AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the 15th day of November 2018, by and between the CITY OF FRESNO, a California municipal corporation (CITY), and LSA Associates, Inc., a California Corporation (CONSULTANT).

RECITALS

WHEREAS, CITY desires to obtain professional environmental consulting services for the General Plan Environmental Impact Report Update (Project); and

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

WHEREAS, 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 (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 June 30, 2020, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of $484,044 (Four Hundred Eighty-Four Thousand and Forty-Four Dollars) and a contingency amount not to exceed $15,800 (Fifteen Thousand Eight Hundred Dollars) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Administrator . Such fee includes all expenses incurred by CONSULTANT in performance of the services.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business.

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

4. Termination, Remedies, and Force Majeure.

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

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

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

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

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

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

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold

harmless and defend CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

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

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

CITY OF FRESNO,
a California municipal corporation

By: _____
[Name],
[Title]

APPROVED AS TO FORM:
City Attorney's Office

By: _____
[Name] Date Brandon M. Collet
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, CMC MMC
City Clerk

By: _____
Date
Deputy

LSA Associates, Inc,
California Corporation

By: _____

Name: Rob McCann

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

By: _____

Name: Nicole Dubois

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

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

Addresses:

CITY:
City of Fresno
Attention: Jennifer Clark
Director, DARM
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8001
FAX: (559) 488-1020

CONSULTANT:
LSA Associates, Inc.
Attention: Kyle Simpson,
Project Manager
7086 North Maple Ave
Fresno, CA 93720
Phone: (559) 490-1212

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

EXHIBIT A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (City)
and LSA Associates, Inc. (Consultant)
General Plan Environmental Impact Report Update

See attached scope

EXHIBIT A: SCOPE OF WORK AND SCHEDULE

The scope of work for preparation of the EIR is detailed below. An outline of the work program is presented in Table 1, the proposed schedule is included in Table 2 and the cost estimate is shown in Table 3.

TASK 1. PROJECT INITIATION

Task 1.1. Technical Advisory Committee

City staff and LSA will coordinate to establish a technical advisory committee (TAC) of key City staff to serve as subject matter experts throughout the duration of the project.

Task 1.2. Kick-off Meeting

LSA will meet with City staff and the TAC to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort. During this meeting, LSA will:

- Will lead a discussion regarding overall project administration, communications, invoicing procedures, and general protocols.
- Confirm the proposed scope of work and expectations for use of any previously prepared technical materials or other background materials that may be available for the site;
- Discuss the significance criteria for each topic to be addressed in the EIR.
- Gather relevant information and data if there is information LSA has not yet received;
- Discuss the City's desired approach to involving the TAC during preparation of the EIR and review of the administrative and screencheck drafts; and
- Discuss the City's desired schedule for the review process. Project planning, coordination and schedule, including establishing target

Table 1: Work Program Outline

Task 1.	**Project Initiation**
1.1	Technical Advisory Committee Formation
1.2	Kick-Off Meeting
1.3	Data Collection/Document Review
1.4	Notice of Preparation
Task 2.	**Project Description**
Task 3.	**Administrative Draft EIR**
3.1	Aesthetics
3.2	Agriculture and Forestry Resources
3.3	Air Quality
3.4	Biological Resources
3.5	Cultural Resources
3.6	Geology and Soils
3.7	Greenhouse Gas Emissions
3.8	Hazards and Hazardous Materials
3.9	Hydrology and Water Quality
3.10	Land Use and Planning
3.11	Mineral Resources
3.12	Noise
3.13	Population and Housing
3.14	Public Services and Recreation
3.15	Transportation and Traffic
3.16	Tribal Cultural Resources
3.17	Utilities and Service Systems
3.18	Energy Conservation
3.19	Alternatives Analysis
3.20	CEQA-Required Assessment Conclusions
3.21	Other Chapters
Task 4.	**Greenhouse Gas Reduction Plan Update**
4.1	Provide an Evidence Based 2020 Reduction Target
4.2	SB 32 Alignment of the GHG Reduction Plan
4.3	Monitoring Tools Update
4.4	Draft GHG Reduction Plan Update
Task 5.	**Screencheck Draft EIR**
Task 6.	**Public Review Draft EIR**
Task 7.	**Administrative Final EIR/Response to Comments**
7.1	Administrative Final EIR/Response to Comments
7.2	Mitigation Monitoring and Reporting Program
Task 8.	**Screencheck Final EIR/Response to Comments**
Task 9.	**Final EIR/Response to Comments**
Task 10.	**CEQA Findings and Statement of Overriding Considerations**
Task 11.	**Project Management Meeting**

dates for issuance of the Notice of Preparation, Scoping Meeting and release of the Draft EIR. Scheduling of staff review periods through the duration of the process and determination of review format, i.e. track changes in word, google docs, separate memoranda, or other option.

Following the Kick-off Meeting, LSA will provide a summary memorandum to the City.

Deliverable:

- Kick-off Meeting Summary Memorandum, MS Word format and PDF format

Task 1.3. Data Collection/Document Review

LSA will review existing environmental documents, regulations and plans. These include, but are not limited to the documents that have been adopted since 2014. Following review of the relevant documents, LSA will provide a summary memorandum to the City.

Deliverable:

- Document Review Summary Memorandum, MS Word format and PDF format

Task 1.4. Notice of Preparation

LSA will prepare a Notice of Preparation (NOP) in accordance with the requirements of the California Environmental Quality Act (CEQA). LSA will participate in a public EIR scoping meeting. LSA will develop materials for these meetings, including handouts which may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the EIR. It is assumed that LSA will make a short presentation at the scoping meeting that outlines the project's environmental review requirements and process. Following the 30-day comment period on the NOP, LSA will review all comments, recommend any needed changes to the proposed scope of work, and ensure that all submitted concerns are adequately covered by the EIR. LSA will organize all comments received on the NOP into a comment matrix, and will provide responses to each comment.

Deliverables:

- Draft NOP, MS Word format and PDF format
- Final NOP, MS Word format, MS Word format and PDF format
- State Clearinghouse submittal: 15 printed copies
- Scoping Meeting PowerPoint Presentation, PowerPoint format
- Scoping Comments Matrix and Responses, MS Word format and PDF format

TASK 2. PROJECT DESCRIPTION

LSA will prepare a project description that details the purpose, phasing and physical elements of the proposed project. The project description will include a map showing the location and boundaries of the City and a general description of the project's technical and environmental characteristics. LSA will work closely with the City to ensure that the project description provides a level of detail appropriate for the Program EIR. As a part of the project description, LSA will work with the City to prepare a list of project objectives consistent with the City's goals for the project.

The project description will also include a statement briefly describing the intended uses of the EIR, including a list of agencies expected to use the EIR, a list of permits and other approvals required to implement the project and a list of related environmental review and consultation steps required by federal, State or local laws, regulations and policies. LSA will submit a draft of the project description to the City and TAC for review and acceptance before the LSA team begins conducting any impact analyses.

Deliverables:

- Draft Project Description, MS Word format and PDF format
- Final Project Description, MS Word format and PDF format

TASK 3. ADMINISTRATIVE DRAFT EIR

LSA will prepare an Administrative Draft EIR (ADEIR) that will cover the environmental topics described below. LSA will expect two rounds of review of the ADEIR. The setting section for each topic will describe the current conditions within the City, which form the baseline for the analysis. Each impact analysis will evaluate the potential environmental effects resulting from build out of the General Plan in combination with the recently-adopted plans and recent projects. A set of feasible mitigation measures (as well as the residual impacts or effects of each measure) will be identified. The program-level analysis will address buildout of the General Plan and would identify perspective mitigation measures to reduce impacts, where applicable.

Each topical section will also include a discussion of cumulative impacts. The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other projects that are under-construction, approved, or reasonably foreseeable. The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation. The EIR will cover the topics identified in Table 1. The following identified environmental topics that will include detailed technical analysis:

Air Quality. The MEIR concluded that development associated with implementation of the proposed General Plan could increase pollutant concentrations in Fresno through increased vehicle trips and other activities associated with buildout of the General Plan. Utilizing data provided in the MEIR and following the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI), LSA will provide an update to the existing air quality conditions and potential air quality impacts resulting from implementation of the General Plan. LSA will conduct the analysis based on the MEIR analysis and will incorporate the findings of the specific plans and plan amendments that have been approved.

Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the California Emissions Estimator Model (CalEEMod) based on the previous analysis assumptions and will incorporate the findings from the previous environmental documentation from the specific plans and General Plan Amendments.

Implementation of the General Plan would generate new vehicular trips within the region. Criteria pollutant emissions associated with long-term operations from vehicle miles traveled (VMT) will be updated using a spreadsheet model specifically designed for the project that uses emission factors

established by the ARB. LSA will provide an updated analysis of the General Plan's consistency with adopted plans, including the SJVAPCD's Clean Air Plan, to determine if the General Plan is consistent with efforts to improve air quality with the San Joaquin Valley.

LSA will also provide an update to the stationary sources of emissions within the City previously identified in the MEIR. LSA will conduct a health risk assessment (HRA) for up to eight freeway segments within the City using the air dispersion model AERMOD. Based on the findings of the analysis, and incorporating health risk levels identified for freeways in the Downtown Neighborhoods Community Plan, LSA will create a pollutant exposure map that graphically identifies buffer zones around freeways and stationary pollutant sources of emissions. The purpose of this graphic will be to identify areas of the City where future analysis may be required if sensitive land uses are proposed within potential pollutant zones. LSA will also review and update (if necessary) the previously identified measures intended to reduce significant health risk impacts associated with industrial land uses within the City. LSA will provide updated recommendations for best practices in site design and pollutant reduction strategies associated with industrial development.

If necessary, LSA will identify practical mitigation measures or new General Plan policies to address any significant project or cumulative air quality impacts. Mitigation measures designed to reduce the future implementation project's short-term construction and long-term air quality impacts will be identified. Mitigation measures established by the SJVAPCD for dust suppression will also be identified to reduce construction impacts. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

Biological Resources. LSA will prepare the biological resources section of the Program EIR. The section will be based primarily on the existing environmental setting and impact analysis reflected in the 2014 MEIR. Based on a review of the MEIR, LSA anticipates that the primary updates will be required for the environmental setting, and that field evaluations will not be necessary. LSA will review the general plan amendments and specific plans that have been approved since the adoption of the City's 2014 General Plan, as well as City-provided GIS layers and graphics relevant to biological resources (e.g., vegetation mapping), to identify areas where updated documentation or analysis is needed. As part of this task, LSA will also review the California Natural Diversity Database, California Native Plant Society Inventory of Rare and Endangered Plants, and U.S. Fish and Wildlife Service Information for Planning and Consultation (IPaC) on-line database to obtain current information regarding biological resources within the City's planning area. LSA will prepare the biological resources section of the EIR. The MEIR will be the primary source of information used to establish the resource and regulatory settings, and LSA will update these sections to be consistent with the City's planning decisions subsequent to the 2014 MEIR and the current special-status species lists. LSA will also update the existing vegetation communities mapping to reflect any recent land use changes using the existing GIS data provided by the City. The impact analysis and proposed mitigation from the MEIR will be revised, as needed, based on the updated resource, regulatory, and land use changes.

Cultural Resources. LSA will review the existing General Plan and General Plan amendments, City-provided GIS layers and graphics, Specific Plans, and other planning and environmental documents to complete an analysis of existing conditions for cultural resources. As part of the background review, LSA will review the cultural resources sections of the 2014 Master EIR to identify areas of

non-compliance with CEQA, required information updates, and areas where new analysis or documentation is needed. The City will provide LSA with the findings of a records search at the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System to identify cultural resources within the General Plan area that have been identified and recorded since the May 2012 records search was conducted for purposes of the 2014 Master EIR. LSA will contact the Native American Heritage Commission (NAHC) in Sacramento to request a review of their Sacred Lands File (SLF) to determine if the General Plan area contains any cultural resources or areas of Native American concern that have been identified since 2012.

LSA will prepare the cultural resources and tribal cultural resources sections of the Program EIR based on the updated records search and NAHC SLF search. The impact analyses will describe potential impacts of the General Plan on cultural resources, and mitigation measures will be included, as needed, to avoid potential impacts or reduce impacts to less than significant. The mitigation measures adopted in the Specific Plans and General Plan amendments approved since 2014 will be included in the EIR.

Geology and Soils. LSA will prepare the Geology and Soils section of the EIR with the assistance of Krazan & Associtates. The Geology and Soils section will be developed from a review of available geologic literature and information from public databases, previous geologic and geotechnical investigations by others (if available), and professional experience. The EIR section will address the objectives described above and include: an evaluation of existing conditions will include a description of the existing topography and surface conditions within the City; identification of the subsurface conditions; information regarding the potential for soil erosion or other conditions of soil instability; identification of known major faults in the region and within the City; and identification of other potential geologic hazards including, but not limited, to flooding, seiches, tsunamis, and slope stability. In addition, a summary of applicable policies pertaining to grading, excavation, and related activities, including those set forth by the City of Fresno. Krazan & Associates will update the Geological Hazards Investigation to assist LSA with the impact analysis.

Greenhouse Gas Emissions. The Greenhouse Gas Emissions section of the EIR will discuss, from a multi-disciplinary perspective, the long-term use of resources associated with General Plan development, and will synthesize emission data from the environmental documentation of the City's Specific Plans and General Plan Amendments. According to Section 15183.5 of the State's CEQA Guidelines, a jurisdiction is allowed to analyze and mitigate the significant effects of greenhouse gas emissions at a programmatic level by adopting a plan for the reduction of greenhouse gas emissions. The GHG Plan meets the CEQA Guidelines' requirements for a Qualified Greenhouse Gas Reduction Strategy.

LSA will summarize up-to-date information related to global climate change, along with the climate/meteorological conditions in the project vicinity, and the State, regional, and local setting. LSA will provide an updated regulatory framework for global climate change which will identify applicable federal, State, and SJVAPCD policies, regulations, and programs related to the reduction of greenhouse gas emissions. Using data developed in the Greenhouse Gas Reduction Plan Update, LSA will provide a technical analysis evaluating the General Plan greenhouse gas impacts related energy consumption, water and wastewater generation, VMT, and other sources of greenhouse gas

emissions. LSA will identify, where necessary, practical GHG Reduction Policies or mitigation measures to address any significant project or cumulative impacts and to ensure consistency with the City's GHG Plan and State GHG reduction targets. Mitigation may be drafted as General Plan implementation policies and could include sustainable development practices and design measures such as transportation demand management measures, site disturbance reduction measures, energy conservation measures and renewable energy sources, solid waste reduction measures, sustainable solid waste management practices, and water conservation and efficiency measures.

Hazards and Hazardous Materials. Krazan & Associates will prepare the Hazards and Hazardous Materials section of the EIR. The analysis will include an evaluation of historical and existing conditions that includes the potential hazards associated with past and current uses in the City. A summary of the existing regulatory setting relating to hazards and hazardous materials will be included. The impact analysis will include an evaluation of the potential hazards and the potential use, storage, and disposal of hazardous materials associated with buildout of the General Plan.

Hydrology and Water Quality. Krazan & Associates will prepare the Hydrology and Water Quality section of the EIR. The Hydrology and Water Quality section will be based on information from public databases as well as any relevant technical reports or environmental applications that have already been prepared for the project, such as geotechnical/soils or drainage reports. The EIR section will include and evaluation of existing conditions, summary of the existing condition environmental setting with respect to climate/hydrology, runoff patterns, existing stormwater infrastructure, and surface water quality. In addition, a summary of the existing regulatory setting relating to hydrology and water quality will be included. The impact analysis will include:

- A summary of required/recommended project design features to mitigate any potential impacts (e.g., detention facilities, storm drain system upgrades, or other stormwater Best Management Practices [BMPs]).

- A summary of potential hydrology and water quality impacts, including how buildout of the General Plan would affect the quantity and quality of stormwater runoff; a description of any associated impacts on the local stormwater system with respect to flood control; and a discussion of any potential groundwater impacts.

Noise. The majority of data contained in the 2014 MEIR would be applicable to the updated EIR. To prepare the Noise section of the EIR, LSA will provide any applicable updates to the noise and vibration analysis to reflect the environmental analysis conducted for the specific plans and General Plan amendments. The analysis will include updated noise contours using the latest traffic data prepared for the EIR. LSA will evaluate noise impacts from project-related and cumulative vehicular trips, using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). Model input data will include average daily traffic levels, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future Day-Night Average Noise Level (Ldn) along selected roadway and highway segments by project phase will be provided in a table format to show the relationship between vehicle-related noise and distance from the roadway. As warranted, LSA will review the previously identified mitigation measures and General Plan policies to insure they address any significant project or cumulative

noise impacts. LSA will identify any additional measures designed to reduce interior and exterior noise levels to meet applicable standards if necessary. Measures may be designed as General Plan policies, if warranted. Any measures required to reduce the project's short-term construction and/or long-term noise impacts to acceptable levels will also be identified. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

Transportation and Traffic. LSA Mobility staff will meet with the City and TAC to coordinate on key issues including, correlation of the Land Use and Circulation Elements; Goals, Policies and Implementation that may affect mobility system performance; state of traffic forecasting in the region, including sensitivity of VMT forecasts over the service population and region; level of service goals expressed in the Circulation Element and General Plan consistency CEQA analysis in the traffic study; and other study area and land use/trip generation items. LSA's goal is to create an analysis framework that respects the General Plan vision, provides flexibility for the City to implement that vision and produce a legally defensible document to protect the City into the future. Once consensus is established over the methodology, LSA will collect traffic counts, land use allocations, socioeconomic data, and capital projects in a data collection phase. During this phase, LSA will also engage the City to identify factors related to the Active Transportation Plan and other regional plans that may affect vehicle trip generation within the City and its sphere.

An existing setting will be established that describes the modal service in the study area. Vehicular travel will be documented based on traffic volume, level of service and VMT. Transit service may be described in terms of service saturation, headways and High Quality Transit nodes and routes. Active Transportation may be described in terms of cycling lane/system coverage, Census data on cycling activity, sidewalk coverage, and any analysis conducted as part of the Active Transportation Plan. Aviation may be addressed based on carriers and Million Annual Passenger (MAP) figures.

The City had previously utilized the Fresno Citywide Travel Demand Model prepared by Fehr & Peers for developing long range forecasts. The Fresno Council of Government's San Joaquin Valley Model Improvement Plan, Phase 2 (Fresno COG VMIP 2) travel demand model is the currently adopted model for the region and includes more up to date socio-economic data (SED) for the model base and future year scenarios. Since, the Fresno COG VMIP 2 is a much larger model covering the entire Fresno County, the traffic analysis zones (TAZs) are expected to be larger than the City's model. Therefore, LSA will use the TAZ structure in the City's model to disaggregate the TAZs in the Fresno COG VMIP 2 model for all TAZs within the City. Additionally, LSA will work with City staff to verify that existing land uses within the City are appropriately included in each of the TAZs in the base year model. The base year model will be utilized to develop VMT under existing setting. LSA will also verify whether the future year model includes all the General Plan amendments to land use and circulation elements since the 2014 General Plan was adopted. This includes the eight documents included in the RFP as well as any other capital improvement plans or development projects that have been recently included. This information will be utilized to update the TAZ socio-economic data for applicable TAZs within the City. LSA will run the updated base and future model year scenarios to develop LOS results for the City's circulation system. LSA will use the model outputs to disclose the future conditions of the current General Plan.

LSA will conduct a CEQA level analysis of system performance starting with the question of General Plan consistency. Given the size of the City and sphere and the robust vehicular circulation system and the constrained budget for the EIR, LSA recommends a roadway segment LOS analysis to document roadway

needs and necessary right of way reservations to implement the Circulation Element in light of the Land Use Element updates. The study area for this analysis will be discussed with the City staff and will be commensurate with the budgetary constraints of the overall work effort.

LSA will also document the changes in VMT per capita associated with the General Plan update. LSA will work with the City to define region – whether it be the entire County or possibly the San Joaquin Valley Air Basin. LSA will link the overall total VMT change to the change in population in the General Plan. LSA will work with the City to define a General Plan level threshold to determine impact significance. The OPR/Natural Resource Agency provides guidance on discrete residential, office and retail land uses, but is silent on General Plan level analyses. The identification of thresholds is strategic and LSA will have that strategic planning session with the City to achieve a flexible and defensible analysis.

LSA will use the City and region Capital Improvement Program and the RTP Constrained List to identify capital projects as mitigation measures. LSA will review the Goals, Policies and Objectives within the proposed General Plan and call out those activities that could offset any impacts from a programmatic level. LSA will conclude with a statement of finding regarding General Plan consistency, correlation between the Land Use and Circulation Elements and levels of significance after mitigation.

Utilities and Service Systems. MKN & Associates (MKN) will review the Fresno Metropolitan Water Resources Management Plan, the Urban Water Management Plan, the Wastewater Collection System Master Plan, the Wastewater Treatment Master Plan, the Recycled Water Master Plan and the Fresno Metropolitan Flood Control District (FMFCD) Services Plan.

MKN will review the land uses, analysis criteria, and assumptions used as the basis of the water demand estimates, sewer loads, recycled water demands and storm water runoff flows. The review will include the capacity and system/treatment improvements required to serve the projected land uses in the updated General Plan SOI. If new deficiencies are identified, MKN will determine additional improvements required to adequately serve the updated GP, and provide recommendations to the City's hydraulic modeling consultant to validate the identified improvements. If needed, MKN will meet with the City or outside agencies to review the additional system deficiencies identified and review the recommended additional improvements with the City for approval. After identification of necessary improvements MKN will prepare budgetary cost estimates for the proposed projects along with implementation timelines. The final utility infrastructure improvements required to serve the updated GP will be summarized in a stand-alone report that can be used by LSA for incorporation into the EIR or referenced as an attachment to the EIR. LSA will prepare the Utilities and Service Systems section of the EIR, and MKN will review the section for conformance with the technical reports.

Energy Conservation. Based upon energy consumption estimates provided in CalEEMod, LSA will predict natural gas, electrical demand, and fuels (gasoline and diesel) needed for buildout of the General Plan. LSA will include this information in the CEQA Guidelines Appendix F Energy Consumption Worksheet for use in the EIR analysis of energy for the proposed project. This section will summarize energy use, State measures that reduce energy consumption or increase renewable energy sources available to the proposed project, and project-initiated reduction measures related to energy efficiency or renewable energy that reduce energy consumption and/or reduce GHG

emissions associated with energy. The final energy analysis report will be provided as an appendix to the EIR substantiating the summaries within the energy conservation section of the EIR.

Alternatives Analysis. The LSA team will identify and evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project Alternative. According to the CEQA Guidelines, alternatives can be evaluated in less detail than the project, and the discussion for each issue topic will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. A summary table will be included in this section that identifies the level of significance of each environmental topic for each alternative as compared to implementation of the proposed project. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

CEQA-Required Assessment Conclusions. LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including: 1) Growth-inducing impacts; 2) Significant irreversible environmental changes; 3) Unavoidable significant environmental impacts; and 4) Effects found not to be significant.

Other Chapters. In addition to the sections described above, the EIR would include an introduction chapter, an Executive Summary, a detailed project Description, a list of persons and organizations contacted, a bibliography, and technical appendices.

LSA will submit one digital version (in MS Word and PDF formats) of the Administrative EIR for City review.

Deliverables:

- First Administrative Draft EIR, MS Word format and PDF format
- Second Administrative Draft EIR, MS Word format and PDF format

TASK 4. GREENHOUSE GAS REDUCTION PLAN UPDATE

As part of the General Plan EIR update, LSA will update the City of Fresno Greenhouse Gas (GHG) Reduction Plan to comply with current State regulations including Senate Bill 32 (SB 32), which has a Statewide goal of reducing emissions 40 percent below 1990 levels by 2030.

Background

The 2035 General Plan Update included a GHG Reduction Plan. The GHG Reduction Plan is considered a "Qualified Plan," using the criteria found in CEQA Guidelines §15183.5 that describe plan requirements that will mitigate cumulative levels of GHG emissions within the City to a less than significant levels of impacts and allow development project tiering from the GHG Reduction Plan. The design of the GHG Reduction Plan is to be self-mitigating. Reduction targets and a set of reduction measures designed to achieve the reduction target is the central focus of how the GHG Reduction Plan mitigated GHG emissions within the City to a less than significant level of impacts. The GHG Reduction Plan has a reduction target to reduce GHG emissions Citywide by 21.7 percent below 2020 business as usual (BAU), levels of emissions and includes a suite of reduction measures designed to achieve the reduction target. In addition, the GHG Reduction Plan has a monitoring

program designed to monitor progress by annually documenting 19 key indicators and Citywide vehicle miles traveled (VMT) every three years.

Since adoption of the GHG Reduction Plan in December of 2014, several events within the California Legislature and a decision of the California Supreme Court have taken place that affects the GHG Reduction Plan. These events include the California Supreme Court's published decision on the Newhall Ranch Specific Plan, Governor Brown signing into law SB 32, and the California adoption of the 2017 Climate Change Scoping.

On November 30, 2015 the California Supreme Court published its decision on the Newhall Ranch Specific Plan invalidating the Environmental Impact Report (EIR) for a variety of reasons including the use of 29 percent below BAU as a threshold level of GHG emissions. In this case the Court found that the EIR did not contain any evidence supporting the threshold. This Court decision has implications on the GHG Reduction Plan because it uses a BAU reduction target without providing any supporting evidence that 21.7 percent below 2020 BAU would result in less than significant levels of emissions within the City of Fresno.

On September 28, 2016 Governor Brown signed SB 32 into law. SB 32 sets a statewide goal of reducing GHG emissions 40 percent below 1990 levels by 2030. The California Air Resources Board (ARB) was directed to develop a climate change scoping plan update that would provide the regulations and policies to achieve the 2030 reduction target. On December 14, 2017 the ARB finalized "California's 2017 Climate Change Scoping Plan," providing quantitative summaries of the regulation needed to achieve the 2030 reduction target. LSA can use this information to update the City of Fresno GHG Reduction Plan with a 2030 reduction target and 2030 forecasts of GHG reductions within the City resulting from State regulations.

GHG Reduction Plan Update

This scope of work is designed to update the GHG Reduction Plan in a business friendly way that encourages economic growth and keeps the City economically competitive while achieving GHG reductions and maintaining the "CEQA Qualified Plan" status. The following outlines the tasks involved in providing these services:

Task 4.1. Provide an Evidence Based 2020 Reduction Target

To address the mandates of the California Supreme Court in its decision regarding the use of BAU reduction targets and thresholds, LSA will review the evidence available to support the current reduction target of 21.7 percent below per capita 2020 BAU levels of GHG emissions. LSA will also provide a mass emission and per capita efficiency reduction targets that have withstood legal challenge. Finally, LSA will make recommendations on providing evidence and/or updates in order to have a defensible 2020 reduction target within the GHG Reduction Plan update.

Deliverable:

- GHG Reduction Target Memorandum, MS Word format and PDF Format

Task 4.2. SB 32 Alignment of the GHG Reduction Plan

LSA will provide updates to the GHG Reduction Plan that align with SB 32 and utilize information within the 2017 Climate Change Scoping Plan in the development of reductions anticipated from State regulations and an SB 32 aligned reduction target. This task is divided into thefour sub-tasks needed to achieve these goals as follows:

Task 4.2.1. Greenhouse Gas Emissions 2030 Forecasts

The GHG Reduction Plan currently has forecasts for years 2020, 2035, 2050, and 2057. LSA will use these existing forecasts to provide a 2030 forecast of emissions. This will be done through interpolation of the 2020 and 2035 forecasts. LSA will then calculate 2030 reductions achieved through State regulations as outlined in the 2017 Climate Change Scoping Plan.

Task 4.2.2. Greenhouse Gas Emissions 2030 Reduction Targets

LSA will provide recommended 2030 reduction targets that align with SB 32 based upon the findings in Task 4.1 and recommendations found in the 2017 Climate Change Scoping Plan. LSA will then provide a gap analysis between the reduced 2030 GHG emissions forecasts associated with State regulations and the 2030 Reduction Target. Candidate strategies will focus on "filling the gap."

Task 4.2.3. Identify Reduction Strategies

In order to develop comprehensive and effective updates and refinements to the GHG reduction strategies for 2030, LSA will conduct a detailed policy analysis. LSA will compile all relevant existing actions including reduction measures needed to achieve the 2020 reduction target, General Plan policies and local programs. LSA will identify barriers to sustainable development within General Plan and municipal building and zoning codes. Such barriers may include General Plan requirements (e.g., land use densities), zoning, solar panel installation, and building codes. For each existing action, we will also include a brief timeline for implementation. Using this information LSA will develop reduction strategies for consideration. The final gap analysis and update and refinement of the reduction strategies will be presented in a memorandum.

Deliverable:

- GHG Reduction Strategies Memorandum, MS Word format and PDF Format

Task 4.2.4. Final Reduction Strategies Update

Based upon City staff comments, the updated reduction strategies will be finalized and quantified for inclusion into the Updated GHG Reduction Plan.

Task 4.3. Monitoring Tools Update

Currently, the GHG Reduction Plan shows 19 key indicator metrics in Table 14 that must be monitored and reported on an annual basis. In addition, Table 14 also requires that Citywide vehicle miles traveled (VMT) must be calculated every three years and compared with the VMT reductions anticipated in the GHG Reduction Plan. The amount of data that needs to be gathered for the current monitoring strategy is complex and cumbersome. To streamline this process LSA proposes

to prepare a monitoring checklist tool and an annual report template in MS Word format that the City can use to fulfill the annual monitoring and reporting commitments of the GHG Reduction Plan.

LSA will develop a monitoring checklist tool in MS Excel format that will simply the data gathering and ensure monitoring of progress of the GHG Reduction Plan. LSA will also provide an annual reporting template in MS Word format. LSA will provide the monitoring checklist tool and annual reporting template for review and comment by City staff. Based upon City staff comments, LSA will revise and provide the final monitoring checklist tool and annual reporting template for use by City staff.

Task 4.4. Draft GHG Reduction Plan Update

LSA will update the GHG Reduction Plan using the information obtained in Tasks 4.1 through 4.3. The GHG Reduction Plan update will follow the same format as the current GHG Reduction Plan as follows:

Chapter 1: Introduction will provide the purpose and goals of the plan, relationship with the General Plan, and organization of the plan, reduction targets and CEQA streamlining using the plan.

Chapter 2: Background, will summarize the City of Fresno demographics and economic forecasts, climate change, the effects of climate change in Fresno, and regional, State, and federal actions addressing climate change.

Chapter 3: Emissions Inventory and BAU Forecasts will summarize the inventory and forecasts, including the 2030 forecasts.

Chapter 4: Reductions from State Regulations will summarize the reduced 2020 and 2030 emission forecasts resulting from State regulations as outline in the 2017 Climate Change Scoping Plan.

Chapter 5: City of Fresno GHG Reduction Strategy will summarize the reduction measures including the updates and refinements developed in Task 4.2.2 and Task 4.2.3 needed to achieve the reduction targets.

Chapter 6: Development Project Requirements will outline the development review process used to ensure that development projects are consistent with the GHG Reduction Plan Update.

Chapter 7: Monitoring and Reporting will outline the key monitoring indicators, the monitoring checklist tool and the annual reporting template used to report progress of the GHG Reduction Plan.

Chapter 8: Glossary of Terms

Chapter 9: References

LSA will provide the Administrative Draft GHG Reduction Plan Update to City staff in Microsoft Word format for review and comments.

LSA will review the City comments on the Administrative Draft GHG Reduction Plan. A meeting and/or conference call may be held with City staff to go over the comments and edits needed for publication of the Draft GHG Reduction Plan Update.

Deliverables:

- Administrative Draft GHG Reduction Plan, MS Word format and PDF format
- Draft GHG Reduction Plan, MS Word format and PDF format (for inclusion as attachment to Public Review Draft EIR)

TASK 5. SCREENCHECK DRAFT EIR

Based on the comments received from City staff and the TAC, LSA will amend the second ADEIR and prepare a Screencheck Draft to be reviewed two times by City staff. One digital version (Word and PDF formats) of the Screencheck Draft will be provided. A PDF compare version in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. LSA will also provide one printed copy of each Screencheck Draft EIR to the City to review.

Deliverables:

- First Screencheck Draft EIR, MS Word format and PDF format
- Second Screencheck Draft EIR, MS Word and PDF Format, one (1) printed copy

TASK 6.PUBLIC REVIEW DRAFT EIR

LSA will amend the Screencheck Draft EIR. LSA will produce a total of 40 copies of the Public Review Draft EIR. Digital versions will also be prepared in PDF formats and will be distributed to the City for website posting. All appendix materials will be provided on a compact disk (CD) to be attached to the inside back cover of the bound Draft EIR copies.

LSA will prepare the notices required for distribution of the Public Review Draft EIR. Prior to publication of the Public Review Draft EIR, LSA will prepare the Notice of Availability (NOA) and Notice of Completion (NOC). LSA will be responsible for publishing the Draft EIR with the State Clearinghouse with the NOC, and distribution of the NOA for publication in a local newspaper. LSA will be responsible for publishing the NOA is a local newspaper following coordination with the City.

Deliverables:

- Public Review Draft EIR, MS Word format and PDF format, forty (40) printed copies (technical appendices to be included on CD attached to inside back cover of each printed copy)
- State Clearinghouse submittal: fifteen (15) printed copies of executive summary and fifteen (15) CDs of entire document
- Notice of Completion, PDF Format
- Draft Notice of Availability, MS Word format and PDF format
- Final Notice of Availability, MS Word format PDF format

TASK 7. ADMINISTRATIVE FINAL EIR/RESPONSE TO COMMENTS

Task 7.1. Administrative Final EIR/Response to Comments

The LSA team will formulate responses to written comments on the Draft EIR, including review period comments received from the public and agencies. The Administrative Draft Response to Comment Document will include: 1) a list of persons, organizations, and public agencies commenting on the Draft EIR; 2) copies of written comments received; 3) responses to environmental comments raised in the review process; and 4) any necessary text, table or figure changes as an Errata to the Draft EIR. LSA will discuss the best approach to the responses document with the City following the close of the comment period. LSA will attend at least two in-person all-day working sessions with City staff to address response to comments.

Our budget estimate shows the level of professional effort assumed for this task (see Task 7 in Table 3). Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget (and/or use of contingency funds) to cover work beyond the assumed level would be needed. LSA will submit one digital version (in MS Word and PDF formats) of the Administrative Final EIR for City review.

Deliverables:

- First Administrative Final EIR/Response to Comments, MS Word format and PDF format
- Second Administrative Final EIR/Response to Comments, MS Word format and PDF format

Task 7.2. Mitigation Monitoring and Reporting Program

LSA will also prepare a Mitigation Monitoring and Reporting Program (MMRP) which will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. Monitoring will be dovetailed with existing processes of project development and review.

Deliverables:

- Administrative Draft MMRP, MS Word Format and PDF format
- Final MMRP, MS Word format and PDF format

TASK 8. SCREENCHECK FINAL EIR/RESPONSE TO COMMENTS

After review by City staff and transmittal of suggested revisions, LSA will amend the Administrative Final EIR and prepare a Screencheck version for final review by City staff. One digital version (Word and PDF formats) of the Screencheck Draft will be provided. A PDF compare version in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made. LSA will also provide one printed copy of each Screencheck Draft Final EIR to the City to review.

Deliverables:

- First Screencheck Final EIR/Response to Comments, MS Word format and PDF format

- Second Screencheck Final EIR/Response to Comments, MS Word format and PDF format, one (1) printed copy

TASK 9. FINAL EIR/RESPONSE TO COMMENTS

Upon completion of the Final EIR, LSA will distribute to the public and commenting agencies a minimum of 10 days prior to any public hearings on the Final EIR. LSA will also provide any additional reference materials in PDF format and update the Administrative Record as needed. Upon project approval and certification of the Final EIR, LSA will prepare a Notice of Determination (NOD) for filing and distribution by the City. LSA will produce a total of 40 copies of the Final EIR. Digital versions will also be prepared in PDF formats and will be distributed to the City for website posting. All appendix materials will be provided on a compact disk (CD) to be attached to the inside back cover of the bound Final EIR copies.

Deliverables:

- Final EIR/Response to Comments, MS Word format and PDF format, forty (40) printed copies
- Notice of Determination, MS Word format and PDF format

TASK 10. CEQA FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

LSA will prepare the CEQA Findings of Fact and Statement of Overriding Considerations (SOC), if required. The draft Findings and SOC will be finalized by City Counsel.

Deliverables:

- Draft CEQA Findings of Fact and Statement of Overriding Considerations, MS Word format

TASK 11. PROJECT MANAGEMENT AND MEETINGS

Ashley Davis and Kyle Simpson will undertake a variety of general project management tasks throughout the process of preparing the EIR and presenting it to decision-makers. Ms. Davis will provide input on scope, budget, and scheduling of the project, and quality assurance for all work products. She will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents. She will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project.

Mr. Simpson will be in charge of day-to-day activities associated with the project. Project management tasks include regular client contact; oversight of subconsultants and team members; schedule coordination; contract negotiation and management; and development of products. As Project Manager, Mr. Simpson will attend all meetings and maintain a project schedule. He will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally-consistent, coherent document.

Ms. Davis, Mr. Simpson, and LSA staff, as appropriate, will be available to meet with the project team to gather information, review progress, discuss project alternatives, review preliminary

findings, discuss staff comments, and offer input into any discussions on project modifications. The proposed cost estimate includes attendance by both Ms. Davis and Mr. Simpson at the project start-up meeting and the NOP scoping meeting(s) as detailed under Task 1. In addition, LSA has budgeted (under this task) for attendance at up to four in-person or teleconference team meetings, the agendas and issues to be determined. In addition, Ms. Davis and/or Mr. Simpson will attend one Planning Commission Hearing, and two City Council Hearings. Additional meetings can be added to the scope as additional services, and an estimated cost for attendance is included, and the cost to attend each meeting is include in Table 3, Cost Estimate.

SCHEDULE

The work schedule for preparation and completion of the EIR is attached as Table 2. LSA expects that this schedule could be adjusted to meet the environmental review objectives of the City.

COST ESTIMATE

For completion of the proposed scope of services set forth in this scope of work, LSA has provided a cost estimate in the form of a spreadsheet that details tasks by assigned personnel (see Table 3 attached). LSA has also included a contingency amount of $15,800, which would not be used without written authorization from the City. The estimated cost of the LSA team's labor and direct expenses, including the contingency, is $499,844.

DELIVERABLES

The following is a complete list of deliverables that will be prepared and submitted to the City thorough the duration of the project.

- Kick-off Meeting Summary Memorandum, MS Word format and PDF format
- Document Review Summary Memorandum, MS Word format and PDF format
- Draft NOP, MS Word format and PDF format
- Final NOP, MS Word format, MS Word format and PDF format
- State Clearinghouse submittal: 15 printed copies
- Scoping Meeting PowerPoint Presentation, PowerPoint format
- Scoping Comments Matrix and Responses, MS Word format and PDF format
- Draft Project Description, MS Word format and PDF format
- Final Project Description, MS Word format and PDF format
- First Administrative Draft EIR, MS Word format and PDF format
- Second Administrative Draft EIR, MS Word format and PDF format
- GHG Reduction Target Memorandum, MS Word format and PDF Format
- GHG Reduction Strategies Memorandum, MS Word format and PDF Format
- Administrative Draft GHG Reduction Plan, MS Word format and PDF format

- Draft GHG Reduction Plan, MS Word format and PDF format (for inclusion as attachment to Public Review Draft EIR)
- First Screencheck Draft EIR, MS Word format and PDF format
- Second Screencheck Draft EIR, MS Word and PDF Format, one (1) printed copy
- Public Review Draft EIR, MS Word format and PDF format, forty (40) printed copies (technical appendices to be included on CD attached to inside back cover of each printed copy)
- State Clearinghouse submittal: fifteen (15) printed copies of executive summary and fifteen (15) CD of entire document
- Notice of Completion, PDF Format
- Draft Notice of Availability, MS Word format and PDF format
- Final Notice of Availability, MS Word format PDF format
- First Administrative Final EIR/Response to Comments, MS Word format and PDF format
- Second Administrative Final EIR/Response to Comments, MS Word format and PDF format
- Administrative Draft MMRP, MS Word Format and PDF format
- Final MMRP, MS Word format and PDF format
- First Screencheck Final EIR/Response to Comments, MS Word format and PDF format
- Second Screencheck Final EIR/Response to Comments, MS Word format and PDF format, one (1) printed copy
- Final EIR/Response to Comments, MS Word format and PDF format, forty (40) printed copies
- Notice of Determination, MS Word format and PDF format
- Draft CEQA Findings of Fact and Statement of Overriding Considerations, MS Word format

LSA

Table 2: EIR Work Schedule

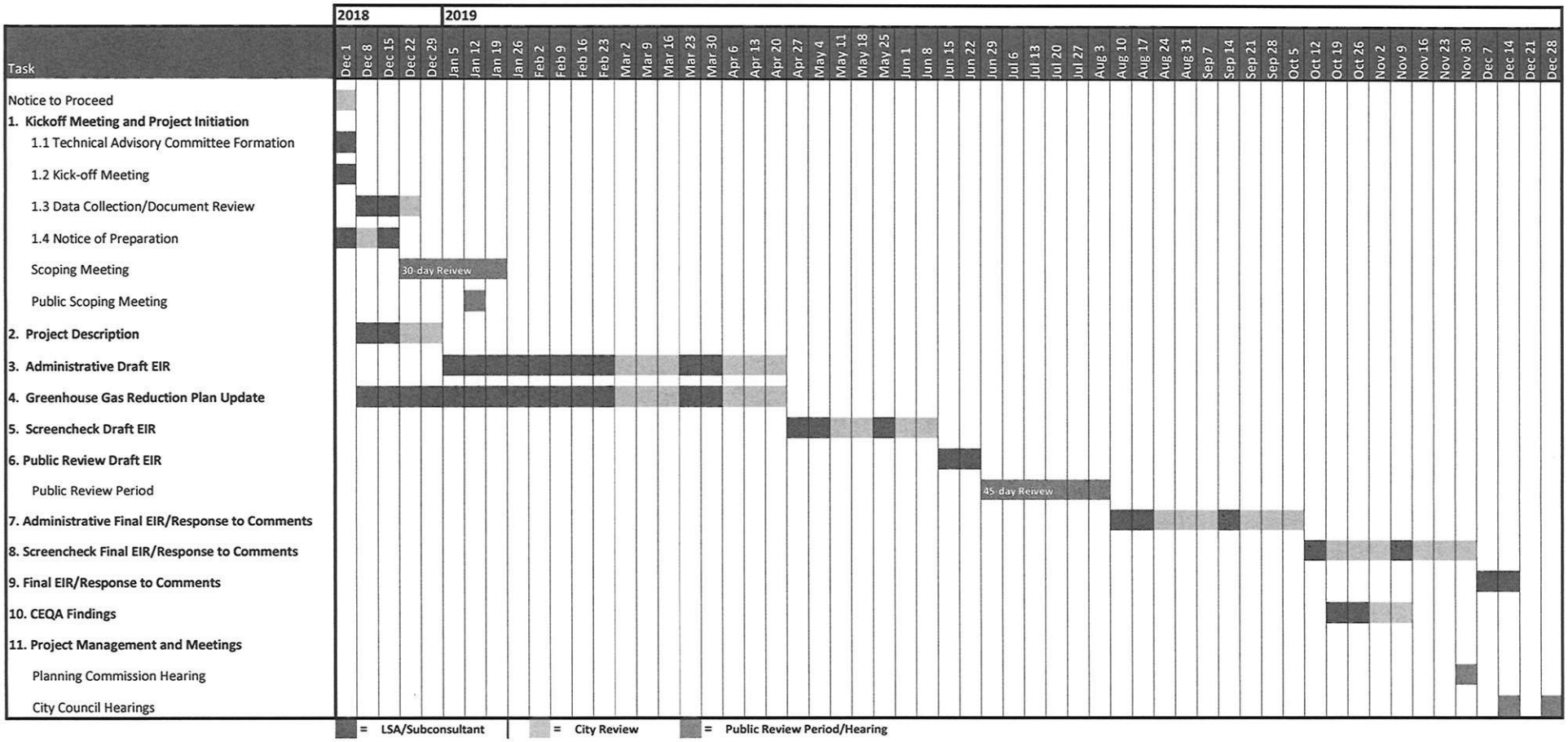

Table 3: Cost Estimate

LABOR COSTS	LSA Associates	MKN & Associates	Krazan & Associates	Team Total
Task 1. Project Initiation				
1.1 Technical Advisory Committee	$550	$0	$0	$550
1.2 Kick-off Meeting	$3,600	$0	$0	$3,600
1.3 Data Collection/Document Review	$3,520	$0	$0	$3,520
1.4 Notice of Preparation	$7,360	$0	$0	$7,360
Subtotal for Task 1	$15,030	$0	$0	$15,030
Task 2. Project Description				
Subtotal for Task 2	$5,780	$0	$0	$5,780
Task 3. Administrative Draft EIR				
3.1 Aesthetics	$3,670	$0	$0	$3,670
3.2 Agriculture and Forestry Resources	$3,210	$0	$0	$3,210
3.3 Air Quality	$17,460	$0	$0	$17,460
3.4 Biological Resources	$19,260	$0	$0	$19,260
3.5 Cultural Resources	$12,690	$0	$0	$12,690
3.6 Geology and Soils	$3,420	$0	$29,600	$33,020
3.7 Greenhouse Gas Emissions	$17,580	$0	$0	$17,580
3.8 Hazards and Hazardous Materials	$2,790	$0	$14,895	$17,685
3.9 Hydrology and Water Quality	$2,790	$0	$14,895	$17,685
3.10 Land Use and Planning	$5,990	$0	$0	$5,990
3.11 Mineral Resources	$3,190	$0	$0	$3,190
3.12 Noise	$5,930	$0	$0	$5,930
3.13 Population and Housing	$3,770	$0	$0	$3,770
3.14 Public Services and Recreation	$2,990	$0	$0	$2,990
3.15 Transportation and Traffic	$79,970	$0	$0	$79,970
3.16 Tribal Cultural Resources	$1,620	$0	$0	$1,620
3.17 Utilities and Service Systems	$3,740	$36,324	$0	$40,064
3.18 Energy Conservation	$8,240	$0	$0	$8,240
3.19 Alternatives Analysis	$4,520	$0	$0	$4,520
3.20 CEQA-Required Assessment Conclusions	$2,450	$0	$0	$2,450
3.21 Other Chapters	$5,000	$0	$0	$5,000
Subtotal for Task 3	$210,280	$36,324	$59,390	$305,994
Task 4. Greenhouse Gas Reduction Plan Update				
4.1 Provide an Evidence Based 2020 Reduction Target	$4,410	$0	$0	$4,410
4.2 SB 32 Alignment of the GHG Reduction Plan	$28,040	$0	$0	$28,040
4.2.1 Greenhouse Gas Emissions 2030 Forecasts	$6,000	$0	$0	$6,000
4.2.2 Greenhouse Gas Emissions 2030 Reduction Targets	$2,320	$0	$0	$2,320
4.2.3 Identify Reduction Strategies	$13,390	$0	$0	$13,390
4.2.4 Final Reduction Strategies Update	$6,330	$0	$0	$6,330
4.3 Monitoring Tools Update	$7,350	$0	$0	$7,350
4.4 Draft GHG Reduction Plan Update	$11,550	$0	$0	$11,550
Subtotal for Task 4	$51,350	$0	$0	$51,350
Task 5. Screencheck Draft EIR				
Subtotal for Task 5	$14,340	$0	$0	$14,340
Task 6. Public Review Draft EIR				
Subtotal for Task 6	$7,080	$0	$0	$7,080
Task 7. Administrative Final EIR/Response to Comments				
7.1 Administrative Final EIR/Response to Comments	$17,880	$3,140	$2,460	$23,480
7.2 Mitigation Monitoring and Reporting Program	$2,160	$0	$0	$2,160
Subtotal for Task 7	$20,040	$3,140	2460	$25,640
Task 8. Screecheck Final EIR/Response to Comments				
Subtotal for Task 8	$9,330	$0	$0	$9,330
Task 9. Final EIR/Response to Comments				
Subtotal for Task 9	$6,120	$0	$0	$6,120
Task 10. CEQA Findings and Statement of Overridding Considerations				
Subtotal for Task 10	$5,840	$0	$0	$5,840
Task 11. Project Management and Meetings				
Subtotal for Task 11	$17,690	$0	$0	$17,690
TOTAL LABOR	$362,880	$39,464	$61,850	$464,194
DIRECT COSTS				
1. Travel, Deliveries, Communication	$650			$650
2. Maps; Plans; Reports; Database Searches, Traffic Counts	$500			$500
3. Traffic Counts	$8,000			$8,000
4. Printing and Graphic Reproduction	$7,500			$7,500
5. Cyber Liability Insurance	$3,200			$3,200
TOTAL DIRECT COSTS	$19,850	$0	$0	$19,850
TOTAL LSA TEAM BUDGET				
TOTAL LSA TEAM BUDGET	$382,730	$39,464	$61,850	$484,044
CONTINGENCY FUNDS				
CONTINGENCY BUDGET				$15,800
TOTAL LSA TEAM BUDGET WITH CONTINGENCY				
TOTAL LSA TEAM BUDGET (WITH CONTINGENCY)				$499,844

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno ("CITY")
and LSA Associates, Inc. ("CONSULTANT")
General Plan Environmental Impact Report Update
PROJECT TITLE

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) and Cyber Liability (Privacy and Data breach) 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.

6. **CYBER LIABILITY** insurance with limits of not less than:
   (i) $1,000,000 per claim/occurrence; and,
   (ii) $2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing operations by use of ISO Form CG 20 10 11 85 or CG 20 10 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

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

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

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which Consultant is engaged with the City for such length of time as necessary to cover any and all claims

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.

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

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the

commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

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

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

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 will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

General Plan Environmental Impact Report Update

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

Explanation: _____

☐ Additional page(s) attached.

Signature

11/5/2015
Date

Rob McCann
(name)

LSA Associates, Inc.
(company)

20 Executive Park, Suite 200
(address)

Irvine, CA 92614
(city state zip)