

**NORTH CENTRAL FIRE PROTECTION DISTRICT
REQUEST FOR QUALIFICATIONS**

**Professional Consulting Services for a Comprehensive
Development Impact Fee Nexus Study and Update of Impact Fees**



**Release Date: November 14, 2024
Submittal Deadline: December 16, 2024
3:00 p.m.**

Issuing Entity: North Central Fire Protection District
15850 W. Kearney Blvd.
Kerman, CA 93630

Contact: Questions should be directed to:
Marci Reyes, General Manager
(559) 878-4534
marci.reyes@northcentralfire.org

Submission Instructions:

Submit Proposals To:

Attn: Marci Reyes, General Manager
North Central Fire Protection District
15850 W. Kearney Blvd.
Kerman, CA 93630

Format: Mail five (5) hard copies
Submit One (1) electronic copy in PDF format via email to Marci Reyes, General Manager, at marci.reyes@northcentralfire.org

Due Date: December 16, 2024, 3:00 p.m.

GENERAL INFORMATION

The North Central Fire Protection District (NCFPD) operates six fire stations in the County of Fresno. The District serves 230 square miles and has a population of over 51,000, with its headquarters in the City of Kerman, CA. Approximately 10% of the District's residential and commercial occupancies are within the urban/suburban area; the remaining 90% are considered agriculture and low-density residential. The District operates pursuant to the Fire Protection District Law of 1987, as codified in California Health and Safety Code Section 13800, et seq., and is governed by an elected five-member board of directors.

NCFPD is seeking proposals from qualified firms to develop a Development Impact Fee Nexus Study and to recommend updates for the Development Impact Fees (DIF) applicable to the District. The District levies various DIFs on new developments and redevelopments to assist in funding the fire service infrastructure required by these new developments. The District's impact fee program must adhere to the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) and comply with the requirements of Assembly Bill 602, which took effect on January 1, 2022.

SCHEDULE OF PROPOSAL ACTIVITIES (all times Pacific)

Invitations for Request for Qualifications Distributed	November 14, 2024
Proposal Submission Deadline	3:00 p.m. (PST), Monday, December 16, 2024
Notification and Contract Approval	No Later Than Monday, January 13, 2025
Project to Commence	No Later Than: Friday, February 14, 2025

The District desires to present the recommended development impact nexus study and fee updates to the Board of Directors for consideration in September/October 2025 and, if adopted, implementation in January 2026.

SCOPE OF SERVICES

Project tasks shall include, but are not necessarily limited to, the following: If the firm feels that additional tasks are warranted, they must be identified in its proposal. The firms responding to this RFQ shall be prepared to deliver products and perform the work necessary to provide the services described within approximately six to seven months of the project start date. The project consists of furnishing all labor, materials, equipment, tools, supervision, and travel necessary to complete the following tasks:

1. Document Review:
 - a. AB 1600 Reports completed annually
 - b. Prior Fee Study (2008)
 - c. General Plan – City of Kerman
 - d. District Capital Improvement Program Budget and capital needs assessment

2. Finding and Fees: Provide sufficient information, a completed Nexus Study, and the necessary findings to help the District update the DIF Program based on proposed infrastructure requirements to support the City of Kerman’s General Plan Growth projections and the District’s capital improvement needs. The Consultant will work with NCFPD staff to determine other supporting infrastructure (i.e., equipment, vehicles, etc.) or other operational services that could rightfully be included in the fee program to ensure the costs of such supporting infrastructure are paid by development.

3. Meetings: The Consultant shall include attendance at the following meetings, at a minimum, in their proposal. Should the consultant identify other meetings necessary to achieve results beyond those described below, they shall describe them in their proposal. Meetings with staff can be virtual, as needed. The consultant shall include rates for additional meetings, should they be required.

- a. A kick-off meeting between the Consultant and District staff to review the study's objectives, agree to the methodology, confirm the project schedule and milestones, and discuss data needs.
 - b. Data collection and clarification meetings with District staff to obtain relevant information or clarify the information required to complete the Nexus Study.
 - c. Review findings with District staff. Consultant to provide information supporting findings and proposed fees.
 - d. Two stakeholder meetings with groups such as the local Chamber of Commerce are needed to explain infrastructure needs and seek market feasibility input.
 - e. Two meetings to present Public Review Draft Nexus Study and Fee Updates and seek input.
 - f. District Board of Directors meeting to present Draft Nexus Study and Fee Updates. Discuss methodology and findings, provide a formal presentation, answer questions, and collect input to prepare the final draft.
 - g. Kerman City Council meeting to present Draft Nexus Study and Fee Updates. Discuss methodology and findings, provide a formal presentation, answer questions, and collect input to prepare the final draft.
 - h. If needed, additional NCFPD or Kerman City Council meetings to follow up on prior meetings and present the final draft.
4. Best Practices: Recommend best practices to help ensure effective and accurate assumptions for the Nexus Study, accurate DIF collections, and efficient tracking and reporting on DIF activities as required by AB 1600 and AB 602.
- a. Fee levels may increase each year to keep pace with inflation. The Consultant should address whether the Consumer Price Index, California Construction Cost Index (CCCI) or another index should be the preferred basis for annual increases, consistent with State law.
5. Report Deliverables: Prepare a DIF Nexus Study and recommend DIF updates for submittal to the NCFPD Board of Directors containing background information, methodology, findings, and recommendations. More specifically, the Consultant shall fulfill the following requirements, at a minimum:
- a. Administrative Draft: The Consultant will prepare and provide a comprehensive administrative draft, as well as technical reports for each fee category, including but not limited to methodology, findings, supporting justification, recommended DIF, recommendation for the elimination or consolidation of existing fees based on the creation of new fees, methodology for calculating and applying fee credits in each category, and calculations that provide the legal nexus between the fee recommendations and new development as required by law.
 - i. The Consultant will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documents in appendices. The administrative draft will include an executive summary and conclusion.

- ii. The Consultant will revise the administrative draft according to one set of consolidated comments on the draft report from District staff.
- b. Public Review Draft: The Consultant will develop and present a Public Review Draft at stakeholders, Kerman City Council, and District meetings. The purpose of these meetings is to solicit community and stakeholder input. The Consultant shall develop summary information, such as visual presentations and printable handouts, summarizing the findings and analysis from the Public Review Draft.
- c. Final Draft: After incorporating input from the administrative and public review drafts, the Consultant shall prepare a final report draft. The Consultant will present the final study to the NCFPD Board of Directors during a public hearing and make any revisions requested by the Board. The Consultant will assist staff and participate in the presentation to the City Council if any additional follow-up meetings are needed to complete the adoption of the DIF.
- d. Public Noticing: The Consultant shall assist District staff in preparing all required public notices and draft resolutions and ordinances for District public hearings related to adopting the new fees.
- e. Additional Tasks: If the Consultant feels additional deliverables are warranted, they must be identified in the proposal.
- f. Report to appropriate District staff on other matters that come to the Consultant's attention during the evaluation that, in the Consultant's professional opinion, the District should consider.
- g. Consult with District staff should it become necessary to defend the District's Development Impact Nexus Study and Fee Updates due to any legal or other challenge. The successful respondent shall be required to retain all working papers and related supporting documents, including records of professional time spent, for a period of five years after delivery of the required reports, unless notified in writing by the District of the need to extend the retention period. The Consultant further agrees to allow District staff to review such documents upon written request at any time during the retention period.

PROPOSAL OUTLINE TO BE SUBMITTED

The proposal shall be organized and submitted with the following elements:

- Cover page
- Table of Contents
- Executive Summary

Consultant shall provide responses and information to fully satisfy each item below:

A. Company and General Information

- Company name and address
- Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFQ.
- General information about the primary contact who could answer questions about the proposal. Include the individual's name, title, telephone number, and email address.

B. Qualifications and Experience of the Firm

- Describe your firm's history and organizational structure, size, years in business, location of offices, etc.
- Which office(s) of your organization will have primary responsibility for managing the DIF Nexus Study?
- What is your firm's experience conducting a DIF Nexus Study? Identify the studies performed by your firm in the last five years.
- Comment on other areas that may differentiate your firm from your competitors.

C. Qualifications and Experience of Proposed Project Team

- Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal or special district agencies they have worked with in the past three years and their level of involvement.

D. Questions/Response to Scope of Services

- Describe the methods by which your firm will fulfill the DIF Nexus Study and Update of Fees requested in the Scope of Services section. In responding to the Scope of Services, please be thorough in describing your firm's methodology for project completion and how your firm will address all services identified in this RFQ.

E. Fees for Services

- Provide your fees for the proposed service. Fee quotes should be detailed by service.
- Outline billing and payment expectations, including timing and method of payment.
- Describe any remaining fees not already detailed above.
- Present a specific "not to exceed" fixed fee, including associated fees (i.e., printing costs, meeting attendance, travel).

F. References

- Provide a list of the municipal or special district agencies for which the respondent has conducted a DIF Nexus Study and Fee Updates within the past three years.

- Provide the following information for three projects that are similar in size and scope to the project requested by this proposal:
 - i. Name, address, and telephone number of the agency
 - ii. Time period for the project
 - iii. Brief description of the scope of the review
 - iv. Reference contact name and telephone number

- G. Implementation Schedule: Include an implementation schedule with a preliminary report delivery date by the end of October 2025 (preferably earlier), and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

- H. Insurance and Other Contractual Requirements: The District will require the successful Consultant to acquire and maintain liability insurance coverage relating to the Consultant's service to be performed covering the District's risks in a form subject to the approval of District Counsel. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurance event are detailed in Attachment 2 – Draft Consultant Services Contract.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements, and limits shall be available to the District as an Additional Insured. The Consultant shall agree to include the exact requirements and provisions for all subcontractors in their subcontracts, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Consultant shall agree to be bound to the Consultant and District in the same manner and to the same extent as the Consultant is bound to the District and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors.

Please provide five (5) hard copies and one (1) electronic copy (PDF) no later than **December 16, 2024, at 3:00 p.m.** Submittals should be addressed as follows:

Attn: Marci Reyes, General Manager
North Central Fire Protection District
15850 W. Kearney Blvd.
Kerman, CA 93630
marci.reyes@northcentalfire.org

Post-marked packages dated after the specified proposal due date will not be accepted, and proposals submitted after the stated deadline will not be considered.

EVALUATION OF PROPOSALS

The Fire Chief and the project's core implementation team, comprised of District staff, will be responsible for the bid evaluations. This team will evaluate all proposals received as specified in accordance with the criteria listed below. In applying the major criteria to the proposals, the District team members may consider additional criteria beyond those listed. During the evaluation period, the team may elect to interview some or all the proposing firms.

The final selection will be the firm which, in the District's opinion, is the most responsive and responsible, meets the District's requirements in providing this service, and is in the District's best interest. The District maintains the sole and exclusive right to evaluate the merits of the proposals received.

Consultants will be objectively evaluated based on the following criteria:

- Thoroughness and understanding of the tasks to be completed.
- Background and experience in organizational analysis evaluation.
- Staff expertise and overall experience of personnel assigned to the work.
- Time required to accomplish the requested services.
- Responsiveness to the requirements of the project.
- Recent public sector experience in conducting similar studies, preferably in a municipal setting.
- Costs.

While price will be an important factor in awarding the project, the District will also evaluate the consultant's qualifications, expertise, and the quality of professional service and advice provided.

SPECIAL CONDITIONS

- This RFQ does not commit the District to award a contract, to defray any costs incurred in preparing a response to this proposal, or to procure or contract for work.
- All proposals submitted in response to this RFQ become the property of the District, and the District reserves the right to request additional information and clarification from any or all Consultants.
- The District reserves the right to cancel, for any or no reason, in part or its entirety, this RFQ. If the District cancels or revises the RFQ, all Consultants will be notified in writing.

ATTACHMENTS:

Attachment 1 – Current Development Impact Fees

Attachment 2 – Draft Consultant Services Agreement

Attachment 1 – Current Development Impact Fees

Land Use	Per Unit or S.F.
Detached Dwelling Units	\$721/Unit
Attached Dwelling Units	\$436/Unit
Mobile Home Residential	\$1,739/Unit
Commercial/Office Uses	\$0.155/S.F.
Industrial Uses	\$0.081/S.F.

Attachment 2 – Draft Consultant Services Agreement

AGREEMENT

This Agreement, entered into this ____ day of _____ 2024, by and between, hereinafter referred to as the "CONSULTANT," and the North Central Fire Protection District, hereinafter referred to as the "DISTRICT."

WITNESSETH

WHEREAS, the DISTRICT is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the DISTRICT has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A," and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, BE IT AGREED, by and between the CONSULTANT and the DISTRICT as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work

The CONSULTANT agrees to pay for and perform all work necessary to complete in a manner consistent with prevailing professional practice those tasks described in Exhibit "A", attached hereto and incorporated herein by this reference. Any conflict between Exhibit "A" and any exhibit attached thereto, and the provisions of this Agreement shall be construed in favor of the provisions provided herein.

B. Additional Services

Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The rate for such additional service will be agreed to by DISTRICT and CONSULTANT prior to commencement of work. Such additional services shall not be performed by CONSULTANT without the express written consent of DISTRICT.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence within five (5) days following approval of this Agreement. The DISTRICT will inform the CONSULTANT of the approval. The various tasks involved in the PROJECT shall be completed no later than October 10, 2025.

Time extensions shall be granted only for good cause as determined at the DISTRICT's sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the DISTRICT shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

LIQUIDATED DAMAGES: Should the CONSULTANT fail to complete this contract within the time fixed for such completion, pursuant to Government Code Section 53069.85, said CONSULTANT shall forfeit and pay (DISTRICT may deduct the amount thereof from any money due or to become due to the CONSULTANT) the sum of ONE HUNDRED DOLLARS (\$100.00) PER CALENDAR DAY for every day's delay as liquidated damages.

III. COMPENSATION

For services performed pursuant to this Agreement, the DISTRICT agrees to pay and the CONSULTANT agrees to accept, as payment in full _____dollars (\$) for all hours worked. DISTRICT agrees to pay, and CONSULTANT agrees to accept payment in accordance with Exhibit "B". Payment by DISTRICT shall be within thirty (30) days following the first of the month for which payment is due, subject to DISTRICT accounting procedures.

IV. AUTHORIZED REPRESENTATIVE

The Fire Chief shall represent the DISTRICT in all matters pertaining to the services to be rendered under this Agreement, except where approval of the Board of Directors of the District or Counsel of the District is specifically required.

V. TERMINATION

The DISTRICT or the CONSULTANT may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished and unfinished documents and other materials shall, at the option of the DISTRICT, become its property. If this AGREEMENT is terminated by the DISTRICT as provided for herein, the CONSULTANT shall be paid for the tasks (as set forth in Exhibit "C") satisfactorily completed prior to the date of termination and in the amounts set forth herein, including the CONSULTANT'S reasonable costs associated with the termination itself if termination effectuated by DISTRICT, less compensation, if any, to the DISTRICT for damages suffered as a result of the CONSULTANT'S failure to comply with the terms of this AGREEMENT.

VI. TERMINATION OF AGREEMENT FOR CAUSE

A. The DISTRICT may, by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:

- 1 If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 - 2 If the CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) days (or longer period as the DISTRICT may authorize in writing) after receipt of notice from the DISTRICT specifying such failure.
- B. In the event the DISTRICT terminates this Agreement in whole or in part as provided in paragraph _____ above, the DISTRICT may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
- C. Except with respect to defaults of subcontractors, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subcontractor, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
- D. Should the Agreement be terminated as provided in paragraph _____ above, the CONSULTANT shall give the DISTRICT all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement. Upon termination, as provided in paragraph ___ above, the CONSULTANT shall be paid the value of the work performed, less payments of compensation previously made. Payment of fees previously made by the DISTRICT to the CONSULTANT shall be credited to the amount payable to the CONSULTANT for allowable costs as provided herein except, however, the CONSULTANT shall be entitled to a proportionate fee, if any, which in the option of the DISTRICT, it has legitimately earned and was not related to the cause for which this Agreement was terminated.
- E. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement has been terminated for the convenience of the DISTRICT.

VII. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the DISTRICT or another public official of the governing body of the locality or localities in which the work, pursuant to this Agreement, is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *Bonafide* established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warrant, the DISTRICT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement without liability, or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the DISTRICT.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are not ordinarily furnished by a consultant performing this type of work.

IX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successors to or assigns of the parties. The CONSULTANT shall not assign, delegate, or transfer the rights and duties under this Agreement or any part thereof, without the prior written consent of the DISTRICT.

X. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the DISTRICT. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

XI. DISPUTE

Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

XII. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XIII. PROHIBITION OF ASSIGNMENT

Neither the DISTRICT nor CONSULTANT shall assign or transfer their interest in this Agreement without the written consent of the other party.

XIV. PUBLICATION

No report, information, or other data given, prepared, or assembled by the CONSULTANT pursuant to this Agreement shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the DISTRICT. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect to hold in confidence any confidential information which (1) is or becomes available to the public with the prior written consent of the DISTRICT; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

XV. COPYRIGHTS

The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the DISTRICT be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XVI. INDEMNIFICATION AND INSURANCE

A. The CONSULTANT agrees to indemnify and hold harmless the DISTRICT, including its officers, employees, and designated volunteers, from any claims, demands, defense costs, liabilities, or consequential damages arising from the

CONSULTANT's negligent acts, errors, or omissions while performing professional services under this contract.

With respect all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at the DISTRICT option), and hold harmless DISTRICT, its employees, agents, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature caused in whole or in part by any negligent act or omission of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT.

B. Without limiting the DISTRICT'S right to indemnification, it is agreed that CONSULTANT shall secure before commencing any activities under this Agreement and maintain, during the term of this Agreement, insurance coverage as follows:

1. **LIABILITY INSURANCE.** The Contractor is liable for damage, including negligence, in the performance of this contract. The contractor agrees to maintain a policy of insurance in the minimum amount of \$1 Million to cover any negligent acts or omissions committed by the Contractor or the Contractor's employees or agents during the performance of any duties under this agreement. General liability insurance shall include endorsements that:

- Identify the policy number;
- Include a statement that "the District, including its officers and employees, are additional insured;"
- Include a statement that the insurance shall be primary and shall not be canceled except upon prior written consent by the General Manager (30 days prior).
- A CG 20 10 11 85 form is required;
- Endorsements must be signed by the insurance company or broker and provided to the District;

C. The DISTRICT Fire Chief is hereby authorized to reduce the abovementioned requirements if he determines that such reduction is in DISTRICT'S best interest.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S or its subcontractor's performance of the work covered under this Agreement.

XVII. OWNERSHIP OF DOCUMENTS

All original papers and documents produced as a result of this Agreement shall become the property of the DISTRICT. In addition, DISTRICT shall be provided

with access and use of any other papers and documents consistent with the purpose and scope of services this Agreement covers. Any additional copies not otherwise provided for herein shall be the responsibility of the DISTRICT.

XVIII. NOTICES

Notice shall be sufficient hereunder if personally served upon the District Fire Chief or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

Fire Chief
North Central Fire Protection District
15850 W. Kearney Blvd.
Kerman, CA 93630

XIX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said law, but the remainder of the Agreement shall be in full force and effect.

XX. INTEGRATION

This Agreement represents the entire understanding of the DISTRICT and the CONSULTANT as to those matters contained herein. No prior oral or written knowledge shall be of any force or effect concerning those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by the DISTRICT and the CONSULTANT.

XXI. MISCELLANEOUS PROVISIONS

- A. CONSULTANT covenants that he presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder.
- B. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, or national origin. CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, 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.

[Signatures on separate page]

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

NORTH CENTRAL FIRE PROTECTION DISTRICT

By: _____
Timothy V. Henry
Fire Chief Contractor

By: _____
Contractor

Date: _____

Date: _____

Approved as to form:

By: _____
District Counsel

Date: _____