner/ GIS and Graphics		Admin		De Novo Subtotal		Traffic	Water	Noise	Cultural	Financing	Direct Costs	ACTIVITY	
	hours	\$140	hours	\$115	hours	\$95	hours	\$85	TOTALS		Kittelson & Associates	West Yost Associates	MD Acoustics	Cogstone	EPS	Printing and Notices	TOTALS	
									hours	Fee							Fee	
<b>PHASE 1: PROJECT INITIATION</b>																		
Task 1.1 Kickoff Meeting	8	\$1,120	8	\$920	4	\$380	2	\$170	22	\$2,590							\$200	\$2,790
Task 1.2 Notices	0	\$0	4	\$460	0	\$0	0	\$0	4	\$460							\$100	\$560
Task 1.3 Scoping Meeting	8	\$1,120	8	\$920	0	\$0	0	\$0	16	\$2,040							\$100	\$2,140
Task 1.4 Project Description	4	\$560	12	\$1,380	2	\$190	0	\$0	18	\$2,130							\$0	\$2,130
Task 1.5 Project Management	24	\$3,360	0	\$0	0	\$0	0	\$0	24	\$3,360	\$11,233				\$8,845	\$0	\$23,438	
<b>PHASE 1 SUBTOTAL</b>	<b>44</b>	<b>\$6,160</b>	<b>32</b>	<b>\$3,680</b>	<b>6</b>	<b>\$570</b>	<b>2</b>	<b>\$170</b>	<b>84</b>	<b>\$10,580</b>	<b>\$11,233</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,845</b>	<b>\$400</b>	<b>\$31,058</b>	
<b>PHASE 2: TECHNICAL STUDIES</b>																		
Task 2.1 Air Quality and Greenhouse Gas Emissions	8	\$1,120	36	\$4,140	10	\$950	4	\$340	58	\$6,550							\$0	\$6,550
Task 2.2 Infrastructure Cost Analysis and Funding Matrix	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$21,953	\$23,554			\$3,470	\$0	\$48,977	
Task 2.3 Traffic Impact Analysis	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$46,593						\$0	\$46,593
Task 2.4 Biological Resources Study	30	\$4,200	0	\$0	0	\$0	4	\$340	34	\$4,540							\$0	\$4,540
Task 2.5 Water Supply Assessment	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$25,136					\$0	\$25,136
Task 2.6 Cultural Resources Report	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0			\$18,832				\$0	\$18,832
Task 2.7 Noise Analysis	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0			\$15,220				\$0	\$15,220
Task 2.8 Technical Infrastructure Background Report	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$21,204					\$0	\$21,204
<b>PHASE 2 SUBTOTAL</b>	<b>38</b>	<b>\$5,320</b>	<b>36</b>	<b>\$4,140</b>	<b>10</b>	<b>\$950</b>	<b>8</b>	<b>\$680</b>	<b>92</b>	<b>\$11,090</b>	<b>\$68,546</b>	<b>\$69,894</b>	<b>\$15,220</b>	<b>\$18,832</b>	<b>\$3,470</b>	<b>\$0</b>	<b>\$187,052</b>	
<b>PHASE 3: DRAFT ENVIRONMENTAL IMPACT REPORT</b>																		
Task 3.1 Administrative Draft EIR	62	\$8,680	118	\$13,570	60	\$5,700	16	\$1,360	256	\$29,310	\$3,140						\$0	\$32,450
Task 3.2 Screencheck Draft EIR	20	\$2,800	46	\$5,290	30	\$2,850	8	\$680	104	\$11,620	\$1,530						\$200	\$13,350
Task 3.3 Public Draft EIR	32	\$4,480	60	\$6,900	24	\$2,280	8	\$680	124	\$14,340	\$1,530						\$1,800	\$17,670
<b>PHASE 3 SUBTOTAL</b>	<b>114</b>	<b>\$15,960</b>	<b>224</b>	<b>\$25,760</b>	<b>114</b>	<b>\$10,830</b>	<b>32</b>	<b>\$2,720</b>	<b>484</b>	<b>\$55,270</b>	<b>\$6,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$63,470</b>	
<b>PHASE 4: FINAL ENVIRONMENTAL IMPACT REPORT</b>																		
Task 4.1 Administrative Draft Final EIR	28	\$3,920	64	\$7,360	40	\$3,800	4	\$340	136	\$15,420	\$1,530						\$0	\$16,950
Task 4.2 Screencheck Draft Final EIR	16	\$2,240	24	\$2,760	16	\$1,520	4	\$340	60	\$6,860	\$11,950						\$150	\$18,960
Task 4.3 Final EIR	8	\$1,120	12	\$1,380	8	\$760	2	\$170	30	\$3,430							\$1,200	\$4,630
Task 4.4 Findings of Fact and SOC	12	\$1,680	40	\$4,600	4	\$380	4	\$340	60	\$7,000	\$2,850						\$0	\$9,850
<b>PHASE 4 SUBTOTAL</b>	<b>64</b>	<b>\$8,960</b>	<b>140</b>	<b>\$16,100</b>	<b>68</b>	<b>\$6,460</b>	<b>14</b>	<b>\$1,190</b>	<b>286</b>	<b>\$32,710</b>	<b>\$16,330</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,350</b>	<b>\$50,390</b>	
<b>PHASE 5: CERTIFICATION</b>																		
Task 5.1 Planning Commission (2)	16	\$2,240	16	\$1,840	4	\$380	0	\$0	36	\$4,460	\$8,653						\$250	\$13,363
Task 5.2 City Council (1)	8	\$1,120	8	\$920	4	\$380	0	\$0	20	\$2,420	\$4,463						\$50	\$6,933
<b>PHASE 5 SUBTOTAL</b>	<b>24</b>	<b>\$3,360</b>	<b>24</b>	<b>\$2,760</b>	<b>8</b>	<b>\$760</b>	<b>0</b>	<b>\$0</b>	<b>56</b>	<b>\$6,880</b>	<b>\$13,116</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$300</b>	<b>\$20,296</b>	
<b>PHASE 6: INFRASTRUCTURE FINANCING PLAN</b>																		
Task 6.1 Document Review	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0					\$3,220	\$0	\$3,220	
Task 6.2 Infrastructure Evaluation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0					\$3,470	\$0	\$3,470	
Task 6.3 Report	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0					\$34,480	\$0	\$34,480	
Task 6.4 Financial Evaluation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0					\$6,290	\$0	\$6,290	
<b>PHASE 6 SUBTOTAL</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,460</b>	<b>\$0</b>	<b>\$47,460</b>	
<b>Subtotals</b>	<b>284</b>	<b>\$39,760</b>	<b>456</b>	<b>\$52,440</b>	<b>206</b>	<b>\$19,570</b>	<b>56</b>	<b>\$4,760</b>	<b>1,002</b>	<b>\$116,530</b>	<b>\$115,425</b>	<b>\$69,894</b>	<b>\$15,220</b>	<b>\$18,832</b>	<b>\$59,775</b>	<b>\$4,050</b>	<b>\$399,726</b>	
<b>TOTAL FEE (NOT TO EXCEED FEE)</b>																	<b>\$399,726</b>	

Schedule of Fees and Expenses

**NOTES:**  
Subconsultants and Direct Costs are billed at no markup. De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.



## Agreement Exhibit B

---

### INSURANCE REQUIREMENTS

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

Environmental Impact Report and Infrastructure Financing Plan for the Specific Plan of the West  
Area (the "Project")

### 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.

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

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

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

1. 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 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 CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

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

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

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

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

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 polices will be twice the above stated limits.

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 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.

**SUBCONTRACTORS** - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, 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**

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, 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.

**Agreement Exhibit C  
DISCLOSURE OF CONFLICT OF INTEREST**

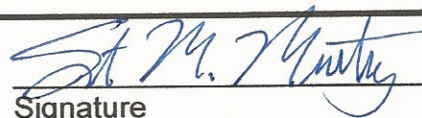
Environmental Impact Report and Infrastructure Financing Plan for the Specific Plan of  
the West Area (the "Project")

		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 checked="" type="checkbox"/>	<input 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: See next page \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

x Additional page(s) attached.

  
 \_\_\_\_\_  
 Signature  
 3/19/19  
 \_\_\_\_\_  
 Date  
 Steve McMurtry, Principal  
 \_\_\_\_\_  
 (name)  
 De Novo Planning Group, Inc.  
 \_\_\_\_\_  
 (company)  
 1020 Suncast Lane, Suite 106  
 \_\_\_\_\_  
 (address)  
 El Dorado Hills, CA 95762  
 \_\_\_\_\_  
 (city state zip)

**Explanation for Questions 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?*

De Novo Planning Group has an active on-call contract with the City for environmental services. We currently have two active projects in which we are preparing an Initial Study and proposed Mitigated Negative Declaration for the City under the on-call contract. The two projects are P18-02233 and P18-01267. Our contact is Bonique Emerson and Jared Olson at the City. We do not have any contact with the property owners. We do not have any property or other business interest in the City outside of the on-call contract. We are not involved in any litigation in the City, or in any other jurisdiction.