City of FRESNO **REPORT TO THE CITY COUNCIL**

AGENDA ITEM NO.	9:30am A
COUNCIL MEETING	5/21/2009
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

May 21, 2009

FROM: KEITH BERGTHOLD, Interim Director
Planning and Development Department

SUBJECT: **AUTHORIZE THE PLANNING AND DEVELOPMENT DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH VRPA TECHNOLOGIES, INC. FOR $55,000 TO PROVIDE ADDITIONAL TRANSPORTATION PLANNING SERVICES FOR THE METRO RURAL LOOP CORRIDOR PRESERVATION FEASIBILITY STUDY AS PART OF THE SEED GRANT FROM THE CALIFORNIA PARTNERSHIP FOR THE SAN JOAQUIN VALLEY AND RELATED METRO RURAL LOOP INCORPORATION INTO THE FRESNO COG AND REGIONAL BLUEPRINT STUDIES.**

KEY RESULT AREAS

Customer Service, Resource Management, One Fresno, Public Safety

RECOMMENDATION

Staff recommends City Council approve the attached professional services agreement with VRPA Technologies, Inc. for $55,000 to provide additional services related to demographic and market frameworks, land use allocation and transportation modeling, economic benefit assessments, regional cooperation in agricultural and resource lands conservation, and additional planning and policy development services for completing the first phase of the Metro Rural Loop Corridor Preservation Feasibility Study and integrating Metro Rural Loop criteria into the Fresno COG and Regional Blueprint Study.

EXECUTIVE SUMMARY

The Planning and Development Department is recommending the City of Fresno approve a professional services agreement with VRPA Technologies, Inc. to allow for an additional $55,000 for services not contracted for related to necessary studies of demographic and market frameworks, land use allocation and transportation modeling, economic benefit assessments, regional cooperation in agricultural and resource lands conservation, and additional planning and policy development services for completing the first phase of the Metro Rural Loop Corridor Preservation Feasibility Study and integrating the Metro Rural Loop criteria into the Fresno COG and Regional Blueprint Study. The $300,000 first phase of the Metro Rural Loop was funded by a $125,000 SEED Grant from the California Partnership for the San Joaquin Valley and a $175,000 match from the City of Fresno which will fund the additional $55,000 services agreement. The Second phase of this critical regional transportation and land use project will begin in Summer 2009 via a $276,000 CALTRANS grant with a $34,500 City of Fresno match awarded to the City of Fresno as project manager (and grant writer) and administered by the Fresno COG as fiscal agent, to work with all four counties and their primary cities on

amending general plan policies, zoning, and right-of-way protections to preserve options for the Metro Rural Loop, and to begin discussions on the formal regional cooperation required to implement and operate the Metro Rural Loop.

On October 10, 2007, Council approved a $175,000 professional services agreement with VRPA Technologies, Inc. to provide the transportation planning services for the Metro Rural Loop Corridor Preservation Feasibility Study. The full $55,000 cost of the additional services in this new agreement was previously included in the $300,000 total FY08 appropriations for the Feasibility Study, and unexpended amounts at the end of FY08 were carried over to be re-appropriated in FY09. The original professional services agreement's scope did not include required computer modeling or integrating Metro Rural Loop data and criteria into the Fresno COG and Regional Blueprint Study. Metro Rural Loop was adopted as the underlying transportation and land use framework for the Fresno COG Blueprint preferred alternative, thus accomplishing very rapidly a key aspect of feasibility for the Metro Rural Loop that of incorporation into the Blueprint, but also requiring additional funds to complete the work required for integration.

This professional services agreement will in effect reenact and amend the original agreement, which expired on July 15, 2008, to include the additional services. Staff recommends approval of the professional services agreement.

BACKGROUND

VRPA Technologies, Inc. is the most appropriate choice as consultant to provide the necessary professional-technical services for the Metro Rural Loop Corridor Preservation Feasibility Study, having been the primary consultant and completed and integrated the majority of technical work on the project since the inception of the Metro Rural Loop concept.

VRPA Technologies, Inc. is a locally based consulting firm, led by principal Georgiena Vivian, that brings together acknowledged experts in the technical fields required for this study from across California. VRPA has assembled an experienced multi-disciplinary team of professionals who offer comprehensive consulting services in the fields of transportation and land use planning/modeling, circulation and traffic engineering analysis, transportation demand and systems management, infrastructure financial planning, economic research, Intelligent Transportation Systems (ITS) planning and integration, as well as mass transportation, land use, regional housing needs, environmental analysis, and air quality planning and modeling.

VRPA Technologies, Inc. has completed and integrated the majority of the technical work on the Metro Rural Loop project since the inception, and is working on projects geographically related and technically similar to the Metro Rural Loop Corridor Preservation Feasibility Study including the Caltrans District 6 San Joaquin Growth Response Study, Phase III and the SR 41 Corridor Study, the Fresno, Madera, Kings, & Tulare Counties San Joaquin Valley Blueprint Outreach Program, and the City of Fresno Activity Centers Study.

VRPA Technologies, Inc. has the technical expertise, professional partnerships, and key relationships with the desired cities, counties, Councils of Governments, Caltrans, and other transportation authorities to successfully complete the Metro Rural Loop Corridor Preservation Feasibility Study in cooperation with the City of Fresno Planning and Development Department and other regional jurisdictional and community partners.

The City of Fresno as the Fiscal Agent and Project Manager for the Metro Rural Loop Collaboration was awarded $125,000 SEED Grant from the State of California Business, Transportation and Housing Agency acting on behalf of the California Partnership for the San Joaquin Valley to conduct this feasibility study. The City allocated $175,000 match in its FY08 budget to leverage the funds received from the State of California. The City Council approved acceptance and appropriation of the grant award on July 17, 2007, for total anticipated costs of $300,000 in appropriations for the Feasibility Study in FY08. On October 10, 2007, Council approved a $175,000 professional services agreement with VRPA Technologies, Inc. to provide the transportation planning services for the Metro Rural Loop Corridor Preservation Feasibility Study.

City Staff, regional jurisdictional and community partners have been working with incorporated cities, the counties of Fresno, Madera, Tulare and Kings, Fresno COG, Madera CTC, Kings County Assoc of Governments, and Tulare County Assoc of Governments to develop a regional collaboration with the goal of creating a multi-modal, multi-city and multi-county transit-oriented transportation corridor system (Metro Rural Loop) that will link these jurisdictions and geographies in a network of high-capacity, multi-modal interconnecting transportation corridors that connect key activity centers in the Central San Joaquin Valley. CALTRANS has awarded another $276,000 to the Metro Rural Loop project with the City of Fresno as Project Manager for further development and coordination among the four counties and their various jurisdictions.

Study Components

In order to complete the first phase of the Metro Rural Loop Corridor Preservation Feasibility Study, VRPA technologies, Inc. has conducted a number of interrelated tasks using an experienced multi-disciplinary team of professionals. (Metro Rural Loop CA Partnership Seed Grant Narrative/Maps)

- **TASK 1: Set Parameters for Regional Cooperation**
- **TASK 2: Establish Base Demographic & Market Framework**
- **TASK 3: Prepare and Assess the Land Use Allocation to Activity Centers and Linear Intensity Corridors**
- **TASK 4: Prepare and Assess Transportation Network**
- **TASK 5: Market Research and Feasibility Assessment to Inform Planned Land Use and Growth**
- **TASK 6: Explore Options for Regional Cooperation in Agricultural Preservation**
- **TASK 7: General Feasibility Assessment of Meeting Habitat and Resource Conservation Goals**

VRPA Technologies, Inc. (VRPA) and Community Design + Architecture (CD+A) have worked work as a team to prepare Tasks 1 through 7. In addition, Economic Planning Systems (EPS) has provided economic analysis and market research support to CD+A and Fehr & Peers Associates provided transportation modeling and resource management support to VRPA. VRPA Technologies, Inc. has led the Team, working closely with agency staff to facilitate the political and resource management assessments, and worked with its support firm (Fehr & Peers) to conduct the multi-modal corridor analysis focusing on capacity analysis of major corridors and feeder systems. CD+A, with support of EPS, worked with agency demographers to develop population, housing, and employment projections for the Year 2110 or for next 100 years and is responsible for developing the additional economic development potential associated with the Metro Rural Loop concept. CD+A is responsible for developing an estimate of the development capacity of existing land use policies and a draft land use concept within and surrounding the Metro Rural Loop (consistent with population, housing and employment projections) using geographic information system (GIS) software and other modeling programs developed for the Growth Response Study (GRS) and the Fresno and Madera County Blueprint Programs.

KEY OBJECTIVE BALANCE

This agreement with VRPA Technologies, Inc. balances the three key objectives of employee satisfaction, customer satisfaction, and financial management. Customer Satisfaction and Employee Satisfaction will be achieved when Fresno and Madera County's residents receive a properly researched study to determine the most efficiently planned multimodal community. Financial management will be achieved when resources are properly utilized for the planning efforts and for subsequent infrastructure projects resulting from the planning efforts.

FISCAL IMPACT

The $55,000 cost of the additional services has previously been included in the $300,000 total appropriations for the Feasibility Study, which are composed of the $125,000 grant received from the State of California Business, Transportation and Housing Agency (approved/appropriated by Council on July 17, 2007), and the Planning and Development Department's $175,000 FY08 budget matching appropriations for Phase 1 of the Metro Rural Loop Corridor project. Although only $40,000 was reappropriated in FY09 for the MRL project, the entire $55,000 remained unspent at the end of FY08. The additional $15,000 required for this amendment will come from reducing contract amounts proposed/appropriated for other projects in FY09. Total costs for Phase 1 of the Metro Rural Loop Corridor project, including this agreement, will continue to be $300,000. The breakdown of costs is as follows:

$55,000 – new VRPA MRL Professional Services Agreement
$175,000 – prior VRPA MRL Professional Services Agreement
$12,600 – Spline Motion Industries - map renderings
$6,200 – Internal meetings and facilities expenses
$1,200 – Reserve for production of final report
$50,000 – In-kind match – internal salaries expense
$300,000 – Total Costs for MRL Study

Attachments: Exhibit A – Professional Services Agreement
Exhibit B – prior expired Professional Services Agreement w/biographies and grant proposal

AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into effective the 21st day of May, 2009, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and VRPA Technologies, Inc., a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated October 16, 2007, for professional Transportation Planning services for The Metro Rural Loop Corridor Preservation Feasibility Study, hereinafter referred to as "Contract;" and

WHEREAS, prior to completion of the scope of services, the Contract expired on July 15, 2008; and

WHEREAS, the parties desire to re-enact the Contract for the sole purpose of completing the original scope of services under the Contract and additional services under this Agreement; and

WHEREAS, with entry into this Agreement, CONSULTANT agrees that CONSULTANT has no claim, demands or disputes against CITY.

AGREEMENT

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

1. All terms and conditions of the Contract and all referenced exhibits therein are hereby incorporated by reference herein, except the first sentence of Section 2 of the Contract, as if fully set forth herein.

2. CONSULTANT acknowledges that it has been paid $175,000 of the total fee in Section 3(a) of the Contract incorporated herein for services performed through July 15, 2008. CONSULTANT shall complete the services set forth in the Contract as modified herein.

3. CONSULTANT shall perform additional computer modeling, and additional planning services to complete the Metro Rural Loop Corridor Preservation Feasibility Study and integrate the Metro Rural Loop data and criteria into the Fresno Council of Governments and Regional Blueprint Study. Such additional services shall include those tasks set forth in the attached **Exhibit A**, incorporated herein by reference. The total fee in Section 3(a) of the Contract is therefore increased hereunder by $55,000 for a total of $230,000.

3. This Agreement shall be effective from October 16, 2007 ("Effective Date") and shall continue in full force and effect through June 30, 2009, subject to any earlier termination in accordance with this Agreement.

4. This Agreement hereby supersedes the Contract in its entirety.

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

CITY OF FRESNO,
a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____
Nancy A. Algier Date
Senior Deputy

VRPA Technologies, Inc.,
a California corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Metro Rural Loop Corridor Preservation Feasibility Study

Amendment #1 Tasks

VRPA Technologies, Inc.

Exhibit A - Total Fee Costs

Task #	Task	Total Task Fee	Target Completion Date
1	Generation of additional computer modeling	Included in Total	June 30, 2009
2	Provide additional detail and number of study sections to allow Integration of Metro Rural Loop data and criteria into Fresno COG information	Included in Total	June 30, 2009
3	Integration of Metro Rural Loop data and criteria into Regional Blueprint Study	Included in Total	June 30, 2009
	Total Amendment #1	$55,000	

Exhibit B-1

AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the 16th day of Oct., 2007, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and VRPA Technologies, Inc. (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional Transportation Planning services for The Metro Rural Loop Corridor Preservation Feasibility Study, hereinafter referred to as the "Project;" and

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

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 3-109 and Administrative Order 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Planning Development Director (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

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

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through July 15th, 2008, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed $175,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

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

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification

shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

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

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

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

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

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

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

5. Confidential Information, Ownership of Documents and Copyright license.

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

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

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

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

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

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized, and any additional insurance as may be required, in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services

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and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

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

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

(i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized

representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

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

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Nick Yovino,
Director, Planning and Development

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Cindy Bruer 10/23/07
Deputy

No signature of City Attorney required. Standard Document #ALL 1.1 has been used without modification, as certified by the undersigned.

By: _____
Craig Agabashian
Administrative Manager
Development Department

VRPA Technologies,
a California corporation

By: _____

Name: Leonard Vivian

Title: President
(if corporation or LLC, Board Chair, Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(if corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

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

Addresses:

CITY:
City of Fresno
Attention: Craig Agabashian,
Adminstrative Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8003
FAX: (559) 498-1012

CONSULTANT:
VRPA Technologies, Inc.
Attention: Georgiena Vivian,
Vice President
4630 W. Jennifer, Ste. 105
Fresno, CA. 93722
Phone: (559) 271-1200
FAX: (559) 271-1269

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

TASK 1 – Set Parameters for Regional Cooperation

Task 1.1: Work with agencies to develop a feasibility assessment of the multi-jurisdictional support for the project including regional land use and zoning policies, designations, implementation programs, and support for farmland preservation. Document the feasibility of political consensus around transportation and land use goals for the project, and the potential for meeting farmland preservation and habitat protection goals.

Develop a description of what the Metro Rural Loop is envisioned to be and the extent of the Study Area. This information should be available prior to meetings with local agencies and other stakeholders are initiated. The project team (VRPA Team and Agency Staff) should meet to develop alternatives.

Task 1 Timeline: Complete by June 31, 2008
Task 1 Deliverable: Task 1.1 Working Paper – *Metro Rural Loop Regional Transportation and Land Use Consensus Feasibility*
Task 1 Outcome: Game plan for continued regional consensus building through the development of transportation network and land use concept in Task 2.
Internal Measures of Performance: Weekly conference calls, project tracking using Project Script software, coordination with regional and local agencies ($18,000)

TASK 2 - Establish Base Demographic and Land Use Projections

The VRPA Team will work with the agency demographers to develop demographic and land use projections through 2110 at the County level. The VRPA Team will then work together to provide a finer level of detail to the land use categories and the associated projections.

- **2110 Projections**. It is assumed that the 2050 Blueprint projections will form the basis of the demographic and land use projections. Specifically, the Blueprint projections provide projections of population, households (by three land use categories), and employment (by three land use categories) through 2050. The VRPA Team will work with agency demographers to select and apply the appropriate method for continuing these growth projections out through 2110.

- **Land Use Allocations**. The VRPA Team will then work together to convert the three residential land use categories and the three employment categories into a finer level of detail. With input from other consulting team members, The VRPA Team will determine the appropriate number of land use categories, given the goals of the study and the modeling techniques available. The VRPA Team will then allocate the jobs and households to these finer land use categories.

Task 2 Timeline: Complete by November 30, 2007
Task 2 Deliverable: Task 2.1 Working Paper & Data – 2110 population, housing, and employment projections by sector.
Task 2 Outcome: Database for determining market-based land use inputs.
Internal Measures of Performance: Weekly conference calls, project tracking using Project Script software, coordination with regional and local agencies ($6,500)

TASK 3 – Prepare the Land Use and Transportation Network Alternatives

Task 3.1: The VRPA Team will conduct a working session with the Executive Advisory Committee to establish the extent and types of transit systems and, the general land use/development character for the *Metro Rural Loop* Alternative. The session will help define the geographic location of the Loop, and suggest the transportation and land use relationship. The decisions and guidance from this session will inform VRPA Team's effort to map the Metro Rural Loop for the feasibility comparison with the Blueprint growth alternative.

Task 3.2: After establishing the study area, feasibility, base demographic, land use and transportation framework in Task 1, 2 and Task 3.1, the VRPA Team will develop recommendations for Regional Plan land use characterizations or conceptual designations for areas located within and adjacent to the Loop including Activity Centers and Linear Intensity Corridors. These characterizations will include the most likely set of uses (residential, office, retail, industrial), the level of intensification of the use types giving consideration to the potential for transit-oriented development along transit corridors within the Loop's proposed "wheel-and-spoke" system (e.g. standard single family detached or a mix of single family detached and attached), and the general nature of the new development (suburban or urban). The result would be acreage estimates of land use by category. The work effort will use site planning and GIS to identify Regional Plan land use designations supportive of more intensive uses and proposed Regional Zoning designations. This Loop Alternative will be compared to a 'Base' Alternative that will tier off the established Blueprint 'base' case, or 'agreed upon', blended option. The Blueprint 'base' case will be projected from the Blueprint final year of 2050 up to year 2110, and will include incremental transportation improvements that would be mandated by the projected growth, such as freeway widening and system expansion, or be established by that time (High Speed Rail).

The *Metro Rural Loop Study* requires the use of "parcel level" data to address infill potential and very specific geographies. The *WhatIf?* land use allocation model is "parcel based", meaning that each parcel of land can be designated according to its land use type using GIS. *WhatIf?* provides for up to 80 land use categories. This allows the user to identify very specific land use categories or a "finer grain" of land use types for different geographic or intensity areas and to potentially distinguish between jurisdictions.

"*WhatIf?*" can be used at a range of geographic scales, from local neighborhoods to communities to multi-jurisdictional regions. Its simple data requirements are comprised of GIS shape files of existing land use patterns and projections of future population and job growth. It can make use of land use plans (e.g.; existing General Plans or alternative land use plans), infrastructure plans, parcel data, and essentially any other relevant data provided in GIS format. Criteria may be defined to determine where certain land uses may or may not occur, including both urban and natural factors (e.g., proximity to transit nodes, and riparian corridors). Specifically, *WhatIf?* is used to:

- Map existing and future land use & transportation patterns
- Define additional assumptions and directions for growth
- Provide comprehensive & coordinated mapping of existing and future land uses
- Develop demographic projections

Being a rules-based model, "*WhatIf?*" cannot directly accommodate principles of land use economics, but approximations are possible using several configuration options and professional judgment. Up to five (5) projection years may be modeled, with any length of time between each.

For the purposes of this Study, it is expected that the following data would be required:

- Population and Employment Growth Projections
- Real Estate Demand Projections, based on Growth Projections
- Existing Land Use data, at the parcel level
- Existing Transportation and Other Infrastructure
- Existing Land Use Plans, General and Specific Plans
- Existing Infrastructure and Transportation Plans
- Natural factors data – Topography, agricultural land, riparian corridors, valuable ecological habitat, etc.

The *WhatIf?* Land Use Allocation Tool will be applied to provide the following:

- Clarity in Land Use Assumptions
  - The *WhatIf?* tool requires that a clear set of assumptions be made regarding the future capacity of specific general plan or zoning designations.
  - Capacities can be calculated using more detailed geography, potential at a parcel-by-parcel basis. The assumptions that are made are clearly documented, can be replicated without much effort.
  - The assumptions can be fairly easily varied to test a range of future market demand or other growth variables.

- *More Detailed and Clear Allocation of Future Growth*
  - *WhatIf?* allocates growth to a level of geography that is defined by the user and the availability of data. In the case of Metro Rural Loop Study Area this will be down to the parcel level.
  - This level of detail allows growth alternatives to be mapped at the parcel level, which is easier to understand when compared with demographic projections to TAZ geography.
  - The *WhatIf?* tool also gives the user the ability to clearly define and direct growth based upon market and natural factors, as well as general preferences for where growth should be allocated first.
  - In addition to being more visually clear the outputs can be brought into the *INDEX* assessment tool for more fine-grained analysis.

To allow comparison with the land use and transportation alternatives that are being developed in the San Joaquin Valley Blueprint process, the Loop Alternative will include an interim allocation and transportation network illustrating growth and transportation system construction by the year 2050. The alternative will be presented in a GIS mapping illustrating land uses in a 'grid' pattern and set of land use categories that is comparable with *UPLAN* (the land use allocation model being used in the Blueprint process).

Task 3.3: Prepare a Working Paper – *Metro Rural Loop Land Use Assessment* that describes the recommended alternative land use scenario designations.

Task 3 Timeline: Complete by March 31, 2007
Task 3 Deliverables: Task 3.1 Memo outlining the extent, transit systems and land use/development character of the Metro Rural Loop Alternative developed in the working session. Task 3.2 *WhatIf?* land use allocations for a Blueprint based 'base case' Alternative (Year 2110) and the Metro Rural Loop Alternative (Years 2050 and 2110). Task 3.3 Working Paper – *Metro Rural Loop Regional 'Build-out' Land Use Pattern ($42,500)*

TASK 4 – Prepare and Assess Indicators
Task 4.1: Use the latest GIS-based indicator and transportation models to assess the impacts of the more intensive development futures on demographic distribution, transportation patterns and performance, and a number of other issues of concern in the Region. The proposed methodology and tools are those that were developed for the San Joaquin Growth Response Study (GRS). including *INDEX* and the 4-D Process or "Density, Diversity, Design, and Destinations".

INDEX

The Indicator/Visualization Model or *INDEX model:*

- Determines what the effects of growth will be under alternative development plans
- Allows scenario testing — comparisons to baseline/business-as-usual conditions
- Is a GIS-based analysis tool
- Assesses land use and demographic patterns - sample indicators
- Provides for a broad range of indicators
- Includes a total of over 70 indicators such as:
  - *Proximity to Amenities*: The average travel distance of residents to amenities such as schools, community centers, activity centers, etc.
  - *Transit Proximity to Housing*: The average walk distance from all residents to closest transit stop.
  - *Transit-Oriented Residential Density*: Average number of dwelling units per net residential acre with a walkable distance from a transit stop.
  - *Internal Street Connectivity:* Ratio of street intersections versus cul-de-sacs and dead ends.
  - *External Street Connectivity:* Average distance between ingress/egress streets on study area extents.
  - *Residential Multi-Modal Access:* Percent of dwellings within 1/8 mi. of three or more travel modes (bike, car, transit, or walk).
  - *Pedestrian Accessibilities:* Average Percent of origins within 15 minute walk time from destination points.
  - *Pedestrian Network Coverage:* Percent of total street frontage with improved sidewalks on both sides.
  - *Other Transportation Indicators:* Street network density, street route directness, pedestrian crossing distance, transit service coverage, etc. These are useful both for direct comparison between scenarios and to guide the 4D post-processing of standard transportation model outputs, see below.

- Facilitates 4D Analysis
  - *INDEX* can provide transportation modelers with the information necessary to understand how variations across scenarios in land use mix, intensity, and transportation network can affect travel demand.

Data needs for *INDEX* are determined by the scope and number of indicators in a given version. For the current version this is likely to include parcel-level GIS coverages of:

- Land-use (general plan category, COG-model trip generation category)
- Housing
- Employment
- Transportation (transit stops, and ideally street centerlines)
- Infrastructure (whether or not parcel is served)

Other related community data (e.g. location of key public facilities such as schools) may also be included. Data availability is a key consideration in indicator selection and use. Most of the required input data for *INDEX* will come from the Land Use Allocation model or *WhatIf?*. It will be necessary to independently develop future street and sidewalk network assumptions for local accessibility and walkability analysis.

INDEX will produce indicator results in numeric and map form; comparative charting of multiple case results; and documentation of all input parameters and assumptions.

Transportation Assessment – 4Ds

Transportation network changes are made using regional traffic models to reflect the alternative loop configurations. These changes are made to the models using network-editing software for each alternative scenario. The assumptions about changes in land use are input to *INDEX*, which is used to determine the amount of each land use assigned to each TAZ as described above. The land use files and the network files then serve as inputs to the conventional four-step traffic models, and produce conventional forecasts for vehicle trips (VT) and vehicle miles traveled (VMT).

Up to this point the process is exactly like any conventional model. The 4D post-processing begins by computing the differences in such TAZ land use characteristics as residential density and retail/non-retail job mix. Assumptions are also made about differences in other characteristics that are not normally found in either land use or transportation models. These include such things as sidewalk completeness, block size, and route directness. Elasticities for each of these TAZ characteristics were computed from household survey data and can be applied to the percentage differences between each of the alternative scenarios being tested. The results are adjustment factors for the forecast VT and VMT for each TAZ.

If separate elasticities were computed for each trip purpose then a different adjustment factor will be produced for each purpose. These adjustment factors are then applied to the original forecasts to produce the adjusted forecast for the scenario being tested. The adjusted forecast for each alternative scenario can then be compared. This comparison included both the differences that

conventional modeling would reveal and also differences that a conventional model would have missed.

The heart of the 4D methodology lies in the elasticities that are used to adjust the VT and VMT forecast. These are computed based on data on actual travel behavior obtained from household surveys. Regression analysis is used to determine the effect that each of the four Ds (residential and job density, neighborhood design, diversity of land uses, and proximity to destinations) has on the number of vehicle trips and vehicle miles traveled while holding other factors (household size, income, etc.) constant. Different formulas are tried for each of the Ds until the formula most appropriate for local circumstances, in terms of statistical significance, is found. If any given characteristic is found not to have a statistically significant effect on travel behavior, to a high degree of confidence, it is not used.

Ideally the elasticities used in the Study Area would be based on local data. Most jurisdictions that have conventional traffic models have at least some local data that can be used in the 4D application. Since recent local survey data was not available for Fresno or Madera Counties, the Study Team drew on a growing library of national survey data on analogous regions such as the Sacramento region.

With regard to specific data needs, the 4-Ds post processor requires the following information:

- Study Area totals of employees and population added/subtracted in scenario relative to Initial Run.
- TAZ maps showing number of employees and population added/subtracted relative to Initial Run.
- Study Area TP+ model-based transit network, including service frequencies, capacities and speeds.
- Study Area TP+ model highway network with congestion data (speeds or volume/capacity).
- Parcel or TAZ-level information regarding block size and sidewalks/pedestrian paths.

As noted above, Fresno COG has a mode split model, which uses the comparative costs (in time, money and effort) to estimate shares of travel via transit, auto or non-motorized mode. This is the tool that will be used for estimating regional transit patronage in the Study Area.

Transportation Model Enhancements to TP+ will provide for the following:

- Enhancement of the Fresno/Madera Region's existing transportation and air quality models to be more "use" specific and to test various planning policies and land use alternatives
- The 4D process (Density, Design, Diversity, and Destinations) because many factors affect travel demand that are not easily reflected in traditional four-step models, e.g., due to scale of the TAZs.
- The 4D process allows the model to be sensitive to smart growth land use and transportation elements that encourage linking of trips and increased transit ridership, walking, and bicycling.

The outcome of the modeling process will identify the capacity and performance of the multi-modal transportation corridors and subregional transportation system or "feeder" system, which is composed of both street and highway and mass transportation corridors. Refinements to the land use designations and corridors may be recommended to enhance use of the multi-modal

transportation system. It would be assumed that the California High Speed Rail Corridor would be implemented with a major station within the Loop. The product of this Task will be a paper and model files documenting the feasibility of the Loop in terms of its ability to reduce trips and vehicle miles traveled in the Region.

Task 4.2 – Working Paper describing/incorporating results of the Network Assessment.

Task 4 Timeline: Complete by May 20, 2007
Task 4 Deliverables: Task 4.1 Technical Report – Description of the methodologies used in developing the indicator (INDEX) and transportation modeling/post-processing to reflect 4Ds; Technical Data – GIS shape files & database reflecting the Year 2110 transportation network/technical data outputs for Fresno and Madera Counties; Task 4.2 Working Paper – *Metro Rural Loop Transportation Assessment*
Task 4 Outcomes: Modeling of Year 2110 transportation characteristics for the Loop concept and recommendations regarding the feasibility of the Loop concept from a technical transportation standpoint and in regards to political feasibility; as well as recommended refinements and steps that could be taken towards further development of the concept and continuing to build a framework for regional cooperation in transportation, economic development, and land use planning in both counties.
Internal Measures of Performance: Weekly conference calls, project tracking using Project Script software, coordination with regional and local agencies ($59,000)

TASK 5 – Economic Benefit Assessment to Inform Planned Land Use and Growth
Task 5.1: Task 5: Economic Benefits Analysis
The VRPA Team will assess the economic benefits associated with the Metro Rural Loop Corridor. The differences between the base case alternative and the Metro Rural Loop alternative relevant to economic impacts will be determined based on the work effort in the preceding tasks. Such differences might include:

- Vehicle miles traveled
- Time spent commuting
- Overall footprint of development
- Amount of workspace by location
- Range of housing choices available
- Agricultural land lost

These differences will then be evaluated both quantitatively and qualitatively to determine the economic benefits associated with implementing the Metro Rural Loop alternative. Indicators of economic benefit might include:

- Changes in productivity/ value of time lost associated with commuting
- Number and type of jobs by location
- Development value generated
- Infrastructure investment requirements
- Housing options and economic effects
- Impacts on the agricultural industry
- Overall quality of life effects

Task 5 Timeline: Complete by June 10, 2008
Task 5 Deliverable: Task 5.1 Working Paper – *Metro Rural Loop Economic Benefits Analysis*
Task 5 Outcome: Framework for determining the economic benefit of the Metro Rural Loop land use and transportation concept.
Internal Measures of Performance: Weekly conference calls, project tracking using Project Script software, coordination with regional and local agencies ($27,000)

TASK 6 – Explore Options for Regional Cooperation in Agricultural Preservation
Task 6.1: Work with regional agencies, the Agricultural Commissioners, Farm Bureaus, the American Farmland Trust, farmland preservation groups and other stakeholder groups to determine the feasibility of meeting long-term farmland preservation goals in both Counties for areas located within and adjacent to the Loop. This work activity would identify the extent of farmland preservation planning and funding required to implement preservation policies and programs. This task would also include coordination with the Model Farm Land Conservation and Land Buffer Task Force. The product of this task would be a paper that documents the process required to establish a farmland preservation program, the recommended political structure, and the schedule and funding possibilities.

Task 6 Timeline: Complete by February 28, 2008
Task 6 Deliverable: Task 6.1 Working Paper – *Recommendations for Planning and Implementing a Bi-County Farmland Preservation Program*
Task 6 Outcome: Recommendations for continued building of regional cooperation between Fresno and Madera Counties in regards to farmland preservation and conservation.
Internal Measures of Performance: Weekly conference calls, project tracking using Project Script software, coordination with regional and local agencies ($10,000)

Task 7 - General Feasibility Assessment of Meeting Habitat and Resource Conservation Goals.
Task 7.1: Work with regional agencies and stakeholder groups including the Sierra Club, Federal Highways Administration (FHWA) and others to determine the feasibility of preparing a Resource Management Plan (RMP) for areas located within and adjacent to the Loop. In addition, the RMP should address interconnected lands to the Loop located outside its environs. Identify the extent of RMP planning and funding required for establishing a RMP, the recommended political structure, applicable state and federal laws and the schedule and funding possibilities.

Task 7 Timeline: Complete by May 31, 2008
Task 7 Deliverable: Task 7.1 Working Paper – *Recommendations for Planning and Implementing a Bi-County Resource Management Plan*
Task 7 Outcome: Recommendations for continued building of regional cooperation between the Counties regarding habitat preservation and conservation.
Internal Measures of Performance: Weekly conference calls, project tracking using Project Script software, coordination with regional and local agencies ($12,000)

Metro Rural Loop Corridor Preservation Feasibility Study			
Task Completion Timeline			
VRPA Technologies, Inc.			
Metro Rural Loop Corridor Preservation Feasibility Study			
Exhibit A (page 9) - Total Fee Costs by Task (for progress billings)			
Task #	**Task**	**Total Task Fee**	**Target Completion Date**
1	Set Parameters for Regional Cooperation	$18,000	June 31, 2008
2	Establish Base Demographic and Land Use Projections	$6,500	November 30, 2007
3	Prepare Land Use and Transportation Network Alternatives	$42,500	March 31,2008
4	Prepare and Assess Indicators	$59,000	May 20, 2008
5	Economic Benefit Assessment to Inform Planned Land Use and Growth	$27,000	June 10, 2008
6	Explore Options for Regional Cooperation in Agricultural Preservation	$10,000	February 28, 2008
7	General Feasibility Assessment of Meeting Habitat and Resource Conservation Goals	$12,000	May 31,2008
		$175,000	

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno and VRPA Technologies, Inc.
Metro Rural Loop Corridor Preservation Feasibility Study
PROJECT TITLE

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

CONSULTANT shall maintain limits of liability of not less than:

1. General Liability:

   $1,000,000 per occurrence for bodily injury and property damage
   $1,000,000 per occurrence for personal and advertising injury
   $2,000,000 aggregate for products and completed operations
   $2,000,000 general aggregate applying separately to the work performed under the Agreement

2. Automobile Liability:

   $1,000,000 per accident for bodily injury and property damage

3. Employer's Liability:

   $1,000,000 each accident for bodily injury
   $1,000,000 disease each employee
   $1,000,000 disease policy limit

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4. Professional Liability (Errors and Omissions)

   $1,000,000 per claim/occurrence
   $2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.

3. CONSULTANT'S insurance coverage shall be primary and no contribution shall be required of CITY.

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

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

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

2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year discovery period. This requirement shall survive expiration or termination of the Agreement.

22/25

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONSULTANT must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.

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

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

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

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

Verification of Coverage

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

Metro Rural Loop Corridor Preservation Feasibility Study
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Signature

Leonard Vivian
(name)

VRPA Technologies, Inc.
(company)

4630 W. Jennifer, Suite 105
(address)

Fresno, CA 93722
(city state zip)

October 17, 2007

RECEIVED

2007 OCT 22 PM 1:54

CITY CLERK, FRESNO CA

Council Adoption: 10/16/07
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR ALAN AUTRY

FROM: REBECCA E. KLISCH, CMC
City Clerk

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 10/16/07, Council took legislative action entitled **Authorize prof svcs agrmnt w/VRPA Technologies, Inc, transportation planning svcs for Metro Rural Loop Corridor Pres. Feasibility Study**, Item No. **9:30 A.M. B**, by the following vote:

Ayes	:	Calhoun, Dages, Duncan, Sterling, Westerlund, Xiong, Perea
Noes	:	None
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before October 29, 2007. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

****

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

_____

_____

Alan Autry, Mayor

Date: 10/22/07

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes :
Noes :
Absent :
Abstain :

25/25

EXHIBIT "B"-2

Transportation Planning • Traffic Engineering • Intelligent Transportation Systems
Environmental Assessments • Public Outreach

VRPA Technologies, Inc.

Georgiena M. Vivian
Vice President

Georgiena Vivian leads all transportation planning-related projects for the firm. She provides comprehensive consulting services throughout the State of California, other Western States, and the East Coast. Specialized fields of experience include transportation and land use planning/modeling, circulation and traffic engineering analysis, transportation demand and systems management, infrastructure financial planning, Intelligent Transportation Systems (ITS) planning and integration, as well as mass transportation, bicycle, non-motorized, and aviation planning and design. Furthermore, Ms. Vivian has extensive experience in land use, regional housing needs, environmental analysis, and air quality and noise planning and modeling.

Ms. Vivian has accumulated over thirty-six (36) years of professional planning and engineering experience beginning her career with the City of Fresno in 1971, Fresno COG in 1977, and founding VRPA in 1988. Overall, Ms. Vivian's experience includes regional, general, community and specific plans with emphasis on traffic studies/modeling, air quality and noise impact analysis, land use, housing and circulation. Specific accomplishments include transportation corridor studies, financing plans for freeway construction, financial sales tax measure plans and analysis, congestion management programs, park and ride feasibility analysis, regional transportation and land use plans, transit studies and plans, parking studies, development and calibration/validation of regional and local transportation land use and transportation models, and development of regional socioeconomic data. Other areas of experience include parking management, signal design, environmental impact assessments, documents and reports, housing elements, and land use studies. Ms. Vivian also has extensive knowledge of transportation demand management (TDM) and has completed plans and programs throughout the State. In the area of *Current Planning*, Ms. Vivian has significant experience in the preparation of zoning and subdivision ordinances, planning procedures, grant proposals, and NEPA and CEQA guidelines.

Ms. Vivian has led or been involved with the following studies related to the Metro Rural Loop project:

- San Joaquin Valley Growth Response Study (Prime 2005)
- SR 41 Corridor Study (Prime 2007)
- Fresno, Madera, Kings, & Tulare Blueprint Programs (Prime 2006 – 2008)
- Fresno & Madera County Regional Transportation Plans and/or EIRs (Prime 1994/2001/2007)
- Fresno/Madera E-W Corridor Study (Phase 1 Prime, Phase 2 Subconsultant) 1998/2002
- Public Transportation Infrastructure Study (Phase 1 – Subconsultant) 2006
- Measure "C" ½ Cent Sales Tax Transportation Expenditure Plan and EIR (Prime 2006)
- Measure "T" ½ Cent Sales Tax for Transportation Expenditure Plan and EIR (Prime 2006)
- (4630 W. Jennifer, Ste. 105, Fresno, CA 93722 – Ph: (559)271-1200 – Fax: (559)271-1269 – Email: gvivian@vrpatechnologies.com)

COMMUNITY DESIGN · ARCHITECTURE

REGION • CITY • NEIGHBORHOOD • BUILDING

Philip Erickson, AIA
President

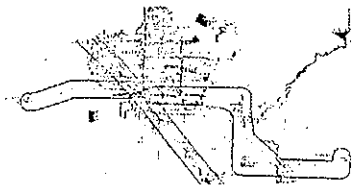
Philip Erickson is a planner, urban designer, and architect with over 20 years of experience in community and urban design, land use and site planning, land use/transportation planning, and feasibility analysis. He has been responsible for the management of multidisciplinary teams providing services to both public and private clients, and has been project designer and manager for a variety of projects, including:

- Regional transportation and land use projects;
- Major new towns and master planned communities in the United States and Pacific Rim;
- Transit-oriented, mixed-use neighborhoods, and transit station areas; and,
- Public policy and program design for smart growth implementation.

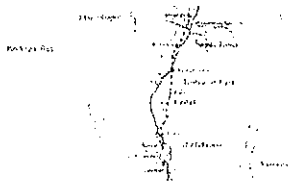
Mr. Erickson's successful completion of these projects results from his commitment to working with the client to critically analyze their needs and identify creative solutions and designs to satisfy these needs. His approach balances a stakeholder consensus-building process with design and technical analysis. His broad experience in design, implementation, transportation planning, market economics, and management allow him to effectively work with and focus the efforts of multidisciplinary teams. He has Masters degrees in Architecture and in City Planning from the University of California at Berkeley.

Example Projects

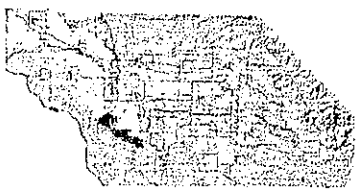
San Joaquin Growth Response Study, Phase III
San Joaquin Valley, California — *Caltrans*
Principal-in-Charge — *2003-2005*
Regional growth study for Fresno/Clovis Region as a model project for planning next 40 years of growth of Central Valley. Project utilizes GIS-based land use allocation and analysis tools to project growth patterns into several scenarios and assess their success in addressing a set of smart growth indicators.



Fresno PTIS
Fresno County, California — *FAX and Fresno County*
Principal-in-Charge — *2005-2006*
This project identified potential corridors for enhanced inter-city transit service, and infrastructure and land use improvements that will support transit investments. CD+A identified 42 potential transit stops on major arterial streets and rail rights-of-way. Detailed recommendations for infrastructure improvements and land use policy recommendations were made.



SMART Station Planning & Regional TOD Policy
Sonoma and Marin Counties, California — *SMART*
Principal-in-Charge — *2003-*
Working with SMART Board and staff and 8 local jurisdictions in designing multi-modal station plans for proposed SMART commuter rail system, and in developing TOD policies and strategies for the areas surrounding SMART stations. Work with SMART to pursue key joint development opportunities.



Treasure Valley Futures
Ada & Canyon Counties, Idaho — *COMPASS*
Principal-in-Charge — *2000-2002*
Regional growth study and development strategies for fast grow-ing 14 city region around Idaho's capital of Boise. Included developing alternative growth patterns for new communities and employment centers. Consensus building process with elected officials and developers from the entire region.

350 Frank Ogawa Plaza, 5th Floor, Oakland, CA 94612 Telephone 510.839.4568 Facsimile 510.839.4570
Philip Erickson, AIA, Architect Timothy Roos, AICP

Richard W. Lee, Ph.D. AICP, is a Senior Transportation Planner in Fehr & Peers' Walnut Creek office. He has over 20 years of experience as a transportation consultant and academic. His consulting experience includes management of Regional Transportation Plans, General Plan studies and Congestion Management programs, as well as a wide variety of traffic impact analysis, travel demand management, and transportation policy studies, including many in the San Joaquin Valley. Mr. Lee earned his Masters Degrees in Civil Engineering (1984) and City and Regional Planning (1985) and his Ph.D. in City and Regional Planning (1995) all from the University of California at Berkeley. He has taught transportation planning and led transportation research projects at several universities, including Massey University in New Zealand, and most recently, California Polytechnic State University, San Luis Obispo. Mr. Lee is also a Research Associate with the Mineta Transportation Institute at San José State University.

RELATED EXPERIENCE

Regional Transportation Studies

- Fresno COG Public Transportation Infrastructure Study
- San Joaquin Valley Growth Response Study, Phase III
- California High Speed Train Program EIR/EIS
- Stanislaus Regional Transportation Plan and EIR
- Santa Cruz County Initial Congestion Management Program

Selected Transportation Research Projects

- Project Director: Applying Smart Growth Principles and Strategies to Land Use Conflicts Around Airports (2004)
- Principal Investigator: Delphi Panel Survey of leading academic researchers on the Travel Demand Effects of the "4Ds" land use variables: Density, Diversity Design, and Destinations (2003).
- Project Director: Sustainable Transportation Indicators for California (2002-2003)
- Project Director: California General Plan Process and Sustainable Transportation (2001-2002)
- Research Director: California Air Resources Board Transportation-Related Land Use Strategies to Minimize Motor Vehicle Emissions: An Indirect Source Research Study (1993-1995)

Transportation Education

- Adjunct Lecturer, UC Berkeley and Cal Poly, San Luis Obispo
- Ten years full-time teaching university level transportation planning and policy courses (graduate and undergraduate)

Extensive experience teaching transportation professionals Integrated Land Use/Transportation Studies

Manager, traffic and circulation studies for commercial, residential, and institutional projects. These studies typically addressed on-site and off-site circulation issues, traffic impacts at critical off-site locations, advance planning issues such as regional and local access, and strategic land use distribution to minimize traffic impacts. Clients include:

- County of Stanislaus
- City of Hercules
- City of Fairfield
- City of Tracy
- City of Berkeley
- City of Napa
- Hacienda Business Park

EDUCATION

University of Cambridge, U.K., Master of Economics, 1992.

Further studies at the University of California, Berkeley, and the Institut d'Etudes Politiques de Paris, France.

PREVIOUS EMPLOYMENT

Executive Vice President, Economic & Planning Systems, Inc., 1994-2007

Auditor, University of California, Berkeley, 1993-1994

Consultant, Ernst & Young, London, U.K., 1992

PAPERS

Preventing Sprawl: Farmers and Environmentalists Working Together, 2003

Quantifying Our Quality of Life: An Economic Analysis of the East Bay's Unique Environment, an East Bay Regional Park District Publication, 2000

The Upside of Base Closure: Tools for Reinvesting in Communities, an East Bay Conversion and Reinvestment Commission Publication, 2000

The Impact of State Actions upon Local Government Fiscal Affairs, 1997

TEIFION RICE-EVANS

Executive Vice President

As Executive Vice President at EPS, Mr. Rice-Evans manages complex consulting assignments in the areas of real estate economics, public finance, economic development and revitalization, economic and fiscal analysis, and growth management.

EXPERTISE

Urban Revitalization/ Economic Development

Analyzed links between regional demographic and economic growth, industry cluster development, and real estate reuse opportunities in numerous cities and regions. Experience includes evaluating the reuse potential of brownfield sites, transportation corridors, downtowns, and regions as a whole.

Real Estate Market and Financial Feasibility Analysis

Analyzed the market and financial feasibility of residential, retail/commercial, office, industrial, and mixed-use developments. Project experience includes the financial feasibility of private real estate development projects, public-private development projects, and military base reuse plans.

Public Finance

Managed various projects focused on evaluating and implementing public financing options. Options addressed include development impact fee studies, redevelopment tax increment financing, community facilities districts, and benefit assessment districts. Financing programs are established to meet financing needs in compliance with current legal statutes.

Economic/ Fiscal Analysis

Assessed the economic and fiscal impacts of a variety of projects. These studies have assisted local jurisdictions assess the potential economic benefits of new development as well as their budget and level of service impacts. He has also developed detailed pro forma operational and capital budgets to analyze the feasibility of municipal incorporation and special district formation.

Growth Management Plans

Contributed to various growth management studies. These studies have focused on a variety of policy goals, including covering the costs of growth, clustering development, and open space and agricultural conservation.

EXHIBIT B-3

Metro Rural Loop Corridor Preservation Feasibility Study

Full Proposal for Seed Grant to the California Partnership

Description of Proposed Project

Statement of the Overall Goal of the Project – An Initial Scope and Tasks Clarifying Preamble

The California Partnership for the San Joaquin Valley has a unique opportunity to provide a $250,000 Seed Grant to the Metro Rural Loop Corridor Preservation Feasibility Committee – an opportunity for which we are very grateful.

A truly historic regional collaboration is being launched in Fresno and Madera counties with the clear potential to positively impact the entire San Joaquin Valley. As documented by the attached letters of commitment and support, 17 incorporated cities, two county governments, and numerous other public, business, environmental, civic, and community-based partner organizations, are coming together with the goal of creating world class and exemplary solutions for the transportation, land use, agriculture, housing, economic development, air quality, and energy issues facing the San Joaquin Valley.

The focus or goal of this remarkable collaborative effort is to evaluate and assess the feasibility of a bold concept for a high-capacity, mass transit-based, multi-modal corridor system (Metro Rural Loop) that would efficiently link cities and counties together into an effective regional metropolitan area that demonstrably balances economy, environment, and equity for the five to six million residents projected to live and work here in 100 years. The key conceptual premise of Metro Rural Loop is the possibility of wide, inter-connecting transportation corridors supported by coordinated regional land use policies adopted by local jurisdictions that clearly implement the compact urban development and higher densities necessary to support advanced, mass transit-based, multi-modal transportation options and superlative economic development opportunities, while protecting our irreplaceable commercial agriculture base and unparalleled environmental and natural resources.

The first action steps of the Metro Rural Loop Corridor Preservation Feasibility Committee must be to evaluate and assess the feasibilities of geographic location, political coordination, agriculture and natural resource preservation, and economic development potentialities of the Metro Rural Loop. This initial movement toward agreement about specifically identified corridors and governmental joint powers agreements for land use policy coordination along corridors – is critical. The feasibility study framework proposed and its results, become the practical platform for all other important and related topical discussions such as air quality, innovative clean energy technologies, affordable housing, etc. It is imperative that all parties to the Metro Rural Loop Corridor Preservation Feasibility Study process and The California Partnership understand the necessary order of actions and agreements that form the basis for success. While the Metro Rural Loop concept is ultimately about mass transit and advanced technology for transportation systems and Smart Growth outcomes, it must first be about the collaborative process and tasks of testing the essential feasibilities noted and building shared inter-jurisdictional aspirations and agreements for action.

Description of the Specific Program Components

Metro Rural Loop is an innovative regional development approach envisioning a Multi-Modal, Multi-City, and Multi-County Transit-Oriented Transportation Corridor System that would directly and efficiently link the

development of 14 incorporated cities in Fresno and Madera Counties, and define one of the most significant, sustainable, effective, and attractive Smart Growth oriented regional metropolitan areas for the future of California.

Metro Rural Loop represents a comprehensive, systems change initiative that clearly augments leadership from the California Partnership and addresses the direct implementation of 14 high priority Strategic Action Goals of the Partnership (and complements other Seed Grants and supports the implementation of nine additional goals) for Transportation; Land Use, Agriculture, and Housing; Economic Development; Air Quality; and Energy. Metro Rural Loop definitively achieves immediate and measurable regional collaboration involving all levels of government, fosters greater public-private collaboration, engages citizenry and mobilizes volunteers by bringing together 17 cities, two counties, Council of Governments, and county transportation authorities, state agencies, regional districts, and numerous business, agricultural, environmental, community and civic association leaders for shared regional planning and feasibility tasks, while laying a solid foundation for high priority goal implementation.

Metro Rural Loop has its seeds in successful integrated strategies that have been implemented in other regions of the country and can be used as a prototype for the other larger cities in the San Joaquin Valley. It sets the stage for connecting the major cities and the smaller communities along the 99 corridor using multi-modal options.

Looking Out 100 Years to See the Urgency for Metro Rural Loop Corridor Preservation

Exploring the feasibility of Metro Rural Loop in Fresno and Madera Counties is a practical opportunity to demonstrate how local, regional and state jurisdictions, business, agriculture, environmental and civic associations in our region can effectively work together toward shared goals that achieve significant efficiencies in the use of precious resources and increased air quality while creating global scale competitive advantages for economic development.

The pressures are intense in our region to grow at any cost in any direction. The San Joaquin Valley is now a key focus area for California's growth and development for the long-term future. Based upon the historical doubling of our Valley's population every 30 years, the eight counties of the San Joaquin Valley can grow from 3.5 million to 15 million residents over the next 100 years. Based upon the 2 percent annual population growth rates experienced - the urban areas apparently growing together in Fresno-Madera Counties that now contain an estimated 800,000 plus population can be reasonably expected to house a regional metropolitan population of between five and six million residents by 2107.

Current transportation systems, land use plans and policies, development patterns, and governance processes are short-term oriented and fragmented. Such practices do not reflect the benefits of sufficiently long-term regional thinking, planning, or coordination. Conversely, the Metro Rural Loop can lead to outcomes valued by the California Partnership, and existing and potential residents, investors, businesses, employers, such as:

- Innovative transportation systems, increased travel choices and improved mobility, efficient regional and state goods movement, air quality, and economic prosperity;
- Urban development directed in appropriate areas for growth, economy, conservation of agricultural land and natural resources; and
- Promotion and use of alternative energy technologies and efficiencies.

The Metro Rural Loop concept long-term outcome specifically calls for a Multi-Modal, Multi-City, and Multi-County Transit-Oriented Transportation Corridor System that would potentially:

- Develop around a wheel and spoke system of wide, high-capacity transportation corridors along expanded State Routes 99, 41, 180, and 168, and newly aligned and extended State Routes 65 and 145 (see attached maps for Alternatives represented by Exhibits A, B, C, and D);
- Provide for rail, light rail, busways, high occupancy vehicle (HOV) lanes, auto, truck traffic, and bikeways and trails to serve and be supported by SMART high-intensity compact development of mixed use, mixed income residential (providing a basis for significant production of affordable housing), commercial, industrial, public facility and open space land uses aligned and contained to a depth of 1to1 ½ miles along either side of the proposed wheel and spoke corridors;
- Significantly reduce the growth of vehicle miles traveled, fossil fuel consumption, and related air pollution;
- Connect and support the systematic and integrated development of the 14 or more cities and numerous urban activity centers in Fresno and Madera counties that currently are growing together across an area of approximately 1,500 square miles from Madera-Friant on the north to Kerman-Caruthers on the southwest, to Kingsburg-Reedley-Orange Cove on the southeast;
- Provide significantly greater investment, local and global scale economic development, entrepreneurial, and business formation opportunities, diversified employment, affordable housing, and efficient transportation throughout the regional metropolitan system for the reasonable estimate of 5.8 million people who will reside here in 100 years (by 2107);
- Permanently preserve significant amounts of commercial scale prime farmland within the corridor spokes (goal of preserving an estimated 500 - 700 square miles that will otherwise be consumed by urban and rural residential development over the next 100 years), in addition to permanent commercial scale farmland preservation outside the wheel corridors;
- Permanently preserve critical wildlife habitat, regional recreation, and other environmentally sensitive lands, and conserve natural resources, both within the spokes, and along and outside the wheel corridors;
- Engage and provide greater support for the economic development and transportation links of rural cities not in close proximity or otherwise directly connected to the Metro Rural Loop wheel and spoke corridors (all incorporated cities in the two counties should be parties to Metro Rural Loop development and benefit to the degrees possible from planning, resource development and economies created by the system); and
- Represent a model for highly effective inter-jurisdictional governance of land use policy, regional scale public-private collaboration, and sustainable agriculture, economic and community development, and environmental quality.

The purpose of the Metro Rural Loop Corridor Preservation Feasibility Study outlined in this concept proposal <u>represents the necessary and urgent work of preserving the wide multi-modal transportation corridors needed to serve the millions who will reside and work here in the next 100 years, and which corridors are currently threatened by uncoordinated planning and development policies</u>. Transportation corridor preservation for Metro Rural Loop has several forms: (1) Establishing and preserving new alignments and sufficient rights-of way widths on proposed SR 65, and existing and realigned SR 145, and new routes along or near other alignments in the two counties, and (2) Preserving and expanding the ability to utilize existing rights-of-way on State Routes 99, 41, 168 and 180 for rail-based mass transit, as has developed in the SF Bay Area, that is now in jeopardy of being lost in Fresno and Madera Counties according to Caltrans District 6 Staff. We must act quickly to preserve transportation options for the future of this region. Focusing and containing Smart Growth development along certain corridor segments, while generally using corridors as design boundaries for permanently protecting farmland, habitat, and natural resources, must also be assessed at the same time through the feasibility study.

How We Will Go About Working Together to Test the Feasibility of Metro Rural Loop Corridor Preservation?

Memorandum of Understanding for a Multi-Jurisdictional Coalition and Steering Committee: In the event a full proposal is requested by the California Partnership, the Metro Rural Loop Corridor Feasibility Committee will work to implement a memorandum of understanding (MOU) among all the 17 municipal jurisdictions and the counties of Fresno and Madera to conduct the feasibility study together with the related Councils of Governments and transportation authorities, Caltrans, the San Joaquin Valley Air Pollution Control District, other governmental agencies and our key Madera and Fresno business, agricultural, environmental, community and civic organizational leaders and associations. A formal, representative Metro Rural Loop Steering Committee will be formed of these MOU partners.

Staff and Fiscal Agency: City of Fresno Planning and Development Department has volunteered to serve as key staff, fiscal agent, and grant writer for the Metro Rural Loop Corridor Preservation Feasibility Committee until such time as a formal MOU and the Metro Rural Loop Steering Committee prescribes otherwise.

Professional Technical Services for Feasibility Study: We have procure the services of VRPA Technologies, Inc and their experienced multi-disciplinary team of professionals who offer comprehensive consulting services in the fields transportation and land use planning/modeling, circulation and traffic engineering analysis, transportation demand and systems management, infrastructure financial planning, economic research, Intelligent Transportation Systems (ITS) planning and integration, as well as mass transportation, land use, regional housing needs, environmental analysis, and air quality planning and modeling.

Our Commitments to Using the Feasibility Study and Budget to Accomplish the Tasks and Multifaceted Collaboration Goals of the California Partnership:

- Retain the necessary professional technical services, but also encourage leadership and full engagement from all Metro Rural Loop Steering Committee members, emphasizing participation of smaller cities by covering some of their out-of-pocket expenses, and asking all partners to provide some in-kind services and donations of time and materials.
- Strengthen our communication, mutual understandings, relationships, vision, and commitments to the success of our region, integrating all Metro Rural Loop efforts with the Regional Blueprints for Fresno and Madera Counties
- Build our shared learning about best practices and successful working models by inviting known experts from other regions to join our deliberations about each of the six products/deliverables/expected outcomes we seek.
- Leverage significantly greater financial resources to support completion of all stages of Metro Rural Loop Corridor Preservation.

Expected Outcomes and Deliverables of the Metro Rural Loop Corridor Preservation Study

The Metro Rural Loop Corridor Preservation Feasibility Study has six key outcomes/deliverable areas and will evaluate four alternative conceptual design scenarios for integrating transportation and Smart Growth (see attached Corridor Map Alternative Exhibits A, B, C, & D):

1. *Geographic Location and Capacity Analysis:* General feasibility assessment of the conceptual locations proposed for corridors and the determination of general capacities (rights-of-way widths)

needed along existing, extended, and projected corridor alignments. This assessment will include an initial calculation of the land use development capacity of existing development areas (including the City of Fresno's Activity Centers and Intensification Corridors) and will define a development pattern within the Metro Rural Loop to achieve the projected 100-year growth projections for population and jobs.

2. *Political Assessment:* General feasibility assessment of multi-jurisdictional support for corridors, potential for joint land use and zoning coordination, and adoption as Regional Blueprint Vision for Fresno and Madera Counties. The ongoing Fresno and Madera Blueprint Programs have provided the opportunity for both Fresno and Madera Counties to collaborate and jointly develop a common set of values and a vision related to future land use, transportation, and environmental planning. This Task would build on that process.
3. *Agriculture Preservation:* General feasibility assessment of meeting long-term agriculture preservation goals of Fresno and Madera Counties, the American Farmland Trust, and other sustainable agricultural advocates. A separate seed grant is being sought to identify methods of preserving agricultural lands in the region.
4. *Natural Resource Management Planning:* General feasibility assessment of meeting natural resource management and regional recreational land goals emerging from the Regional Blueprint process and of the Sierra Club and other interested environmental and civic associations, and Federal, State and local government laws and policies.
5. *Economic Development Leverage:* Researched estimates of the magnitude of additional local and global scale investment, increased economic development activity, and entrepreneurial and business formation opportunities created by Metro Rural Loop that would not likely occur otherwise.
6. *Further Feasibility and Implementation Steps:* Research and outline critical Metro Rural Loop Stage Two and Stage Three Corridor Preservation Implementation Steps including Funding Mechanism Strategies, etc.

Next Stages of Metro Rural Loop Corridor Preservation Study After Seed Grant Efforts

Metro Rural Loop Corridor Preservation – Stage Two: Would generally include funding and developing:

- Specific natural resource management plans, policies, and funding strategies;
- Specific agriculture preservation plans, policies, and funding strategies;
- Detailed corridor rights-of way alignment studies and alignment recommendations; and
- Draft joint powers agreements for adopting alignments, developing coordinated land use and zoning, and shared long-term corridor governance.

Metro Rural Loop Corridor Preservation - Stage Three: Would generally include:

- Adoption of joint powers agreements by all jurisdictions and establishment of regional Metro Rural Loop authority of some type;
- Adoption of specific corridor alignments and land use policies in all jurisdiction's General Plans;
- Obtaining state legislation to encourage and preserve joint powers and/or regional authority, increase local, regional, and state bonding capacity, and provide formal priority for infrastructure funding from the State for agreed-upon phases of Metro Rural Loop land acquisition and system facility construction.

Description of How the Project will Contribute to the Implementation of the Partnership's Strategic Action Proposal

The matrix below summarizes the how Metro Rural Loop will contribute. Metro Rural Loop can directly implement the mission and a significant number of goals for various specific initiatives of the California Partnership for the San Joaquin Valley, such as:

CA Partnership Initiative and Mission	Goals Directly Implemented by Metro Rural Loop	Goals Supported by Metro Rural Loop
Transportation: Build innovative transportation systems to increase travel choices and improve mobility, regional and state goods movement, air quality, and economic prosperity	Goals 5 and 7	Goals 1,2,3, 9, and 10
Land Use, Agriculture, and Housing: Support and promote regional consensus on future land use through the San Joaquin Valley Regional Blueprint Plan process that identifies appropriate areas for growth and economic development, contributing to the conservation of important agricultural land and natural resources and advancing the sustainability of the region	Goals 1, 2, 3, 4, 5, 6, and 7	
Economic Development: Implement creative and collaborative solutions to region-wide infrastructure challenges, focus on the growth of target industries with comparative advantages, and promote the region as a business and tourist destination	Goals 1 and 3	Goals 2 and 4
Air Quality: Enable residents to enjoy healthy air by removing the adverse impacts of poor air quality and improving the quality of life	Goals 5, 6 and 7	
Energy: Promote energy use efficiencies and adoption of clean, renewable energy technologies to ensure reliable supply, grow the economy, and improve air quality		Goals 1 and 2

List of Partners Who are Committed to Supporting the Implementation of the Project as Evidenced by Written Letters of Support (see attach letters)

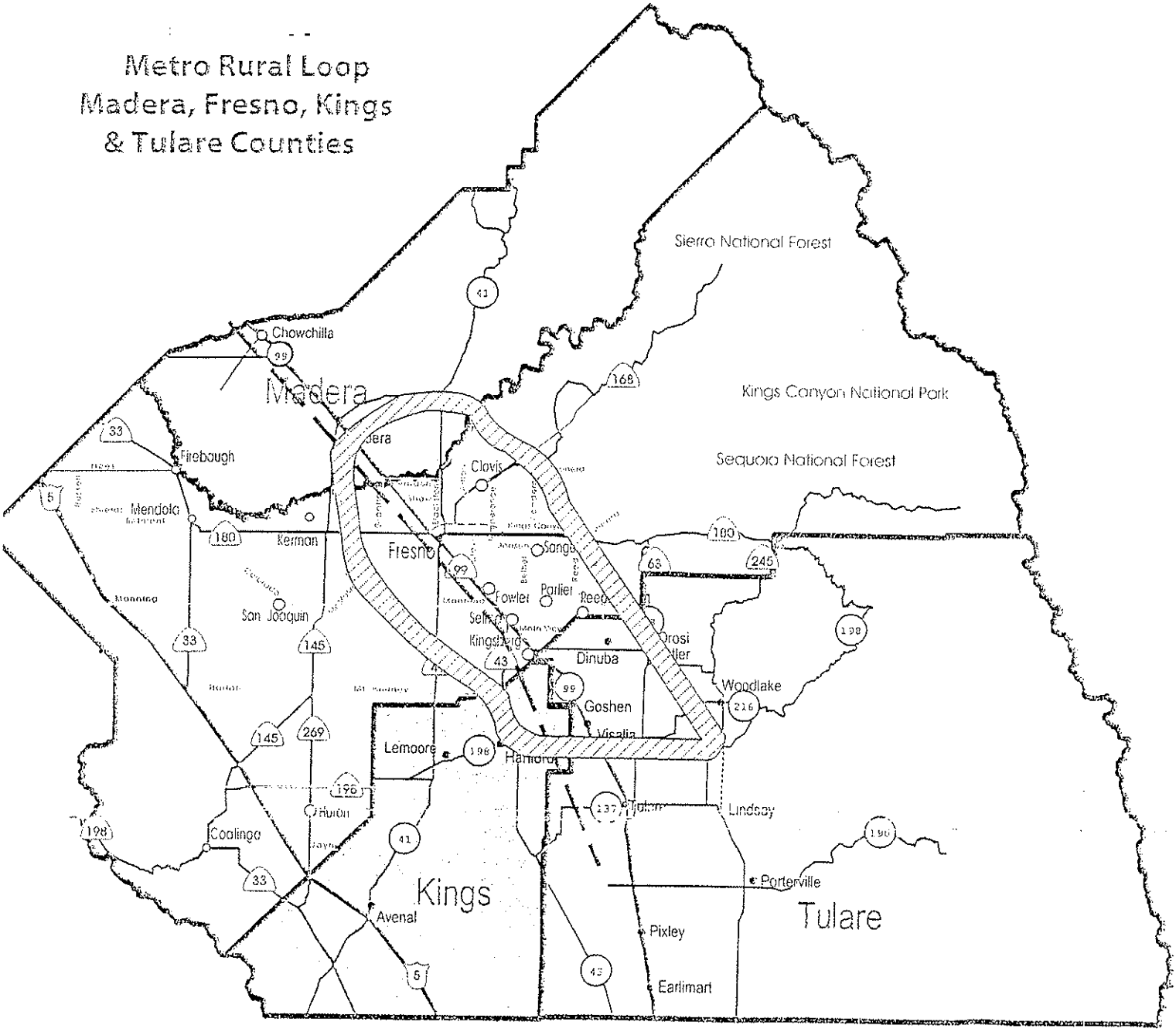
Metro Rural Loop (MRL) Corridor Preservation Feasibility Committee

Organizations	Contact Persons	Contact Information
County of Fresno	Alan Weaver, Director Department of Public Works and Planning	559-262-4078
City of Clovis	Mayor Nathan Magsig, Mayor	559-324-2010, nathanm@cityofclovis.com
City of Coalinga	Steve Julian , City Manager	559-935-1533
City of Firebaugh	Jose Antonio Ramirez, City Manager	559-659-2043 citymanager@ci.firebaugh.ca.us
City of Fowler	David Elias, City Manager	559-834-3113 delias@ci.fowler.ca.us
City of Fresno	Mayor Alan Autry Andy Souza, City Manager	559-621-8000, georgeanne.white@fresno.gov 559-621-7770, andy.souza@fresno.gov
City of Huron	Alan J. Bengyel	559-945-2241 ext 11

	City Manager	ctymgr@cityofhuron.com
City of Kerman	Ron Manfredi, City Manager	559-846-9387 rmanfredi@cityofkerman.org
City of Kingsburg	Don Pauley, City Manager	559-897 5821 dfpauley@cityofkingsburg-ca.gov
City of Mendota	Gabriel Gonzalez, City Manager	559-655 3291 x:15 260-5057 ggonzalez@ci.mendota.ca.us
City of Orange Cove	Mayor Victor P. Lopez	559-626 4492, cityclrk@cityoforangecove.com
City of Parlier	Lou Martinez, City Manager	559-646-3545 Ext. 229 citymanager@parlier.ca.us
City of Reedley	Brian Nakamura, City Manager	559-637-4200 X 212 bnakamura@reedley.com
City of San Joaquin	Amarpreet Dhaliway, Mayor	559-693-4311
City of Sanger	Mike Montelongo, Mayor	559-876-6300 ext. 1300 bhernandez@ci.sanger.ca.us
City of Selma	D-B. Heusser, City Manager	559-891- 2200, Ext. 2250 DBH@cityofselma.com
County of Madera	Ray Beach, Planning Director	559-675-5749 rbeach@madera-county.com
City of Madera	Sally, Bomprezzi, Mayor Pro Tem	559-675-8535
City of Chowchilla	Nacy Red, City Administrator	559-665-8615
Fresno Council of Fresno County Governments	Trinidad Rodriguez, Chair Cog Policy Board Barbara Goodwin, Executive Director	559-233-4148, bgoodwin@fresnocog.org
Fresno County Blueprint Roundtable	Kirk Hunter, Chair	559-469-6978 khunter@southwestjpa.org
Fresno County Transportation Authority	Ron Peterson, Executive Director	559-453-5023
Fresno Business Council – Regional Jobs Initiative	Deborah Nankivell, Executive Director	559-449-6398 dnankivell@fresnobc.org
MRL Corridor Feasibility Committee	Kevin Castanos - Co-Chair	559-432-8181 kevin@wathen-castanos.com
Fresno County Economic Development Peer Committee	Scott Johnson, Convener	559-621-8355 scott.johnson@fresno.gov
Economic Development Corp Serving Fresno County	Stephen Geil, Interim President & CEO	559-233-2564 x:20 sgeil@fresnoedc.com
Caltrans District 6	Alan McCuen, District 6	(559)488-4082 alan_mccuen@dot.ca.gov
American Farmland Trust	Edward Thompson, CA State Director	530-753-1073 ethompson@FARMLAND.ORG
Fresno County Farm Bureau	Ryan Jacobsen, Executive Director	559-237-0263 ryanj@fcfb.org
Fresno Housing Alliance	Sara Hedgpeth-Harris, Chair	559-905-2150

		shh13@cvip.net
SJV Affordable Communities Initiative (HUD)	Rolland Smith, Director	559-487-5033 ext 240 rollie_smith@hud.gov
Building Industry Associations	Mike Prandini, President & CEO	559-261-9344 mikep@biasjv.org
Center for Air Quality and Transit Technology for Central California	Jaguar, Executive Director	director@cattcc.org
Redevelopment Agency of the City of Fresno	Marlene Murphy, Executive Director	559-621-7600 Marelne.Murphy@fresno.gov
Don Pickett & Associates Inc.	Michael P. Pickett, Vice President	559-461-5360
Greater Fresno Area Chamber of Commerce	Al Smith, President & CEO	559-495-4800
Central California Development Council	Donald Pickett, Representative	559-431-3535
California State University of Fresno	Cynthia Teniente-Matson, Vice President and CFO	559-278-2083
Madera County Transportation Authority	Patricia Taylor, Executive Director	559-675-0721

Metro Rural Loop
Madera, Fresno, Kings & Tulare Counties



Existing Regional Road/Highway

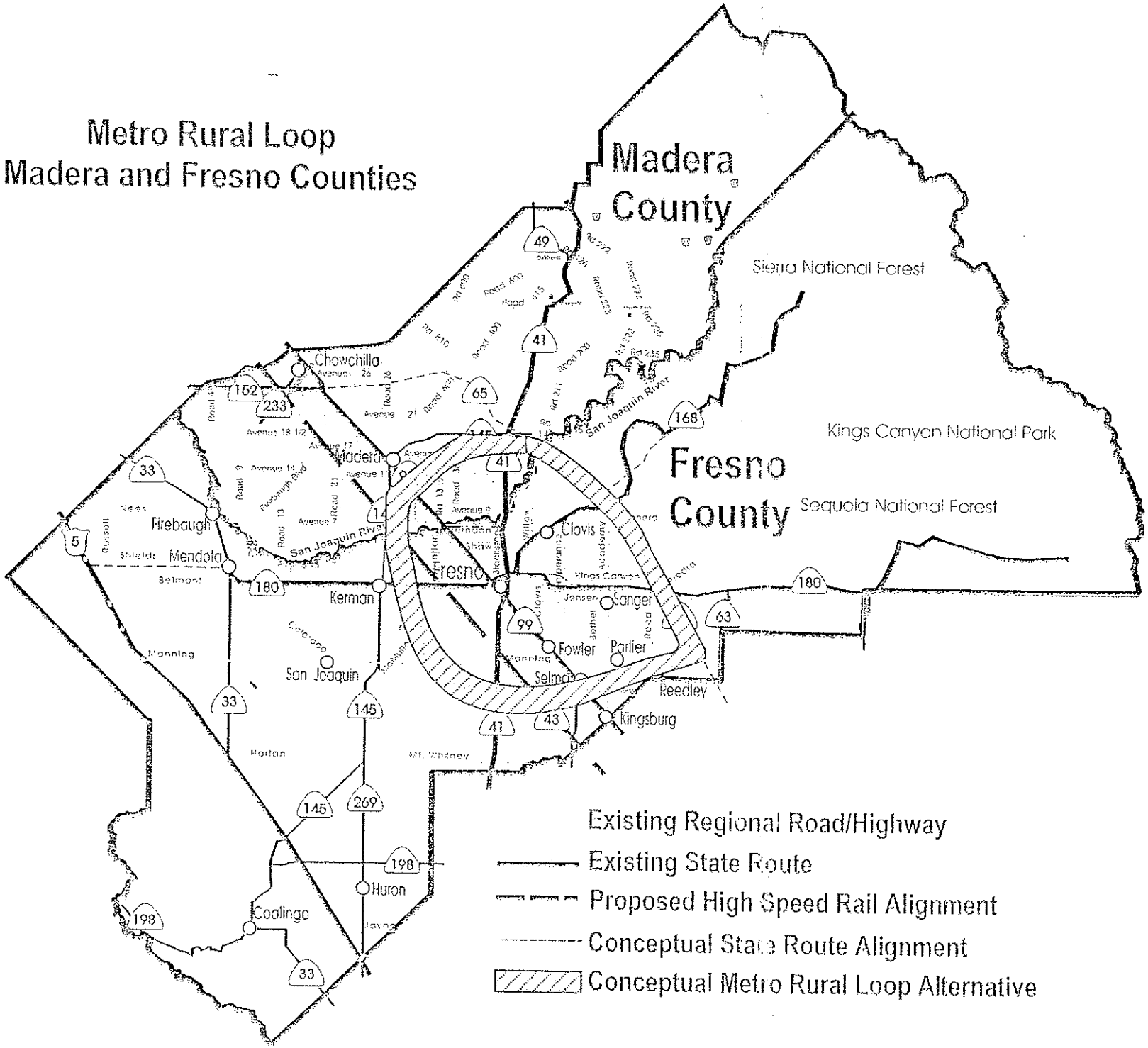
Existing State Route

Proposed High Speed Rail Alignment

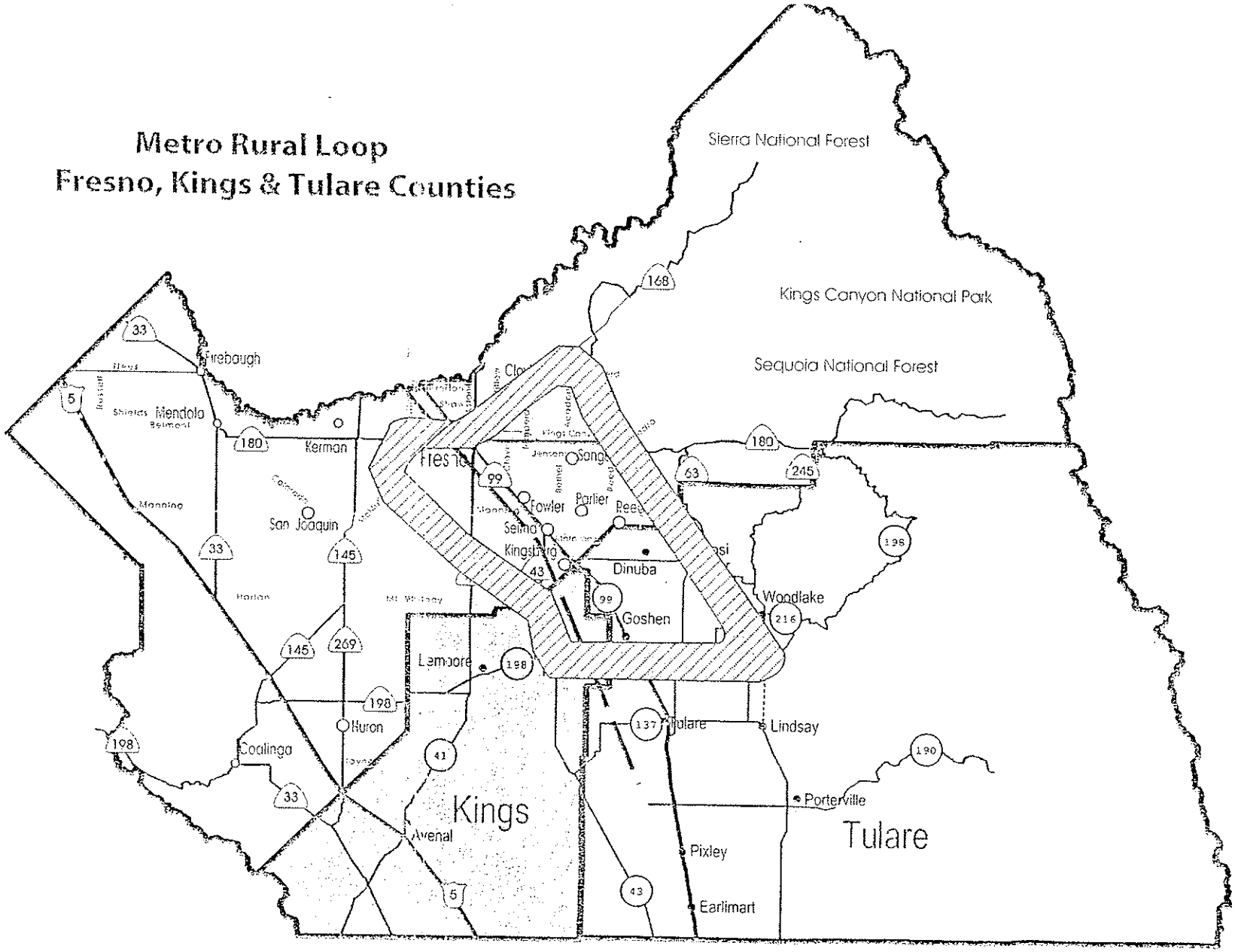
Conceptual State Route Alignment

Conceptual Metro Rural Loop Alternative

Metro Rural Loop
Madera and Fresno Counties



Metro Rural Loop
Fresno, Kings & Tulare Counties



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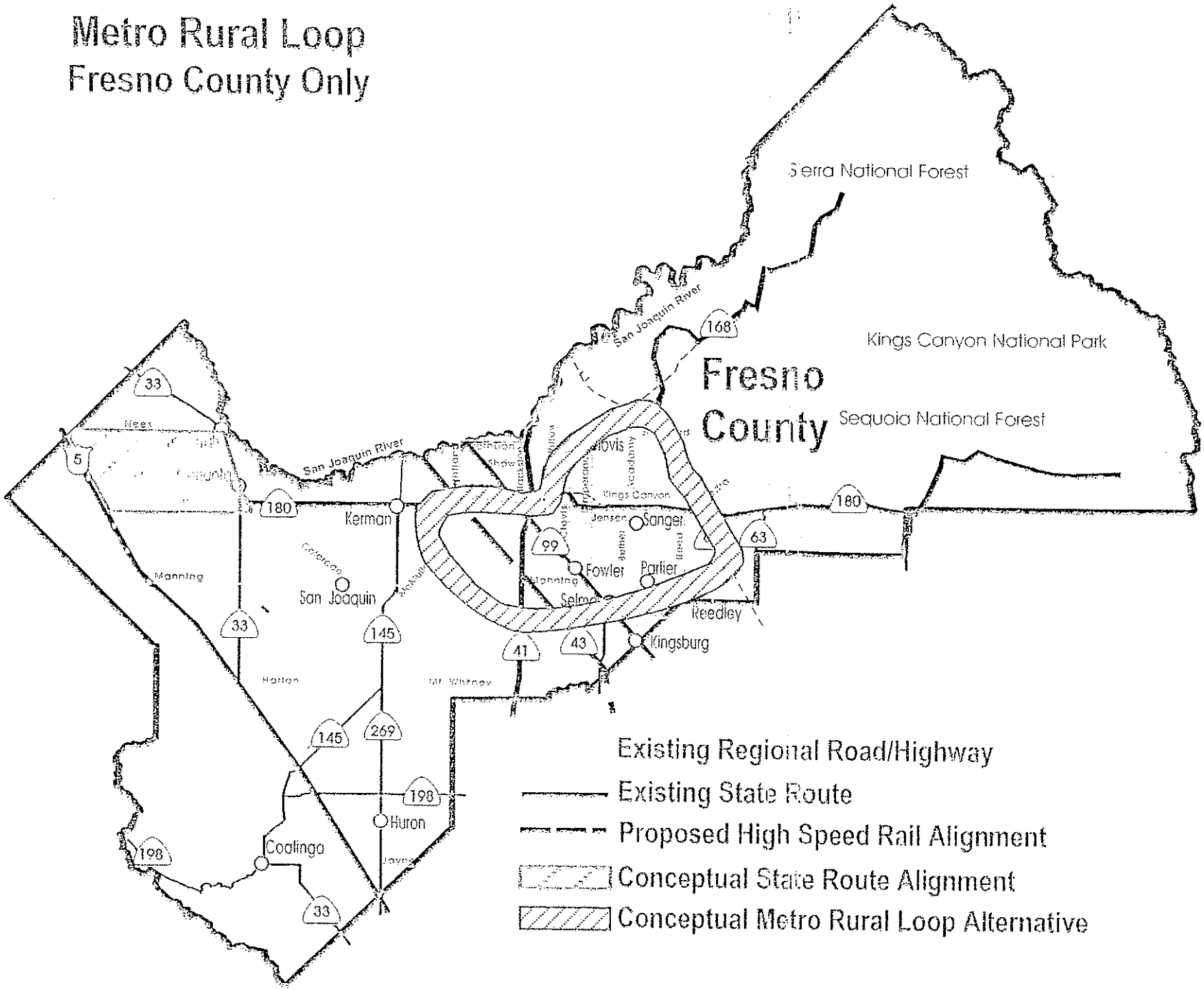
Metro Rural Loop
Fresno County Only