

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

THIS AGREEMENT (Agreement) is made and entered into, effective on 7/3/2023, by and between the CITY OF FRESNO, a California municipal corporation (City), and DUDEK (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional outreach, vulnerability assessments for both climate adaptation and environmental justice, a capability assessment, which analyzes the City's existing policies and organizational structure in order to ensure efficient implementation, climate adaptation and environmental justice plan reports, and a climate action assessment of the City's 2021 Climate Action Plan. Services for Climate Adaptation and Environmental Justice Plan (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as Climate Adaptation and Environmental Justice Planning and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

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

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

AGREEMENT

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

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2025, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed

\$650,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense. City agrees to pay Consultant within thirty (30) days of invoice receipt.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

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

- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
 - (d) This Section 5 shall survive expiration or termination of this Agreement.
- 6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.
- 7. Indemnification. To the furthest extent allowed by law, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fee, litigation expenses, and costs to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

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

- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) form CG 20 26 04 13 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 26 04 13.

9. Conflict of Interest and Non-Solicitation.

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

- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
 - (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
 - (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the

incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:

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

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

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

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

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

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


notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

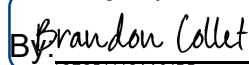
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
 - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation
DocuSigned by:
By:  7/5/2023
7468A2609F1A4DF...
Jennifer K. Clark
Director, Planning & Development

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
DocuSigned by:
By:  7/5/2023
17FC5444CAA64DB...
Senior Deputy City Attorney Date

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____


Deputy

Addresses:

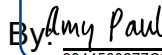
CITY:
City of Fresno
Attention: Dalton Bennett
Project Administrator
2600 Fresno St, Suite 3065
Fresno, CA 93721
Phone: (559) 621-8039
E-mail: Dalton.Bennett@fresno.gov

Attachments:

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

DUDEK,
DocuSigned by:
By:  7/5/2023
61A12CB5F28F42F...
Joseph Monaco
Name: _____

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

DocuSigned by:
By:  7/5/2023
3944560277C3450...
Amy Paul
Name: _____

Title: General Counsel & Corporate Secretary
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:

Number: _____

Name: _____

Date of Issuance: _____

CONSULTANT:
Dudek
Attention: Rose Newberry
Project Manager
605 NE 21st Avenue, Suite 200
Portland, OR 97232
Phone: (971) 930-1715
E-mail: rnewberry@dudek.com

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City) and Dudek (Consultant)

Climate Adaptation Plan and Environment Justice

See attached Exhibit A - Scope of work

SCHEDULE OF FEES AND EXPENSES

See attached Exhibit D – Table 1: Budget and Table 2: Schedule

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and Dudek ("CONSULTANT")

Climate Adaptation and Environmental Justice Planning

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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 OR SELF-INSURED RETENTIONS

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

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

If the Professional 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 policies 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.

VERIFICATION OF COVERAGE

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

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 shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.

EXHIBIT C**DISCLOSURE OF CONFLICT OF INTEREST**Climate Adaptation and Environmental Justice Planning

		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: _____
 Currently we have an as needed contract
 with the County of Fresno

☐ Additional page(s) attached.

DocuSigned by:

Joseph Monaco

Signature

7/5/2023

Date

Joseph Monaco

(Name)

Dudek

(Company)

605 Third Street

(Address)

Encinitas, CA 92024

(City, State Zip)

ATTACHMENT 1

STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS FOR CONSULTANT SERVICES TO PROVIDE CLIMATE ADAPTATION AND ENVIRONMENTAL JUSTICE PLANNING SERVICES

BID FILE NO. 12302445

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

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

☒ **ACCEPT**

☐ **DO NOT ACCEPT**

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

DocuSigned by:

Joseph Monaco

7/5/2023

Signature of Authorized Person

Joseph Monaco

Type or Print Name of Authorized Person

Task 1. Project Management

Task 1.1: Project Launch and Administration

At the City's direction, the Dudek team will participate in a virtual project kickoff meeting with City staff and agency partners to accomplish the following:

- Meet the key team members, clarify roles, and verify that team members have a common understanding of the project and overall approach to the work program and deliverables.
- Discuss and refine our scope of work and schedule, including our community engagement framework and strategy.
- Collect data and establish protocols for communication and data transfer throughout the work effort.
- Work collaboratively to discuss potential project pitfalls and issues and to identify upfront strategies to address those issues.
- Share aspirations and establish relationships that will last through the life of the project.

Following the meeting, Dudek will send a kickoff meeting summary along with a data needs request. Dudek will set up recurring bi-weekly 30-minute check-in meetings with City staff and up to two Dudek staff. This scope assumes an 18-month schedule, and therefore up to 72 hours of meeting time. Dudek and the City will work collaboratively to discuss project management software and document sharing.

Deliverables

- Kickoff meeting agenda, attendance, meeting summary and data needs request.
- Collaborative project management and document sharing set up
- Bi-weekly check in meetings through the life of the project, up to 72 hours of check in meeting time.

Assumptions

- City staff will provide a list of City staff, their contact information, and their role on the project
- City staff will respond to data needs request.

Task 1.2: Critical Path Schedule

Dudek will provide a critical path schedule updated monthly. This will include data transfers, City review periods, public outreach, and Dudek deliverables.

Deliverables

- Project schedule updated monthly, if needed

Task 1.3: Invoicing

Dudek will provide The City with monthly billing invoices including progress reports, billings to date, and amount invoiced this period.

Deliverables

- Monthly invoicing including progress report

Task 2. Public Outreach¹

Task 2.1 Community Workshops

Dudek will prepare materials for workshops (posters, presentation decks), as well as prepare/distribute relevant materials to advertise workshops. Dudek will assist with scheduling and coordinating logistics for workshops. One Dudek staff member and one Excel staff member will attend all three in-person workshops. Dudek can present at workshops (should the City decide that is most appropriate), and/or provide logistics support (set up tables/chairs, welcome attendees, distribute surveys, etc.) during workshops. Dudek will coordinate translation and interpretation services in Spanish, Punjabi, and Hmong. Excel will provide live translation and interpretation services.

Deliverables

- Materials for three in person workshops
- Attendance at three in person workshops

Role of City Staff

- Identify appropriate locations for workshops
- Attend events and answer non-technical questions

Assumptions

- One Dudek and one Excel staff member will attend

Task 2.2 Tabling Events

Dudek will determine appropriate tabling events for outreach. Dudek will schedule and coordinate logistics for tabling events and ensure appropriate materials/staff are available. One Dudek staff member and one Excel staff member will attend each event. Dudek will coordinate translation and interpretation services in Spanish, Punjabi, and Hmong. Excel will provide live translation and interpretation services.

Deliverables

¹ Dudek is reserving \$46,470 in budget for use by Community-Based Organizations pertaining to outreach activities related to the scope and purpose of this project, likely as a part of Tasks 2.1 and 2.2. Dudek will work with the City to ensure that contracting and services meet the needs of City staff and community. Should the City decide that these funds would be better used elsewhere on this project, these funds may be available as contingency.

- Materials for six tabling events

Role of City Staff

- None

Assumptions

- One Dudek and one Excel staff member will attend

Task 2.3 Public Presentations

Dudek will work with City staff to coordinate presentations to relevant Boards/Chambers. Dudek assumes presentations will be needed for two (2) Planning Commission Meetings and two (2) City Council Meetings. It is assumed that in-person attendance will be utilized for two of these meetings, and virtual attendance will be utilized for the remaining two meetings. Beyond the allotted Planning Commission and City Council meeting presentations, Dudek will prepare slides for Fresno staff to present.

Deliverables

- Materials and talking points for five presentations
- Presentation at 2 Planning Commission Meetings (1 in-person, 1 virtual) and 2 City Council Meetings (1 in-person, 1 virtual)

Role of City Staff

- Presentations to relevant boards and commissions

Assumptions

- Dudek staff in-person attendance for 2 meetings (1 Planning Commission and 1 City Council)
- Dudek staff virtual attendance for 2 meetings (1 Planning Commission and 1 City Council)
- No Dudek or Excel staff attendance for any other presentations

Task 2.4 Marketing Materials Generation

Dudek's in-house creative team will create customized presentation materials, handouts (stickers, etc.), graphics, and social media content. Dudek will ensure that all materials are available in multiple languages to maximize engagement with underrepresented groups. Dudek can provide guidance regarding material distribution and advertising.

Deliverables

- Array of social media posts suitable for multiple platforms
- Stickers, informational handouts, QR codes for surveys

Role of City Staff

- Distribute materials when tabling, attending meetings, and at other relevant locations.
- Provide with guidance and logins for social media posting

Task 2.5 Surveys

Dudek will design two surveys: one preliminary, short survey for tabling events, and one in-depth survey for workshops. Survey results will be analyzed and communicated to the City. QR codes for surveys will be included on materials. Results will be used to inform future outreach and engagement efforts, as well as CAP/EJ project development/implementation. Dudek will coordinate translation services in Spanish, Punjabi, and Hmong. Excel will provide translation services.

Deliverables

- Two surveys in English with one round of consolidated comments (two drafts)
- One final survey in English, Spanish, Punjabi, and Hmong

Role of City Staff

- Prepare consolidated review (two rounds) from relevant staff

Assumptions

- The survey will be completed online any paper surveys will be inputted by the City or CBO partner under their scope and budget,

Task 3. Vulnerability Assessment

Task 3.1 Climate Adaptation

TASK 3.1.1: RISK IDENTIFICATION

Dudek will perform a risk assessment in accordance with the guidance outlined in the California Adaptation Planning Guide and the 2017 General Plan Guidelines. This will include gathering data on primary climate change impacts from CalAdapt, California's Fourth Climate Change Assessment Regional Report, and CalFire. For extreme heat and air pollution, Dudek will utilize data from the Urban Forestry Master Plan. This data will be supplemented by information from City staff and public engagement, Dudek will assess each impact on four key elements: magnitude, timing, spatial extent, and level of certainty of impact.

Deliverables

- Maps in Adobe Illustrator and ArcGIS shapefiles

Role of City Staff

- GIS shapefiles of City Council district boundaries, and other local spatial data as available

Assumptions

- Dudek will analyze air pollution, extreme heat, wildfire, and flooding

TASK 3.1.2: SENSITIVE POPULATIONS

Dudek will identify sensitive populations as defined by SB 1000. Dudek will use CalEnviroScreen to identify vulnerable Census Tracts and the specific community stressors those communities face. This will include an

analysis of pollution burdens and community characteristics that predispose the community to disproportionate climate change impacts. Dudek will focus on the existing air quality, health impacts, and linguistic isolation. Additionally, Dudek will use the Healthy Places Index to identify other vulnerabilities, such as access to automobiles and tree cover to provide a full assessment of the communities and their specific vulnerabilities to climate change. This will include findings that summarize the conditions for each council district.

Deliverables

- Maps in Adobe Illustrator and ArcGIS shapefiles

Role of City Staff

- None

Assumptions

- None

TASK 3.1.3: COMMUNITY INFRASTRUCTURE

Dudek will work with City staff to generate a list of emergency response facilities, critical facilities, and non-critical public infrastructure. Dudek will assess how an asset is used in the four phases of hazard planning (mitigation, preparation, response, and recovery) and if the asset is located in an area or faces difficulty in performing its essential functions.

Deliverables

- Maps in Adobe Illustrator and ArcGIS shapefiles

Role of City Staff

- Provide community facilities (such as fire stations, police stations, hospitals, schools, etc.) in shapefiles or other spatial data file format, or a list in Microsoft Excel with addresses.

Assumptions

- None

TASK 3.1.4: FINDINGS

Dudek will utilize the hazard and population data to generate a vulnerability assessment. For each hazard Dudek will explain the hazard risk, sensitive populations, and community infrastructure and potential threats and opportunities for each council district, or other appropriate geographical unit. Dudek will prepare maps for each hazard at the council district scale, or other appropriate geographical unit, illustrating these risks.

Deliverables

- Vulnerability Assessment, including maps from Tasks 3.1.1 through 3.1.3 in Microsoft Word (up to three drafts)
- Responses to two rounds of consolidated comments from City and Agency Staff
- Document sharing portal as needed

Role of City Staff

- Prepare consolidated review (two rounds) from relevant staff

Assumptions

- Two rounds of consolidated comments
- The chosen geographic unit will not exceed 15 areas total

Task 3.2 Environmental Justice

TASK 3.2.1: EXISTING CONDITIONS

Dudek will map and analyze each SB 1000 pillar of environmental justice (EJ) including pollution², community facilities,³ food access, safe and sanitary homes, and physical activity. Each council district (or other appropriate geographical unit) map will include Census Tracts scoring above 75% along side the “data for consideration” listed in the 2020 OPR Environmental Justice Element Guidelines as available. Dudek will summarize the existing conditions for each council district (or other appropriate geographical unit), supplemented by public outreach data.

Deliverables

- Maps in Adobe Illustrator and ArcGIS shapefiles

Role of City Staff

- Provide a list of grocery stores, community gardens, and other fresh food assets in Microsoft Excel with addresses.
- GIS shapefiles of parks, public facilities, and any active transportation data available.

Assumptions

- None

TASK 3.2.2: SENSITIVE POPULATIONS

Dudek will build upon Task 3.1.2 and explore how the sensitive populations in each council district (or other appropriate geographical unit) may be especially vulnerable to certain issues given the physical condition described in Task 3.2.1. For example, the compounding effects of communities with low access to automobiles and limited food options within safe walking or biking distance.

Deliverables

- Maps in Adobe Illustrator and ArcGIS shapefiles

Role of City Staff

- None

Assumptions

- None

² Air Pollution will also be included in the Task 3.1.1, and will be integrated into this report

³ This will be partially addressed in Task 3.1.1 and expanded here

TASK 3.1.3: FINDINGS

Dudek will utilize the existing conditions and sensitive populations data to create an EJ Element Background Report. For each SB 1000 pillar, Dudek will explain the role of the built environment, population characteristics, and compound health risks. Dudek will identify key gaps and opportunities.

Deliverables

- Environmental Justice Background Report, including maps from Tasks 3.1.1 through 3.1.3 in Microsoft Word (up to three drafts)
- Responses to two rounds of consolidated comments from City and Agency Staff
- Document sharing portal as needed

Role of City Staff

- Prepare consolidated review (two rounds) from relevant staff

Assumptions

- Up to two rounds of review

Task 4. Capability Assessment

Task 4.1: Plan Review

Dudek will create an AirTable database that will be used to categorize each policy from the following existing planning documents: General Plan, Housing Element, Fresno County Multi-Jurisdictional Hazard Mitigation Plan, The Fulton Corridor Specific Plan, Southwest Fresno Specific Plan, Central SE Specific Plan, South Central Specific Plan, and The Downtown Neighborhoods Community Plan.

. This database will include the following:

- **policy text**, the text of the policy as written in the plan
- **plan**, the plan the policy lives in
- **hazards**, relevant climate hazards the policy addresses (as applicable)
- **phase of hazard planning**, mitigation, preparation, response, or recovery (as applicable).
- **geographies**, specific locations or zones mentioned in a policy such as “downtown”, “disadvantaged” “communities”, “flood hazard areas”, etc. (as applicable_
- **environmental justice components**, the SB 1000 pillar the policy relates to (as applicable).
- **policy tools**, the permit or process that will enforce or trigger the policy

Dudek will prepare a summary statistics and include a narrative in Task 4.3.

Deliverables

- Completed policy tool in AirTable with one round of City comments
- Final policy tool assessment in Microsoft Excel
- Plan summary statics

Role of City Staff

- Provide GIS data for each geographic boundary used in policy
- Provide the relevant plans in Microsoft Word, with policies compiled into a list or table as possible
- Provide one round of City review

Assumptions

- Dudek will review the current General Plan, Climate Action Plan, Housing Element, Multi-Jurisdictional Hazard Mitigation Plan, The Fulton Corridor Specific Plan, Southwest Fresno Specific Plan, Central SE Specific Plan, South Central Specific Plan, and The Downtown Neighborhoods Community Plan

Task 4.2: Staff and Agency Interviews

Dudek will conduct up to 20 staff and partner agency virtual interviews. Dudek will schedule these meetings, and prepare interview questions based on previous tasks and our professional experience. The purpose of these interviews will be to assess how well existing plans and programs are working and consider opportunities to pursue in the CAP and EJ Element. These interviews will also include questions around how disadvantaged or otherwise marginalized communities are included in City processes. Dudek will summarize these results for inclusion in the capability assessment.

Deliverables

- Staff and partner agency agendas and notes for up to 20 interviews

Role of City Staff

- Provide list of relevant staff and agency comments

Assumptions

- Staff and partner agency interviews will last up to 1 hour

Task 4.3: Capability Assessment and Findings

Dudek will prepare a Capability Assessment, which is a summary of findings from the above tasks that include how well each SB 1000 pillar is addressed. The Capability Assessment will include two sections: (1) Climate Considerations and (2) Environmental Justice.

The Climate Considerations portion will weigh the weight of the risk, sensitivity, and capacity to each hazard. For each hazard, Dudek will outline the key opportunities and threats, and how these may vary between council districts (or other appropriate geographical unit). Dudek will prepare a community capability matrix for each council district (or other appropriate geographical unit) that plot the risk as illustrated in the vulnerability assessment and the community capacity. This will provide a ranking of each hazard (urgent, important, or marginal) for each council district or other appropriate geographical unit.

The EJ portion findings will give weight to the prevalence and sensitivity to each EJ pillar. For each EJ pillar, Dudek will outline the key opportunities and threats, and how these may vary between geographies. Dudek will prepare a

community capability matrix for each geographical unit that plot the risk as illustrated in the vulnerability assessment and the community capacity. This will provide a ranking of each pillar (urgent, important, or marginal) for each geographical unit. This EJ portion of the Capability Assessment will serve as a foundation for Task 6, EJ Element.

Deliverables

- Capability Assessment in Microsoft Word (up to three drafts)
- Responses to two rounds of consolidated comments from City and Agency Staff

Role of City Staff

- Prepare consolidated review from relevant staff

Assumptions

- Up to two rounds of consolidated City review

Task 5. Climate Adaptation Plan

Task 5.1: Climate Adaptation/Resiliency Goals and Objectives

Dudek will utilize the data gathered in previous tasks to generate a set of goals that meet the needs of the community and are based in the findings of previous tasks. Dudek will provide details on how these goals were generated from public feedback. From these goals, Dudek will create measurable objectives.

Deliverables

- Goals and Objectives in AirTable (up to two drafts)
- Responses to one round of consolidated comments from City and Agency Staff
- Document sharing portal as needed

Role of City Staff

- Prepare consolidated review (one round) from relevant staff

Assumptions

- One rounds of consolidated comments

Task 5.2: Climate Adaptation/Resiliency Policies

Dudek will generate adaptation and resiliency implementation strategies with the following components:

- **Relevant hazards:** a list of all the climate change hazards a policy will address
- **Priority communities:** places where this implementation strategy should be solely implemented or prioritized. These geographic boundaries will match those identified in Task 3
- **Responsible party:** the City department responsible for implementation

- **Planning tools:** which City processes will implement the policy (e.g, municipal code changes affecting new development, retrofit programs, city facilities upgrades).
- **Target metrics:** measures illustrating success and how they can be measured (e.g. number buildings with cool roofs, existing buildings with retrofits, energy use City-wide) These measures will be within the City's control and measured by the City
- **Future tracking:** changes to policy or the physical or legislative environment that should be periodically reviewed to evaluate the continued relevance of a strategy (e.g. California Building Code, number of extreme heat days)
- **Cost:** ordinal ranking of anticipated cost to the City and or residents
- **Timeline:** ordinal ranking of when strategies should be implemented

Deliverables

- Goals and Objectives in AirTable and Microsoft Excel (up to two drafts)
- Responses to one round of consolidated comments from City and Agency Staff
- Document sharing portal as needed

Role of City Staff

- Prepare consolidated review (one round) from relevant staff

Assumptions

- One round of consolidated comments

Task 5.3: Climate Adaptation Monitoring Strategy

Dudek will create an Adaptation Monitoring Plan for each relevant City department. This will include a Microsoft Excel Sheet with each datapoint that department is tracking, the relevant policies, as well as instructions on how to measure and track each strategy in the Excel sheet. This will be informed by how often the relevant data is updated and which planning processes each policy informs. Dudek will work with each department to customize this strategy.

Deliverables

- Monitoring strategies for (e.g. Economic Development, Planning and Development, Public Utilities, and Public Works, and the Emergency Preparedness Office)
- Responses to one round of consolidated comments from City and Agency Staff
- Document sharing portal as needed

Role of City Staff

- Provide Dudek with a list of relevant data that the department already tracks
- Prepare consolidated review (one round) from relevant staff

Assumptions

- One round of consolidated comments

Task 5.4: Public and Final Drafts

Dudek will use the above tasks to create a draft Climate Adaptation Plan. Dudek will work with the City's graphic designer to generate a style guide for the Plan. Dudek will provide one InDesign template for review and a Final Climate Adaptation Plan.

Deliverables

- Draft Climate Adaptation Plan in Microsoft Word (up to two drafts)
- Draft Climate Adaptation Plan InDesign template and logo
- Responses to two rounds of consolidated comments
- Final Climate Adaptation Plan in InDesign

Role of City Staff

- Prepare style guide

Assumptions

- Up to two rounds of consolidated review

Task 6: EJ Element

Task 6.1: EJ Goals and Objectives

Dudek will create goals and objectives based on the work in previous tasks. For each goal, Dudek will identify the most relevant General Plan Element for its inclusion. Dudek will note where these goals are likely applicable City wide, and where there is a specific EJ consideration. This will help City staff in its iconography of the full General Plan and clearly identifying the EJ related policies and integration.

Task 6.2: EJ Policy Menu

Dudek will generate EJ policies strategies with the following components:

- **Relevant EJ Pillars:** a list of all the EJ pillars the policy will address
- **Priority communities:** places where this implementation strategy should be solely implemented or prioritized. These geographic boundaries will match those identified in Task 3
- **Responsible party:** the City department responsible for implementation
- **Planning tools:** which City processes will implement the policy (e.g, municipal code changes affecting new development, retrofit programs, city facilities upgrades).
- **Target metrics:** measures illustrating success and how they can be measured (e.g. number buildings with cool roofs, existing buildings with retrofits, energy use City-wide) These measures will be within the City's control and measured by the City
- **Future tracking:** changes to policy or the physical or legislative environment that should be periodically reviewed to evaluate the continued relevance of a strategy (e.g. California Building Code, number of extreme heat days)

- **Cost:** ordinal ranking of anticipated cost the City and or residents
- **Timeline:** ordinal ranking of when strategies should be implemented

Task 6.3: EJ Background Report

Dudek will use the above tasks to create a draft EJ background report. Dudek will work with the City's graphic designer to generate a style guide for the Plan. Dudek will provide one InDesign template for review and a Final EJ Background Report.

Deliverables

- Draft EJ Background Report in Microsoft Word (up to two drafts)
- Draft EJ Background Report InDesign template and logo
- Responses to two rounds of consolidated comments
- Final EJ Background Report in InDesign

Role of City Staff

- Prepare style guide

Assumptions

- Up to two rounds of consolidated review

Task 7: Climate Action Assessment

Dudek will assess the 2021 CAP, and prepare a memorandum outlining any necessary updates to the CAP to remain CEQA qualified after the Housing and Land Use Elements are updated. Dudek will outline the legal requirements and calculations required to remain CEQA qualified.

Deliverables

- Climate Action Assessment Memorandum

Role of City Staff

- Provide CAP land use assumptions and anticipated changes

Assumptions

- The City intends on remaining CAP qualified until 2030
- Dudek staff will provide a high-level assessment and provide no calculations

EXHIBIT D



P223449 (Climate Adaptation & Environmental Just) - May 23
DUDEK FEE ESTIMATE
05/15/2023

Dudek Labor Hours and Rates																	Subconsultant Fees for written materials, tabling events, and workshops.			
Project Team Role:		Specialist V	Specialist I	Analyst II	Analyst I	Specialist III	Senior Specialist III	Technical Editor II	Project Director/Environmental	Specialist II	Specialist I	Creative Services III	Creative Services IV	Creative Services II	Publications Specialist II	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Excel	OTHER DIRECT COSTS	TOTAL FEE
Team Member:		Rose Newberry	Henry Eckold	Grant Sles	Ryan Trelstad	Abby Beissinger	Elena Nuno	Wertheimer-Roberts	Jane Gray	Maryse Suppiger	Madelyn Murray	Karen Castaneda	Raoul Ranoa	Ben DiAnna	Publications Specialist II			Fee		
Billable Rate:		\$185.00	\$145.00	\$105.00	\$95.00	\$165.00	\$225.00	\$135.00	\$265.00	\$155.00	\$145.00	\$150.00	\$165.00	\$135.00	\$105.00					
Task 1	Project Management															264	\$43,080.00			\$43,080.00
1.1	Project Launch and Administration	120	144													88	\$14,200.00			\$14,200.00
1.2	Critical Path Schedule	36	52													44	\$7,100.00			\$7,100.00
1.3	Invoicing	18	26													396	\$64,380.00			\$64,380.00
	Subtotal Task 1	174	222																	
Task 2	Public Outreach																			
2.1	Community Workshops								20	88	20	16	16	20	8	188	\$30,420.00	\$13,800.00		\$44,220.00
2.2	Tabling Events								20	68	68	24	8	20	8	216	\$34,160.00			\$34,160.00
2.3	Public Presentations	10							16	22	22	10				80	\$14,190.00		\$1,840.00	\$16,030.00
2.4	Marketing Materials Generation								8	12	12	36	16	62	8	154	\$22,970.00			\$22,970.00
2.5	Surveys								16	20	24					60	\$10,820.00			\$10,820.00
	Subtotal Task 2	10							80	210	146	86	40	102	24	698	\$112,560.00		\$1,840.00	\$128,200.00
Task 3	Vulnerability Assessment																			
3.1	Climate Adaptation																			
3.1.1	Risk Identification	8	24		36	8										76	\$9,700.00			\$9,700.00
3.1.2	Sensitive Populations	8	24		34	8										74	\$9,510.00			\$9,510.00
3.1.3	Community Infrastructure	8	16		20	18										62	\$8,670.00			\$8,670.00
3.1.4	Findings	8	14		20	8										50	\$6,730.00			\$6,730.00
3.2	Environmental Justice																			
3.2.1	Existing Conditions	8	18	34		8										68	\$8,980.00			\$8,980.00
3.2.2	Sensitive Populations	8	18	36		8										70	\$9,190.00			\$9,190.00
3.2.3	Findings	8	16	30												54	\$6,950.00			\$6,950.00
	Subtotal Task 3	56	130	100	110	58										454	\$59,730.00			\$59,730.00
Task 4	Capability Assessment																			
4.1	Plan Review	40	80	100	120											340	\$40,900.00			\$40,900.00
4.2	Staff and Agency Interviews	40	120	40	40											240	\$32,800.00			\$32,800.00
4.3	Capability Assessment and Findings	30	40	80	80											230	\$27,350.00			\$27,350.00
	Subtotal Task 4	110	240	220	240											810	\$101,050.00			\$101,050.00
Task 5	Climate Adaptation Plan																			
5.1	Climate Adaptation/Resiliency Goals and Objectives	20	80	100	100											300	\$35,300.00			\$35,300.00
5.2	Climate Adaptation/Resiliency Policies	20	80	100	100											300	\$35,300.00			\$35,300.00
5.3	Climate Adaptation Monitoring Strategy	40	100	40	40											220	\$29,900.00			\$29,900.00
5.4	Public and Final Drafts	20	20	40	40			100				100				320	\$43,100.00			\$43,100.00
	Subtotal Task 5	100	280	280	280			100				100				1140	\$143,600.00			\$143,600.00
Task 6	EJ Element																			
6.1	EJ Goals and Objectives	16	40	90	20	8										174	\$21,430.00			\$21,430.00
6.2	EJ Policy Menu	16	60	140	20	8										244	\$29,580.00			\$29,580.00
6.3	EJ Background Report	40	60	80	20	8		80				80				368	\$50,520.00			\$50,520.00
	Subtotal Task 6	72	160	310	60	24		80				80				786	\$101,530.00			\$101,530.00
Task 7	Climate Action Assessment						20	4								24	\$5,040.00			\$5,040.00
	Total Hours	522	1032	910	690	82	20	184	80	210	146	266	40	102	24	4308				
	Total	\$96,570.00	\$149,640.00	\$95,550.00	\$65,550.00	\$13,530.00	\$4,500.00	\$24,840.00	\$21,200.00	\$32,550.00	\$21,170.00	\$39,900.00	\$6,600.00	\$13,770.00	\$2,520.00		\$587,890.00	\$13,800.00	\$1,840.00	\$603,530.00
	Percent of Hours (Base)	12%	24%	21%	16%	2%	0%	4%	2%	9%	3%	6%	1%	2%	1%					

EXHIBIT D

DUDEK

Subconsultant Costs				
Task	Sub. Name	Description of Services	Hours	Cost
2.1 - Community Workshops	Excel	Translation services for written materials, tabling events, and workshops.	0	\$13,800.00

Hotel Costs					
Task	Item Description	Number of Rooms	Number of Nights	Hotel Rate	Cost
2.3 - Public Presentations	Hotel	2	2	\$172.50	\$690.00

Per Diem Costs					
Task	Item Description	Number of People	Number of Days	Per Diem Rate	Cost
2.3 - Public Presentations	Per Diem	2	2	\$51.75	\$207.00

Other Direct Costs				
Task	Item Description	Number of Units	Unit Cost	Cost
2.3 - Public Presentations	Flight	2	\$299.00	\$598.00
2.3 - Public Presentations	Rental Car	2	\$172.50	\$345.00

EXHIBIT E

Schedule							
Task	Subtask	Subtask 2	Title	Start Date	End Date	Total Days	Total Weeks
1	Project Management			7/1/2023	12/31/2024	549	78
	1.1	Project Launch and Administration		7/1/2023	12/31/2024	549	78
	1.2	Critical Path Schedule		7/1/2023	7/15/2023	14	2
	1.3	Invoicing		7/1/2023	12/31/2024	549	78
2	Public Outreach			7/1/2023	5/1/2024	305	44
						0	0
						0	0
						0	0
3	Vulnerability Assessment			7/1/2023	2/1/2024	215	31
	3.1	Climate Adaptation		7/1/2023	2/1/2024	215	31
		3.1.1	Risk Identification	7/1/2023	9/15/2023	76	11
		3.1.2	Sensitive Populations	7/1/2023	12/1/2023	153	22
		3.1.3	Community Infrastructure	7/1/2023	12/15/2023	167	24
		3.1.4	Findings	12/1/2023	2/1/2024	62	9
	3.2	Environmental Justice		7/1/2023	2/1/2024	215	31
		3.2.1	Existing Conditions	7/1/2023	9/15/2023	76	11
		3.2.2	Sensitive Populations	7/1/2023	12/1/2023	153	22
		3.2.3	Findings	12/1/2023	2/1/2024	62	9
4	Capability Assesment			7/15/2023	2/1/2024	201	29
	4.1	Plan Review		7/15/2023	9/30/2023	77	11
	4.2	Staff and Agency Interviews		9/15/2023	12/15/2023	91	13
	4.3	Environmental Justice Findings		12/15/2023	2/1/2024	48	7
5	Climate Adaptation Plan			2/1/2024	12/31/2024	334	48
	5.1	Climate Adaptation /Resiliency Goals and Objectives		2/1/2024	5/15/2024	104	15
	5.2	Climate Adaptation/Resiliency Policies and Strategies		3/1/2024	6/1/2024	92	13
	5.3	Climate Adaptation Monitoring Strategy		6/1/2024	7/1/2024	30	4
	5.4	Public and Final Drafts		6/1/2024	12/31/2024	213	30
6	EJ Element			2/1/2024	12/31/2024	334	48
	6.1	EJ Goals and Objectives		2/1/2024	5/15/2024	104	15
	6.2	EJ Policy Menu		3/1/2024	6/1/2024	92	13
	6.3	EJ Background Report		3/1/2024	12/31/2024	305	44

Secretary's Certificate

The undersigned, Amy M. Paul, hereby certifies that she is the duly elected and acting Secretary of Dudek, a California corporation (the "Company"), and that, as such, she is duly authorized to execute and deliver this Secretary's Certificate on behalf of the Company. She hereby further certifies on behalf of the Company that:

Each of the persons named below is a duly elected, qualified and acting officer of the Company holding the office or offices set forth opposite his or her name, and each of the persons named below is authorized to execute and deliver on behalf of the Company, each document to which it is a party and all other agreements, documents and certificates to be delivered by the Company pursuant thereto.

Name

Joe Monaco
Eric Wilson
Robert Ohlund
Amy Paul
Emily Hart
Brian Nordmann

Office

President and Chief Executive Officer
Executive Vice President, Environmental
Vice President, Engineering
Secretary/General Counsel
Assistant Secretary/Marketing Director
Chief Information Officer

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company as of this 3rd day of January 2023.

DUDEK



By: _____
Amy M. Paul
Secretary