

1                    AMENDED AND RESTATED CONSULTANT AGREEMENT

2  
3 This AMENDED AND RESTATED CONSULTANT AGREEMENT ("Agreement"), made and  
4 entered into this 14th day of April 2020 ("Execution Date"), amends and restates  
5 County of Fresno agreement number 15-530 (the "Original Agreement") executed October 13,  
6 2015 by and between the COUNTY OF FRESNO ("County"), a political subdivision of the State  
7 of California, and the consulting firm of Mintier Harnish LP ("Consultant"), a California Limited  
8 Partnership, The County and Consultant may collectively be referred to herein as "parties" and  
9 singularly as a "party."

10                    RECITALS:

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

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

23                WHEREAS, the Consultant understands that it must meet the requirements for an  
24 interdisciplinary approach in the preparation of the EIR, as specified in Article 9 of the CEQA  
25 Guidelines (Section 15120 – 15132), and that the Consultant must have no interest, financial  
26 or otherwise, in the outcome of the Proposed Project or any related projects; and,

27                WHEREAS, the Consultant represents that it is qualified, able and willing to prepare a  
28 legally adequate EIR and to otherwise deliver the necessary environmental consulting services

as are required by the County and as are required by law for the Project, which representation the County specifically relies upon; and,

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

WHEREAS, the parties have performed work under the Original Agreement; and

WHEREAS, the parties now wish to amend the project description and scope of work, and, by this Agreement, to amend and restate the Original Agreement in its entirety; and

WHEREAS, a revised copy of the Project Description is attached hereto as Exhibit "A."

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

1. Obligations of the Consultant

A. Consultant shall not initiate any work associated with this Agreement unless and until receipt of a Notice to Proceed is issued by the County. Upon Consultant's receipt of written request by the County to proceed with identified work, the Consultant shall prepare, an EIR for the Proposed Project which shall comply with CEQA and conform to the "Work Program," consisting of the documents attached hereto as Exhibits "B-1 Original Scope of Work," "B-2 Amended Scope of Work," "C Revised Deliverable Table," and "D Revised Budget Sheet" and incorporated herein by reference.

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

C. The Consultant shall not revise the approved Work Program, Work Schedule or replace any Sub-consultant selected to prepare any part of the EIR without the prior written consent of the Director. The Consultant Project Manager shall be Rick Rust, email rick@mintierharnish.com. Any changes to the Consultant Project Manager will require prior written consent of the Director.

1 D. The Consultant shall at most conduct two (2) scoping meetings for the  
2 Notice of Preparation (NOP), and at most one (1) public meeting for the Draft EIR.

3 2. Obligations of the County

4 A. The County shall make available to the Consultant all documents, studies,  
5 and other information, not otherwise confidential or privileged, in its possession related to the  
6 project.

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

9 C. The County shall arrange for publication of the NOP, mail required notices  
10 to public agencies and interest groups.

11 D. The County will work with the Consultant to make arrangements for  
12 meetings with the public agencies and the public and the County requests the Consultant to  
13 conduct such meetings.

14 E. The deadlines for performance by the County or its officers and  
15 employees set forth herein are directory only, and the failure of the County to meet such  
16 deadlines shall not be a breach of this Agreement. The County shall exercise good faith to  
17 meet all deadlines and shall promptly notify the Consultant of any delays.

18 3. Compensation

19 A. Fee for Services: The total compensation for the services performed  
20 under this Agreement shall not exceed One Million, One Hundred and Twenty-Eight Thousand,  
21 Two Hundred and Seventy-Five Dollars (\$1,128,275), inclusive of both the revised basic fee  
22 and extra services described more fully in Sections 3.A and 3.C of this Agreement. The  
23 County shall pay the Consultant a revised basic fee in the total sum of One Million, Two  
24 Thousand, Nine Hundred and Twenty-Five Dollars (\$1,002,925.00) which consists of an  
25 additional Two Hundred and Seventy-Eight Thousand, Two Hundred and Seventy-Five Dollars  
26 (\$278,275.00) for the Amended Scope of Work added to the total sum of the Original Scope of  
27 Work of Seven Hundred Twenty-Four Thousand, Six Hundred and Fifty Dollars (\$724,650.00).  
28 This revised basic fee is the entire consideration to be paid by the County to the Consultant for

1 all services performed by the Consultant, except as otherwise provided in Subsection 3.C of  
2 this Agreement. The total charge for Extra Services shall not exceed the sum of One Hundred  
3 Twenty-Five Thousand, Three Hundred and Fifty Dollars (\$125,350.00). Exhibit D attached to  
4 this Agreement, is the detailed revised budget for the work to be performed including  
5 contingency. In the event the parties hereto disagree as to whether certain services are  
6 included in the basic fee, the Director shall, in the Director's reasonable discretion, make the  
7 determination as to the characterization of such services. The Director will be guided by, but  
8 not be required to follow the Consultant's Work Program of this Agreement in determining  
9 whether certain services are included in the basic fee. The Director's determination shall be  
10 conclusive and binding upon the parties hereto.

11 B. Contract Deliverables: Consultant and County agree that the EIR shall be  
12 prepared in phases that shall consist of sixteen (16) Contract Deliverable increments. A  
13 Contract Deliverable shall be considered to have been completed only after all the tasks  
14 identified for that Contract Deliverable have been completed to the satisfaction of the County.  
15 All Tasks shall be completed according to Work Program, including the Table attached to  
16 Exhibit "C". Upon completion of a Contract Deliverable and delivery to the County, the  
17 Consultant may submit an invoice for that Contract Deliverable. The Director or his designee  
18 must first accept a Contract Deliverable in writing before the Consultant's invoice for payment  
19 can be accepted for processing. The County is not required to pay the Consultant or to  
20 process an invoice until the Director accepts the applicable Contract Deliverable.

21 (1) Contract Deliverable I has been completed and consisted of all  
22 work performed by the Consultant to complete Task 1.1, Administrative Draft Background  
23 Report (40%), Ongoing Project Management, Coordination Meetings, Invoicing, Printing  
24 Materials and Reports, Travel Expenses and Transmittal Expenses as identified in Work  
25 Program and acceptance of the foresaid documents by the County.

26 (2) Contract Deliverable II has been completed and consisted of all  
27 work performed by the Consultant to complete Task 1.1, Administrative Draft Background  
28 Report (40%), Ongoing Project Management, Coordination Meetings, Invoicing, Printing

1 Materials and Reports, Travel Expenses and Transmittal Expenses as identified in Work  
2 Program and acceptance of foresaid documents by the County.

3 (3) Contract Deliverable III has been completed and consisted of all  
4 work performed by the Consultant to complete Task 1.1, Administrative Draft Background  
5 Report (20%), Task 1.2, Public Review of Draft Background Report Ongoing Project  
6 Management, Coordination Meetings, Invoicing, Printing Materials and Reports, Travel  
7 Expenses and Transmittal Expenses as identified in the Work Program, and acceptance of  
8 foresaid documents by the County.

9 (4) Contract Deliverable IV has been completed and consisted of all  
10 work performed by the Consultant to complete Task 2.1, Admin Draft Policy Document  
11 Revisions, Task 2.2, Public Review of Draft Policy Document Revisions, Task 3.1 Public  
12 Review and Referrals (70%), Ongoing Project Management, Coordination Meetings, Invoicing,  
13 Printing Materials and Reports, Travel Expenses and Transmittal Expenses as identified in the  
14 Work Program, and acceptance of foresaid documents by the County.

15 (5) Contract Deliverable V has been completed and consisted of all  
16 work performed by the Consultant to complete Task 3.3, Board of Supervisors Study Session,  
17 Task 3.4, Revised Public Review of General Plan and Zoning Ordinance, Ongoing Project  
18 Management, Coordination Meetings, Invoicing, Printing Materials and Reports, Travel  
19 Expenses and Transmittal Expenses as identified in the Work Program, and acceptance of  
20 foresaid documents by the County.

21 (6) Contract Deliverable VI shall consist of all work performed by the  
22 Consultant to complete Task 1.3 Administrative Draft Background Report Environmental  
23 Justice Planning Modifications, Task 1.4 Administrative Draft Background Report  
24 Environmental Modifications, Task 1.5 Administrative Draft Background Report Mobility  
25 Modifications, Task 1.6 Revised Administrative Draft Background Report, Task 1.7 Revised  
26 Public Review Draft Background Report, Ongoing Project Management, Coordination  
27 Meetings, Invoicing, Printing Materials and Reports, Travel Expenses and Transmittal  
28 Expenses as identified in the Work Program, and acceptance of foresaid documents by the

County.

(7) Contract Deliverable VII shall consist of all work performed by the Consultant to complete Task 2.3 Policy Document Revisions (Environmental Justice and Safety Element), Task 2.4 Administrative Draft Policy Document Revisions, Task 2.5 Public Review Draft Policy Document Revisions, , Ongoing Project Management, Coordination Meetings, Invoicing, Printing Materials and Reports, Travel Expenses and Transmittal Expenses as identified in the Work Program, and acceptance of foresaid documents by the County.

(8) Contract Deliverable VIII shall consist of all work performed by the Consultant to revise Task 3.1 Public Review and Referrals (30%), Ongoing Project Management, Coordination Meetings, Invoicing, Printing Materials and Reports, Travel Expenses and Transmittal Expenses as identified in the Work Program, and acceptance of foresaid documents by the County.

(9) Contract Deliverable IX shall consist of all work performed by the Consultant to complete Task 3.2, Planning Commission Study Session, Task 3.3, Board of Supervisors Study Session, Ongoing Project Management, Coordination Meetings, Invoicing, Printing Materials and Reports, Travel Expenses and Transmittal Expenses as identified in the Work Program, and acceptance of foresaid documents by the County.

(10) Contract Deliverable X shall consist of all work performed by the Consultant to complete Task 6.1 Community Engagement with up to Five (5) Public Workshops, Task 6.2 Disadvantaged Community Engagement with up to Two (2) Community Workshops, Ongoing Project Management, Coordination Meetings, Invoicing, Printing Materials and Reports, Travel Expenses and Transmittal Expenses as identified in the Work Program, and acceptance of foresaid documents by the County.

(11) Contract Deliverable XI shall consist of all work performed by the Consultant to complete Task 3.5 Zoning Ordinance Update Objective Design Standards for Multifamily Housing, Ongoing Project Management, Coordination Meetings, Invoicing, Printing Materials and Reports, Travel Expenses and Transmittal Expenses as identified in the Work

1 Program, and acceptance of foresaid documents by the County.

2 (12) Contract Deliverable XII shall consist of all work performed by the  
3 Consultant to complete Task 4.1 Draft and Final Notice of Preparation (28%), Task 4.2,  
4 Scoping Meeting (58%), and progress on Task 4.3 Administrative Draft Program EIR (50%),  
5 Ongoing Project Management, Coordination Meetings, Invoicing, Printing Materials and  
6 Reports, Travel Expenses and Transmittal Expenses as identified in the Work Program and  
7 acceptance of foresaid documents by the County.

8 (13) Contract Deliverable XIII shall consist of Task 4.3 Administrative  
9 Draft Program EIR (50%), Task 4.4 Draft Program EIR, Ongoing Project Management,  
10 Coordination Meetings, Invoicing, Printing Materials and Reports, Travel Expenses and  
11 Transmittal Expenses as identified in the Work Program and acceptance of foresaid  
12 documents by the County.

13 (14) Contract Deliverable XIV shall consist of Task 4.5 Response to  
14 Comments, Task 4.6 Mitigation Monitoring and Reporting Program, Task 4.7 CEQA  
15 Findings/Statement of Overriding Considerations, Task 5.1 Final PEIR, Ongoing Project  
16 Management, Coordination Meetings, Invoicing, Printing Materials and Reports, Travel  
17 Expenses and Transmittal Expenses as identified in the Work Program and acceptance of  
18 foresaid documents by the County.

19 (15) Contract Deliverable XV shall consist of Task 5.2 Screencheck and  
20 Final General Plan and Zoning Code, Task 5.3 Planning Commission Public Hearings (3),  
21 Ongoing Project Management, Coordination Meetings, Invoicing, Printing Materials and  
22 Reports, Travel Expenses and Transmittal Expenses as identified in the Work Program and  
23 acceptance of foresaid documents by the County.

24 (16) Contract Deliverable XVI shall consist Task 5.4 Board of  
25 Supervisors Public Hearings (3), Ongoing Project Management, Coordination Meetings,  
26 Invoicing, Printing Materials and Reports, Travel Expenses and Transmittal Expenses as  
27 identified in the Work Program and acceptance of foresaid documents by the County.

28 (17) Upon receipt of a proper invoice following acceptance of a Contract

Deliverable, pursuant to 3.B the County will take a maximum of ten (10) calendar days to review, approve and submit the invoice to the County Auditor-Controller/Treasurer-Tax Collector. Invoices will be paid to the Consultant within forty-five (45) calendar days after receipt of an approved invoice by the County Auditor-Controller/Treasurer Tax Collector. This total sum shall be paid to the Consultant as follows:

(a) Contract Deliverable I

The first payment to the Consultant was made and consisted of Seventy-Nine Thousand, One Hundred Eighty Dollars (\$79,180.00). This amount is approximately 7.9% of the total basic fee.

(b) Contract Deliverable II

The second payment to the Consultant was made and consisted of Seventy-Nine Thousand, One Hundred Eighty Dollars (\$79,180.00). This amount is approximately 7.9% of the total basic fee.

(c) Contract Deliverable III

The third payment of the Consultant was made and consisted of Seventy-Two Thousand, Nine Hundred Thirty-Two Dollars (\$72,932.00). This amount is approximately 7.3% of the total basic fee.

(d) Contract Deliverable IV

The fourth payment of the Consultant was made and consisted of Ninety-Five Thousand, Two Hundred Ninety-Four Dollars (\$95,294.00). This amount is approximately 9.5% of the total basic fee.

(e) Contract Deliverable V

The fifth payment of the Consultant was made and consisted of Forty-Five Thousand, Seven Hundred Twenty-Five Dollars (\$45,725.00). This amount is approximately 4.6% of the total basic fee.

(f) Contract Deliverable VI

The sixth payment of the Consultant shall consist of Forty-Eight Thousand, Four Hundred Seventy-Nine Dollars (\$48,479.00). This amount is



1 approximately 4.8% of the total basic fee. The County shall make payment of the said amount  
2 only after it has accepted Contract Deliverable VI, and receipt of a proper invoice pursuant to  
3 3.B, above.

4 (g) Contract Deliverable VII

5 The seventh payment of the Consultant shall consist of  
6 Thirty Thousand, Six Hundred Sixty-Three Dollars (\$30,663.00). This amount is approximately  
7 3.1% of the total basic fee. The County shall make payment of the said amount only after it  
8 has accepted Contract Deliverable VII, and receipt of a proper invoice pursuant to 3.B, above.

9 (h) Contract Deliverable VIII

10 The eighth payment of the Consultant shall consist of Eleven  
11 Thousand, Eighty-One Dollars (\$11,081.00). This amount is approximately 1.1% of the total  
12 basic fee. The County shall make payment of the said amount only after it has accepted  
13 Contract Deliverable VIII, and receipt of a proper invoice pursuant to 3.B, above.

14 (i) Contract Deliverable IX

15 The ninth payment of the Consultant shall consist of Twenty  
16 Thousand, Seven Hundred Sixty-Seven Dollars (\$20,767.00). This amount is approximately  
17 2.1% of the total basic fee. The County shall make payment of the said amount only after it  
18 has accepted Contract Deliverable IX, and receipt of a proper invoice pursuant to 3.B, above.

19 (j) Contract Deliverable X

20 The tenth payment of the Consultant shall consist of  
21 Seventy-Seven Thousand, Nine Hundred Ninety-Five Dollars (\$77,995.00). This amount is  
22 approximately 7.8% of the total basic fee. The County shall make payment of the said amount  
23 only after it has accepted Contract Deliverable IX, and receipt of a proper invoice pursuant to  
24 3.B, above.

25 (k) Contract Deliverable XI

26 The eleventh payment of the Consultant shall consist of  
27 Twenty-Eight Thousand, Two Hundred Sixty-Seven Dollars (\$28,267.00). This amount is  
28 approximately 2.8% of the total basic fee. The County shall make payment of the said amount

only after it has accepted Contract Deliverable XI, and receipt of a proper invoice pursuant to 3.B, above.

(l) Contract Deliverable XII

The twelfth payment of the Consultant shall consist of One Hundred and Seven Thousand, Fifty-Nine Dollars (\$107,059.00). This amount is approximately 10.7% of the total basic fee. The County shall make payment of the said amount only after it has accepted Contract Deliverable XII, and receipt of a proper invoice pursuant to 3.B, above.

(m) Contract Deliverable XIII

The thirteenth payment of the Consultant shall consist of One Hundred Thirty-Two Thousand, Sixteen Dollars (\$132,016.00). This amount is approximately 13.2% of the total basic fee. The County shall make payment of the said amount only after it has accepted Contract Deliverable XIII, and receipt of a proper invoice pursuant to 3.B, above.

(n) Contract Deliverable XIV

The fourteenth payment of the Consultant shall consist of Eighty-Seven Thousand, Seven Hundred Five Dollars (\$87,705.00). This amount is approximately 8.7% of the total basic fee. The County shall make payment of the said amount only after it has accepted Contract Deliverable XIV, and receipt of a proper invoice pursuant to 3.B, above.

(o) Contract Deliverable XV

The fifteenth payment of the Consultant shall consist of Fifty-Six Thousand, Nine Hundred Thirty-Nine Dollars (\$56,939.00). This amount is approximately 5.7% of the total basic fee. The County shall make payment of the said amount only after it has accepted Contract Deliverable XV, and receipt of a proper invoice pursuant to 3.B, above.

(p) Contract Deliverable XVI

The sixteenth payment of the Consultant shall consist of Twenty-Nine Thousand, Six Hundred Forty-Three Dollars (\$29,643.00). This amount is

1 approximately 3% of the total basic fee. The County shall make payment of the said amount  
2 only after it has accepted Contract Deliverable XVI, and receipt of a proper invoice pursuant to  
3 3.B, above.

4 C. Extra Services

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

12 (2) The Extra Services which may be authorized are limited to those  
13 subjects set forth in Exhibit "E", a copy of which is attached hereto and incorporated herein by  
14 reference. The Consultant shall not perform any Extra Services without prior written  
15 authorization from the Director or the Director's designee. The total charge for all such Extra  
16 Services shall not exceed the sum of the remaining balance of One Hundred Thousand,  
17 Seventy-Five Dollars (\$100,075.00) which is the remaining unexpended balance of the original  
18 One Hundred Twenty-Five Thousand, Three Hundred and Fifty Dollars, (\$125,350.00) for  
19 Extra Services.

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

1 confirm with the Director or the Director's designee that the costs associated with the Extra  
2 Service has been approved prior to the performance of the Extra Services work by the  
3 Consultant.

4 D. Consultant to Bear Expenses

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

7 4. Hold Harmless and Insurance

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

21 B. Without limiting the County's right to obtain indemnification from the  
22 Consultant or any third parties, the Consultant, at its sole expense, shall maintain in full force  
23 and effect the following insurance policies throughout the term of this Agreement: (1)  
24 Commercial General Liability Insurance with limits of not less than One-Million Dollars  
25 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This  
26 policy shall be issued on a per occurrence basis. County may require specific coverages  
27 including completed operations, products liability, contractual liability, Explosion-Collapse-  
28 Underground, fire legal liability or any other liability insurance deemed necessary because of the

1 nature of this contract; (2) Comprehensive Automobile Liability Insurance with limits for bodily  
2 injury of not less than Two-Hundred Fifty-Thousand Dollars (\$250,000.00) per person, Five-  
3 Hundred- Thousand Dollars (\$500,000.00) per accident and for property damages of not less  
4 than Fifty-Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five-  
5 Hundred-Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned  
6 vehicles used in connection with this Agreement; (3) Professional Liability Insurance, if Consultant  
7 employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services,  
8 with limits of not less than One-Million Dollars (\$1,000,000.00) per occurrence, Two-Million  
9 Dollars (\$2,000,000.00) annual aggregate; and (4) A policy of Worker's Compensation insurance  
10 as may be required by the California Labor Code.

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

19               Prior to the commencement of performing its obligations under this  
20 Agreement, the Consultant shall provide certificates of insurance on the foregoing policies, as  
21 required herein, to the County's Department of Public Works and Planning, stating that such  
22 insurance coverages have been obtained and are in full force; that the County, its officers,  
23 agents, and employees shall not be responsible for any premiums on the policies; that such  
24 insurance (general liability and automobile liability only) names the County, its officers, agents,  
25 and employees, individually and collectively, as additional insured, but only insofar as the  
26 operations under this contract are concerned; that such coverages for additional insured shall  
27 apply as primary insurance and any other insurance, or self-insurance, maintained by the  
28 County, its officers, agents, and employees, shall be excess only and not contributing with

1 insurance provided under the Consultant's policies herein; and that this insurance shall not be  
2 canceled or changed without a minimum thirty (30) days advance, written notice given to the  
3 County.

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

7 5. Breach and Termination

8 A. This Agreement may be immediately terminated by the County upon  
9 written notice to the Consultant if the Consultant fails to comply with any or all of the terms of  
10 this Agreement or the Applicant requests that the County discontinues processing the  
11 Proposed Project. In no event shall any payment by the County constitute a waiver by the  
12 County of any breach of this Agreement or any default which may then exist on the part of the  
13 Consultant. The County's termination of this Agreement due to the Consultant's breach shall  
14 not limit the rights of the County to seek other relief, including the recovery of damages.

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

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

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

- 28 1. An illegal or improper use of funds;

- 1                                2.     A failure to comply with any term of this Agreement;  
2                                3.     A substantially incorrect or incomplete report submitted to the  
3 County;  
4                                4.     Inadequately performed services, as may be determined by  
5 Director.

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

9                                6.     Work Product

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

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

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

28                              D.     The Consultant shall provide (submit, reproduce and distribute) a Draft

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

7. Time of Performance

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

8. Independent Contractor

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



1 Because of its status as an independent contractor, the Consultant shall have  
2 absolutely no right to any and all employment rights and benefits available to County  
3 employees. The Consultant shall be solely liable and responsible for providing to, or on behalf  
4 of its employees, all legally-required employees benefits. In addition, the Consultant shall be  
5 solely responsible and save the County harmless from all matters relating to payment of the  
6 Consultant's employees, including compliance with Social Security withholding, and all other  
7 regulations governing such matters. It is acknowledged that during the term of this Agreement,  
8 Consultant may be providing services to others unrelated to the County or to this Agreement.

9 9. Conflict of Interest

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

13 10. Governing Law

14 The rights and obligations of the parties and all interpretations and performance  
15 of this Agreement shall be governed in all respects by the laws of the State of California.

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

20 11. Amendments

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

25 12. Compliance with Laws

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

1           13.   Audits and Inspections

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

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

10          14.   Maintain and Provide Administrative Record

11          The Consultant shall prepare and assemble the Administrative Record and  
12 furnish it to the County after the Notice of Determination, and the Findings and Statement of  
13 Overriding Consideration, are filed with the County Clerk Officer. The Administrative Record is  
14 the entirety of the information relied upon to prepare the EIR. The Administrative Record is  
15 inclusive of all information and analyses either generated or obtained from other sources, or  
16 used to support documentation and analyses. A complete Administrative Record is the  
17 entirety of the information relied upon within the Consultant's possession, plus all information in  
18 other locations listed in the references. Information listed in the references at other locations  
19 does not have to be included. The Consultant shall organize the information comprising the  
20 Administrative Record as an accessible file, indexed by topic to the extent possible, and submit  
21 this record to County.

22          15.   Contract Administration

23          The Consultant shall notify its appropriate employees of the individual whom the  
24 County designates as the County Contract Administrator for this EIR. All routine  
25 correspondence and telecommunications related to Contract performance and related issues  
26 should be addressed as follows:

27       ///

28       ///

Chris Motta, Principal Planner  
Department of Public Works and Planning  
Development Services Division  
2220 Tulare Street, 6<sup>th</sup> floor  
Fresno, CA 93721  
Phone: (559) 600-4497  
Fax: (559) 600-4200  
e-mail: cmotta@fresnocountyca.gov

16. Entire Agreement

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

17. Construction of Agreement

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

**COUNTY:**

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

**CONSULTANT:**

Jim Harnish, Principal/Owner  
1415 20<sup>th</sup> Street  
Sacramento, CA 95811  
PH # (916) 446-0522

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

19. Non-Assignment

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

20. Consultant's Legal Authority

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

22. Disclosure of Self-Dealing Transactions

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

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

1           23.   Term of Agreement

2                   This Agreement shall become effective upon Execution Date and shall terminate  
3 following final payment under the Agreement, unless otherwise terminated as provided herein.

4                                   [Signature page follows.]

5   ///

6   ///

7   ///

8   ///

9   ///

10   ///

11   ///

12   ///

13   ///

14   ///

15   ///

16   ///

17   ///

18   ///

19   ///

20   ///

21   ///

22   ///

23   ///

24   ///

25   ///

26   ///

27   ///

28   ///

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

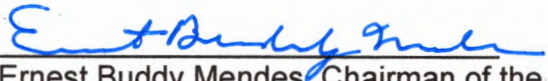
3  
4 **CONSULTANT:**  
5 MINTIER HARNISH, LP

6  
7 BY:   
8 Jim Harnish, Principal/Owner

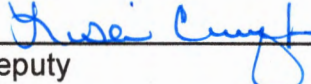
9  
10 FEDERAL ID NO.: 26-3650233

11  
12  
13 ORG. NO.: 2540  
14 SUBCLASS NO.: 10000  
15 FUND NO.: 0001  
16 ACCOUNT NO.: 7295

**COUNTY OF FRESNO:**

BY:   
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of  
Fresno

**ATTEST:**  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

BY:   
Deputy

## **EXHIBIT A**

### **Revised Project Description**

The County of Fresno is conducting a Review of its 2000 General Plan and is initiating a comprehensive update to its Zoning Ordinance. The County, with assistance from Mintier Harnish, 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 assistance of Mintier Harnish and Jacobson & Wack, 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 2040. 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-1**

## **FRESNO COUNTY**

### **GENERAL PLAN REVIEW, ZONING ORDINANCE UPDATE, AND PEIR**

### **ORIGINAL SCOPE OF WORK**

#### **Phase 1: Background Report Preparation**

##### **Task 1.1 Administrative Draft Background Report**

The Consultants will prepare an administrative draft General Plan Background Report for review by County staff. The Background Report will address the requirements of State General Plan law, and serve as the existing conditions section of the Program EIR (see Phase 4). While the Consultants will reference the existing 2000 General Plan Background Report as a part of this task, the Consultants assume that the draft Background Report will be prepared as a new document.

The Background Report will include maps, graphics (e.g., charts, graphs), and photographs to illustrate trends and make information easy to understand. Each topic area of the report will be organized as follows:

- ***Introduction*** to the topic area, its planning implications, and why it is important to Fresno County.
- ***Findings*** of the information as it relates to Fresno County's present and future.
- ***Regulatory Setting*** that governs the topics discussed.
- ***Existing Setting*** that describes on-the-ground conditions in and around Fresno County.
- ***Key Terms*** to be familiar within the context of planning and the General Plan.
- ***References*** for documents, data, and individuals sourced.

The Background Report for Fresno County will cover, at a minimum, the following topics:

- Demographics and Employment
  - Population and Household Trends
  - Employment and Industry Trends
  - Population and Employment Projections
- Land Use and Community Character
  - Planning Boundaries
  - Annexation and Development Trends
  - Existing Land Use
  - General Plan and Community Plan Land Use Designations
  - Existing Zoning
  - Development Capacity
  - City Land Use Plans
  - Other Agency Plans
  - Military Institutions and Installations (SB 1468)
  - Disadvantaged Unincorporated Communities (SB 244)
- Housing (*see existing Housing Element*)
- Transportation and Mobility
  - Roadways and Functional Classifications



- Existing Level of Service (LOS) on up to 100 road segments based on daily traffic volumes (no new traffic counts are included in this scope of work)
  - Existing Vehicle Miles of Travel (VMT) on State and Local roads
  - Bikeways and Trails
  - Pedestrian Facilities
  - Transit Service (Local and Intercity Bus/Rail)
  - Goods Movement (Truck/Rail)
  - Aviation Facilities and Service
  - Transportation Demand/System Management
  - Programmed Transportation Improvements
- Public Facilities, Services, and Infrastructure
  - Water Supply, Treatment, and Delivery
  - Wastewater Collection and Treatment
  - Storm Drainage and Flood Protection
  - Solid and Hazardous Waste Disposal and Recycling
  - Utilities and Major Utility Corridors (gas, electric)
  - Telecommunications
  - Law Enforcement
  - Fire Protection
  - Emergency Services
  - Medical Services
  - Schools and Childcare
  - County Services
- Natural Resources
  - Water Resources (groundwater, surface water)
  - Air Quality
  - Biological
  - Habitat/Wildlife Corridors
  - Agriculture
  - Open Space
  - Scenic Resources
  - Recreation
  - Mineral Resources
  - Renewable Energy Resources
  - Oil and Gas Resources
  - Cultural and Paleontological Resources
- Hazards and Safety
  - Seismic and Geologic
  - Flood Hazards (AB 162/SB 5)
  - Fire Hazards
  - Aviation Hazards
  - Hazardous Materials
- Climate Change
  - Greenhouse Gas Emissions Inventory
  - Greenhouse Gas Forecasts and Reductions
  - Climate Change Effects and Impacts
  - Regional and Local Climate Action Plans and Programs
- Noise
  - Ground Transportation
  - Aircraft
  - Non-transportation sources

### **Task 1.2 Public Review Draft Background Report**

Based on comments from County staff, the Consultants will prepare the public review draft Background Report. The public review draft Background Report will be prepared in conjunction with revisions to the draft Policy Document. The Consultants assume that the public review draft Background Report will be published at the same time as the public review draft Policy Document (Phase 2).

## **Phase 2: Policy Document Revision**

### **Task 2.1 Administrative Draft Policy Document Revisions**

The Consultants will revise the existing draft General Plan Policy Document (September 2014) based on public comments provided to the County, to address State Planning Law (e.g., Flood Risk [AB162/SB5], Complete Streets [AB 1358], Military Facilities [SB 1468, SB 926], Air Quality [AB 170], and Groundwater [SGMA]), and to reflect a revised planning horizon (e.g., 2040). The Policy Document will also be prepared as the County's qualified plan for the reduction of greenhouse gas emissions pursuant to CEQA Guidelines Section 15183.5(b).

The Consultants will prepare an administrative draft General Plan Policy Document for review by County staff. The Policy Document will be updated using Microsoft Word track changes to show how the document is being revised. The Consultants will work with County staff to collect, address, and respond to public comments.

### **Task 2.2 Public Review Draft Policy Document Revisions**

Based on comments from County staff, the Consultants will update the draft Policy Document and prepare the Public Review Draft Policy Document. The Policy Document will be prepared in conjunction with revisions to the draft Background Report. The Consultants assume that the public review draft Policy Document will be published at the same time as the public review draft Background Report (Phase 2).

## **Phase 3: Draft General Plan and Zoning Ordinance Public Review**

### **Task 3.1 Public Review and Referrals**

The Consultants will work with County staff to publish the public review draft General Plan (i.e., Background Report and Policy Document) and the public review draft Zoning Ordinance. The Consultants will provide the draft documents to the County in PDF format for posting to the County's website. If desired by the County, the Consultants will prepare and publish an e-Blast notifying the public that the documents are available for review. The Consultants assume the County will provide a list of email contacts.

State law requires consultation with a variety of Federal, State, regional, and local agencies whenever a jurisdiction updates or amends its general plan (e.g., Central Valley Flood Protection Board, Native American Tribes, Military Branches). These statutes are located throughout the Government Code and have varying requirements for when draft and final documents must be submitted for review and how long agencies have to review and provide comments. The Consultants will provide to the County a checklist of agency consultation requirements to ensure the County provides the draft General Plan to the appropriate agencies.

### **Task 3.2 Planning Commission Study Session**

The Consultants will facilitate three study sessions with the Planning Commission to review the public review draft Background Report, Policy Document and Zoning Ordinance. The Consultants will present the major findings from the Background Report, proposed changes to the Policy Document, and new Zoning

Ordinance. Following the presentation, the Consultants will facilitate a discussion with the Planning Commission, answer questions, and solicit comments on the draft documents for consideration by the Board of Supervisors. The Consultants will prepare a draft staff report for County staff review and use.

### **Task 3.3 Board of Supervisors Study Session**

The Consultants will facilitate three study sessions with the Board of Supervisors to review the public review draft Background Report, Policy Document, and Zoning Ordinance. The Consultants will present the major findings from the Background Report, proposed changes to the Policy Document, the new Zoning Ordinance, and any comments provided by the Planning Commission and the public. Following the presentation, the Consultants will facilitate a discussion with the Board of Supervisors, answer questions, and solicit direction on the draft documents. The Consultants assume that the Board of Supervisors will direct County staff and the Consultants to revise the documents, as necessary, and conduct required CEQA analysis. The Consultants will prepare a draft staff report for County staff review and use.

### **Task 3.4 Revised Draft General Plan and Zoning Ordinance**

Based on direction from the Board of Supervisors, the Consultants will revise the draft General Plan and Zoning Ordinance for CEQA analysis (Phase 4).

## **Phase 4: Environmental Review**

### **Task 4.1 Notice of Preparation**

The Consultants will develop a project description and prepare a draft Notice of Preparation (NOP) pursuant to CEQA Guidelines and submit a draft NOP to County staff for review. Based on County staff comments the Consultants will prepare the final NOP for distribution. The Consultants assume the County will develop a list of contacts to receive the NOP and will be responsible for distributing the NOP. The Consultants will send the NOP to the State Clearinghouse.

### **Task 4.2 Scoping Meeting**

The Consultants will facilitate a public scoping meeting associated with the release of the NOP. The Scoping Meeting should be held during the 30-day NOP period to introduce the community and interested agencies to provide an overview of the Program Environmental Impact Report (PEIR) process and obtain input on the PEIR scope of work. The Scoping Meeting will include a presentation with graphic imagery, followed by the formal recordation of input from meeting attendees. The Consultants assume the County will be responsible for noticing the meeting and booking the venue.

The Consultants will summarize all input gathered during the Scoping Meeting and during the 30-day NOP review period. The Consultants assume that County staff will be the point of contact responsible for gathering public comments outside of the Scoping Meeting.

### **Task 4.3 Administrative Draft Program PEIR**

Using the information gathered as part of the Background Report and comments on the NOP, the Consultants will prepare an Administrative Draft Program EIR (ADPEIR) in accordance with CEQA. 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 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 should 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. The number of impacts to be analyzed and the depth of analysis will be a function of the responses to the NOP and staff direction based on current needs. Impacts will be identified and mitigation measures will be prepared to reduce 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 include a glossary that defines the technical terms to be used throughout the report.

**Executive Summary.** This section will provide a summary of the entire 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 technical studies should 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)

*Transportation and Circulation Analysis.* The transportation and circulation analysis will include the following impact areas:

- Traffic changes as measured by VMT
- Road 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.

The Consultants will evaluate traffic changes related to the Fresno County General Plan using the Fresno County travel demand model maintained by the Fresno Council of Governments (FCOG). Future forecasts will be based on the 2040 travel model scenario representing the FCOG RTP Sustainable Communities Strategy (SCS) adopted in June 2014. The Consultants will review and verify the assumptions for land uses, road improvements and transit service within unincorporated areas of Fresno County. As appropriate, the Consultants will make revisions to the input assumptions to represent current Fresno County plans and programs, update the 2040 model forecasts, and output the appropriate traffic volumes and transportation system performance measures. Results from the travel model will include VMT and daily traffic volumes on specific study segments. The Consultants assume that the RTP/SCS assumptions for 2040 within the incorporated communities and city spheres of influence will be maintained for this EIR.

The VMT analysis will consider state routes and local roads. The VMT generated by three different subareas of Fresno County will be tabulated for the base year and 2040 future year:

- Incorporated cities
- Currently unincorporated areas within city spheres of influence
- Unincorporated areas outside city spheres of influence

The Consultants will conduct level of service (LOS) analysis on up to 100 road segments using daily traffic volumes compared to volume thresholds for each type of road: freeway, multi-lane rural highway, two-lane rural highway, or urban streets (arterials and collectors). Level of service thresholds for each road type will be based on the 2010 Highway Capacity Manual, highway capacity planning methods as compiled by the Florida Department of Transportation, and Fresno County standards.

The Consultants will adjust future traffic volume forecasts for model validation errors based on a comparison of base year travel model results to actual traffic counts. The recommended procedure will take the average of two adjusted forecasts, one using the incremental traffic growth between the base year model and the future year model and adding the increment to the observed traffic count, and the second taking the ratio of the future year model volume to the base year model volume and applying that ratio to the observed traffic count. This adjustment procedure is consistent with recommendations in National Cooperative Highway Research Program (NCHRP) Report 255.

The analyses of air travel, transit, bicycle travel, pedestrians and goods movement will not include quantitative analysis of individual facilities. The evaluation will be based on the overall impacts of projected growth on these modes of travel and the relevant General Plan policies that address each issue area.

**Alternatives Analysis.** A range of alternatives will be considered in the ADPEIR. In addition to the “No-Project” Alternative, other alternatives that consider differing land use patterns or densities in areas of the county warranting special study. The alternatives evaluation may also be used to test circulation facility alternatives. 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 scenarios.

**Cumulative Impacts.** The ADPEIR will evaluate cumulative impacts based on planning documents for the Planning Area and other regional documentation as relevant. The contribution of the proposed project to the overall cumulative impact will also be estimated and discussed.

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

#### Task 4.4 Draft Program EIR

Following internal County staff comments on the ADPEIR, the Consultants will incorporate appropriate revisions to the ADPEIR, and prepare a Screencheck Draft PEIR for final internal review. The Consultants will prepare the Public Review Draft PEIR (DPEIR) for public circulation, and distribute the DPEIR to the State Clearinghouse, responsible agencies, and interested agencies, organizations, and persons. The DPEIR will be circulated for at least a 45-day public review period. The Consultants assume the County will be responsible for sending the DPEIR to the County Clerk and for all necessary noticing.

#### Task 4.5 Response to Comments

The Consultants will prepare draft Response to Comments. As part of preparing the responses, the Consultants will conduct internal County staff meetings to discuss comment responses. Following internal comments on the draft responses, the Consultants will prepare the final Responses to Comments.

#### Task 4.6 Mitigation, Monitoring, and Reporting Program

Concurrent with the Responses to Comments report, the Consultants will prepare a Mitigation Monitoring and Reporting Plan, which should be included in the Final PEIR.

### Phase 5: Final Documents and Adoption

#### Task 5.1 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 for internal County staff review and confirmation. Within one day of PEIR certification and project approval, the Consultants will submit the Notice of Determination (NOD) to the County Clerk and/or State Clearinghouse. The Consultants assume the County will be responsible for payment of California Department of Fish and Wildlife fees.

**Task 5.2 Screencheck and Final General Plan and Zoning Ordinance**

Based on the results of the CEQA Analysis, the Consultants will make 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 review. The Consultants assume that this review will not include any substantive comments or changes. Based on County staff comments, the Consultants will prepare the final General Plan and final Zoning Ordinance for adoption.

**Task 5.3 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 for a recommendation to the Board of Supervisors to adopt the General Plan and Zoning Ordinance and certify the PEIR. The Consultants will 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 will work with County staff to prepare a list of Planning Commission comments and recommendations to present to the Board of Supervisors. The Consultants will prepare a draft staff report for County staff review and use.

The Consultants assume that at least two Consultant team members will attend each of the Planning Commission hearings. If desired by the County, the Consultants will attend additional hearings on a time-and-expenses basis.

**Task 5.4 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 provide support at the Board of Supervisors hearings by being available to answer questions about proposed provisions and discuss possible changes. 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 that at least two Consultant team members will attend each of the Board of Supervisors hearings. If desired by the County, the Consultants will attend additional hearings on a time-and-expenses basis. The Consultants will prepare a draft staff report for County staff review and use.

# EXHIBIT B-2

## FRESNO COUNTY

### GENERAL PLAN REVIEW, ZONING ORDINANCE UPDATE, AND PEIR AMENDMENT 2: SCOPE OF WORK ADDITIONS

The following Scope of Work augments and updates the Scope of Work included in Amendment 1 dated October 13, 2015. This Scope of Work is additive and does not replace the Scope of Work from Amendment 1. The phase and task numbering used below builds upon the numbering in Amendment 1. Modifications and additions included below are designed to update work components to meet current State law requirements and to update information that would be considered out-of-date for purposes of producing a legally adequate Environmental Impact Report (EIR) for the General Plan and Zoning Ordinance update.

If the following Scope of Work modifies a task in Amendment 1, the same task number is shown with the term “Revised” in the task name. If this Scope of Work includes a new task, the new work is assigned a new task number, therefore, some numbering may be skipped.

#### Phase 1      Background Report Preparation

---

##### **Task 1.1    Administrative Draft Background Report**

Work under this task from Amendment 1 is complete. See Tasks 1.3 – 1.7 for updates.

##### **Task 1.2    Public Review Draft Background Report**

Work under this task from Amendment 1 is complete. See Tasks 1.3 – 1.7 for updates.

##### **Task 1.3    Administrative Draft Background Report (New: Planning Modifications) *Environmental Justice (SB 1000, AB 1628)***

###### ***Revise Background Data – Environmental Justice***

Mintier Harnish will revise the background information that characterizes and define disadvantaged communities. We will revisit CalEnviroScreen 3.0 to determine whether additional communities should be identified as disadvantaged for the purposes of environmental justice considerations.

##### **Task 1.4    Administrative Draft Background Report (New: Environmental Modifications)**

Due to the time that has elapsed since the Consultants started work on the Administrative Draft EIR (last worked on in the Fall of 2018), revisions will need to be made to review and update the existing conditions in the background report. The Consultants will review if there is more updated data available and if so, will make revisions to Chapter 7: Natural Resources and Chapter 8: Hazards and Safety in the following areas (please note this data will also be updated in the individual EIR sections as well):

#### **Chapter 7: Natural Resources**

##### **7.1      *Water Resources and Water Quality***

- Surface Water: water supply data (currently listing data from the 2014-2015 water year)
- Groundwater: water supply data, data contained in the groundwater sustainability plan needed
- Water Quality: data is from 2012



**7.2 Air Quality**

- Fresno County Emissions Inventory: data is from 2012
- Existing Air Quality: data is for years between 2012 and 2014

**7.3 Biological Resources**

- Updated CNDDDB report for plants and animals: data is from 2016
- Updated wetlands map
- Updated critical habitat map

**7.4 Agricultural Resources**

- Important Farmland in Fresno County: data is from 2014
- Protected agricultural lands in Fresno County (Williamson Act): data is from 2016
- Top ranked crops in Fresno County: data is from 2014

**7.7 Recreation**

- Parks and Recreation Facilities in Fresno County: data from 2016

**7.8 Mineral Resources**

- Current Mineral Resource Sites: data from 2016

**7.9 Energy Resources**

- Oil and Gas Wells: data from 2016
- Solar: data from 2016
- Update all renewable energy data

**7.10 Cultural and Paleontological Resources**

- Verify list of cultural resources: data from 2015

**Chapter 8: Hazards and Safety****8.2 Flood Hazards**

- Update flood hazard maps/data: from 2016

**8.5 Hazardous Materials**

- Hazardous Materials production and disposal: update data from 2016

**Climate Change****9.2 Climate Change Effects and Impacts**

- Average temperatures in Fresno: data from 2016

**Task 1.5 Administrative Draft Background Report (New: Mobility Modifications)**

Based upon review of existing condition from previous effort, several tables and text descriptions need to be updated in order to be current and to comply with general acceptance of data. In general, data more than 3 years old will be updated in order to be defensible under CEQA review. These efforts include updating:

- Roadway inventory traffic counts and associated analysis (vehicles and heavy-duty trucks)
- Maintained mileage/VMT
- New HCM 6 analysis
- American Community Service survey results

- Calculation of LOS for roadway and freeway facilities
- Collision Data
- Transit times/fares/schedules
- Incorporation of recent ATP document
- Fresno COG RTIP/STIP/FTIP projects

It is assumed that Fresno County and Caltans will share existing traffic count information through their HPMS or regular counting program for recent data (2014 through 2018), and that the data available will be adequate for this analysis.

### **Task 1.6 Revised Administrative Draft Background Report (New)**

The Consultants will prepare an updated administrative draft General Plan Background Report, based on the updates identified above, for review by County staff. The Background Report will address the requirements of State General Plan law and serve as the existing conditions section of the Program EIR (see Phase 4).

### **Task 1.7 Revised Public Review Draft Background Report (New)**

Based on comments from County staff, the Consultants will prepare the revised public review draft Background Report. It is assumed that County comments will be limited to revisions made as part of Amendment 2 work on the Background Report.

## **Phase 2 Policy Document Revision**

---

### **Task 2.1 Administrative Draft Policy Document Revisions**

Work under this task from Amendment 1 is complete. See Tasks 2.3 – 2.5 for updates.

### **Task 2.2 Public Review Draft Policy Document Revisions**

Work under this task from Amendment 1 is complete. See Tasks 2.3 – 2.5 for updates.

### **Task 2.3 Policy Revisions (New)**

#### ***Policy Revisions – Environmental Justice***

Mintier Harnish will prepare revised environmental Justice goals, policies, and implementation programs to address the issues in the identified disadvantaged communities including, but not limited to: the reduction of pollution exposure, including the improvement of air quality; the promotion of public amenities, food access, healthier homes, and physical activity; and community engagement in the decision-making process. We will also identify other policies and programs throughout the Policy Document that address environmental justice issues.

#### ***Policy Revisions – Safety Element; Adaptation and Resiliency (SB 379, SB 1035, AB 747, SB 99)***

The new laws require all cities and counties to include climate adaptation and resiliency strategies in the safety elements of their general plans upon the next revision beginning January 1, 2017. The safety Element must also identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios, including residential developments in hazard areas that do not have at least two emergency evacuation routes.

#### ***Policy Revisions – Update Safety Element***

Mintier Harnish will update the Safety Element to incorporate the goals, objectives, policies, and mitigation strategies from the Fresno County Hazard Mitigation Plan and assure consistency with state law.

**Task 2.4 Administrative Draft Policy Document Revisions (New)**

The Consultants will prepare an updated administrative Policy Document, based on the updates identified above, for review by County staff.

**Task 2.5 Public Review Draft Policy Document Revisions (New)**

Based on comments from County staff, the Consultants will prepare the revised public review draft Policy Document. It is assumed that County comments will be limited to revisions made as part of Amendment 2 work on the Policy Document.

---

**Phase 3 Draft General Plan and Zoning Ordinance Public Review**

---

**Task 3.1 Public Review and Referrals (Revised)**

Work under this task from Amendment 1 is complete. As part of Amendment 2, budget has been added to redo this task based upon the updated draft General Plan and Zoning Ordinance. See Task 3.5 for updates to the Zoning Ordinance that will be incorporated during this task. It is assumed that County comments will be limited to revisions made as part of Amendment 2 work on the General Plan and Zoning Ordinance.

**Task 3.2 Planning Commission Study Session**

Work under this task from Amendment 1 remains to be performed.

**Task 3.3 Board of Supervisors Study Session**

Work under this task from Amendment 1 remains to be performed.

**Task 3.4 Revised Draft General Plan and Zoning Ordinance**

Work under this task from Amendment 1 remains to be performed.

**Task 3.5 Zoning Ordinance Update (New)**

Based on changes to State law, modifications to the following Zoning Ordinance work will be accomplished to address the items listed under this task.

***Objective Design Standards***

State law (SB 35, AB 3194, AB 139) requires local government to include provisions in their zoning code to allow by-right approval of multifamily housing. The provisions must include objective design and development standards that are not subject to discretionary review.

The Consultants will review existing relevant County regulations and guidelines, including multifamily development standards, design guidelines, typical conditions of approval for discretionary multifamily development projects, parking and density standards, and other provisions related to housing development (i.e., maximum allowable height, setbacks, minimum site area). We will identify opportunities for changes that could result in the increased production of multifamily housing in the County. We will review recently approved residential projects current design standards and practice. We will identify additional multifamily development standards and design guidelines typically used in other counties. Based on our research, we will prepare a detailed outline of recommended standards and Zoning Code amendments that would be appropriate for by-right multifamily development projects. Following County staff review, we will prepare revisions to Article 2, Zones, Allowable Land Uses, and Zone-Specific Standards to include objective design standards.

---

## Phase 4 Environmental Review

---

### **Task 4.1 Notice of Preparation (Revised)**

Under Amendment 1, a Notice of Preparation (NOP) was prepared and circulated for public input, and the original task was considered complete.

Under Amendment 2, the County has directed that the overall approach to the environmental analysis in the EIR will change from a plan-to-plan comparison to an analysis that will focus on buildout of the proposed General Plan compared to existing conditions (in other words, a baseline comparison). This will require recirculation of the NOP to change the existing baseline used for impact analysis.

The Consultants will draft a revised project description providing information on the new analysis methodology and prepare a new/updated draft NOP pursuant to CEQA Guidelines. The Consultants will prepare and submit a new/updated NOP for review and approval by County staff. Based on County staff comments, the Consultants will prepare the final NOP for distribution. The Consultants assume the County will provide a list of contacts for the NOP distribution. The Consultants will assist with noticing and distribution, including hand-delivering the NOP to the State Clearinghouse.

### **Task 4.2 Scoping Meeting (Revised)**

Under Amendment 1, a Scoping Meetings was conducted, and the original task was considered complete.

The Consultants will facilitate two (2) public scoping meeting associated with the release of the updated NOP. The Scoping Meetings should be held during the 30-day NOP period to introduce the community and interested agencies to provide an overview of the Program Environmental Impact Report (PEIR) process and obtain input on the PEIR scope of work. The Scoping Meeting will include a presentation with graphic imagery, followed by the formal recordation of input from meeting attendees. The Consultants assume the County will be responsible for noticing the meeting and booking the venue.

The Consultants will summarize all input gathered during the Scoping Meeting and during the 30-day NOP review period. The Consultants assume that County staff will be the point of contact responsible for gathering public comments outside of the Scoping Meeting. If it is desired based on the overall General Plan's public outreach plan, the Consultants can combine the scoping meetings with another public outreach event or during a public hearing at a Planning Commission or Board of Supervisors' meeting.

### **Task 4.3 Administrative Draft Program PEIR (Revised)**

Since the Scope of Work in Amendment 1 was approved, the CEQA Guidelines have been revised. There are new sections that will need to be analyzed in detail in the PEIR that were not included as part of the current Scope of Work. The Scope of Work under Amendment 1 will be modified to address the following additional items.

#### ***New EIR Sections***

- **Energy:** This section will discuss the current and projected regional energy supplies and demand, and qualitatively analyze energy use associated with buildout of the General Plan. This section will also compare the consistency of the General Plan with adopted state, regional, and local energy policies.
- **Wildfire:** This section will discuss potential impacts relating to buildout of the General Plan in urbanized areas adjacent to wildland and associated fire risk using information from the California Department of Forestry and Fire Protection and the Fresno County Multi-Hazard Mitigation Plan.

- **Tribal Cultural Resources** (including consideration of AB 52 and SB 18): Rincon will collect regional background information on tribal cultural resources that could be affected by the General Plan. The collected information will include Native American Heritage Commission (NAHC) Sacred Lands File Search, reviews of regional ethnographic information, information from relevant past projects, and information provided through government-to-government tribal consultation in accordance with Assembly Bill 52 of 2014 (AB 52) and Senate Bill 18 of 2004 (SB 18). Rincon will then assist the County with government-to-government Native American consultation by preparing the AB 52- and SB 18-specific letters to be placed on County letterhead; preparing and submitting a NAHC Sacred Lands File SB 18 request; and preparing a tracking sheet and instructions to be provided to the County. The instructions will include details regarding schedule and timelines associated with AB 52 and SB 18 to ensure timely consultation. If meetings with Native Americans are necessary, Rincon will provide additional assistance on a time and materials basis.

The Consultants will prepare these sections as part of the overall PEIR and thus will include them in the updated Administrative Draft Program EIR task.

### ***Updates to Previously Scoped EIR Sections:***

In addition, due to the time that has passed since the Consultants started work on the Administrative Draft EIR (last worked on in the Fall of 2018), revisions will need to be made to incorporate changes in the existing conditions (necessary revisions described above in Task 1.4 will be reflected in the existing conditions section of each EIR topic area) and impact analysis already in progress for the EIR will need to be updated based on those revisions. Additionally, changes in approach will need to be made to account for the new impact analysis methodology (switching from a plan to plan comparison to a baseline comparison). Updates to previously scoped EIR sections include the following:

#### **Aesthetics**

- Incorporate updates from background report, if any

#### **Agricultural Resources**

- Incorporate updated info on Williamson act contracts/Prime or Statewide Important ag lands
- Modify impact analysis to baseline comparison

#### **Air Quality**

- Incorporate updated information from background report
- Update ambient air quality data
- Update analysis to rely on new thresholds
- Modify impact analysis (including modeling projected air quality emissions) to baseline comparison

#### **Biological Resources**

- Update wetlands figure
- Update CNDDb/special status species list
- Update all state/federal database searches
- Modify impact analysis as necessary based on the above updates

#### **Cultural Resources**

- Incorporate changes from background report updates if necessary

**Geology and Soils**

- Update with information from revised background report if necessary
- Modify impact analysis to baseline comparison

**Greenhouse Gas Emissions**

- Modify impact analysis to baseline comparison

**Hazards and Hazardous Materials**

- Update with information from revised background report
- Update all database searches (EnviroStor, GeoTracker, etc.)
- Figures to be updated
- Info on fire department to be updated with current information

**Hydrology and Water Quality**

- Update with information from revised background report as necessary
- Update analysis to use to new CEQA threshold questions (based on December 2018 CEQA Guidelines Updates)
- Modify impact analysis to baseline comparison

**Land Use and Planning**

- Modify impact analysis to baseline comparison

**Noise**

- Update analysis to use new CEQA thresholds
- Modify impact analysis to baseline comparison

**Population and Housing**

- Update with population data from revised background report
- Update with California Department of Finance and Census Bureau demographics data
- Update population change table
- Modify impact analysis to baseline comparison

**Public Services and Recreation**

- Update with information from revised background report as necessary
- Update fire district information
- Update police/crime information
- Update school information
- Update library/recreation facilities information
- Modify impact analysis to baseline comparison

**Utilities and Service Systems**

- Update with information from revised background report as necessary
- Update water supply, wastewater, and solid waste information
- Update analysis to use to new CEQA threshold questions
- Modify impact analysis to baseline comparison

**Task 4.4 Draft Program EIR (Revised)**

Since the Scope of Work in Amendment 1 was approved, the County has obtained outside counsel to assist in the review of the Draft PEIR. This change will increase the expected level of review and will likely require more than one round of internal review (one round of review is currently included in the Scope of Work; thus this additional scope is for a second round of review).

All other requirements of Task 4.4 from Amendment 1 remain.

**Task 4.5 Response to Comments (Revised)**

Due to the likelihood of robust public comments from local and regional environmental justice groups and attorneys, the Consultants are requesting additional budget to comprehensively address comments and respond accordingly, including changes to the EIR text if warranted.

All other requirements of Task 4.5 from Amendment 1 remain.

**Task 4.6 Mitigation, Monitoring, and Reporting Program**

Work under this task from Amendment 1 remains to be performed.

**Task 4.7 CEQA Findings/Statement of Overriding Considerations (New)**

The current Scope of Work does not include CEQA Findings or a Statement of Overriding Considerations (if necessary). However, in our experience, CEQA consultants are usually asked to provide this. Under this Task, the Consultants will prepare the CEQA findings for the project. CEQA Guidelines §15091 requires that no public agency approve or carry out a project, for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare the Statement of Overriding Considerations. Rincon will provide an administrative draft of the CEQA findings to the County for review and comment, and then incorporate County comments into a final document.

---

**Phase 5 Final Documents and Adoption**

---

**Task 5.1 Final PEIR**

Work under this task from Amendment 1 remains to be performed.

**Task 5.2 Screencheck and Final General Plan and Zoning Ordinance**

Work under this task from Amendment 1 remains to be performed.

**Task 5.3 Planning Commission Public Hearings (3)**

Work under this task from Amendment 1 remains to be performed.

**Task 5.4 Board of Supervisors Public Hearings (3)**

Work under this task from Amendment 1 remains to be performed.

---

## Phase 6      Community Engagement (New)

---

### **Task 6.1    Community Engagement**

The Consultants will facilitate a community workshop series designed to get public feedback on the revised Public Draft General Plan. This community engagement will include up to five (5) locations on five (5) separate evenings. The Consultants propose that each workshop be facilitated by the Consultant and County staff. The Consultants assume the workshops would be held over the course of a two-week period.

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. An interactive open house component will be provided featuring activities designed to gather public feedback.

### **Task 6.2    Disadvantaged Community Engagement**

The Consultants will assist 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 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. County will work with community groups as necessary to coordinate the workshops and provide translation services as necessary. The Consultants will summarize the workshop results and refine the Environmental Justice goals, policies, and programs as appropriate.



**EXHIBIT C**

**TABLE – REVISED CONTRACT DELIVERABLES**

**GENERAL PLAN REVIEW, ZONING ORDINANCE UPDATE, AND PEIR**

Amount and Percent of Total Per Increment	Contract Deliverables
Contract Deliverable I \$79,180 (7.9%)	Task 1.1 Admin Draft Background Report (40%) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable II \$79,180 (7.9%)	Task 1.1 Admin Draft Background Report (40%) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable III \$72,932 (7.3%)	Task 1.1 Admin Draft Background Report (20%) Task 1.2 Public Review Draft Background Report Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable IV \$95,294 (9.5%)	Task 2.1 Administrative Draft Policy Document Revisions Task 2.2 Public Review Draft Policy Document Revisions Task 3.1 Public Review and Referrals Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable V \$45,725 (4.6%)	Task 3.3 Board of Supervisors Study Session (39%) Task 3.4 Revised Draft General Plan and Zoning Ordinance Task 4.1 Notice of Preparation (72%) Task 4.2 Scoping Meeting (42%) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable VI \$48,479 (4.8%)	Task 1.3 Administrative Draft Background Report Plan) Task 1.4 Administrative Draft Background Report (Env) Task 1.5 Administrative Draft Background Report (Mobility) Task 1.6 Revised Administrative Draft Background Report Task 1.7 Revised Public Draft Background Report Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable VII \$30,663 (3.1%)	Task 2.3 Policy Revisions Task 2.4 Administrative Draft Policy Document Revisions Task 2.5 Public Review Draft Policy Document Revisions Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable VIII \$11,081 (1.1%)	Task 3.1 Public Review and Referrals (30%) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable IX \$20,767 (2.1%)	Task 3.2 Planning Commission Study Session Task 3.3 Board of Supervisors Study Session (61%) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses

Amount and Percent of Total Per Increment	Contract Deliverables
Contract Deliverable X \$77,995 (7.8%)	Task 6.1 Community Engagement (5 workshops and prep) Task 6.2 Disadvantaged Community Engagement (2 workshops) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable XI \$28,267 (2.8%)	Task 3.5 Zoning Ordinance Update Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable XII \$107,059 (10.7%)	Task 4.1 Notice of Preparation (28%) Task 4.2 Scoping Meeting (58%) Task 4.3 Administrative Draft Program EIR (50%) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable XIII \$132,016 (13.2%)	Task 4.3 Administrative Draft Program EIR (50%) Task 4.4 Draft Program EIR Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable XIV \$87,705 (8.7%)	Task 4.5 Response to Comments Task 4.6 Mitigation Monitoring and Reporting Program Task 4.7 CEQA Findings/Statement of Overriding Considerations Task 5.1 Final PEIR Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable XV \$56,939 (5.7%)	Task 5.2 Screencheck and Final General Plan and Zoning Code Task 5.3 Planning Commission Public Hearings (3) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses
Contract Deliverable XVI \$29,643 (3.0%)	Task 5.4 Board of Supervisors Public Hearings (3) Ongoing Project Management, Coordination Meetings, Invoicing Printing Materials and Reports, Travel Expenses, Transmittal Expenses

*\*In addition to the total above, this contract includes a total contingency of \$125,350.00, of which \$100,075.00 has not been allocated at this time.*

EXHIBIT D

FRESNO COUNTY GENERAL PLAN REVIEW, ZONING ORDINANCE UPDATE, AND PEIR  
Current Approved Budget, by Firm (Including Billing Status), Revised February 6, 2020

	MINTIER HARNISH HOURS	COST	JACOBSON & WACK HOURS	COST	RINCON CONSULTANTS HOURS	COST	GHD HOURS	COST	TOTAL COST	TOTAL INVOICED
PHASE 1: BACKGROUND REPORT PERPARATION										
1.1 Administrative Draft Background Report	492	\$63,000	-	\$0	676	\$85,940	96	\$14,800	\$163,740	\$163,740
1.2 Public Review Draft Background Report	154	\$18,800	-	\$0	38	\$4,850	18	\$2,850	\$26,500	\$26,500
0 Subtotal	646	\$81,800	-	\$0	714	\$90,790	114	\$17,650	\$190,240	\$190,240
PHASE 2: POLICY DOCUMENT REVISION										
2.1 Administrative Draft Policy Document Revisions	280	\$39,200	-	\$0	24	\$3,140	16	\$3,200	\$45,540	\$45,540
2.2 Public Review Draft Policy Document Revisions	76	\$11,380	-	\$0	12	\$1,570	10	\$1,850	\$14,800	\$14,800
0 Subtotal	356	\$50,580	-	\$0	36	\$4,710	26	\$5,050	\$60,340	\$60,340
PHASE 3: DRAFT GENERAL PLAN AND ZONING ORDINANCE PUBLIC REVIEW										
3.1 Public Review and Referrals	158	\$20,570	-	\$0	4	\$700	-	\$0	\$21,270	\$21,270
3.2 Planning Commission Study Session	52	\$7,940	16	\$2,560	-	\$0	-	\$0	\$10,500	\$2,000
3.3 Board of Supervisors Study Session	52	\$7,940	16	\$2,560	-	\$0	-	\$0	\$10,500	\$2,000
3.4 Revised Draft General Plan and Zoning Ordinance	80	\$11,400	20	\$3,200	-	\$0	-	\$0	\$14,600	\$14,600
0 Subtotal	342	\$47,850	52	\$8,320	4	\$700	-	\$0	\$56,870	\$39,870
PHASE 4: ENVIRONMENTAL REVIEW										
4.1 Notice of Preparation	8	\$1,410	-	\$0	56	\$7,040	2	\$470	\$8,920	\$8,920
4.2 Scoping Meeting	-	\$0	-	\$0	32	\$4,520	-	\$0	\$4,520	\$4,520
4.3 Administrative Draft Program PEIR	60	\$11,700	20	\$3,200	776	\$95,440	98	\$15,710	\$126,050	
4.4 Draft Program EIR	24	\$4,600	8	\$1,280	140	\$16,940	-	\$0	\$22,820	
4.5 Response to Comments	40	\$7,000	8	\$1,280	216	\$25,960	36	\$5,860	\$40,100	
4.6 Mitigation Monitoring and Reporting Program	8	\$1,600	-	\$0	72	\$8,260	-	\$0	\$9,860	
0 Subtotal	140	\$26,310	36	\$5,760	1,292	\$158,160	136	\$22,040	\$212,270	\$13,440
PHASE 5: FINAL DOCUMENTS AND ADOPTION										
5.1 Final PEIR	12	\$2,300	-	\$0	56	\$7,580	8	\$1,410	\$11,290	
5.2 Screencheck and Final General Plan and Zoning C	148	\$18,620	20	\$3,200	-	\$0	-	\$0	\$21,820	
5.3 Planning Commission Public Hearings (3)	100	\$16,080	16	\$2,560	24	\$3,540	10	\$2,350	\$24,530	
5.4 Board of Supervisors Public Hearings (3)	100	\$16,080	16	\$2,560	20	\$3,140	10	\$2,350	\$24,130	
Subtotal	360	\$53,080	52	\$8,320	100	\$14,260	28	\$6,110	\$81,770	\$0
LABOR SUMMARY										
Total Hours	1,844		140		2,146		304		4,434	--
Labor Subtotal	-	\$259,620	-	\$22,400	-	\$268,620	-	\$50,850	\$601,490	\$303,890
Project Management	340	\$56,000	32	\$5,120	68	\$11,620	24	\$4,920	\$77,660	\$43,144
LABOR TOTAL	-	\$315,620	-	\$27,520	-	\$280,240	-	\$55,770	\$679,150	\$347,034
Direct Expense Subtotal (production, mail, travel)		\$24,000		\$1,500		\$15,000		\$5,000	\$45,500	\$25,278
SUBTOTAL	-	\$339,620	-	\$29,020	-	\$295,240	-	\$60,770	\$724,650	\$372,312
CONTINGENCY										
Contingency Budget									\$125,350	
Contingency 1: Zoning Work (Phase II)										\$17,515
Contingency 2: SB1000 Env. Justice										\$7,760
Subtotal										\$25,275
Remaining									\$100,075	
TOTAL COST									\$850,000	\$397,587

**FRESNO COUNTY GENERAL PLAN REVIEW, ZONING ORDINANCE UPDATE, AND PEIR  
Budget Estimates (Amendment 2), Revised February 6, 2020**

**MINTIER HARNISH**

**JACOBSON & WACK**

		HARNISH Project Director	Mintier Project Advisor	RUST Principal Planner	Associate Planner	Senior Planner (Zoning)	Planner	Support Staff	TOTAL HOURS	TOTAL COST	TOTAL HOURS	TOTAL COST
PHASE 1: BACKGROUND REPORT PERPARATION												
Task 1.3	Administrative Draft Background Report (Plan)	4	4	12	40				60	\$10,340		
Task 1.4	Administrative Draft Background Report (Env)								0	\$0		
Task 1.5	Administrative Draft Background Report (Mobility)								0	\$0		
Task 1.6	Revised Administrative Draft Background Report	2		12	12			24	50	\$7,130		
Task 1.7	Revised Public Draft Background Report	1		8	8			16	33	\$4,675		
Subtotal		7	4	32	60	0	0	40	143	\$22,145		
PHASE 2: POLICY DOCUMENT REVISION												
Task 2.3	Policy Revisions	16	16	28	80				140	\$24,960		
Task 2.4	Administrative Draft Policy Document Revisions								0	\$0		
Task 2.5	Public Draft Policy Document Revisions								0	\$0		
Subtotal		16	16	28	80	0	0	0	140	\$24,960		
PHASE 3: DRAFT GENERAL PLAN AND ZONING ORDINANCE PUBLIC REVIEW												
Task 3.1	Public Review and Referrals	4		16	16			24	60	\$9,020		
Task 3.5	Zoning Ordinance Update	26		2		48	60		136	\$23,010		
Subtotal		30	0	18	16	48	60	24	196	\$32,030		
PHASE 4: ENVIRONMENTAL REVIEW												
Task 4.1	Updated Notice of Preparation (NOP)								0	\$0		
Task 4.2	Scoping Meetings (2)								0	\$0		
Task 4.3	Administrative Draft Program EIR	2		16					18	\$3,670		
Task 4.4	Draft Program EIR			8					8	\$1,600		
Task 4.5	Response to Comments			8					8	\$1,600		
Task 4.7	CEQA Findings/Statement of Overriding Considerations								0	\$0		
Subtotal		2	0	32	0	0	0	0	34	\$6,870		
PHASE 5: FINAL DOCUMENTS AND ADOPTION												
Subtotal		0	0	0	0	0	0	0	0	\$0		
PHASE 6: COMMUNITY ENGAGEMENT												
Task 6.1	Community Engagement (5 workshops and prep)	40		80	90			60	270	\$45,350		
Task 6.2	Disadvantaged Community Engagement (2 workshops)	16		32	36			24	108	\$18,140		
Subtotal		56	0	112	126	0	0	84	378	\$63,490		
PROJECT MANAGEMENT												
Project Management		16		90				20	126	\$23,760		
Total Hours		127	20	312	282	48	60	168	1017	-		
2020 Billing Rates		\$235	\$200	\$200	\$155	\$175	\$135	\$100	-	-		
Labor Subtotal		\$29,845	\$4,000	\$62,400	\$43,710	\$8,400	\$8,100	\$16,800	-	\$173,255		
OTHER COSTS												
Direct Expense Subtotal (production, mail, travel)										\$4,010		
2015 -> 2020 Rate Increase										\$16,890		\$6,080
Subtotal		0	0	0	0	0	0	0	0	\$20,900		\$6,080
TOTAL COST, AMENDMENT 2											\$194,155	\$6,080
REMAINING ORIGINAL BUDGET												
REMAINING CONTINGENCY												
TOTAL COST												

**FRESNO COUNTY GENERAL PLAN REVIEW, ZONING ORDINANCE UPDATE, AND PEIR  
Budget Estimates (Amendment 2), Revised February 6, 2020**

**RINCON CONSULTANTS**

**GHD**

**GRAND  
TOTAL**

		Principal	Senior Professional	Professional	GIS/ Support Staff	TOTAL HOURS	TOTAL COST	Principal	Senior Project Manager	Senior Trans. Planner	Engineer I	TOTAL HOURS	TOTAL COST	
<b>PHASE 1: BACKGROUND REPORT PERPARATION</b>														
Task 1.3	Administrative Draft Background Report (Plan)					0	\$0					0	\$0	\$10,340
Task 1.4	Administrative Draft Background Report (Env)	4	14	12	4	34	\$5,518					0	\$0	\$5,518
Task 1.5	Administrative Draft Background Report (Mobility)					0	\$0	2	8	14	56	80	\$11,800	\$11,800
Task 1.6	Revised Administrative Draft Background Report					0	\$0					0	\$0	\$7,130
Task 1.7	Revised Public Draft Background Report					0	\$0					0	\$0	\$4,675
	<b>Subtotal</b>	<b>4</b>	<b>14</b>	<b>12</b>	<b>4</b>	<b>34</b>	<b>\$5,518</b>	<b>2</b>	<b>8</b>	<b>14</b>	<b>56</b>	<b>80</b>	<b>\$11,800</b>	<b>\$39,463</b>
<b>PHASE 2: POLICY DOCUMENT REVISION</b>														
Task 2.3	Policy Revisions						\$0					0	\$0	\$24,960
Task 2.4	Administrative Draft Policy Document Revisions						\$0					0	\$0	\$0
Task 2.5	Public Draft Policy Document Revisions						\$0					0	\$0	\$0
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$24,960</b>
<b>PHASE 3: DRAFT GENERAL PLAN AND ZONING ORDINANCE PUBLIC REVIEW</b>														
Task 3.1	Public Review and Referrals					0	\$0					0	\$0	\$9,020
Task 3.5	Zoning Ordinance Update					0	\$0					0	\$0	\$23,010
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$32,030</b>
<b>PHASE 4: ENVIRONMENTAL REVIEW</b>														
Task 4.1	Updated Notice of Preparation (NOP)	2	6	12	2	22	\$3,454					0	\$0	\$3,454
Task 4.2	Scoping Meetings (2)	8	16	8	4	36	\$6,168					0	\$0	\$6,168
Task 4.3	Administrative Draft Program EIR	8	48	88	20	164	\$25,160					0	\$0	\$28,830
Task 4.4	Draft Program EIR	2	10	22	2	36	\$5,604					0	\$0	\$7,204
Task 4.5	Response to Comments	2	10	16	2	30	\$4,734					0	\$0	\$6,334
Task 4.7	CEQA Findings/Statement of Overriding Considerations	2	6	16		24	\$3,810					0	\$0	\$3,810
	<b>Subtotal</b>	<b>24</b>	<b>96</b>	<b>162</b>	<b>30</b>	<b>312</b>	<b>\$48,930</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$55,800</b>
<b>PHASE 5: FINAL DOCUMENTS AND ADOPTION</b>														
						0	\$0					0	\$0	\$0
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>
<b>PHASE 6: COMMUNITY ENGAGEMENT</b>														
Task 6.1	Community Engagement (5 workshops and prep)					0	\$0					0	\$0	\$45,350
Task 6.2	Disadvantaged Community Engagement (2 workshops)						\$0						\$0	\$18,140
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$63,490</b>
<b>PROJECT MANAGEMENT</b>														
	Project Management	4	16			20	\$3,680					0	\$0	\$27,440
	Total Hours	<b>32</b>	<b>126</b>	<b>174</b>	<b>34</b>	<b>366</b>	-	<b>2</b>	<b>8</b>	<b>14</b>	<b>56</b>	<b>80</b>	-	-
	2020 Billing Rates	\$220	\$175	\$145	\$112	-	-	\$245	\$250	\$185	\$120	-	-	-
	<b>Labor Subtotal</b>	<b>\$7,040</b>	<b>\$22,050</b>	<b>\$25,230</b>	<b>\$3,808</b>	-	<b>\$58,128</b>	<b>\$490</b>	<b>\$2,000</b>	<b>\$2,590</b>	<b>\$6,720</b>	-	<b>\$11,800</b>	<b>\$243,183</b>
<b>OTHER COSTS</b>														
	Direct Expense Subtotal (production, mail, travel)						\$2,120							\$6,130
	2015 -> 2020 Rate Increase						\$4,332						\$1,660	\$28,962
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$6,452</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,660</b>	<b>\$35,092</b>
<b>TOTAL COST, AMENDMENT 2</b>							<b>\$64,580</b>						<b>\$13,460</b>	<b>\$278,275</b>
<b>REMAINING ORIGINAL BUDGET</b>														<b>\$352,338</b>
<b>REMAINING CONTINGENCY</b>														<b>\$100,075</b>
<b>TOTAL COST</b>														<b>\$730,688</b>

## **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:

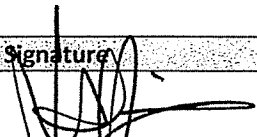
*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

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:	Jim Harnish	Date:	August 3, 2015
Job Title:	Principal/owner		
(2) Company/Agency Name and Address:			
Mintier Harnish 1415 20th Street Sacramento, CA 95811			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
We are not 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:	August 3, 2015