



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO. 1 F
COUNCIL MEETING 12/9/08
APPROVED BY

Presented to City Council
Date 12/9/08
Disposition Approved

[Signature]
DEPARTMENT DIRECTOR
CITY MANAGER [Signature]

December 9, 2008

FROM: RANDALL L. COOPER, Director
Parks, Recreation and Community Services Department
BY: JERRY HAYNES, Assistant Director [Signature]
Parks, After-school, Recreation and Community Services Department
SUBJECT: APPROVE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF FRESNO, ROEDING PARK PLAYLAND, FRESNO STORYLAND AND FRESNO'S CHAFFEE ZOO CORPORATION REGARDING PRELIMINARY ROEDING PARK MASTER USE, ENVIRONMENTAL AND DEVELOPMENT PLANNING

KEY RESULT AREA Customer Satisfaction

RECOMMENDATIONS

Staff recommends that the Council approve the attached First Amendment to Memorandum of Understanding (MOU) between the City of Fresno (City), Roeding Park Playland, Fresno Storyland and Fresno (Rotary) and Fresno Chaffee Zoo Corporation (ZOO). The purpose of the Amendment is to cooperate in certain further assessments including a tree study, historical resource assessment, and an evaluation of the Peach Avenue property.

EXECUTIVE SUMMARY

The City and Zoo entered into a Memorandum of Understanding in August of 2007; wherein, the Zoo hired CLRdesigning, Inc. (CLR), to prepare a Master Plan for the Zoo, and they also hired Paoli & Odell, Inc., (P&O) to prepare an Environmental Review Report (EIR). The Zoo retained ArborPro (AP) to prepare the comprehensive study of the trees in Roeding Park, and Page & Turnbull, Inc. (P&T) to prepare a Historical Resource Assessment Report.

Article A. under Roles and Contributions of the Parties shall be amended as follows: ZOO shall enter into and administer a contract with AP for the survey of trees within Roeding Park. City shall have the opportunity to review the contract before execution by ZOO and shall be provided with a copy of the fully executed contract thereafter. City shall pay ZOO within 30 days of City's approval of invoice, the amount of Fourteen Thousand Four Hundred Dollars (\$14,400) provided that all deliverables shall be provided to City, and further provided that City's obligations shall be limited to allocated and available funds in each City fiscal year.

Furthermore, Article B shall be amended as follows: ZOO shall enter into and administer a contract with P&T for professional consulting services for preparation of a Historical Resource Assessment Report. City shall have the opportunity to review the contract before execution by ZOO and shall be provided with a copy of the fully executed contract thereafter. City shall pay ZOO within 30 days of City's approval of invoice, Fifty Percent (50%) of the cost of the Historical Resource Assessment Report, not to exceed a total sum of Thirty-five Thousand Dollars (\$35,000), provided that all deliverables shall be provided to City, and further provided that City's obligations shall be limited to allocated and available funds in each City fiscal year.

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MOU between City/Rotary/Zoo

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Finally, Article C shall be amended as follows: ZOO shall enter into and administer a contract with P&O for professional consulting services for preparation of an evaluation of the Peach Property. City shall have the opportunity to review the contract before execution by ZOO and shall be provided with a copy of the fully executed contract thereafter. City shall pay ZOO within 30 days of City's approval of invoice, the amount of Five Thousand Six Hundred Dollars (\$5,600) provided that all deliverables shall be provided to City, and further provided that City's obligations shall be limited to allocated and available funds in each City fiscal year.

KEY OBJECTIVE BALANCE

Customer Satisfaction: A Master Plan of Roeding including the ZOO will provide more amenities for Fresno's citizens to enjoy when visiting Roeding, which will undoubtedly generate positive experiences for our citizens. **Employee Satisfaction:** Employees will feel great satisfaction knowing that significant improvements have been and will continue to be made that will improve their work environment. **Financial Management:** PARCS is leveraging their funds by partnering with Rotary Playland/Storyland and the ZOO to prepare a Master Plan and Environmental Report for Roeding Park.

BACKGROUND

The ZOO hired CLR, to prepare a Master Plan for the ZOO, and they also hired P&O to prepare an Environmental Review Report (EIR). The PARCS Department Director and staff met with ZOO's Chief Executive Officer, Lewis Greene and other Zoo officials to discuss their Master Plan and EIR and the possibility of having CLR and P&O amend the Zoo's agreement to include Roeding Park and Playland/StoryLand. The ZOO amended CLR's and P&O's agreement with the understanding that City will reimburse the ZOO for the additional fees and reimbursable expenses. A Memorandum of Understanding was drafted, presented and approved by City Council on August 28, 2007 detailing the intentions of each party.

FISCAL IMPACT

The City shall pay from the General Fund, City Manager's Office, the total cost of the \$14,400 to the ZOO for all deliverables related to the Roeding Park Tree Survey. The balance will be paid through Roeding Park Capital Fund, which includes fifty (50%) of the Historical Resource Assessment Report not to exceed a total sum of Thirty-five Thousand Dollars (\$35,000), and Five Thousand Six Hundred Dollars (\$5,600) within Thirty (30) days of City's approval of invoice for the Peach Property Evaluation from the Zoo. The total costs for all three projects will not exceed \$55,000.

Attachments: First Amendment to MOU with attached CLR's proposal and P&O's Agreement
ArbroPro, Page & Turnbull and Paoli & Odell Assessments

FIRST AMENDMENT TO MEMORANDUM OF
UNDERSTANDING BETWEEN CITY OF FRESNO, ROEDING
PARK PLAYLAND, FRESNO STORYLAND AND FRESNO'S
CHAFFEE ZOO CORPORATION REGARDING
PRELIMINARY ROEDING PARK MASTER USE,
ENVIRONMENTAL AND DEVELOPMENT PLANNING

This FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered between the CITY OF FRESNO, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and FRESNO'S CHAFFEE ZOO CORPORATION, a California nonprofit corporation (hereinafter referred to as "ZOO").

WITNESSETH

WHEREAS, the CITY and ZOO entered into a Memorandum of Understanding (the "2007 Agreement"), as of the Effective Date defined therein. That agreement is attached hereto as Exhibit "A"; and

WHEREAS, the CITY and ZOO now wish to cooperate in certain further assessments including a comprehensive tree survey, an Historical Resource Assessment Study, and a Peach Avenue property evaluation; and

WHEREAS, ZOO has retained ArborPro, Inc. a California Corporation duly admitted in good standing to do business in California, for preparation of a comprehensive study of trees in Roeding Park; and

WHEREAS, ZOO has retained Page & Turnbull, Inc., a California Corporation duly admitted in good standing to business in California, for preparation of a Historical Resource Assessment Study; and

WHEREAS, ZOO has retained Paoli & Odell, Inc., a California corporation in good standing, to prepare for inclusion in the Roeding Regional Park and Fresno Chaffee Zoo Master Plans Environmental Impact Report a preliminary evaluation of environmental impacts associated with developing a PARCS maintenance yard at the Peach Avenue Property; and

WHEREAS, the CITY and ZOO now wish to amend and revise the 2007 Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY, ROTARY and ZOO hereby agree as follows:



ARTICLE 1
ROLES AND CONTRIBUTIONS OF THE PARTIES

A. Roeding Park Tree Survey

1. ZOO has entered into an agreement with ArborPro, Inc. for a comprehensive tree inventory of trees within Roeding Park (see Exhibit "B" attached hereto).

2. Within 30 days of CITY's approval of invoice, CITY shall pay ZOO the actual cost of the comprehensive tree survey, not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400) provided that all deliverables shall be provided to CITY, and further provided that CITY's obligations shall be limited to allocated and available funds in each CITY fiscal year.

B. Historical Resource Assessment Report

1. CITY and ZOO have entered into a Consultant Services Agreement with Page & Turnbull, Inc. for professional consulting services for preparation of a Historical Resource Assessment Study. A true and correct copy of that agreement is attached hereto as Exhibit "C".

2. Within 30 days of CITY's approval of invoice, CITY shall pay ZOO Fifty Percent (50%) of the cost of the Historical Resource Assessment Report, not to exceed a total sum of Sixty Thousand Dollars (\$35,000), provided that all deliverables shall be provided to CITY, and further provided that CITY's obligations shall be limited to allocated and available funds in each CITY fiscal year.

C. Peach Property Evaluation Assessment

1. ZOO shall enter into and administer a contract with Paoli & Odell, Inc. for professional consulting services to prepare for inclusion in the Roeding Regional Park and Fresno Chaffee Zoo Master Plans Environmental Impact Report a preliminary evaluation of environmental impacts associated with developing a PARCS maintenance yard at the Peach Avenue Property.

2. Within 30 days of CITY's approval of invoice, CITY shall pay ZOO the amount of Five Thousand Six Hundred Dollars (\$5,600) provided that all deliverables shall be provided to CITY, and further provided that CITY's obligations shall be limited to allocated and available funds in each CITY fiscal year.

**ARTICLE II
EFFECT OF THIS FIRST AMENDMENT**

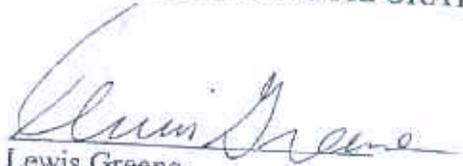
The 2007 Agreement shall remain in full force and effect except as amended hereby or inconsistent herewith.

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

CITY OF FRESNO,
a municipal corporation

FRESNO'S CHAFFEE ZOO CORPORATION

By: _____
Randall L. Cooper

By: 
Lewis Greene

Title: Director - City PR&CS

Title: Chief Executive Officer

ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____
Deputy

Attachments:
Exhibit A - 2007 Agreement
Exhibit B - ArborPro Agreement
Exhibit C - Page & Turnbull Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF FRESNO, ROEDING PARK PLAYLAND,
FRESNO STORYLAND AND FRESNO'S CHAFFEE ZOO CORPORATION
REGARDING PRELIMINARY ROEDING PARK MASTER USE,
ENVIRONMENTAL AND DEVELOPMENT PLANNING

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into the 21st day of August, 2007, by and between the CITY OF FRESNO, a municipal corporation of the State of California (hereinafter referred to as "CITY"), the ROEDING PARK PLAYLAND, a California nonprofit corporation, FRESNO STORYLAND, a California nonprofit corporation (hereinafter ROEDING PARK PLAYLAND and FRESNO STORYLAND collectively referred to as "ROTARY" and they each agree they shall be jointly and severably liable under this MOU), and FRESNO'S CHAFFEE ZOO CORPORATION, a privately created California public benefit corporation (hereinafter referred to as the "ZOO").

RECITALS

WHEREAS, the CITY, ROTARY AND ZOO desire to cooperate in certain preliminary Roeding Park master use, environmental and development planning including preparation of certain master plan, environmental and related documents (collectively the "Project"); and

WHEREAS, ZOO has retained CLR Design, Inc., a Pennsylvania corporation duly admitted in good standing to do business in California ("CLR"), for professional consulting services for preparation of Project master use and development deliverables relating to the Chaffee Zoo in Roeding Park; and

WHEREAS, ZOO has retained Paoli & Odell, Inc., a California corporation in good standing, ("P&O"), for professional consulting services for preparation of Project environmental deliverables relating to the Chaffee Zoo in Roeding Park; and

WHEREAS, ROTARY operates Storyland and Playland in Roeding Park and desires to cooperate and participate in preparation of additional Project deliverables by CLR and P&O relating to Storyland and Playland; and

WHEREAS, CITY owns and variously administers Roeding Park/portions thereof and desires to cooperate, participate in and fund prorata the preparation of additional Project deliverables by CLR and P&O relating to Roeding Park; and

WHEREAS, ZOO is willing to amend its contracts with CLR and P&O to provide for the additional non-ZOO Project deliverables above as more specifically described in Exhibit "A" (CLR's Proposal for Additional Services with CLR and P&O to provide Revised 3-22-07) and Exhibit "A-1" (P&O's Agreement for Professional Services) hereto, upon the terms and conditions herein; and

WHEREAS, on August 21, 2007, the Fresno City Council considered and approved this MOU.

AGREEMENT

NOW, THEREFORE, the CITY, ROTARY and ZOO evidence their intention to work cooperatively in pursuit of the Roeding Park Planning Project as follows:



ARTICLE I
ROLES AND CONTRIBUTIONS OF THE PARTIES

A. CITY OF FRESNO

1. The CITY shall reasonably cooperate and participate in preparation of the Project deliverables described in Exhibit "A" and Exhibit "A-1" hereto/incorporated herein. All legally protected confidential information shall be and remain confidential and proprietary in CITY.

2. The CITY shall pay ZOO within 30 days of CITY'S approval of invoice, pursuant to the terms set out in Exhibit "A" and Exhibit "A-1", not to exceed a total sum of One Hundred Eleven Thousand Seven Hundred Seventy Four Dollars (\$111,774.00), provided that all Exhibit "A" and Exhibit "A-1" deliverables shall be provided to CITY, and further provided that CITY'S obligations shall be limited to allocated and available funds in each CITY fiscal year.

B. ROEDING PARK PLAYLAND AND FRESNO STORYLAND

1. The ROTARY shall reasonably cooperate and participate in preparation of the Project deliverables described in Exhibit "A" and Exhibit "A-1" hereto/incorporated herein. All legally protected confidential information shall be and remain confidential and proprietary in ROTARY.

2. The ROTARY shall pay ZOO within 30 days of ROTARY'S approval of invoice, pursuant to the terms set out in Exhibit "A-1", not to exceed a total sum of Sixteen Thousand Seven Hundred Nine Dollars (\$16,709.00), provided that all Exhibit "A-1" deliverables shall be provided to ROTARY.

C. FRESNO'S CHAFFEE ZOO CORPORATION

1. The ZOO shall amend and administer its contracts with CLR and P&O to add the Exhibit "A" and Exhibit "A-1" Project deliverables/related work.

2. The ZOO shall monitor the CLR contract as amended and the P&O contract as amended in order that all Exhibit "A" and Exhibit "A-1" deliverables shall be provided to CITY and ROTARY at a mutually agreeable date.

ARTICLE II
GENERAL TERMS AND CONDITIONS

1. Meetings, comprised of representatives of CITY'S Parks Department, ZOO and ROTARY shall be held on a monthly basis. The purpose of these meetings shall be to review ongoing Project activities.

2. Except as otherwise provided by law, all notices expressly required of CITY within the body of this MOU, and not otherwise specifically provided for, shall be effective only if signed by the CITY'S Director of Parks, Recreation and Community Services or his/her designee.

3. Any notice required or intended to be given to either party under the terms of this MOU 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 MOU 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.

4. Each party shall have full rights to own and use the Project deliverables hereunder, except as to designated protectable confidential information.

5. In pursuit of this MOU the parties shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party. Each party shall retain the right to administer this MOU so as to verify that the other party/ies is/are performing respective obligations in accordance with the terms and conditions hereof. Each party shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matters herein.

6. Each party shall indemnify, hold harmless and defend the others and each of them including respective 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) incurred thereby, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions in the performance of this MOU. This section shall survive termination or expiration of this MOU.

7. It is understood and agreed that each party maintains insurance policies or self-insurance programs to fund its liability under this MOU. The parties agree that such respective program or policy coverage for workers' compensation shall contain a waiver of subrogation as to the other parties and each of their respective officers, officials, agents, employees and volunteers. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required under this MOU unless expressly requested in writing.

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

9. In the event of any conflict between the body of this MOU and any exhibit or attachment hereto, the terms and conditions of the body of this MOU shall control and take precedence over the terms and conditions expressed within the exhibit or attachment.

10. Each party acknowledges that they have read and fully understand the contents of this MOU. This MOU 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.

11. This MOU shall be in effect upon its full execution by the parties through the complete rendition of Project services and acceptance of all Project deliverables by each of the parties hereunder.

12. This MOU may be modified only by written instrument duly authorized and executed by all the parties.

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

CITY OF FRESNO,
a municipal corporation

By: [Signature]
Randall L. Cooper, Director
Parks, Recreation and Community
Services Department

ATTEST:
REBECCA E. KLISCH
City Clerk

By: [Signature]
Deputy
10/9/07

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: [Signature] 8/23/07
Nancy A. Algier Date
Senior Deputy

Addresses:

CITY:
City of Fresno Parks, Recreation &
Community Services Department
Attention: Jerry Haynes,
Assistant Director
2326 Fresno Street, Room 101
Fresno, CA 93721-1824
Phone: (559) 621-2910
FAX: (559) 498-1588

ROEDING PARK PLAYLAND and FRESNO
STORYLAND, each a California nonprofit
corporation and governed by same Board of
Trustees and officers

By: [Signature]
Wayne Thomas, President, Board of
Trustees

By: [Signature]
Greg Baxter, Vice President, Board of
Trustees

FRESNO'S CHAFFEE ZOO CORPORATION,
a privately created California public benefit
corporation

By: [Signature]
Lewis Greene,
CEO/Executive Director

ROTARY:

Roeding Park Playland and Fresno
Storyland
Attention: Barry Falke, Executive
Director
890 W. Belmont Ave.
Fresno, CA 93728
Phone: (559) 486-2124
FAX: (559) 495-1594

ZOO:

Fresno's Chaffee Zoo Corporation
Attention: Lewis Greene, CEO
894 W. Belmont Ave.
Fresno, CA 93728
Phone: (559) 498-5915
FAX: (559) 264-9226

Attachments:

1. Exhibit "A" - CLR's Proposal for Additional Services related to
Parks
and Playland - Revised 3-22-07
2. Exhibit "A-1" - P&O's Agreement for Professional Services

CLRdesign inc.

Gary Hing Lee, AIA
John Scott Rodgers, AIA
Mark E. Besuchamp, ASLA
Gregory J. Dykstra, AIA
Jón Stefánsson, ASLA

February 16, 2007 (REVISED 3-22-07)

Mr. Lewis Greene
Chief Executive Officer
Fresno Chaffee Zoo
894 West Belmont Avenue
Fresno, CA 93728

**RE: Fresno Chaffee Zoo – Master Plan
Proposal for Additional Services related to Parks and Playland – REVISED 3-22-07**

Dear Lewis:

CLRdesign inc. is pleased to present to you a proposal for Additional Design Services for master plan work specific to Roeding Park and Playland per our discussions that took place on December 6, 2006, at the offices of Fresno City Parks and Recreation.

We would anticipate "piggybacking" this work effort onto our current Master Plan effort for Fresno Chaffee Zoo. A typical workshop agenda would plan for one or two 2-4 hour sessions each with Parks and Playland. These sessions would be devoted to coordinating integration of planning of all three Partners including looking at some specific Roeding Park and Playland issues. We would not anticipate this detracting from our planning effort with the Zoo. In fact, it should allow for better decision-making about the Zoos land-use options and future development.

We currently propose to produce one Report #1 at the end of Inventory and Analysis that would show combined maps and narratives for all facilities. The proposed scope of work for Part I would be as follows:

Part I - Inventory and Analysis (late-February to early-March)

1. Inventory Roeding Park & Playland mission, site, circulation/entry, visitor elements, and operations and present in report #1 in narrative and map format.
2. Assess opportunities and constraints and present in report #1 in narrative and map format.
3. Review Existing Roeding Park Alta Survey, dated November 16, 2005, and present, in narrative and map format, existing site utility conditions noting opportunities and constraints and recommendations for future development.
4. Research and provide in narrative form all permitting and regulatory requirements as they pertain to Utilities.

In Part II, we propose to maintain integrated planning meetings as noted above with Parks and Playland. We would anticipate producing a Preliminary Park Master Plan Report Draft (PPMPR) that would be specific to Roeding Park and Playland. Following this report, we would propose producing a final Park Master Plan Report (FPMPR) for Roeding Park and Playland. The proposed scope of work for Part II would be as follows:

Part II - Concepts and Master Plan Testing (PPMPR mid-May, FPMPR end of June)

5. New test concepts for land use/site, circulation/entry, visitor elements, and operations.
6. Concept maps of utility service strategies for new proposed development with notes and legends.
 - Power and Communications Map.

- Gas Map
 - Storm Drainage Map
 - Sanitary Sewer Map
 - Water Map
7. Implementation and phasing strategies for proposed new development in narrative and map format, addressing municipal requirements, capacities, permitting, and design.
 8. Takeoffs and budgeting for proposed new development work.

CLR will carry out the work described above for both phases of work for a Professional Fees of:

Part I: Nineteen Thousand Three Hundred and Sixty Dollars (\$19,360.00)
 Part II: Thirty Eight Thousand Three Hundred Twenty-Five Dollars (\$38,325.00)

Total Fee of Fifty-Seven Thousand Six Hundred Eighty-Five Dollars (\$57,685.00)

Reimbursable expenses are in addition to the Professional Fee and represent the cost of travel, long distance communication, reproduction, printing, etc. Reimbursable expenses are billed at cost times a 1.1 administrative multiplier. Reimbursable expenses are currently estimated to be \$7,000.00 (this number is an estimate only and not a limit to reimbursables).

Estimated Reimbursable Expenses

Airfare	Under Zoo Contract
Hotel	Under Zoo Contract
Rental Car	Under Zoo Contract
Subsistence	Under Zoo Contract
Taxi/Airport Park	Under Zoo Contract
Printing/Reproduction/Correspondence	\$ 5,000.00
Additional Requested Trips to present to City Agencies	\$ 2,000.00
Total Estimated Reimbursable Expenses	(\$ 7,000.00)

Deliverables Included in CLR Fee:

- Facilitation of all planning meetings/consultant work with Parks & Playland leadership.
- Documentation of all meeting minutes (as part of Zoo's minutes).
- Facilitation of any teleconference meetings with Parks & Playland leadership.
- Illustrative diagrams, plans & sketches. (see sample table of contents below)
- Coordination of site engineering information into final presentation.
- Coordination of Owner-provided campus planning information into final presentation.
- Development of electronic presentation material including powerpoints.
- Twelve (12) copies of Park Master Plan Report, spiral bound including color copies of graphic renderings.
- Size: 8 1/2 x 11 or 11 x 17 as determined by Team.

Sample Table of Contents for Park Master Plan Report

- Overview (narrative)
- Master Plan Objectives (narrative)
- The Park: Challenges & Opportunities (narrative)
- Master Plan Description

Circulation, Attractions, Utilities, Land Use, Parking, Service
Implementation & Phasing Plan
Illustrations (approximately 12 to 14 pages)
Illustrative Master Plan, Existing Conditions, Site Analysis, Challenges & Opportunities,
Annotated Site Photos, Circulation Plan, Attraction Zone Plan, Further Development of 5 to 7
Attractions (i.e. Gateways, Picnic Areas, Plazas)

Deliverables Not Included in CLR Fee:

Sub-Area Concept Designs for Promotional/Fundraising Purposes

1. Aerial Perspective Sketches
2. Eye-level Feature Design Concept Sketches
3. Feature Concept Designs

Fundraising/Promotional Brochure – full-color, four-leaf foldout richly documented with animal
photographs, graphic illustrations, and master plan highlights

Interpretive Planning
Specific design & planning inside Playland or Storyland boundaries

We would be happy to provide you prices for any of the above deliverables not included in our base fee.

We trust this reflects your understanding of the work that is required.

Please review this proposal and if you have any questions do not hesitate to contact me. If this proposal is acceptable to you please execute one copy and return it for our files.

We look forward to continuing our work with you and your staff.

Sincerely,

Authorization of Design Services:



Gregory J. Dykstra, AIA
Principal
CLRdesign inc.

Lewis Greene
Chief Executive Officer
Fresno Chaffee Zoo

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

**Fresno's Chaffee Zoo Corporation
and
Paoli & Odell, Inc.**

**ENVIRONMENTAL IMPACT REPORT FOR THE
ROEDING REGIONAL PARK/FRESNO CHAFFEE ZOO MASTER PLAN**

This Agreement is made and entered into by and between Fresno's Chaffee Zoo Corporation (Client) and Paoli & Odell, Inc. (P&O), a California Corporation, as follows:

RECITALS

WHEREAS, Client has determined it is in the public interest to prepare an Environmental Impact Report (EIR) pursuant to the requirements of the California Environmental Quality Act (CEQA) and the State CEQA Guidelines (Guidelines) to evaluate the proposed Roeding Regional Park/Fresno Chaffee Zoo Master Plan Project (project). The project encompasses proposals by the City of Fresno Parks, Recreation, and Community Services Department to renovate Roeding Regional Park and by the Fresno's Chaffee Zoo Corporation to renovate and expand the Chaffee Zoo. The master plan encompasses approximately 130 acres, including all of the existing Roeding Regional Park, Chaffee Zoo, and Rotary Playland. Under the master plan, existing park and zoo facilities – buildings, roads, paths, parking, landscaping, and infrastructure (water, sewer, storm water, gas) – would be renovated, relocated, or removed and new facilities would be constructed; and

WHEREAS, Client has determined that preparation of the EIR for the project requires professional and technical environmental planning services of a temporary nature; and

WHEREAS, Client does not have available employees to perform these services for the project; and

WHEREAS, Client has determined that P&O is qualified to perform the necessary professional and technical services required for the EIR.

THEREFORE, Client and P&O, for the consideration hereinafter described, enter into the Agreement set forth herein.

**SECTION I
SCOPE OF WORK**

The scope of work covered by this Agreement shall be as set forth in Sections I and II of Attachment A, the *Roeding Regional Park/Fresno Chaffee Zoo Master Plan Environmental Impact Report* proposal submitted to Fresno's Chaffee Zoo Corporation by Paoli & Odell Inc., April 2007.

**SECTION II
PROJECT TEAM**

The scope of work specified in Section I shall be completed by the project consultant team set forth in Section V of Attachment A, with the exception that at Client's request, BSK Associates shall be added to the team to prepare a Phase I Environmental Site Assessment. BSK's scope of services, fee, anticipated schedule, and general conditions and limitations are set forth in Attachment B.

**SECTION III
PERFORMANCE SCHEDULE**

The scope of work shall be accomplished following the schedule presented in Section III of Attachment A.

**SECTION IV
FEE**

A. Fee and Payment Schedule

The scope of work will be completed for a fixed fee of \$167,095. The fee will be billed according to the following schedule:

EIR PAYMENT SCHEDULE		
Milestone	Schedule	Payment Percentage
1. P&O and Client sign agreement	0 days	10%
2. P&O provides first progress report	60 days	10%
4. P&O provides second progress report	120 days	10%
5. P&O completes administrative Draft EIR	150 days	30%
6. P&O distributes Draft EIR for public review	184 days	10%
7. P&O completes administrative final EIR	259 days	5%
8. Final EIR ready for Client certification	290 days	20%
9. Client certifies Final EIR.	(Not more than 60 days from Milestone 8)	5%

The fee distribution by project team member follows:

EIR FEE BY PROJECT TEAM MEMBER		
Project Team Member	Role(s)	Fee
Paoli & Odell, Inc.	Project management; EIR preparation and processing	\$84,295
Peters Engineering Group, Inc.	Traffic	\$22,200
Peters Engineering Group, Inc.	Parking	\$17,500

EIR FEE BY PROJECT TEAM MEMBER		
Live Oak Associates, Inc.	Biological resources	\$12,100
Ambient Air & Noise Consulting	Air quality and noise	\$13,000
Blair, Church & Flynn	Water, sewer, storm water, and gas	\$10,000
BSK Associates	Phase I ESA	\$8,000
	Total	\$167,095

B. Terms and Conditions Applicable to Fee

1. P&O will print 5 copies of administrative draft documents and up to 75 copies of the Draft and Final EIRs.
2. The fee includes attendance of P&O staff at meetings and hearings as described in Section I. It does not include the attendance of subconsultants. Subconsultants will attend meetings and hearings if requested by Client on a time and expense basis.
3. Client will provide complete project description and justification information for use in the EIR. At no cost, P&O will be able to consult with Client's staff, legal counsel, architect, civil engineer, and other consultants to obtain design, operational, and other project-related information.
4. The scope of work does not include the preparation of design or construction-related information or specifications for the project.
5. The alternatives described in Section I will be evaluated on a general, qualitative basis. No quantitative analyses, modeling, or on-site field studies will be performed for the alternatives.
6. The fee will be subject to review and modification if additional work is required or costs are incurred due to any of the following:
 - a. Completion of the Draft or Final EIR is extended more than 60 days beyond the schedule presented in this Agreement for reasons beyond the control of P&O or its subconsultants;
 - b. Modifications are made to the project by Client, subsequent to the approval of this Agreement, which necessitate making substantial and material changes in the EIR analysis, text, tables, maps, or figures;
 - c. Modifications are required in the scope of work due to comments received during the EIR research process;
 - d. Special studies and/or specific mitigation monitoring/implementation programs are required which are beyond the scope of work of this Agreement.

7. This Agreement assumes that the EIR will be certified within 90 calendar days from acceptance of the Final EIR by Client. The fee will be subject to review and modification in the event the EIR is not certified within this period for reasons beyond the control of P&O or its subconsultants.
8. Client will pay all newspaper publication costs and the California Department of Fish and Game EIR filing fee.
9. The work effort required to complete the Final EIR is uncertain and beyond the control of P&O or its subconsultants. If more than 30 pages of comments pertaining to material environmental issues are received on the Draft EIR (excluding any informational attachments not requiring responses), the work effort required to respond to comments in excess of 30 pages shall be considered extra work and shall be compensated on a time and materials basis in addition to the total fee. P&O will not perform the extra work without first receiving written approval from Client.

SECTION V GENERAL TERMS AND CONDITIONS

- A. P&O shall perform the work described in Section I in accordance with the schedule provided in Section III. P&O and Client agree the time schedule set forth in Section II represents their best estimates with respect to completion dates, and both P&O and Client acknowledge that the need for modification to the schedule may occur. However, no such modification shall be effective unless approved by an authorized Client representative.
- B. P&O shall not be responsible for performance delays caused by failure of Client to provide information reasonably required for P&O to complete its work and timely requested by P&O, by valid order of a court of competent jurisdiction, or by changes by Client to the project.
- C. P&O and Client agree that the consulting services provided by P&O, as described in this Agreement, are professional services only. Nothing in this Agreement shall be construed as a guarantee, promise, or assurance that the project will or may be approved.
- D. P&O shall not be liable for any time or costs that may result if the EIR or the project is subject to litigation. P&O shall be available to consult with Client regarding such litigation at P&O's then hourly rates for litigation-related services.
- E. The parties hereto agree that the relationship of P&O to Client is that of an independent contractor and not an officer, employee or agent of Client. It is further understood and agreed that the agents and employees of P&O, in the performance of this Agreement, are employees of P&O and not officers, employees or agents of Client.
- F. P&O and Client agree to use reasonable care and diligence to perform their respective obligations under this Agreement.

- G. P&O shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.
- H. P&O acknowledges that it is an Equal Opportunity Employer and, as such, does not and shall not fail or refuse to hire or discharge any individual or otherwise unlawfully discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap.
- I. All reports, exhibits, maps, drawings and other documents prepared by P&O pursuant to this Agreement shall become the property of Client upon completion of this Agreement and upon final payment by Client to P&O.
- J. Client may terminate this Agreement, with or without cause, by giving written notice to P&O. The written notice shall specify the effective date of termination and may state the reasons for termination. Upon receipt of such notice, P&O may continue work on the project through the effective date of termination. Client shall pay P&O for all work performed through the effective date of termination at the hourly rates set forth in Attachment H, not to exceed any maximum amount specified in this Agreement, within 30 days of the termination date.
- K. If P&O breaches the terms of this Agreement, Client shall have the following remedies in addition to any other remedies which Client may have at law or equity:
1. Immediately terminate the Agreement with P&O, and
 2. Retain any reports, exhibits, drawings and other design documents prepared by P&O.
- L. This Agreement is binding upon Client and P&O and their successors. Except as otherwise provided herein, neither Client nor P&O shall assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other. Any attempted assignment, sublease, or transfer without such consent shall be void.
- M. This Agreement represents the entire and integrated Agreement between Client and P&O and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. No written or oral promise, understanding, representation, or Agreement shall have any force or effect unless reduced to writing and signed by both parties.
- N. P&O shall maintain adequate records to permit inspection and audit of P&O's performance under this Agreement. P&O shall make such records available to Client during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to Client and any public agencies specified by law or by Client. Such records shall be maintained by P&O for at least three (3) years following completion of all work under this Agreement.

- O. P&O shall employ no Client official or employee in the work performed pursuant to this Agreement. No official or employee of Client shall have any financial interest in this Agreement.
- P. The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- Q. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement or the breach, interpretation, or enforcement of same, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.
- R. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on P&O and Client.

SECTION VI INSURANCE

- A. P&O, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this agreement:
 - 1. General liability insurance, with minimum limits of at least one million dollars (\$1,000,000) for bodily or personal injuries or for property damage on each occurrence. This insurance shall indicate on the certificate of insurance the following coverage and indicate the policy aggregate limit applying to: premises and operations and broad form contractual;
 - 2. Workers Compensation insurance in accordance with the California Labor Code; and
 - 3. Professional liability insurance, with a limit of liability of \$1,000,000.
- B. The general liability insurance policy shall name Client, its officers, agents, employees and volunteers, individually and collectively, as additional insured, but only so far as the operations under this contract are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Client, its officers, agents, employees and volunteers, shall be excess only and not contributing with insurance provided under P&O's policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to Client.
- C. Prior to the commencement of performing its obligations under the Agreement, the consultant shall provide certificates of insurance on the foregoing policies, as required herein, to Client, stating that such insurance coverage have been obtained and are in full force; that Client, its officers, agents, employees and volunteers shall not be responsible for any premiums on the policies; that such insurance (general liability only) names Client, its officers, agents, employees and volunteers individually and collectively, as additional insured, but only insofar as

the operations under this contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Client, its officers, agents, employees and volunteers, shall be excess only and not contributing with insurance provided under P&O's policies herein; and that this insurance shall not be canceled or changed without a minimum thirty (30) days advance, written notice given to Client.

- D. In the event that P&O fails to keep in effect at all times insurance coverage as herein required, Client may, in addition to other remedies it may have, suspend or terminate the Agreement upon the occurrence of such event.

IN WITNESS WHEREOF, the parties caused their authorized representatives to execute this Agreement, as follows:

PAOLI & ODELL, INC., by:

Signature: *Michael P. Paoli*
Name: Michael P. Paoli
Title: Principal
Date: 5/17/07

FRESNO'S CHAFFEE ZOO CORPORATION, by:

Signature: *Lewis Greene*
Name: Lewis Greene
Title: CEO/Executive Director
Date: 29 May 2007



September 22, 2006

Firm Name
Contact
Title
Address 1
Address 2

Re: Request for Proposals: Facility Master Planning Services

Dear

I am pleased to announce that your firm has been short-listed by the Fresno Chaffee Zoo (Zoo) based on your submittal of professional qualifications as outlined in the August 31st Request for Qualifications. We are excited and anxiously to move forward with the next step of our planning process and look forward to receiving a more detailed proposal from you.

The Request for Qualifications included background information about the Fresno Chaffee Zoo, Roeding Park and the opportunities that await the Fresno community. I have outlined below the scope of work to be covered in developing the facility master plan and have provided an outline of the terms and conditions including key dates for responding to the Request for Proposal.

Introduction

The new facility master plan should guide the Zoo's development over the course of the next twenty (20) years with the initial phases of the plan focused on the next ten years as funds from Measure Z are allocated. The Zoo's success with implementing its facility master plan will determine the community's role in supporting the Zoo beyond the current funding parameters of Measure Z.

The facility master plan will be integrated with the Zoo's new strategic business plan which will be developed, under a separate contract by Schultz & Williams, to insure that the facility plan is realistic, achievable and sustainable both in the short- and long-term. The respective plans must support one another and serve to leverage additional investments in the Fresno Chaffee Zoo.

The facility master planning process will include the Zoo's strategic partners as outlined in the Request for Qualifications

Scope of Work

As part of developing the facility master plan, the following key planning components must be incorporated into your proposal submission

- Review and refine the Zoo's mission, vision and core values.

- Evaluate existing animal exhibits, visitor amenities/services and visitor circulation and recommend improvements.
- Evaluate infrastructure needs including utility services.
- Evaluate existing land uses, including plantings and horticulture and recommend how best to incorporate into the facility plan.
- Evaluate opportunities to incorporate the roles of the Zoo's strategic partners into the plan
- Review interpretive graphics and recommend enhancements.
- Recommend new exhibits concepts that support the Zoo's vision, animal, facility, visitor and business needs
- Recommend a visitor services/amenities plan including food, retail, restrooms, entry sequence, visitor circulation, parking and Park access
- Recommend effective utilization of adjacent land for the purpose of expansion as outlined in the RFQ.
- Identify the project budgets/costs for implementing the plan and provide phasing recommendations.
- Hold at least one public meeting to solicit community input on the facility master plan.

Request for Proposals: General Conditions

Inquiries

All inquiries related to this RFP are to be directed, in writing via email, to Lewis Greene, CEO, at lgreene@fresnochaffeezoo.com. Information obtained from any other source is not official and should not be relied upon. Questions regarding the RFP, the Zoo or this planning process must be submitted prior to October 3, 2006.

Closing Date

Six complete hard copies of the proposal must be received before 5:00 PM, Pacific Time, on October 5th 2006 at the Fresno Chaffee Zoo, 894 W. Belmont Avenue, Fresno, CA 93728; attention Lewis Greene, CEO

Submission Expenses

Responding firms are solely responsible for their own expenses in preparing the request for proposal. The Zoo will not be liable to any of the submitting firms for any claims, whether for costs or damages incurred by the firm in preparing their proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

Project Schedule

The following schedule outlines the anticipated timeframe for the Request for Proposals:

- | | |
|---|------------------|
| • Proposals due | October 5, 2006 |
| • Planning team interviews** | October 16, 2006 |
| • Planning team selected | October 24, 2006 |
| • Assignment of contract | October 31, 2006 |
| • Final Master Plan Report (on or before) | June 30, 2007 |

** If interviews are conducted, it is anticipated that interviews will be scheduled for the week of October 16, 2006.

Planning Teams

The Zoo is seeking an experienced zoological planning firm to be the lead firm in this planning effort. However, the Zoo would encourage the lead firms, where appropriate, to identify qualified local/regional professional planning firms, including but not limited to engineering, transportation and land use services, to be part of their planning team in completing the facility master plan for the Zoo.

Ownership of Qualifications

All documents, including the proposals, submitted to the Zoo become the property of the Zoo. They will be received and held in confidence by the Zoo, subject to the provisions of the *Freedom of Information Act*.

Confidentiality of Information

Information pertaining to the Zoo obtained as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the Zoo.

Right to Reject

The Request for Proposal is not a contract or commitment of any kind of the FCZC and does not commit FCZC to award an "Agreement for Services" or pay any cost incurred preparing the submission. FCZC, at its sole discretion, reserves the right to accept or reject, in whole or in part, submittals received in response to this request, to negotiate with any qualified source, or to cancel in whole or in part this Request for Proposals. All submittals will become the property of FCZC. Failure to provide any of the requested information within the specified submission period may cause FCZC, at its sole discretion, to reject the submittal or require additional information.

Review Committee

The review of the proposal will be by a Committee comprising members of the FCZC Board, Zoo staff and the Zoo's CEO.

Review and Selection

The Review Committee will assess all submissions against the criteria identified below. Submissions not meeting the criteria will be rejected without further consideration. Submissions that do meet all the criteria will then be assessed and scored against the evaluation criteria outlined below.

Respondent's Response

The following format and sequence should be followed in order to provide consistency in the submissions and to ensure each firm receives full consideration. All pages should be consecutively numbered.

1. Cover letter that will serve as an executive summary of your proposal

2. Identification and role of project team including key personnel, their background and experience. Include resumes of personnel to be assigned to the project, the project manager and any subcontractors. Identify uniqueness that the planning team will bring to the project.
3. A detailed description of how the firm proposes to carry out the Scope of Work including the methods of coordination with Zoo staff and the number of planning workshops to be completed.
4. A project schedule and fee estimate of the proposed work as outlined in the Scope of Work. The fee estimate must include professional fees, reimbursable out-of-pocket expenses and any services that are excluded from the proposed work plan and fees. An allocation of the professional fees for each member of the planning team, including billable hours and rates, must be included.
5. Identify the current projects under contract for the key personnel assigned to the Fresno Chaffee Zoo project.

Evaluation of Request for Proposals

Submissions will be evaluated based upon the following criteria and points:

	<u>Points</u>
1. Overall quality & completeness	15
2. Qualifications, skills and expertise of the identified personnel	20
3. Understanding of the Scope of Work, as evidenced by the approach	20
4. Ability to complete the project in a timely manner	20
5. Workplan and project timeline	<u>25</u>
Total	100

Cost, although a significant factor, may not be the determining factor. Cost is particularly important when all the other evaluation criteria are relatively equal.

I look forward to reviewing your qualifications and to having the opportunity to work with you and your firm in creating a new dynamic, sustainable facility master plan for the Fresno Chaffee Zoo.

Best regards

Lewis Greene
CEO

POTENTIAL INSURANCE REQUIREMENTS???...JEFF TO REVIEW

1. **INSURANCE** – The Consultant shall provide Certificates of Insurance as noted below. All insurance carriers shall be rated A:VII or better.
 - **GENERAL LIABILITY INSURANCE** - The Consultant shall take out and maintain, throughout the duration of the Agreement, commercial general liability insurance with minimum limits of \$1,000,000 combined single limit (CSL), or \$1,000,000 bodily injury per occurrence and \$1,000,000 property damage per occurrence, covering all bodily injury and property damage arising out of its operation under the agreement.
 - **AUTOMOBILE INSURANCE** - Throughout the duration of the Agreement the Consultant shall provide “Any Auto” automobile insurance covering all bodily injury and property liability incurred during the term of the Agreement, with minimum coverage of \$1,000,000 per accident for bodily injury and property damage; or \$1,000,000 per accident combined single limit (CSL).
 - **WORKERS' COMPENSATION INSURANCE** - The Consultant shall, throughout the duration of the Agreement, maintain in full force and effect a policy of workers' compensation insurance covering all its employees and volunteers as required by the State of California.
 - **PROFESSIONAL LIABILITY INSURANCE** - The Consultant shall, at his/her own expense, take out and keep in force throughout the duration of the Agreement, professional liability insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.

Zoo Pre-Qualified Master Plan Firms

Bassett Associates
4010 Ada Road
Luna, OH 45801-1637
(419) 221-0181
E-Mail: info@bassettassociates.com

CLRdesign Inc
Mark Beauchamp
121 N Broad Street, F17
Philadelphia, PA 19107-1913
(215) 564-0250
E-Mail: mbeauchamp@clrdesign.com

Esherick Hornsey Dodge & Davis (EHDD)
500 Treat Avenue
San Francisco, CA 94110-2014
(415) 285-9193
E-Mail: info@ehdd.com

Jones & Jones Architects and Landscape Architects
Keith Larson
105 South Main Street, #300
Seattle, WA 98104-3474
(206) 624-5702
E-Mail: info@jonesandjones.com

Main Street Design, Inc.
38 Cameron Avenue, # 200
Cambridge, MA 02140
(617) 876-9111
E-Mail: info@mainstdesign.com

Moore Iacofano Goltsman, Inc.
800 Hearst Avenue
Berkeley, CA 94710
(510) 845-7549
E-Mail: susan@migcom.com

Peckham Guyton Albers & Viets, Inc.
200 N Broadway, Suite 1000
Saint Louis, MO 63102-2754
(314) 231-7318
E-Mail: john.kemper@pgav.com

PJA Architects & Landscape Architects, P.S.
210 3rd Avenue S, Suite 2B
Seattle, WA 98104-2650
(206) 442-9702
E-Mail: patj@pjarchitects.com

Steve Winslow Wilson Darnell Mann Architects
105 N Washington Street
Wichita, KS 67202-2815
(316) 262-4700
E-Mail: crhodes@WDMDesign.com

The Portico Group
1500 4th Avenue, 3rd Floor
Seattle, WA 98101-1670
(206) 621-2196
E-Mail: portico@porticogroup.com



Blair, Church & Flynn

CONSULTING ENGINEERS

April 24, 2007

Fresno County Zoo Authority
2220 Tulare Street
Fresno, CA, 93721

Principals

George Y. Blair, PE, *Retired*

Kenneth L. Church, PE

Michael E. Flynn, PE

Associate Principals

Jeffrey D. Briens, PE

Adam K. Holt

Karl E. Kierow, PE

Alan K. Mok, PE, LS

David A. Mowry, PE

Lane R. Bader, PE

Efren Baruelos, PE

Himawan Brasali, LS

David W. Briley, MLA

Patrick G. Campbell, PE

Eric M. Doswald, PE

Timothy J. Flynn, PE

Luis M. Gonzalez, PE

Bradley R. Kerner, PE

Steven R. Miller, PE

Beth G. Montanez, PE

Cordie R. Qualle, PE

Forest Shepherd, LS

Edward M. Wong, PE

Frederick W. Wong, PE

Subject: Paoli and Odell Letter of Recommendation

To Whom it May Concern:

It is my understanding that the Fresno County Zoo Authority is considering retaining the services of Paoli and Odell to prepare an Environmental Impact Report for the Fresno Zoo Master Plan. In my opinion, Paoli and Odell is one of the most qualified environmental firms in the San Joaquin Valley.

I have worked professionally with Mike Paoli and Scott Odell for more than twenty years. Our firms have worked together on countless site selection studies and environmental documents. I have always found them to be professional, thorough, complete and on time with their work product.

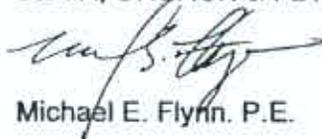
Locally, Paoli and Odell have successfully completed environmental documents for the City of Fresno, the City of Clovis, Fresno County, Clovis Unified, Fresno Unified, Central Unified, Fresno Metropolitan Flood Control District and State Center Community College District. Notable EIR projects include the Buchanan Educational Center, State Center's new southeast campus and the Old Administration Building at City College, Sunnyside High School and Central Unified's new stadium and Educational Center.

Paoli and Odell's environmental documents are written with two objectives in mind: production of a quality environmental document that clearly mitigates any negative environment effects that a project may have; and production of a document that meets the clients needs while being defendable in court should distracters try to use the environmental process as a means to stopping a project.

I highly recommend Paoli and Odell as the environmental firm that the Fresno Zoo Authority utilize for the preparation of the Fresno Zoo Master Plan EIR.

Very truly yours,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Michael E. Flynn, P.E.

451 Clovis Ave., Suite 200

Clovis, CA 93612

Tel (559) 326-1400

Fax (559) 326-1500

www.bcf-engr.com

August 29, 2007

Council Adoption: 8/28/07

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 8/28/07, Council took legislative action entitled **Appv MOU w/Roeding park Playland, Storyland and Chaffee Zoo Corp re: preliminary Roeding Park Master Use Plan**, Item No. 1G, 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 September 10, 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: _____

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes :
Noes :
Absent :
Abstain :