

1 **SECOND AMENDED AND RESTATED CONSULTANT AGREEMENT**

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3 This SECOND AMENDED AND RESTATED CONSULTANT AGREEMENT (hereinafter
4 **“Agreement”**), is made and entered into this 14th day of December, 2021 (the **“Execution Date”**),
5 by and between the COUNTY OF FRESNO (**“County”**), a political subdivision of the State of California,
6 and the consulting firm of Rincon Consultants, Inc. (**“Consultant”**), a California Corporation. This
7 Agreement amends and restates County of Fresno agreement number 20-144 (the **“Amended**
8 **Agreement”**) executed [Date], which was assigned to Consultant by the Assignment and Consent to
9 Assignment, Fresno County (the **“Assignment”**), executed on December 14, 2021. The County and
10 Consultant may collectively be referred to herein as **“Parties”** and singularly as a **“Party.”**

11 **RECITALS:**

12 WHEREAS, Mintier Harnish, LP (**“Prior Consultant”**), was selected to prepare an Environmental
13 Impact Report (EIR) on behalf of the County for a proposal submitted by the County of Fresno. The
14 Review of the General Plan and the Update of the Zoning Ordinance hereinafter referred to as the
15 Proposed Project consists of expanding the current General Plan Review and comprehensive Zoning
16 Ordinance Update process to address recent policy direction given by the Board of Supervisors, address
17 recent changes to State planning law and provide an update to the 2000 General Plan Background
18 Report, prepare a Program Environmental Impact Report (PEIR), and conduct additional public meetings
19 with the Planning Commission and Board of Supervisors; and

20 WHEREAS, on October 15, 2015, County and Prior Consultant executed County of Fresno
21 agreement number 15-530 (the **“Original Agreement”**), under which Prior Consultant was selected to
22 provide consulting services to County associated with County’s General Plan Review and Zoning
23 Ordinance Update project (the **“GPRZOU”**); and

24 WHEREAS, the GPRZOU consists of (i) a review of County’s 2000 General Plan and
25 comprehensive update to County’s Zoning Ordinance to address recent policy direction given by the
26 Board of Supervisors and address recent changes to State planning law, (ii) the preparation of a program
27 Environmental Impact Report (EIR), and (iii) conducting public meetings, including but not limited to those
28 with the Planning Commission and Board of Supervisors necessary for the adoption of the program EIR,

1 policy documents, and ordinances; and

2 WHEREAS, on April 14, 2020, County and Prior Consultant executed an Amended and Restated
3 Consultant Agreement, the Amended Agreement, which superseded and replaced the Original
4 Agreement in its entirety; and

5 WHEREAS, Prior Consultant delivered to County “Contract Deliverables” numbered I through VIII,
6 XI, and a portion of XII as defined in Subsection 3.B of the Amended Agreement. Prior Consultant also
7 performed certain “Extra Services,” as defined in Subsection 3.C of the Amended Agreement; and

8 WHEREAS, County fully compensated Prior Consultant for its completion of Contract
9 Deliverables numbered I through VIII, XI, and the above-referenced portion of XII, as well as for the
10 above-referenced Extra Services. Such compensation amounts to Five Hundred and Seventeen-
11 Thousand, Nine Hundred and Eighty-Six Dollars and Thirty-Six Cents (\$517,986.36) which includes
12 Twenty-Five Thousand, Two Hundred and Seventy-Four Dollars and Fifty-Six Cents (\$25,274.56) in
13 Extra Services; and

14 WHEREAS, on December 14, 2021, the Parties and Prior Consultant executed the Assignment,
15 under which Consultant accepted responsibility for performing the remaining unperformed Contract
16 Deliverables of the Amended Agreement, which are Contract Deliverables IX, X, portions of XII, and all
17 of XIII through XVI (collectively, “Remaining Deliverables”); and

18 WHEREAS, as of December 14, 2021, a balance of Five-Hundred and Ten Thousand, Two-
19 Hundred and Thirteen Dollars and Twenty Cents (\$510,213.20) of compensation remains payable for the
20 Remaining Deliverables once they are performed, and a balance of One-Hundred Thousand, Seventy-
21 Five Dollars and Forty-Four Cents (\$100,075.44) remains available for Extra Services once they are
22 authorized by County and performed by Consultant under the Amended Agreement; and

23 WHEREAS, Consultant has proposed a new scope of work to complete tasks associated with the
24 GPRZOU; and

25 WHEREAS, Consultant understands that the California Environmental Quality Act (CEQA)
26 requires that the EIR prepared for the project reflect the independent judgment of the lead agency; and

27 WHEREAS, Consultant understands that it must meet the requirements for an interdisciplinary
28 approach in the preparation of the EIR, as specified in Article 9 of the CEQA Guidelines (Section 15120

1 – 15132), and that the Consultant must have no interest, financial or otherwise, in the outcome of the
2 Proposed Project or any related projects; and

3 WHEREAS, Consultant represents that it is qualified, able and willing to prepare a legally
4 adequate EIR and to otherwise deliver the necessary environmental consulting services as are required
5 by the County and as are required by law for the Project, which representation the County specifically
6 relies upon; and

7 WHEREAS, the Director of the Fresno County Department of Public Works and Planning (the
8 “**Director**”) is responsible for the environmental documents prepared for the Project; and

9 WHEREAS, the Parties now wish to amend the scope of work, and, by this Agreement, to amend
10 and restate the Amended Agreement in its entirety; and

11 WHEREAS, a copy of the Project Description is attached hereto as Exhibit “A.”

12 NOW, THEREFORE, in consideration of the Covenants and Conditions set forth herein, the
13 Parties agree as follows:

14 1. Obligations of the Consultant

15 A. Consultant shall not initiate any work associated with this Agreement unless and
16 until receipt of a Notice to Proceed is issued by the Director or Director’s designee. Upon Consultant’s
17 receipt of written request by the Director or Director’s designee to proceed with identified work, Consultant
18 shall prepare an EIR for the Proposed Project which shall comply with CEQA and conform to the “Work
19 Program,” consisting of the documents attached hereto as Exhibits “B Scope of Work,” “C Budget Sheet,”
20 and “D Deliverable Table” and incorporated herein by reference. In the event of any inconsistency
21 between this Agreement and its exhibits, the inconsistency shall be resolved by giving precedence in the
22 following order of priority: (1) the text of this Agreement, independent of any exhibits, (2) Exhibit B, (3)
23 Exhibit D, (4) Exhibit C, and (5) Exhibit A.

24 B. Consultant shall review all background information, prior technical studies and
25 other studies supplied by the County for evaluation in the EIR, and the Consultant or their Sub-consultants
26 shall revise and/or prepare any studies determined to be inadequate or incomplete.

27 C. Consultant shall not revise the approved Work Program, Work Schedule or replace
28 any Sub-consultant selected to prepare any part of the EIR without the prior written consent of the

1 Director. Consultant's Project Manager shall be Della Acosta, email dacosta@rinconconsultants.com.
2 Any changes to Consultant's Project Manager will require prior written consent of the Director.

3 D. Consultant shall at most assist with conducting five (5) community engagement
4 meetings and two (2) disadvantaged community engagement meetings, which may include introduction
5 of the Draft EIR at these meetings, in addition to participating in meetings before the Planning
6 Commission and Board of Supervisors.

7 2. Obligations of the County

8 A. The County shall make available to the Consultant all documents, studies, and
9 other information, not otherwise confidential, privileged, or exempt from public access, in its possession
10 related to the project.

11 B. The County shall review Consultant's work and provide comments to the
12 Consultant as outlined in the Work Program.

13 C. The County shall arrange for required publications and mail required notices to
14 public agencies and interest groups.

15 D. The County will work with the Consultant to make arrangements for meetings with
16 the public agencies and the public and the County requests the Consultant to assist in conducting such
17 meetings.

18 E. Except for payment of compensation to Consultant provided in Section 3, below,
19 the deadlines for performance by the County or its officers and employees set forth herein are directory
20 only, and the failure of the County to meet such deadlines shall not be a breach of this Agreement. The
21 County shall exercise good faith to meet all deadlines and shall promptly notify the Consultant of any
22 delays.

23 3. Compensation

24 A. Fee for Services: The total compensation for the services performed under this
25 Agreement shall not exceed Six Hundred and Seventy-Seven Thousand, and Fifty-Eight Dollars
26 (\$677,058.00), inclusive of both the fee for professional services, direct costs on a time and material
27 basis, and contingency fees described more fully in Sections 3.A and 3.C of this Agreement. The County
28 shall pay the Consultant a basic fee in the total sum of Six Hundred and Twenty-Seven Thousand, and

1 Fifty-Eight Dollars (\$627,058.00) which consists of Five Hundred and Seventy-Two Thousand, One
2 Hundred and Fifty Dollars (\$572,150.00) in Professional Fees and Completed Services to be Billed and
3 Fifty-Four Thousand, Nine Hundred and Eight Dollars (\$54,908.00) in Direct Costs. Except as otherwise
4 provided in Subsection 3.C of this Agreement, this basic fee is the entire consideration to be paid by the
5 County to the Consultant for all services performed by the Consultant under this Agreement, and is in
6 addition to any amounts that the County has paid to the Prior Consultant under the Amended Agreement.
7 The total charge for Contingencies provided for in Subsection 3.C is also in addition to any amounts that
8 the County has paid to the Prior Consultant under the Amended Agreement, and such total charge for
9 Contingencies provided for in Subsection 3.C shall not exceed the sum of Fifty Thousand Dollars
10 (\$50,000.00). Exhibit C attached to this Agreement, is the detailed budget for the work to be performed
11 including Contingencies provided for in Subsection 3.C. In the event the Parties hereto disagree as to
12 whether certain services are included in the basic fee, the Director shall, in the Director's reasonable
13 discretion, make the determination as to the characterization of such services. The Director will be guided
14 by, but not be required to follow the Consultant's Work Program of this Agreement in determining whether
15 certain services are included in the basic fee. The Director's determination shall be conclusive and
16 binding upon the Parties hereto.

17 B. Contract Deliverables: Consultant and County agree that the GPRZOU and its
18 associated EIR shall be prepared in phases that shall consist of six (6) Contract Deliverable increments.
19 A Contract Deliverable shall be considered to have been completed only after all the tasks identified for
20 that Contract Deliverable have been completed to the satisfaction of Director or Director's designee. To
21 ensure completion of a Contract Deliverable is not unreasonably withheld should there be disagreement
22 between County and Consultant regarding satisfactory completion, Consultant may appeal an
23 unsatisfactory determination to the Director or Director's designee who shall be available to discuss the
24 matter with the Consultant if requested. All Tasks shall be completed according to Work Program,
25 including the Table attached to Exhibit "D". Consultant shall provide written progress reports to County
26 on the GPRZOU and its associated EIR, no less frequently than once per month, as part of or in addition
27 to monthly invoicing for services as described in Subsection 3.B(7) below. All invoices, and County's
28 processing and payment of all invoices, are subject to Subsection 3.B(7) below.

1 (1) Contract Deliverable 1 shall consist of all work performed by the Consultant
2 to complete Phase 1, Tasks 1.1 through 1.3 related to the General Plan and Zoning Ordinance including
3 a kick-off meeting, existing document review, revised General Plan Policy and Zoning Ordinance
4 documents, and reimbursement of tasks completed under the prior Amended Agreement. This Contract
5 Deliverable will include a review of the revised General Plan and updated Zoning Ordinance, review of
6 additional documents by the Consultant, and a review of legislative requirements for the General Plan
7 enacted since January 1, 2020 to note any inconsistencies and discuss approaches with staff. Consultant
8 shall also provide County a Legislative Consistency Memorandum. Final payment of the Retention
9 (defined in Section 3.B(7) below) for this Contract Deliverable is contingent on completion of these tasks
10 and acceptance of foresaid draft documents by Director or Director's designee.

11 (2) Contract Deliverable 2 shall consist of all work performed by the Consultant
12 to complete Phase 2, Task 2.1 related to environmental review and the Administrative Draft Program EIR
13 (ADPEIR). Subtasks within this deliverable include key, required sections of the ADPEIR per the
14 requirements of CEQA, alternatives analysis, analysis of cumulative impacts, and a project description
15 and an environmental setting. This deliverable also includes direct costs associated with the
16 transportation subconsultant. Final payment of the Retention (defined in Section 3.B(7) below) for this
17 Contract Deliverable is contingent on completion of tasks within this deliverable and acceptance of
18 foresaid draft documents by Director or Director's designee.

19 (3) Contract Deliverable 3 shall consist of all work performed by the Consultant
20 to complete Phase 2, Tasks 2.2 through 2.4 related to environmental review and the Administrative Draft
21 Program EIR (ADPEIR). Subtasks within this deliverable include preparation of a Screen Check Draft
22 PEIR Public Review Draft PEIR, response to comments and preparation of a Mitigation, Monitoring, and
23 Reporting Program and direct costs associated with the preparation of these materials. Completion of
24 this deliverable is based on mutually agreed to assumptions outlined in Exhibit "B" including that County
25 comments will be submitted to Consultant in a single consolidated electronic document using tracked
26 changes, County will submit all documents to the County Clerk and State Clearinghouse, and County
27 staff will be the point of contact for all comments received from the public. Final payment of the Retention
28 (defined in Section 3.B(7) below) for this Contract Deliverable is contingent on acceptance of draft

1 documents by Director or Director's designee.

2 (4) Contract Deliverable 4 shall consist of all work performed by the Consultant
3 to complete Phase 4, Tasks 4.1 through 4.3 related to community engagement and meetings including
4 disadvantaged community engagement. Subtasks within this deliverable will include community
5 meetings in up to five (5) locations on five (5) separate evenings or weekends. Each workshop will be
6 facilitated by Consultants and County. Consultant assumes the workshops will be held over the course
7 of a two-week period. One or more of the workshops may be conducted virtually or in pop-up format at
8 an existing event location. Consultant will also assist County to facilitate engagement with residents of
9 disadvantaged communities to get feedback on the Draft Environmental Justice goals, policies, and
10 programs. This deliverable also includes direct costs associated with preparation and participation in
11 these community engagement efforts by the consultant. Final payment of the Retention (defined in
12 Section 3.B(7) below) for this Contract Deliverable is contingent on completion and acceptance of these
13 tasks within this deliverable by Director or Director's designee.

14 (5) Contract Deliverable 5 shall consist of all work performed by the Consultant
15 to complete Phase 3, Tasks 3.1 and 3.2 including CEQA Findings. Subtasks within this deliverable
16 include completion of a Final PEIR, Screen check and Final General Plan and Zoning Ordinance, Draft
17 Notice of Determination, and final Notice of Determination. Direct costs by the consultant are also
18 included in this deliverable. Assumptions to complete this deliverable include that all County comments
19 will be submitted to the Consultants in a single consolidated Word document using Tracked Changes,
20 one round of revisions will be completed by the Consultant prior to County review and one round of
21 revisions will be completed after County review. Final payment of the Retention (defined in Section 3.B(7)
22 below) for this Contract Deliverables contingent on acceptance of foresaid draft documents by Director
23 or Director's designee.

24 (6) Contract Deliverable 6 shall consist of all work performed by the Consultant
25 for the remainder of Phase 4, Tasks 4.4 and 4.5 related to public hearings before the Planning
26 Commission and Board of Supervisors. This deliverable will include any scheduled workshops before
27 either the Planning Commission or Board of Supervisors and all final public hearings before those bodies
28 and includes direct costs by the consultant associated with this deliverable. Final payment of the

1 Retention (defined in Section 3.B(7) below) for this Contract Deliverables contingent on completion and
2 acceptance of these tasks within this deliverable by the County.

3 (7) Consultant shall send County invoices reflecting time, hourly rate, and
4 direct costs no more frequently than once per month. Invoices shall also reflect the amount of
5 compensation owed to Consultant for each Contract Deliverable. Upon receipt of a proper invoice,
6 Director or Director's designee will have a maximum of ten (10) calendar days to review, approve, and
7 submit the invoice to the County Auditor-Controller/Treasurer-Tax Collector or return the invoice to
8 Consultant as inconsistent with the terms of this Agreement. Invoices will be paid to the Consultant within
9 forty-five (45) calendar days after receipt of an approved invoice by the County Auditor-
10 Controller/Treasurer Tax Collector. County shall retain five percent (5%) of each payment ("**Retention**")
11 to be released to Consultant upon completion of the Contract Deliverable and acceptance of the Contract
12 Deliverable by Director or Director's designee. Consultant's invoices shall reflect County's withholding
13 and release of the Retention. The maximum compensation for each Contract Deliverable to be paid to
14 the Consultant is as follows:

15 (a) Contract Deliverable 1

16 Compensation to Consultant for the first Contract Deliverable shall
17 not exceed One Hundred and Twenty-Three Thousand, Seven Hundred and Seventy-Four Dollars
18 (\$123,774.00). This amount is approximately 20% of the total basic fee. The County shall compensate
19 Contractor subject to Subsection 3.B.(7), above, and release the Retention for Contract Deliverable 1
20 only after it has accepted Contract Deliverable 1 and received a proper invoice pursuant to Subsection
21 3.B.(7), above.

22 (b) Contract Deliverable 2

23 Compensation to Consultant for Contract Deliverable 2 shall not
24 exceed Ninety-Six Thousand, Three Hundred and Eighty-Four Dollars (\$96,384.00) for time and labor
25 costs, and Thirty-Six Thousand, Eight Hundred Dollars (\$36,800.00) for direct costs, for a total deliverable
26 amount of One Hundred and Thirty-Three Thousand, One Hundred and Eighty-Four Dollars
27 (\$133,184.00). This amount is approximately 21% of the total basic fee. The County shall compensate
28 Contractor subject to Subsection 3.B.(7), above, and release the Retention for Contract Deliverable 2

1 only after it has accepted Contract Deliverable 2 and received a proper invoice pursuant to Subsection
2 3.B(7), above.

3 (c) Contract Deliverable 3

4 Compensation to Consultant for Contract Deliverable 3 shall not
5 exceed Eighty-Two Thousand, Five Hundred and Eighty-Four Dollars (\$82,584.00) for time and labor
6 costs, and Four Thousand, Two Hundred and Fifty-Three Dollars (\$4,253.00) for direct costs, for a total
7 deliverable amount of Eighty-Six Thousand, Eight Hundred and Thirty-Seven Dollars (\$86,837.00). This
8 amount is approximately 14% of the total basic fee. The County shall compensate Contractor subject to
9 Subsection 3.B(7), above, and shall release the Retention for Contract Deliverable 3 only after it has
10 accepted Contract Deliverable 3 and received a proper invoice pursuant to 3.B(7), above.

11 (d) Contract Deliverable 4

12 Compensation to Consultant for Contract Deliverable 4 shall not
13 exceed One Hundred and Forty-One Thousand, Eight Hundred and Thirty-Six Dollars (\$141,836.00) for
14 time and labor costs, and Eight Thousand and Twenty-Two Dollars (\$8,022.00) for direct costs, for a total
15 deliverable amount of One Hundred and Forty-Nine Thousand, Eight Hundred and Fifty-Eight Dollars
16 (\$149,858.00). This amount is approximately 24% of the total basic fee. The County shall compensate
17 Contractor subject to Subsection 3.B.(7), above, and shall release the Retention for Contract Deliverable
18 4 only after it has accepted contract Deliverable 4 and received a proper invoice pursuant to 3.B(7),
19 above.

20 (e) Contract Deliverable 5

21 Compensation to Consultant for Contract Deliverable 5 shall not
22 exceed Fifty-Thousand, Six Hundred and Twenty-Eight Dollars (\$50,628.00) for time and labor costs,
23 and Four Thousand, Two Hundred and Fifty-Three Dollars (\$4,253.00) for direct costs, for a total
24 deliverable amount of Fifty-Four Thousand, Eight Hundred and Eighty-One Dollars (\$54,881.00). This
25 amount is approximately 9% of the total basic fee.

26 (f) Contract Deliverable 6

27 Compensation to Consultant for Contract Deliverable 6 shall not
28 exceed Seventy-Six Thousand, Nine Hundred and Forty-Four Dollars (\$76,944.00) for time and labor

1 costs, and One Thousand, Five Hundred and Eighty Dollars (\$1,580.00) for direct costs, for a total
2 deliverable amount of Seventy-Eight Thousand, Five Hundred and Twenty-Four Dollars (\$78,524.00).
3 This amount is approximately 13% of the total basic fee. The County shall compensate Contractor
4 subject to Subsection 3.B.(7), above, and shall release the Retention for Contract Deliverable 6 only after
5 it has accepted Contract Deliverable 6 and received a proper invoice pursuant to 3.B(7), above.

6 C. Contingencies (Extra Services)

7 (1) The Parties understand that additional work, not reasonably anticipated
8 during the preparation of the Work Program proposal submitted by the Consultant and approved by the
9 County, may be necessary to complete the GPRZOU or the Draft and/or Final EIR. The Parties further
10 understand that it is not possible to estimate accurately either the quantity or quality of comments that
11 will be received by the County during the public review period for the Draft EIR. The Parties agree that
12 the County may authorize the Consultant to perform certain necessary additional work as "Extra Services"
13 pursuant to Exhibit "D" of this Agreement.

14 (2) The Extra Services which may be authorized are limited to those subjects
15 set forth in Exhibit "E", a copy of which is attached hereto and incorporated herein by reference. The
16 Consultant shall not perform any Extra Services without prior written authorization from the Director or
17 the Director's designee. The total charge for all such Extra Services shall not exceed the sum of Fifty
18 Thousand Dollars (\$50,000.00).

19 (3) Whether to authorize Extra Services is within the discretion of the Director.
20 Authorization may be granted only if additional information, further analysis or other work is, in the
21 reasoned opinion of the Director, required to complete the Draft or Final EIR or related activities.
22 However, if the services to be performed could reasonably have been anticipated during the preparation
23 of the Work Program proposal, as determined by the Director, these services are not "Extra Services"
24 and shall be performed by the Consultant within the basic fee of this Agreement. Extra Services may be
25 authorized if the Director determines that the work proposed is beyond the approved Work Program and
26 the approval of the costs associated with the Extra Services is acceptable to the County. The Consultant
27 shall confirm with the Director or the Director's designee that the costs associated with the Extra Service
28 has been approved prior to the performance of the Extra Services work by the Consultant.

1 D. Consultant to Bear Expenses

2 It is understood that the Consultant shall bear all expenses incidental to the
3 performance of its obligations under this Agreement.

4 4. Hold Harmless and Insurance

5 A. The Consultant shall hold the County, its Boards, Commissions, officers, agents,
6 and employees harmless and indemnify and, at County's request, defend the County, its Boards,
7 Commissions, officers, agents and employees, against the payment of any and all costs and expenses
8 (including reasonable attorney fees and court costs), claims, losses, damages, causes of action, lawsuits,
9 and liability for bodily and personal injury to or death of any person and for injury or loss of any property
10 resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions
11 of the Consultant, its officers, agents, and employees, in performing or failing to perform any work
12 services or functions provided for or referred to or in any way connected with any work, services or
13 functions to be performed under this Agreement and against the payment of any and all costs and
14 expenses (including reasonable attorney fees and court costs), claims, losses, damages, causes of
15 action, lawsuits and liability for bodily and personal injury to or death of any person and for injury or loss
16 of any property. Notwithstanding anything to the contrary, this subsection 4.A. shall survive termination
17 of this Agreement.

18 B. Without limiting the County's right to obtain indemnification from the Consultant or
19 any third Parties, the Consultant, at its sole expense, shall maintain in full force and effect the following
20 insurance policies throughout the term of this Agreement: (1) Commercial General Liability Insurance with
21 limits of not less than One-Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two
22 Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. County may require
23 specific coverages including completed operations, products liability, contractual liability, Explosion-
24 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the
25 nature of this contract; (2) Comprehensive Automobile Liability Insurance with limits for bodily injury of not
26 less than Two-Hundred Fifty-Thousand Dollars (\$250,000.00) per person, Five-Hundred- Thousand Dollars
27 (\$500,000.00) per accident and for property damages of not less than Fifty-Thousand Dollars (\$50,000.00),
28 or such coverage with a combined single limit of Five-Hundred-Thousand Dollars (\$500,000.00). Coverage

1 should include owned and non-owned vehicles used in connection with this Agreement; (3) Professional
2 Liability Insurance, if Consultant employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.)
3 in providing services, with limits of not less than One-Million Dollars (\$1,000,000.00) per occurrence, Two-
4 Million Dollars (\$2,000,000.00) annual aggregate; and (4) A policy of Worker's Compensation insurance as
5 may be required by the California Labor Code.

6 The general liability and automobile liability insurance policies shall name the
7 County, its officers, agents, and employees, individually and collectively, as additional insured, but only
8 insofar as the operations under this Agreement are concerned. Such coverage for additional insured
9 shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County,
10 its officers, agents, and employees, shall be excess only and not contributing with insurance provided
11 under the Consultant's policies herein. This insurance shall not be canceled or changed without a
12 minimum of thirty (30) days advance, written notice given to County.

13 Prior to the commencement of performing its obligations under this Agreement, the
14 Consultant shall provide certificates of insurance on the foregoing policies, as required herein, to the
15 County's Department of Public Works and Planning, stating that such insurance coverages have been
16 obtained and are in full force; that the County, its officers, agents, and employees shall not be responsible
17 for any premiums on the policies; that such insurance (general liability and automobile liability only)
18 names the County, its officers, agents, and employees, individually and collectively, as additional insured,
19 but only insofar as the operations under this contract are concerned; that such coverages for additional
20 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the
21 County, its officers, agents, and employees, shall be excess only and not contributing with insurance
22 provided under the Consultant's policies herein; and that this insurance shall not be canceled or changed
23 without a minimum thirty (30) days advance, written notice given to the County.

24 In the event the Consultant fails to keep in effect at all times insurance coverages
25 as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this
26 Agreement upon the occurrence of such event.

27 5. Breach and Termination

28 A. This Agreement may be immediately terminated by the County upon written notice

1 to the Consultant if the Consultant fails to comply with any or all of the terms of this Agreement or the
2 Applicant requests that the County discontinues processing the Proposed Project. In no event shall any
3 payment by the County constitute a waiver by the County of any breach of this Agreement or any default
4 which may then exist on the part of the Consultant. The County's termination of this Agreement due to
5 the Consultant's breach shall not limit the rights of the County to seek other relief, including the recovery
6 of damages.

7 B. If this Agreement is terminated as provided in this section, the Consultant shall be
8 compensated for satisfactorily-performed services completed to the date of termination based upon the
9 compensation rates set forth in the Work Program, and subject to the total sum agreed to herein, together
10 with such additional services satisfactorily performed by the Consultant after termination which are
11 authorized by the County to complete the work performed to the date of termination.

12 C. If the Consultant terminates the Agreement for reasons other than material breach
13 by the County, the Consultant shall reimburse the County, up to a maximum of Twenty-Thousand Dollars
14 (\$20,000) for the actual expenses of issuing a Request For Proposal, engaging a new consultant, and
15 paying the new consultant's costs to become familiar with the Consultant's environmental documentation.

16 D. The County may immediately suspend or terminate this Agreement in whole or in
17 part, where in the determination of the County there is:

- 18 1. An illegal or improper use of funds;
- 19 2. A failure to comply with any term of this Agreement;
- 20 3. A substantially incorrect or incomplete report submitted to the County;
- 21 4. Inadequately performed services, as may be determined by Director.

22 E. Without Cause – Under circumstances other than those set forth above, this
23 Agreement may be terminated by County upon the giving of thirty (30) days advance written notice of an
24 intention to terminate to Consultant.

25 6. Work Product

26 A. Any and all reports, studies, data, or other information, prepared or assembled by
27 the Consultant under this Agreement shall not be provided to any person, association, corporation, or
28 other organization during the term of this Agreement without the prior written consent of the County.

1 B. The County shall have the unlimited authority to forever publish, disclose, distribute
2 and otherwise use throughout the world, in whole or in part, and allow others to do so, any and all reports,
3 studies, data, or other information prepared by the Consultant pursuant to this Agreement.

4 C. All documents prepared or obtained by the Consultant shall become the exclusive
5 property of the County. Upon termination of this Agreement and prior to any compensation received from
6 the County for unpaid services, the Consultant shall surrender to the County all work products created
7 pursuant to this Agreement without any reservation of rights therein. Consultant may retain such
8 documents only for so long as the County authorizes such work product to be retained to allow the
9 completion of work as provided in Subsection 5.B of this Agreement. Consultant may retain copies of
10 any documents prepared or obtained by the Consultant and designated as public records under the
11 Public Records Act, and such documents may be used by the Consultant in any manner after this
12 Agreement has been terminated.

13 D. The Consultant shall provide (submit, reproduce and distribute) a Draft
14 Background Report, Final Background Report, Draft Policy Document Revision, Final Policy Document
15 Revision, Draft Program Environmental Impact Report with Draft Mitigation, Monitoring and Reporting
16 Program, Final Program Environmental Impact Report with Final Mitigation, Monitoring and Reporting
17 Program, appendices, exhibits and any additional reference material in the quantities and format(s) as
18 specified in the Work Program of this agreement. The County will require that the Consultant provide
19 documents in both Microsoft Word Office 365 (or newer) and .pdf file formats.

20 7. Administrative Record

21 Consultant shall prepare and assemble the Administrative Record and furnish it to County
22 after the Notice of Determination, including the findings and any Statement of Overriding Consideration,
23 is filed with the County Clerk officer. The Administrative Record is the entirety of the information relied
24 upon to prepare the EIR, including without limitation all records identified in California Public Resources
25 Code section 21167.6, subdivision (e). The Administrative Record is inclusive of all information and
26 analyses either generated or obtained from other sources, or used to support documentation and
27 analyses. A complete Administrative Record is the entirety of the information relied upon within
28 Consultant's possession plus all information in other locations listed in the references. Information listed

1 in the references at other locations does not have to be included in the Administrative Record, provided
2 the references contain sufficient information for a reasonable member of the public to identify, seek out,
3 and obtain the listed information. Consultant shall organize the information comprising the Administrative
4 Record as an accessible electronic file, indexed by topic to the extent possible, and submit this record to
5 County. The electronically stored information comprising the Administrative Record shall be delivered to
6 the County in in the format in which it is ordinarily maintained.

7 8. Time of Performance

8 It is understood that weather and other factors beyond the Consultant's control may delay
9 the completion of field work necessary for preparation of the EIR. The Consultant will be allowed as
10 many additional days as are necessary to compensate for days lost due to inclement weather or delays
11 resulting from actions by the County including but not limited to changes in the project. If additional time
12 is needed because of delay caused by factors beyond the Consultant's control, the Consultant shall
13 request in a timely manner an extension of time in writing. The granting of such an extension shall be at
14 the discretion of the Director, or the Director's designee.

15 9. Independent Contractor

16 In performance of the work, duties, and obligations assumed by the Consultant under this
17 Agreement, it is mutually understood and agreed that the Consultant, including any and all of the
18 Consultant's officers, agents and employees, will at all times be acting and performing as an independent
19 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint
20 venture, partner or associate of the County. Furthermore, the County shall have no right to control or
21 supervise or direct the manner or method by which the Consultant shall perform its works and function.
22 However, the County shall retain the right to administer this Agreement so as to verify that the Consultant
23 is performing its obligations in accordance with the terms and conditions thereof. The Consultant and
24 the County shall comply with all applicable provisions of law and the rules and regulations, if any, of
25 Governmental authorities having jurisdiction over matters the subject thereof.

26 Because of its status as an independent contractor, the Consultant shall have absolutely
27 no right to any and all employment rights and benefits available to County employees. The Consultant
28 shall be solely liable and responsible for providing to, or on behalf of its employees, all legally-required

1 employees benefits. In addition, the Consultant shall be solely responsible and save the County harmless
2 from all matters relating to payment of the Consultant's employees, including compliance with Social
3 Security withholding, and all other regulations governing such matters. It is acknowledged that during
4 the term of this Agreement, Consultant may be providing services to others unrelated to the County or to
5 this Agreement.

6 10. Conflict of Interest

7 The Consultant, Sub-consultants and Consultant's employees shall adhere to the Conflict
8 of Interest Code of the Department of Public Works and Planning, which is attached hereto and as Exhibit
9 "F" and incorporated herein by reference.

10 11. Governing Law; Venue

11 The rights and obligations of the Parties and all interpretations and performance of this
12 Agreement shall be governed in all respects by the laws of the State of California.

13 Any controversy or claim arising out of or relating to this Agreement which cannot be
14 amicably settled without court action shall be litigated either in a state court for Fresno County, California
15 or in the U.S. District Court for the Eastern District of California located in Fresno County, California.

16 12. Amendments

17 Any changes to this Agreement requested either by the County or the Consultant may
18 only be affected if mutually agreed upon in writing by duly authorized representatives of the Parties
19 hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by
20 such writing.

21 13. Compliance with Laws

22 The Consultant shall comply with all Federal, State, and local laws, ordinances,
23 regulations, and Fresno County Charter provisions applicable in the performance of its services.

24 14. Audits and Inspections

25 The Consultant shall at any time during business hours, and as often as the County may
26 deem necessary, make available to the County for examination all of its records and data with respect to
27 the matters covered by this Agreement. The Consultant shall, upon request by the County, permit the
28 County to audit and inspect all of such records and data necessary to ensure the Consultant's compliance

1 with the terms of this Agreement.

2 If this Agreement exceeds Ten-Thousand Dollars (\$10,000.00), the Consultant shall be
3 subject to the examination and audit of the Auditor General for a period of three (3) years after final
4 payment under contract (Government Code Section 8546.7).

5 15. Contract Administration

6 The Consultant shall notify its appropriate employees of the individual whom the County
7 designates as the County Contract Administrator for this EIR. All routine correspondence and
8 telecommunications related to Contract performance and related issues shall be otherwise addressed as
9 follows:

10 Chris Motta, Principal Planner
11 Department of Public Works and Planning
12 Development Services Division
13 2220 Tulare Street, 6th floor
14 Fresno, CA 93721
15 Phone: (559) 600-4497
16 Fax: (559) 600-4200
17 e-mail: cmotta@fresnocountyca.gov

18 16. Entire Agreement

19 This Agreement constitutes the entire agreement between the Consultant and County with
20 respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments,
21 writing, advertisements, publications, and understandings of any nature whatsoever unless expressly
22 included in this Agreement, including the Original Agreement.

23 17. Construction of Agreement

24 In the event of any inconsistency between this Agreement and the
25 Exhibits attached to and incorporated by referenced herein, such inconsistency shall be resolved by
26 giving precedence in the following order of priority: (1) to the text of this Agreement; (2) then to Exhibit
27 "A"; (3) then to the Work Program Exhibits "B" through "D"; (4) then to Exhibit "E"; (5) then to Exhibit "F";
28 and (6) then to Exhibit "G."

18. Notices

Except as otherwise provided herein, the persons and their addresses having authority to
give and receive notices under this Agreement include the following:

1 **COUNTY:**

2 Steven E. White, Director
3 Department of Public Works and Planning
4 2220 Tulare Street, Sixth Floor
5 Fresno, CA 93721
6 Attn: Manager of Development Services and Capital Projects

7 **CONSULTANT:**

8 Rincon Consultants, Inc.
9 Attn: Matt Maddox
10 7080 N. Whitney Avenue, Suite 101
11 Fresno, CA 93720
12 e-mail: Mmaddox@rinconconsultants.com

13 Any and all notices between the County and the Consultant provided for or permitted
14 under this Agreement or by law shall be in writing and shall be deemed duly served when personally
15 delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States
16 Mail, postage prepaid, addressed to such party.

17 For all claims arising out of or related to this Agreement, nothing in this Section 19
18 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
19 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
20 beginning with section 810).

21 19. **Non-Assignment**

22 Neither Party shall assign, transfer or sub-contract this Agreement nor their rights or duties
23 under this Agreement without the written consent of the other Party.

24 20. **Consultant's Legal Authority**

25 Each individual executing or attesting this Agreement on behalf of the Consultant hereby
26 covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver
27 this Agreement on behalf of the Consultant's Corporation; and (ii) that this Agreement is binding upon
28 such Corporation.

 21. **Binding Upon Successors**

 This Agreement shall be binding upon and inure to the benefit of the Parties and their
 respective successors in interest, assigns, legal representatives, and heirs.

1 22. Disclosure of Self-Dealing Transactions

2 This provision is only applicable if the Consultant is operating as a corporation (a for-profit
3 or non-profit corporation) or if during the term of this Agreement, the Consultant changes its status to
4 operate as a corporation.

5 Members of the Consultant's Board of Directors shall disclose any self-dealing
6 transactions that they are a party to while Consultant is providing goods or performing services under
7 this Agreement. A self-dealing transaction shall mean a transaction to which the Consultant is a party
8 and in which one or more of its directors has a material financial interest. Members of the Board of
9 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing
10 a *Self-Dealing Transaction Disclosure Form*, which is attached hereto and as Exhibit "G" and
11 incorporated herein by reference and submitting it to the County prior to commencing with the self-dealing
12 transaction or immediately thereafter.

13 23. Term of Agreement

14 This Agreement shall become effective upon Execution Date, immediately following the
15 completion of the Assignment, and shall terminate following final payment under the Agreement, unless
16 otherwise terminated as provided herein.

17 24. Electronic Signatures

18 The Parties agree that this Agreement may be executed by electronic signature as
19 provided in this section.

20 i. An "electronic signature" means any symbol or process intended by an individual
21 signing this Assignment and Consent to Assignment to represent their signature, including but not limited
22 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
23 scanned and transmitted (for example by PDF document) of a handwritten signature.

24 ii. Each electronic signature affixed or attached to this Assignment and Consent to
25 Assignment (1) is deemed equivalent to a valid original handwritten signature of the person signing this
26 Assignment and Consent to Assignment for all purposes, including but not limited to evidentiary proof in
27 any administrative or judicial proceeding, and (2) has the same force and effect as the valid original
28 handwritten signature of that person.

1 iii. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
3 beginning with section 1633.1).

4 iv. Each Party using a digital signature represents that it has undertaken and satisfied
5 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and
6 agrees that each other Party may rely upon that representation.

7 v. This Assignment and Consent to Assignment is not conditioned upon the Parties
8 conducting the transactions under it by electronic means and either Party may sign this Assignment and
9 Consent to Assignment with an original handwritten signature.

10 25. No Third-Party Beneficiaries

11 Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree
12 that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of
13 this Agreement.

14 26. Counterparts

15 This Agreement may be executed in two or more counterparts, each of which shall be
16 deemed to be an original, and all of which taken together shall constitute one and the same instrument.

17 27. Public Record

18 The Parties agree that this Agreement, including its contents, is a publicly disclosable
19 public record under the California Public Records Act (Government Code Section 6250, et seq.), the
20 Ralph M. Brown Act (Government Code Section 54950, et seq.), and all other applicable laws pertaining
21 to disclosure by public entities. County is not limited in any manner whatsoever with respect to public
22 disclosure of this Agreement, in whole or in part.

23 **[Signature page follows.]**

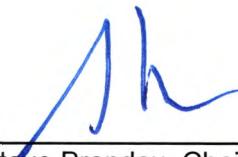
1 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of
2 the day and year first above written.

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CONSULTANT:
RINCON CONSULTANTS, INC.
A California Corporation

COUNTY OF FRESNO:

By:  _____

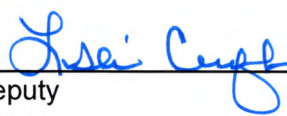
 _____

Print Name: Richard Daulton

Steve Brandau, Chairman of the
Board of Supervisors of the County of Fresno

Title: Vice President

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:  _____
Deputy

ACCOUNTING INFORMATION

FUND NO: 0001
SUBCLASS NO: 10000
ORG 2540
ACCOUNTY 7295

EXHIBIT A

Revised Project Description

The County of Fresno is conducting a Review of its 2000 General Plan and has initiated a comprehensive update to its Zoning Ordinance. The County, with assistance from previous and current land use consultants including Rincon Consultants, Inc. has prepared preliminary revisions to the goals, policies, and implementation programs of the General Plan and published a Public Review Draft Policy Document. The County has also prepared, with the consultant assistance, an Administrative Draft Zoning Ordinance.

The County is expanding the current General Plan and Zoning Ordinance Update process to address recent policy directions provided by the Board of Supervisors, State planning laws and update the 2000 General Plan Background Report, prepare a Program Environmental Impact Report (PEIR), and conduct additional public meetings with the Planning Commission and Board of Supervisors. The General Plan Review will extend the planning period for the General Plan beyond its current planning horizon of 2020 to 2042. The Background Report will be updated to reflect current conditions and trends and to address required State planning laws and serve as the existing setting section of the PEIR. The PEIR will be prepared for the General Plan Update and Zoning Ordinance Update.

EXHIBIT B

FRESNO COUNTY GENERAL PLAN REVIEW, ZONING ORDINANCE UPDATE, AND PEIR SCOPE OF WORK

Phase 1 General Plan and Zoning Ordinance

Task 1.1 Rincon/County Kick-off Meeting

To ensure the Consultants have all necessary background information and the Consultants, legal counsel, and County staff have a mutual understanding of the project schedule, and scope, and potential challenges, the Consultants will facilitate a meeting to transition the project into the next phase of work. This meeting will include:

- A debrief by County staff on the current state of the General Plan and Zoning Ordinance documents
- An overview of project scope, schedule, and assumptions by the Consultants
- A summary of potential areas of challenge or controversy for the project
- Next steps to be completed

In addition to the overall project kickoff, the Consultants will include a community engagement kick-off session, either as part of the initial kick-off meeting or as a separate meeting. This portion of the kick-off will cover the expectations and challenges of community engagement in Fresno County related to the project, roles and responsibilities for engagement and material creation, and serve as a forum to discuss methods of increasing attendance at and awareness of workshops.

Assumptions:

- Meeting(s) under this task will be conducted virtually
- County staff will prepare a summary of the current status of the General Plan revisions and Zoning Ordinance update and expected changes to occur from comments received to date
- County legal counsel will participate in the overall project kick-off meeting.

Deliverables:

- Kick-off meeting presentation (digital format)
- Kick-off meeting agenda (Word or PDF format)
- Kick-off meeting notes (Word or PDF format)

Task 1.2 Existing Document Review

The Consultants will perform a comprehensive review of the existing General Plan and Zoning Ordinance documents, as well as any other necessary associated memos, background documents, and planning documents necessary to complete the remaining scope of work. This task will involve a review of changes made to the document to date and is intended to familiarize the Consultants with the materials to improve efficiency and depth of knowledge regarding the project and its history.

In addition, the Consultants will perform a legislative consistency analysis to ensure the draft General Plan amendments and Zoning Ordinance are consistent with changes to State law enacted since January 1, 2020. This analysis will be done in the form of a memorandum, and if inconsistencies with State requirements are found, the memorandum will include recommendations for addressing the inconsistencies, which may include changes to General Plan or Zoning Ordinance language, or actions that may be completed at a later date to bring the County planning documents into compliance.

Assumptions:

- The Consultants will review the revised General Plan, updated Zoning Ordinance, and additional documents as allowed up to the budgeted time.
- County staff will provide all necessary documents and materials for review.
- Legislative requirements for the General Plan enacted prior to 2020 were addressed as part of the existing draft update. However, if the Consultants note any inconsistencies with legislation enacted prior to 2020 as a matter of course during the consistency review, the Consultants will note the inconsistency and discuss approaches with County staff.

Deliverables:

- Legislative Consistency Memorandum

Task 1.3 Revised Draft General Plan and Zoning Ordinance

The General Plan policy document and Zoning Ordinance revisions were posted for public review in July 2021. Following the closure of the public review period, and based on direction from the Board of Supervisors, the Consultants will revise the draft General Plan and Zoning Ordinance consistent with the CEQA compliance process (Phase 2). Revisions may include the additions of targeted policies to address any legislative requirements as identified in Task 1.2, and well as to address comments from State and federal agencies, such as CalFire and the Department of Conservation, as well as to address recent changes in State General Plan law. The Consultants assume only targeted revisions will be necessary to accommodate such required changes. If substantial changes are necessary, the use of contingency funds or a contract amendment may be required.

The Consultants will submit the revised draft General Plan and Zoning Ordinance to County staff for two rounds of review and revision.

Assumptions:

- All County staff comments will be submitted to the Consultants in a single, consolidated Word document using Tracked Changes
- One round of revisions will be completed by the Consultants prior to County review and one round of revisions will be completed after County review. A final round of review will be done to ensure all requested edits have been incorporated to the satisfaction of County staff. These changes are expected to confirm and build on previous changes and shall not require wholesale revision to the plan or entire sections.

Deliverables:

- Revised Draft General Plan (Word format)
- Revised Draft Zoning Ordinance (Word format)

Phase 2 Environmental Review

Task 2.1 Administrative Draft Program PEIR

The Consultants have begun preparation of an Administrative Draft Program EIR (ADPEIR) in accordance with the CEQA Guidelines. Due to changes in the Project Description and the time that has passed since the Consultants began work on the ADPEIR, revisions will need to be made to incorporate these changes into the EIR project description, existing conditions, and analysis. Changes in approach will also need to be made to account for the new impact analysis methodology (switching from a plan-to-plan comparison to a baseline comparison) and changes in baseline and projected buildout source data (switching from Department of Finance to Fresno Council of Governments). The EIR analysis will compare General Plan buildout to the existing environmental baseline, and will use FCOG baseline and projected buildout source data. The Background Report will be updated as necessary to reflect this revised baseline and buildout methodology, to ensure consistency with the EIR.

The ADPEIR will be based on the project description approved by County staff. The description of the environmental and regulatory setting for the General Plan and Zoning Ordinance will be based on the updated draft Background Report. Each topical section will be introduced with a brief statement of its context in the ADPEIR and the development of the draft General Plan and Zoning Ordinance. This effort may include interpretive information for the reader to better understand how the draft General Plan and Zoning Ordinance affect the environment, as well as the source of data used in each environmental section. Thresholds of significance may be presented after the introduction and either list the particular CEQA Guidelines threshold, an existing regulatory standard, or a standard to be adopted by the County.

The setting of the environmental analysis, which will be largely based on the Background Report, will summarize and reference the relevant technical studies to prepare the groundwork for impact analysis and recommended mitigation measures. Impacts will be identified and mitigation measures will be prepared to reduce potentially significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified in the ADPEIR, the Consultants will identify mitigation measures or policy statements proposed by the County as part of the project to avoid or reduce identified impacts. Mitigation measures will be constructed as policy statements or implementation programs to facilitate incorporation into the General Plan or regulations in the Zoning Ordinance.

In order to prepare an ADPEIR that meets the needs of the County and the requirements of State law, the ADPEIR will comprise the following sections:

Introduction. The ADPEIR will contain an introductory chapter that summarizes CEQA requirements, provides a synopsis of the project description and background for the General Plan project itself, and identifies the County's objectives in undertaking the plan. The introduction of the ADPEIR will describe the purpose of the ADPEIR, identify the scope of issues to be addressed, and present the organization of the report. This chapter will define the technical terms to be used throughout the report.

Executive Summary. This section will provide a summary of the ADPEIR and include the following: a discussion of the project's objectives; a brief description of the project; a summary of the

environmental setting for the Planning Area; a summary of impacts; a summary of mitigation measures (mitigating policies and programs); and a discussion of alternatives considered, areas of controversy, and issues remaining to be resolved.

Project Description and Environmental Setting. The ADPEIR Project Description will contain the County’s objectives for the draft General Plan and Zoning Ordinance, a summary of goals, policies, programs, development regulations, boundaries, existing conditions, and proposed land uses, and existing conditions. The information will be described in text, tabular, and graphic forms (maps and diagrams). Information from the background report will be used as the project’s environmental setting.

Analysis, Impacts, and Mitigation Measures. Building on the existing setting information, the Consultants will develop a set of impact criteria and thresholds that will be used to assess impact significance. Analysis of impacts to be potentially significant includes four main components:

- Setting (description of current conditions with respect to the issue in question, including the existing regulatory environment)
- Impact analysis (discussion of potentially significant effects of the proposed project; impacts are typically compared to established “thresholds of significance”)
- Programmatic mitigation measures (methods by which significant effects can be reduced or eliminated)
- Level of significance after mitigation (discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold)

Alternatives Analysis. Three alternatives will be considered in the ADPEIR. In addition to the “No-Project” Alternative, two other alternatives that consider differing land use patterns or densities in areas of the county will be evaluated to reduce potentially significant environmental impacts of the project. As specified in CEQA, alternatives will be evaluated at a lower level of detail than the proposed project. This section will also identify the “environmentally superior alternative.” If the “no project – no building” alternative is determined to be environmentally superior, the ADPEIR will identify the environmentally superior alternative among the remaining two alternatives.

Cumulative Impacts. The ADPEIR will evaluate cumulative impacts based on planning documents for the Planning Area and other regional documentation as relevant. Given the size of the region being considered and the fact that the impacts of General Plan buildout would be inherently cumulative, this evaluation will be broad and programmatic and will focus on the potential for effects from growth at the edge of the county to combine with the effects of growth outside the county.

Other CEQA Sections. The Consultants will provide, in addition to the sections discussed above, all other required CEQA sections (e.g., growth inducement, significant unavoidable impacts).

The EIR will address all issue topics listed in CEQA Guidelines Appendix G. These issues, which will be analyzed in a programmatic framework, will include:

Aesthetics. The aesthetic analysis will consider impacts from buildout related to alteration of public views, changes in visual character, and increased light and glare. The analysis will focus on maintaining the existing visual character within the county. The analysis will also consider consistency with relevant County thresholds and documents addressing design and development standards.

Agricultural and Forestry Resources. This section will programmatically evaluate the potential for General Plan buildout to convert agricultural resources to non-agricultural use, conflict with a Williamson Act contract, or convert forest land to a non-forest use. The evaluation will utilize existing Farmland Mapping and Monitoring Program, Williamson Act contract land mapping, and forest/timberland mapping to determine the potential for conversion of resources due to buildout. If potentially significant impacts to agricultural or forestry resources are identified, Rincon will identify policy-based avoidance, minimization, and mitigation measures to avoid or minimize impacts.

Air Quality. This section will be prepared in accordance with San Joaquin Valley Air Pollution Control District (SJVAPCD) Guidelines. The section will include a summary of applicable State and federal air pollution regulations and standards and a detailed discussion of the current air quality setting within the local airshed based on local climatic and air pollution data from local air monitoring stations.

Both temporary construction effects and long-term regional effects will be considered. The analysis will be qualitative and programmatic, and will evaluate consistency with clean air plans. The EIR analysis will address the *Sierra Club vs. County of Fresno* State Supreme Court opinion, identifying the public health effects of significant air quality impacts where feasible and explaining that quantifying some health effects, such as those related to ozone formation, is currently infeasible for plan-level analysis. Standard construction emissions reduction measures will be incorporated for future development in the county.

Biological Resources. The biological resources section of the EIR will programmatically identify and evaluate potential short- and long-term direct, indirect and cumulative impacts to biological resources from the General Plan. Rincon will review existing reports and environmental documents, regional planning documents, databases (CNDDDB, CNPS, USFWS IPaC), information from relevant past projects and agency biologists, and literature. The purpose of the analysis will be to identify potential impacts to biological resources that could occur from development under the proposed project, and to develop a suite of measures that would be required to avoid, minimize, and/or mitigate potential impacts. Because this will be a programmatic-level analysis, no project-level analyses of potential impacts will be conducted, and no field surveys or site visits will be performed. However, the proposed measures will outline a project-level process for the analysis and identification of project-specific impacts to biological resources, and a process for selecting appropriate measures that would be applicable for development of specific sites, to reduce the need for additional CEQA-level analysis for individual projects.

Cultural and Tribal Cultural Resources. Rincon cultural resource specialists will oversee the preparation of the cultural and tribal cultural resource analyses. These sections of the EIR will analyze the General Plan's potential impact on historical and archaeological resources located within the county. Rincon will compile a listing of recognized significant historic and prehistoric resources based on readily available information from the State Office of Historic Preservation website and the current General Plan. This work scope assumes that a California Historical Resources Information System records search and/or a field survey of the county will not be necessary. If potentially significant impacts to historical and archaeological resources are identified, Rincon will identify policy-based avoidance, minimization, and mitigation measures to avoid or minimize impacts.

Assembly Bill 52 requires the inclusion of tribal cultural resources in CEQA analyses and consultation with local Native Americans to identify potential tribal cultural resources. The tribal cultural resources section of the PEIR will analyze the project's impact on potential tribal cultural resources based on the results of AB 52 and SB 18 consultation. Rincon staff will prepare the tribal cultural resources analyses based on information obtained through the County's tribal consultation. If potentially significant impacts to tribal cultural resources are identified, Rincon will develop policy-based mitigation measures to avoid or reduce impacts to tribal cultural resources based on the results of consultation conducted by the county.

Under AB 52 (California Government Code Section 21080.3.1 (a)), County of Fresno, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52. This task does not include meetings, outreach, consultation, or the Consultants mailing letters to Tribal governments. The Consultants assume the County will officially contact all applicable Tribes. Additionally, this assistance does not include Tribal consultation. The Consultants can assist with these tasks for an additional cost on an hourly basis.

Energy. The assessment of energy consumption will be prepared consistent with the recently updated State CEQA Guidelines and will be closely coordinated with the Greenhouse Gas Emissions/Climate Change section of the EIR. To support this analysis, Rincon will:

- Identify policies and development standards in the General Plan that would promote energy conservation (such as energy efficient buildings, and the use of alternative modes of travel);
- Review and discuss existing regulations and policies (e.g., California Building Structure Code, Title 21);
- Discuss how energy demands in the county could be reduced; and
- Identify and discuss policy-based mitigation measures which could be included in the General Plan to reduce energy consumption and promote energy conservation to the extent feasible.

Geology and Soils. This section will discuss the potential for geologic hazards, including fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. It will rely on information from the Fresno County Multi-Hazard Mitigation Plan and General Plan Health and Safety Element. Other sources that may be consulted include the California Geologic Survey and the Department of Conservation, both of which maintain web-based geologic mapping data. In addition, analysis will include evaluation of the potential of erosion and loss of topsoil from construction of new development under General Plan buildout.

To address potential impacts to paleontological resources, Rincon will conduct a paleontological resources assessment to identify the geologic units in the County that may be impacted by future development, determine the paleontological sensitivity of geologic unit(s), assess potential for impacts to paleontological resources from future development, and recommend mitigation measures to avoid or mitigate potential impacts to scientifically significant paleontological resources. Given the size of the County, the assessment will focus primarily on the geologic units that are most prevalent in the County.

Minor or rarely occurring geologic units will not be the focus of the assessment. The paleontological resource assessment will consist of an online database search, review of existing geologic maps, and a review of primary literature regarding fossiliferous geologic units within the County. Rincon assumes that no field survey will be required.

Greenhouse Gas Emissions. The Greenhouse Gas Emissions/Climate Change section of the EIR will include an overview of the current regulatory framework regarding GHGs and climate change, including SB 32, SB 97, SB 375, and applicable Executive Orders, a discussion of the potential environmental effects of GHGs and climate change, and a discussion of applicable regional GHG emissions thresholds. The analysis of GHGs will rely on traffic modeling data provided by GHD (see Transportation/Traffic section described below) to estimate GHG emissions using the EMFAC 2014 model and will use the CalEEMod land use emissions forecast tool to estimate non-mobile emissions associated with growth accommodated by the General Plan. Rincon will describe any applicable emissions-reducing components of the General Plan and will compare forecast GHG emissions to applicable GHG guidelines for plan-level documents, including the General Plan policy framework, to applicable statewide emissions goals and policies. If required, Rincon will identify additional feasible policies and/or implementation measures to meet State and local emission reduction targets.

Hazards and Hazardous Materials. This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use, as well as hazards involving airports. The analysis will rely on data collected in support of the General Plan's Safety Element and other readily available information sources, including online hazardous material databases, cleanup records, the Regional Water Quality Control Board concerning past contaminant spills and/or cleanup activities within the county, and other environmental documents prepared for projects in the county. The hazardous materials analysis will involve qualitative discussions of the possibility that new development will either create the potential for hazardous conditions or be adversely affected by existing hazards. If required, Rincon will identify mitigation measures in the form of new hazard protection policies that can be incorporated into the General Plan. This scope of work does not include preparing a Phase I or Phase II Environmental Site Assessment.

Hydrology and Water Quality. This section will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. The existing hydrology, drainage, and flooding conditions in the county will be described generally and potential impacts relating to new development will be discussed conceptually. Information sources will include data collected in support of the Safety Element and Conservation Element as well as readily available data from such agencies as the Regional Water Quality Control Board.

The hydrology/water quality section of the EIR will address temporary hydrological changes during construction and long-term changes in hydrology/drainage due to the operation of uses within the County. The analysis will be qualitative, relying both on proposed General Plan policies and existing regulations (in particular, the National Pollutant Discharge Elimination System [NPDES] and related State and County requirements) to address potential impacts. As appropriate, additional policies to address hydrological or water quality impacts will be recommended as EIR mitigation.

Land Use and Planning. Rincon will prepare an objective discussion of whether and how the proposed General Plan is consistent with both existing county policy documents and regional planning policies, including those of the local air quality plan and the Fresno Council of Governments Regional

Transportation Plan and Sustainable Communities Strategy. This work scope anticipates that proposed policies will generally be consistent with those of other adopted policy documents. However, as appropriate, Rincon may recommend new or revised policies to address identified inconsistencies.

Noise. The noise analysis will programmatically examine temporary construction noise, traffic noise impacts to new receptors, and long-term operational noise.

Temporary construction noise will be assessed in a conceptual manner based on noise levels reported in the USEPA document Noise from Construction Equipment and Operations, standard noise attenuation rates, and proximity of existing development to areas where new construction activity could be likely to occur under the General Plan.

Long-term noise increases would occur primarily due to increased traffic on the area roadway system. Rincon will estimate future traffic noise based on the noise contour maps developed as part of the General Plan and data from the traffic analysis. The analysis will rely on available data from the General Plan to streamline the analytical effort. This work scope assumes that field noise measurements will not be required.

Using the existing and future traffic data from the traffic analysis prepared by GHD, Rincon will perform noise modeling using the Federal Highway Administration's Traffic Noise Model and prepare updated noise contours for existing and buildout conditions. The analysis will focus on street segments anticipated to experience substantial traffic increases and that are adjacent to sensitive noise receptors. Up to 12 road segments will be evaluated.

Noise from rail lines and airports will also be discussed. Information from these sources will come from background data collected in support of the proposed General Plan Noise Element.

As appropriate, Rincon will identify amendments to the proposed Noise Element policies or additional Noise Element policies to address any identified significant noise impacts.

Population and Housing. It is not anticipated that the proposed project would displace people or housing. Therefore, this section will focus on a comparison of existing baseline population and housing to regional growth forecasts for the area to determine the potential for the General Plan to induce substantial unplanned growth.

Public Services and Recreation. This section will address potential impacts relating to police protection and fire protection services, schools, and parks and recreational facilities. This section will use existing information and information from service providers to determine service levels and existing and projected gaps in service that may result from buildout of the General Plan. The determination of impacts will focus primarily on whether gaps in service would require the construction of new or expanded facilities, which in themselves would have physical environmental impacts.

The recreational analysis will evaluate potential impacts to county parks and recreational facilities. It is not anticipated that existing parks would be directly affected by potential new development; therefore, the analysis will focus on potential indirect effects related to increased demand for parks and recreational facilities. Demand will be forecast based on projected population growth and county estimates of per capita park demand. This analysis will rely on existing county data, planned improvements identified in

the General Plan, and policies in the Conservation and Open Space Elements. As necessary, proposed policies will be augmented with additional policies to be incorporated into the General Plan.

Transportation and Traffic. GHD will prepare a transportation and circulation assessment for the project as a subconsultant to Rincon. The transportation and circulation assessment, which will be used to inform and populate the transportation section of the EIR, will evaluate the following topics:

- Travel changes measured by VMT
- Roadway segment level of service relative to Congestion Management Program standards
- Air traffic levels and safety
- Hazards due to design features or incompatible uses
- Emergency access
- Conflicts with adopted policies, plans, or programs supporting alternative transportation, including transit service, bicycle travel, and pedestrian travel

Utilities and Service Systems. This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, and solid waste collection and disposal systems. The evaluations of service systems will involve contact with the service providers. Other information sources will include data on water, wastewater, and solid waste systems collected in support of the proposed General Plan.

While it is not anticipated that a formal Water Supply Assessment would be required for the General Plan process, the EIR will estimate and compare existing and projected future water supply associated with General Plan implementation to the capacities of existing and planned resources and facilities. Water supply information will be based on existing readily available information sources, such as Urban Water Management Plans or basin plans.

The analysis will rely on proposed General Plan policies and existing regulations and related county requirements to address potential impacts. If necessary, additional or revised policies to address utilities and service system impacts will be recommended as EIR mitigation.

Wildfire. This section will discuss the project's potential impacts related to wildfire risk, including the impact to emergency plans, exposure to wildfire risk, impacts of required infrastructure improvements, and exposure to other hazards associated with wildfire, using information from the California Department of Forestry and Fire Protection, the County's Multi-Hazard Mitigation Plan, and the Health and Safety Element of the General Plan.

Task 2.2 Draft Program EIR

Following one round of internal County staff comments on the ADPEIR, the Consultants will incorporate appropriate revisions to the ADPEIR and prepare a Screencheck Draft PEIR for one round of final internal and legal counsel review. The Consultants will prepare the Public Review Draft PEIR (DPEIR) for public circulation. The County will be responsible for submission of the DPEIR to the State Clearinghouse and

circulation to responsible agencies, and interested agencies, organizations, and persons. The DPEIR will be circulated for at least a 60-day public review period as per State legal requirements. The Consultants assume the County will be responsible for sending the DPEIR to the County Clerk and for all necessary noticing.

Task 2.3 Response to Comments

The Consultants will prepare draft Responses to Comments. The Consultants assume a total of 200 hours for preparation of the Responses to Comments. Additional time required due to a substantial number of comment letters, or comments that require significant coordination, will require additional funds beyond the proposed budget. As part of preparing the responses, the Consultants will conduct two internal County staff meetings of up to four hours in length, or four meetings of two hours each, to discuss comment responses. If additional time is required to discuss comment responses, further meetings can be scheduled and billed on a time and materials basis. Following receipt of consolidated internal comments on the draft responses, the Consultants will prepare the final Responses to Comments. The Consultants will conduct up to ~~three~~ two rounds of review and revisions to the Responses to Comments.

Task 2.4 Mitigation, Monitoring, and Reporting Program

Concurrent with the Responses to Comments report, the Consultants will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be included in the Final PEIR. The Consultants will conduct ~~three~~ two rounds of review and revision to the MMRP per consolidated comments from County staff.

Assumptions:

- For all deliverables, all County staff comments will be submitted to the Consultants in a single, consolidated Word document using Tracked Changes
- The County will submit all necessary documents and noticing to the County Clerk and State Clearinghouse
- The County will be responsible for securing venues for all in-person engagement and meeting activities, unless otherwise agreed and recorded by the Consultants
- County staff will be the point of contact for all comments received from the public
- The Consultants will have access to and coordinate with County legal counsel through the County project contact
- The Consultants will have the ADPEIR reviewed by their internal legal counsel
- The Consultants anticipate 200 hours to prepare Responses to Comments
- All deliverables of the EIR document (e.g., administrative draft, final, etc.) will be provided in English only

Deliverables:

- Administrative Draft PEIR (Word format)
- Screencheck ADPEIR (Word format)
- Revised ADPEIR (10 print and 10 USB format)
- Responses to Comments (Word format)
- Revised Responses to Comments (Word format)
- Mitigation, Monitoring, and Reporting Program (Word format)

- Revised MMRP (Word format)

Phase 3 Final Documents and Adoption

Task 3.1 Final PEIR

The Consultants will prepare the Final PEIR after receipt of all written comments received during the review period. The Final PEIR will consist of the comments, responses, and corrections to the Draft PEIR, if any are warranted. The Consultants will prepare a screencheck Final PEIR and draft Notice of Determination (NOD) for internal County staff review and confirmation. County staff will provide a single set of consolidated comments to the Consultants, who will revise the Final PEIR and format the document for certification.

The Consultants will prepare CEQA Findings, including any statement of overriding consideration for unavoidable significant impacts (if necessary). The draft findings would comply with Section 15091 and 15093 of the CEQA Guidelines and will be submitted in the County's preferred format.

Within five business days of PEIR certification and project approval, the County will submit the final NOD, as prepared and provided by the Consultants, to the County Clerk and/or State Clearinghouse. The Consultants assume the County will be responsible for payment of any required fees, including California Department of Fish and Wildlife fees.

Task 3.2 Screencheck and Final General Plan and Zoning Ordinance

Based on the results of the CEQA analysis, the Consultants will make final revisions to the draft General Plan and draft Zoning Ordinance and prepare the final screencheck General Plan and final screencheck Zoning Ordinance. The Consultants will submit the final screencheck documents to County staff for one round of review. The Consultants assume this review will not include any substantive comments or changes. Based on consolidated County staff comments, the Consultants will prepare the final General Plan and final Zoning Ordinance for adoption.

Assumptions:

- All County staff comments will be submitted to the Consultants in a single, consolidated Word document using Tracked Changes
- One round of revisions will be completed by the Consultants prior to County review and one round of revisions will be completed after County review.
- County staff will provide a preferred example for the CEQA Findings and Statement of Overriding Considerations

Deliverables:

- Screencheck Draft General Plan (Word and PDF format)
- Screencheck Draft Zoning Ordinance (Word and PDF format)
- Final General Plan and Background Report (Word and PDF format)
- Final Zoning Ordinance (Word and PDF format)
- Final PEIR (Word format)
- Revised Final PEIR (10 print and 10 USB format)

- Draft Notice of Determination (Word format)
- Notice of Determination (Word format)

Phase 4 Community Engagement and Meetings

Task 4.1 Project Coordination

To ensure the project is completed on time and on budget, the Consultants will hold project coordination calls with County staff on a bi-weekly basis. These calls will be 30 minutes in length and will include the Consultant project manager each week, with additional staff included as needed. Additional time has been included for weekly coordination meetings and/or extended calls during key points in the project process, such as during document reviews, preparation of Responses to Comments on the PEIR, and planning for community engagement activities.

The Consultants will conduct weekly internal project reviews, and provide written project updates on a monthly basis, sent with each invoice to the County. This update will be in memo format with a breakdown of work completed under each task, progress made toward task completion, and total budget spent and remaining under each task.

Task 4.2 Community Engagement

The Consultants will facilitate a community workshop series designed to collect meaningful public feedback on the revised Public Draft General Plan. This community engagement will include up to five (5) locations on five (5) separate evenings or weekends. Each workshop will be facilitated by the Consultants and County staff. The Consultants assume the workshops will be held over the course of a two-week period. If found to be favorable for attendance, one or more of the workshops may be conducted virtually or in pop-up format at an existing event location. Following the conclusion of all five workshops, the Consultants will provide a summary of the workshop results and utilize the summary when revising the General Plan as part of Task 1.1.

The Consultants will provide one promotional flyer design in postcard mailer or 8.5 x 11 format, one social media graphic, and language for up to eight social media pushes to facilitate attendance at the workshops. The consultants will coordinate printing of promotional materials, and the County will be responsible for any mailing or distribution. The Consultants understand the County has in-house marketing staff who may be able to assist with the above tasks. The Consultants will coordinate with staff on the information needed. .

The workshops will include an informational component, featuring large-format informational displays on the General Plan developed by the Consultants, and a PowerPoint presentation to welcome workshop attendees, describe the General Plan Update, and answer questions on the process. Written materials will be provided in English. This scope of work assumes that translation of materials, or any in-person translation, will be provided by County staff resources. An interactive open house component will be provided featuring activities designed to gather public feedback.

The Consultants assume two members of the Consultant team will attend each workshop.

Task 4.3 Disadvantaged Community Engagement

The Consultants will assist the County staff to facilitate engagement with residents of disadvantaged communities to get feedback on the Draft Environmental Justice goals, policies, and programs. We will work with the County staff to organize and facilitate up to two community workshops to present the Environmental Justice goals, policies, and programs; discuss the County's overall planning efforts; and

identify ways residents can more effectively participate in the planning process. The County will work with community groups as necessary to coordinate the workshops. Written materials will be provided in English. This scope of work assumes that any additional translation of materials, or any in-person translation, will be provided by County staff resources. The Consultants will provide a summary of the workshop results and utilize the summary when revising the Environmental Justice Element as part of Task 1.1.

The Consultants will provide one promotional flyer design in postcard mailer or 8.5 x 11 format, one social media graphic, and language for up to six social media pushes to facilitate attendance at the workshops. The consultants will coordinate printing of promotional materials, and the County will be responsible for any mailing or distribution. The Consultants understand the County has in-house marketing staff who may be able to assist with the above tasks. The Consultants will coordinate with staff on the information needed.

The Consultants assume two members of the Consultant team will attend each workshop.

Task 4.4 Planning Commission Public Hearings (3)

The Consultants will attend and participate in up to three (3) Planning Commission hearings to solicit comments and recommendations on the draft General Plan and Zoning Ordinance and certification of the PEIR. The Consultants will draft the staff reports for each hearing and provide support at the Planning Commission hearings by being available to answer questions about proposed provisions and discuss possible changes for consideration by the Board of Supervisors. The Consultants assume County staff will support the Consultants on answering questions specific to project occurrences prior to the start date of the most recently executed contract. The Consultants will work with the County staff to prepare a list of Planning Commission comments and recommendations to present to the Board of Supervisors.

The Consultants assume one round of revisions for each staff report, and that two Consultant team members will attend each of the Planning Commission hearings.

Task 4.5 Board of Supervisors Public Hearings (3)

The Consultants will attend and participate in up to three (3) Board of Supervisors hearings to review Planning Commission comments and recommendations; solicit final comments and recommendations; certify the PEIR, and adopt the General Plan and Zoning Ordinance. The Consultants will draft the staff reports for each hearing and provide support at the Board of Supervisors hearings by being available to answer questions about proposed provisions and discuss possible changes. The Consultants assume County staff will support the Consultants on answering questions specific to project occurrences prior to the start date of the most recently executed contract. The Consultants will work with County staff to prepare revised language based on the Board of Supervisors comments and recommendations for consideration at later hearings as needed.

The Consultants assume one round of revisions for each staff report, and that two Consultant team members will attend each of the Board of Supervisors hearings.

Assumptions:

- Mailing or distribution of promotional materials will be handled by County staff
- Social media posting and email notification for engagement will be handled by County staff
- Up to five (5) total posters will be created for the Community Workshops
- Posters will be reused for each Community Workshop
- Up to three (3) total posters will be created for the Disadvantaged Community Workshops

- County staff will provide written translation of materials into other desired languages
- In-person translation will be provided by County staff
- At least two members of the Consultant team will attend each workshop
- County staff will arrange venues and assist facilitating each workshop

Deliverables:

- Monthly project update memos (Word format)
- Up to two (2) 3.5 x 5 or 8.5 x 11 promotional flyer designs (digital format)
- Up to two (2) social media promotional designs (digital format)
- Language for up to fourteen (14) social media pushes (Word format)
- Up to eight (8) poster designs (digital format)
- Sign-up sheets for each in-person event (digital format)
- One Community Workshop presentation (digital format)
- One Disadvantaged Community Workshop presentation (digital format)
- One set of consolidated Community Workshop summary notes (Word format)
- One set of consolidated Disadvantaged Community Workshop summary notes (Word format)
- Up to six (6) public hearing presentations (digital format)

EXHIBIT C



RINCON CONSULTANTS, INC.

Fresno County General Plan Review, Zoning Ordinance Update, and PEIR

Cost Estimate

Tasks	Rincon Labor Classification →			Principal II	Principal I	Supervisor I	Senior Professional I	Professional IV	Professional III	Technical Editor	Production Specialist	Senior GIS Specialist	Clerical
	Labor Cost	Direct Expense	Hours	\$270	\$250	\$215	\$179	\$164	\$135	\$120	\$98	\$155	\$85
Phase 1: General Plan and Zoning Ordinance													
Task 1.1 Rincon/County Kick-off Meeting	\$4,452		24	2	4	2	6	2	8				
Task 1.2 Existing Document Review	\$8,202		50		4	4	10	8	24				
Task 1.3 Revised Draft General Plan and Zoning Ordinance	\$24,280		136		16		40	80					
Task Subtotal	\$36,934		210	2	24	6	56	90	32				
Phase 2: Environmental Review													
Task 2.1 Administrative Draft Program EIR	\$5,232		42	1	1		8			16			16
Executive Summary	\$1,638		10		2			2	6				
Introduction	\$3,248		19		1	6	2		10				
Project Description and Environmental Setting	\$5,038		31	1	2	4	2		18			4	
Analysis, Impacts, and Mitigation Measures													
Aesthetics	\$2,725		18		1	2			14			1	
Agricultural and Forestry Resources	\$2,750		18			4			14				
Air Quality	\$3,806		24		2	2	4		16				
Biological Resources (No Field Surveys)	\$4,896		30		2	4	4		14			6	
Cultural Resources (No Field Surveys)	\$4,786		29		1	8		4	16				
Energy	\$2,030		13		1	2			10				
Geology and Soils	\$2,400		15		1	3			10			1	
Greenhouse Gas Emissions	\$5,492		34		2	4	8		20				
Hazards and Hazardous Materials	\$2,300		15		1	2			12				
Hydrology and Water Quality	\$5,683		36		1	2	12		20			1	
Land Use and Planning	\$5,356		31		1	4		24				2	
Mineral Resources	\$1,490		9		1	2			6				
Noise	\$3,424		19		1		16					2	
Population and Housing	\$2,300		15		1	2			12				
Public Services	\$1,490		9		1	2			6				
Recreation	\$1,490		9		1	2			6				
Transportation and Traffic	\$2,010	\$36,800	12		2	2			8				
Tribal Resources	\$5,850		33		1	16			16				
Utilities and Service Systems	\$3,630		21		1	8			10			2	
Wildfire	\$2,460		1		1	4			10				
Other CEQA Required Sections and Discussions	\$3,160		19		1	6			12				
Alternatives (3)	\$11,700		66	2	8	16			24			16	
Task 2.2 Draft Program EIR	\$29,820	\$4,253	188	4	12	24	12	32	68	8		8	12
Task 2.3 Response to Comments	\$38,086		236	6	10	24	26	50	114		4		2
Task 2.4 Mitigation Monitoring and Reporting Program	\$14,678		90	4	12	12	20	42					
Task Subtotal	\$178,968	\$41,053	1091	14	64	167	106	132	514	24	12	43	30
Phase 3: Final Documents and Adoption													
Task 3.1 Final PEIR	\$10,026	\$4,253	60	4	6	10			36	2	2		
Findings and Statement of Overriding Considerations	\$11,154		64	4	4	16	6		32	2			
Task 3.2 Screencheck and Final GP and ZO	\$29,448		168		8	8	68	80		2	2		
Task Subtotal	\$50,628	\$4,253	292	8	18	34	74	80	68	6	4		
Phase 4: Community Engagement and Meetings													
Task 4.1 Project Coordination	\$61,500		318	18	40	80	100	60					20
Task 4.2 Community Engagement (5)	\$50,520		294		12		104	146				32	
Task 4.3 Disadvantaged Community Engagement (2)	\$29,816	\$5,261	172		6	8	60	74				24	
Task 4.4 Planning Commission Public Hearings (3) (includes Staff Reports)	\$38,472	\$2,761	204		6		88		48			8	
Task 4.5 Board of Supervisors Public Hearings (3) (includes Staff Reports)	\$38,472	\$790	204		60		88		48			8	
Task Subtotal	\$218,780	\$9,602	1,192	18		88	440	280	96			72	20
SUBTOTAL COST	\$ 485,310	\$ 54,908	2785	42	284	295	676	582	710	30	16	115	50

Direct Cost Detail

Vehicle Costs	\$ 1,170
Photocopies Double-Sided BW	\$ 8,000
Colored Copies Double-Sided or 11x17	\$ 238
Per Diem, Workshop Materials	\$ 8,300
USB Flash Drive	\$ 400
GHD	\$ 36,800
Subtotal Additional Costs:	\$ 54,908

Summary

Professional Fees Subtotal	\$485,310
Direct Costs Subtotal	\$54,908
TOTAL PROJECT BUDGET	\$ 540,218
Services Completed, Still to be Billed	\$ 86,840
Contingency	\$50,000
TOTAL WITH CONTINGENCY	\$ 677,058

Professional Services – are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

EXHIBIT D

Deliverable 1	
Services Completed to be Billed	\$ 86,840.00
Phase 1: General Plan and Zoning Ordinance (Tasks 1.1 through 1.3)	\$ 36,934.00
Total	\$ 123,774.00

Deliverable 2	
Phase 2: Environmental Review (Task 2.1)	\$ 133,184.00
Total	\$ 133,184.00

Deliverable 3	
Phase 2: Environmental Review (Tasks 2.2 through 2.4)	\$ 86,837.00
Total	\$ 86,837.00

Deliverable 4	
Phase 4: Community Engagement and Meetings (Tasks 4.1 through 4.3)	\$ 149,858.00
Total	\$ 149,858.00

Deliverable 5	
Phase 3: Final Documents and Adoption (Task 3.1, Findings, Task 3.2)	\$ 54,881.00
Total	\$ 54,881.00

Deliverable 6	
Phase 4: Community Engagement and Meetings (Tasks 4.4 and 4.5)	\$ 78,524.00
Total	\$ 78,524.00

Contingency	\$ 50,000.00
Total	\$ 50,000.00

Total Basic Fee:	\$ 627,058.00
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Total Basic and Contingency Fee:	\$ 677,058.00
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EXHIBIT E

EXTRA SERVICES

Extra Services shall be limited to those services reasonably necessary to complete the project work that County and Consultant mutually agree were not anticipated during the preparation of the work program proposal, when a request to perform such services was submitted by the Consultant and approved in writing by the Director or his designee prior to their performance.

In addition to the services addressed above, the Consultant shall have a legitimate basis pursuant to the provisions of the Consultant Agreement to request either authorization to provide Extra Services or a revision to the Work Program, Cost Estimate, and Work Schedule of the Agreement if any of the following occur:

1. County makes material modifications to the project subsequent to the approval of the Agreement, which necessitate making substantial and material changes in the project analysis, text tables, maps or figures.
2. Modifications are required to the Work Program due to comments received in response to the Notice of Preparation of the Draft EIR or public review of the project documents.
3. Technical, engineering, design, or other studies not specified in the Work Program are required for project analysis, mitigation measures or programs, the Mitigation Monitoring and Reporting Program, responses to comments on the Draft EIR, or other purposes.
4. In the event the project and/or the EIR is subject to litigation, additional work associated with the litigation is required such as reviewing or responding to briefs, giving depositions and appearing in court.

The total sum of compensation for Extra Services shall be limited to the amount deemed sufficient by the Director or his designee following discussion of the proposed scope of additional work with the Consultant which shall include representations made by the Consultant as to the reasonably-expected amount of time that will be required to fully perform all Extra Services discussed in said meetings(s) or telephone conferences.

EXHIBIT F

CONFLICT OF INTEREST CODE OF THE DEPARTMENT OF PUBLIC WORKS AND PLANNING

Exhibit "E" is a copy of Resolution #99-086 adopted by the Board of Supervisors on February 23, 1999 that references California Code of Regulations Section 18730. Consultants are listed on Exhibit A of the Resolution with the following note:

* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not fully required to comply with the disclosure requirements of this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT G

SELF-DEALING TRANSACTION DISCLOSURE FORM

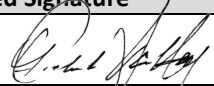
In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:	Richard Daulton	Date:	November 5, 2021
Job Title:	Vice President		
(2) Company/Agency Name and Address:			
Rincon Consultants, Inc. 7080 N Whitney Ave. #101 Fresno, CA 93720			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
No Rincon Consultants, Inc. board member is a party to any self-dealing transactions.			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
N/A			
(5) Authorized Signature			
Signature:		Date:	November 5, 2021