

# Agenda Report

City Council

Date: September 13, 2022

To: Brian Saeki, City Manager

From: Virginia Santana, Director of Parks, Recreation and Community Services

**Subject:** Parks Master Plan – Award of Professional Services Contract

## **RECOMMENDATION**

- 1) Adopt Resolution No. 2022-74 amending FY 2022-23 budget in the amount of \$249,531 in general funds to be allocated for the Parks Master Plan Project;
- 2) Award the Professional Services contract to KTUA in the amount not to exceed \$249,531 for the Parks Master Plan project; and
- 3) Authorize the City Manager to execute a Professional Services contract on behalf of the City.

## BACKGROUND

On July 30, 2020, City Council developed its Strategic Planning Goals and supporting objectives. The Strategic Goals include:

- Provide for Public Safety, Ensure Long-Term Financial Sustainability
- Maintain & Enhance Quality of Life
- Transparent & Open Government
- Promote a Strong Local Economic Base

The supporting objectives were scheduled according to fiscal year, such that the Strategic Goals constitute a workplan for September 2020 through June 30, 2024.

One of the objectives identified by City Council under the Strategic Goal of maintaining and enhancing the quality of life is a Parks Master Plan. A comprehensive plan will assess the current conditions of the City's 23 parks, facilities and open space and determine current and projected community needs to guide future Capital Improvement projects, recreational programs, and maintenance needs.

In order to establish a comprehensive Parks Master Plan, a Request for Proposals (RFP) was created to begin the search for a qualified agency.

On July 12, 2022, City Council approved the RFP and authorized the City Clerk to advertise for professional service proposals.

## **DISCUSSION**

On August 12, 2022, two (2) proposals were received for the Parks Master Plan Project. Each proposal was evaluated by the Parks Recreation and Community Services management team.

	Agency	Bid Amount
1	KTUA	\$249,531
2	RJM Design Group	\$233,660

After review, the proposal from KTUA was complete, responsive, and met all the requirements of the RFP. They demonstrated an understanding of the project and agreed to do all work as specified within the timelines issued.

Staff recommends the contract for Professional services be awarded to KTUA. In addition, reference checks were completed, and Staff received satisfactory responses.

Should City Council approve the award of the contract, a funding resolution would appropriate the funds for the agreement.

## **FISCAL IMPACT**

Adoption of Resolution No. 2022-74 will appropriate additional funding of \$249,531 in the Parks Capital Improvement Fund's Parks Master Plan account (635-22-981-922 821262) to fund this project.

## STRATEGIC PLANNING GOAL

• Maintain & Enhance Quality of Life

## **ATTACHMENTS**

- A. Resolution No. 2022-74
- B. Professional Services Agreement KTUA

## RESOLUTION NO. 2022-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 BUDGET FOR THE EXPENDITURE OF UP TO \$249,531 IN FUNDS FOR THE PARKS MASTER PLAN PROJECT

## RECITALS

- A. City Council approved \$249,531 be allocated for the completion of a Parks Master Plan.
- B. It is necessary to amend the FY 2022-23 budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. The following transfers shall be added and appropriated to the City's FY 2022-23 budget:

Account No.	Account Name	<u>Amount</u>
635-22-981-922 487100	Transfer In from General Fund	\$249,531
100-12-999-201 810635	Transfer Out to Parks CIP Fund	(\$249,531)

SECTION 2. The following supplemental appropriations shall be added to the City's FY 2022-23 budget:

Account No.	Account Name	<u>Amount</u>
635-22-981-922 821262	Parks Capital Improvement Fund – Parks Master Plan	\$249,531

SECTION 3. The Ci	ty Clerk shall	certify to the	passage and	d adoption	hereof.
APPROVED AND A	DOPTED this	s 13 <sup>th</sup> day of \$	September 2	022.	

JOSEPH A	VINATIFRI	Mayor	

ATTEST:

RIGOBERTO GARCIA JR., City Clerk (seal)

# PROFESSIONAL SERVICES AGREEMENT WITH KTUA

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of September 2022, by and between the CITY OF WHITTIER, a municipal corporation (CITY), and KTUA, (CONSULTANT).

## **RECITALS**

- A. CITY proposes to utilize the services of CONSULTANT as an independent contractor to create a comprehensive Parks Master Plan, as more fully described herein.
- B. CONSULTANT represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103 and holds all necessary licenses to practice and perform the services herein contemplated.
- C. CITY and CONSULTANT desire to contract for the specific services described in Exhibit A (Project) and desire to set forth the rights, duties, and liabilities in connection with the services to be performed.
- D. No official or employee of CITY has a financial interest, within the provisions of California Government Code Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

#### 1.0. SERVICES PROVIDED BY CONSULTANT

- 1.1. <u>Scope of Services</u>. CONSULTANT shall provide the professional services described in the CONSULTANT's Proposal (Proposal), attached hereto as Exhibit A, and incorporated herein by this reference.
- 1.2. Professional Practices. All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. CONSULTANT also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise CITY of any changes in any laws that may affect CONSULTANT's performance of this Agreement. CONSULTANT shall keep itself informed of State and Federal laws and regulations which inany manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The CONSULTANT shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.
- 1.3. <u>Performance to Satisfaction of City</u>. CONSULTANT agrees to perform all the work to the complete satisfaction of the CITY and within the hereinafter specified. Evaluations of the work will be done by the Director of Parks, Recreation and Community Services or designee. If the quality of work is not satisfactory, CITY in its discretion has the right to:

- (a) Meet with CONSULTANT to review the quality of the work and resolve the matters of concern;
- (b) Require CONSULTANT to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.
- 1.4. <u>Warranty</u>. CONSULTANT warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. CONSULTANT shall indemnify and hold harmless CITY from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against CITY for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of CONSULTANT's performance under this Agreement.
- 1.5. <u>Non-discrimination</u>. In performing this Agreement, CONSULTANT shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

CONSULTANT shall, in all solicitations and advertisements for employees placedby, or on behalf of CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. CONSULTANT shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

- 1.6. <u>Non-Exclusive Agreement</u>. CONSULTANT acknowledges that CITY may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.
- 1.7. <u>Delegation and Assignment</u>. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of CITY. CONSULTANT may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at CONSULTANT's sole cost and expense.

1.8. <u>Confidentiality</u>. Employees of CONSULTANT in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT withoutwritten authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

#### 2.0. COMPENSATION AND BILLING

- 2.1. <u>Compensation</u>. CONSULTANT shall be paid in accordance with the fee schedule set forth in Exhibit A. CONSULTANT's total compensation shall not exceed **Two hundred and forty-nine thousand, five hundred and thirty-one dollars (\$249,531.00)**, unless CITY has given specific advance approval in writing.
- 2.2. Additional Services. CONSULTANT shall not receive compensation for any services provided outside the scope of services specified in the CONSULTANT's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the CITY or the Project Manager for this Project, prior to CONSULTANT performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the CITY request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the CONSULTANT's standard hourly rates shall be paid to the CONSULTANT for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The CITY MANAGER is authorized to approve a Change Order for such additional services.
- 2.3. Method of Billing. CONSULTANT may submit invoices to the CITY for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all CONSULTANT's services which have been completed to CITY's sole satisfaction.CITY shall pay CONSULTANT's invoice within forty-five (45) days from the date CITY receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.
- 2.4. Records and Audits. Records of CONSULTANT's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to CITY or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

#### 3.0. TIME OF PERFORMANCE

- 3.1. <u>Commencement and Completion of Work</u>. The professional services to be performed pursuant to this Agreement shall commence within thirty (30) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by CITY as set forth in Exhibit A.
  - 3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliancewith laws or regulations, riots, acts of war, or any other conditions beyond the reasonablecontrol of a party. If a delay beyond the control of the CONSULTANT is encountered, a time extension may be mutually agreed upon in writing by the CITY and the CONSULTANT. The CONSULTANT shall present documentation satisfactory to the CITY to substantiate any requestfor a time extension.

#### 4.0. TERM AND TERMINATION

- 4.1. <u>Term.</u> This Agreement shall commence on the Effective Date and continue for a period of one year, ending on September 13, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2. <u>Notice of Termination</u>. The CITY reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to CONSULTANT. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by the CITY. If the CITY suspends, terminates, or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the CONSULTANT defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time, the CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

CITY shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which itmay be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the CONSULTANT, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

- 4.3. <u>Compensation</u>. In the event of termination, CITY shall pay CONSULTANT for reasonable costs incurred and professional services satisfactorily performed up to and including the date of CITY's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the feesset forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the CITY or in the possession of the CONSULTANT. CITY shall not be liable for any claim of lost profits.
- 4.4. <u>Documents</u>. In the event of termination of this Agreement, all documents prepared by CONSULTANT in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings,maps, and reports, shall be delivered to the CITY within ten (10) days of delivery of termination notice to CONSULTANT, at no cost to CITY. Any use of uncompleted documents without specific written authorization from CONSULTANT shall be at CITY's sole risk and without liability or legal expense to CONSULTANT.

#### 5.0. INSURANCE

- 5.1. <u>Minimum Scope and Limits of Insurance</u>. CONSULTANT shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:
  - (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodilyinjury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
  - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
  - (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the CITY, the CONSULTANT shall file with the Parks, Recreation and Community Services Director the following signedcertification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The CONSULTANT shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect forthe duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Parks, Recreation and Community Services Director before execution of this Agreement by the CITY. CITY, its officers, and employees shall not be responsible for any claims inlaw or equity occasioned by failure of the CONSULTANT to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combinedsingle limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. CONSULTANT shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work here under.

Neither CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by CONSULTANT under this Agreement are adequate to protect CONSULTANT. If CONSULTANT believes that any such insurance coverage is insufficient, CONSULTANT shall provide, at its own expense, such additional insurance as CONSULTANT deems adequate.

- 5.2. <u>Endorsements</u>. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
  - (a) Additional insureds: "The CITY and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONSULTANT pursuant to its contract with the CITY; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; automobiles owned, leased, hired, or borrowed by the CONSULTANT."
  - (b) Notice: "CONSULTANT shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONSULTANT shall forthwith obtain

- and submit proof of substitute insurance. Should CONSULTANT fail to immediately procure other insurance, as specified, to substitute for any canceled policy, CITY may procure such insurance at CONSULTANT's sole cost and expense."
- (c) Other insurance: "The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the CITY shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to CITY, its officers, officials, agents, employees, and volunteers.
- (e) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5.3. <u>Deductible or Self-Insured Retention</u>. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- 5.4. <u>Certificates of Insurance</u>. CONSULTANT shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.
- 5.5. <u>Non-limiting</u>. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CONSULTANT may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

- 6.1. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevailover any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- 6.2. <u>Representatives</u>. The Director of Parks, Recreation and Community Services or designee shall be the representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of CITY, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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CONSULTANT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives, and agreements on behalf of CONSULTANT called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. <u>Project Managers</u>. CITY shall designate a Project Manager to work directly with CONSULTANT in the performance of this Agreement. It shall be the CONSULTANT's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the CONSULTANT shall refer any decision, which must be made by CITY, to the Project Manager. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Project Manager.

CONSULTANT shall designate a Project Manager who shall represent it and be its agent in all consultations with CITY during the term of this Agreement and who shall not be changed by CONSULTANT without the express written approval by the CITY. CONSULTANT or its Project Manager shall attend and assist in all coordination meetings called by CITY.

- 6.4. <u>Notices</u>. Any notices, documents, correspondence, or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered:
  - a) at the time of delivery if such communication is sent by personal delivery;
  - b) at the time of transmission if such communication is sent by facsimile; and
  - c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

KTUA 3916 Normal Street San Diego, CA 92103 Tel: 619-294-4477 Email: mike@ktua.com City of Whitter 13230 Penn Street Whittier, CA 90602 Tel: 562-567-9405

Email: mike@ktua.com Email: <u>vsantana@cityofwhittier.org</u>
Attn: Michael Singleton Attn: Virginia Santana, PRCS Director

- 6.5. <u>Attorneys' Fees</u>. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.6. <u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. CONSULTANT agrees to submit to the personal jurisdiction of such court in the event of such action.
- 6.7. <u>Assignment</u>. CONSULTANT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of CONSULTANT's interest in this Agreement without CITY's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of CITY's consent, no subletting or assignment shall

release CONSULTANT of CONSULTANT's obligation to perform all other obligations to be performed by CONSULTANT hereunder for the term of this Agreement.

- 6.8. Indemnification and Hold Harmless. CONSULTANT agrees to defend, indemnify, hold free and harmless the CITY, its elected and appointed officials, officers, agents and employees, at CONSULTANT's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the CITY, their respective elected and appointed officials, officers, agents and employees arising out of the performance ofthe CONSULTANT, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONSULTANT, its employees. and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONSULTANT, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, their respective elected and appointed officials, officers, agents and employees based upon the work performed by the CONSULTANT, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONSULTANT, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONSULTANT shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONSULTANT's Proposal, which shall be of no force and effect.
- 6.9. Independent Contractor. CONSULTANT is and shall be acting at all times as an independent contractor and not as an employee of CITY or the CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or the CITY or otherwise act on behalf of CITY or the CITY as an agent. Neither CITY or the CITY nor any ofits agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of CITY. CONSULTANT shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for CONSULTANT and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. CONSULTANT shall indemnify and hold CITY harmless from any and all taxes, assessments, penalties, fines, and interest asserted against CITY and any legal fee incurred by the City by reason of any challenge/claim made against CITY regarding the independent contractor relationship created by this Agreement. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with the applicable worker's compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this paragraph.
- 6.10. <u>PERS Eligibility Indemnification</u>. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY.

CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and intereston such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

- 6.11. <u>Cooperation</u>. In the event any claim or action is brought against CITY relating to CONSULTANT's performance or services rendered under this Agreement, CONSULTANT shallrender any reasonable assistance and cooperation which CITY might require.
- 6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by CONSULTANT or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of CITY. CONSULTANT agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of CITY. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of CITY and without liability or legal exposure to CONSULTANT. CITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of, or resulting from CITY's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by CONSULTANT. CONSULTANT shall deliver to CITY any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by CITY or its authorized representative, at no additional cost to the CITY. CONSULTANT or CONSULTANT's agents shall execute such documents as may be necessary from time to time to confirm CITY's ownership of the copyright in such documents.
- 6.13. Public Records Act Disclosure. CONSULTANT has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by CONSULTANT, or any of its subcontractors, pursuant to this Agreement and provided to CITY may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which CONSULTANT informs CITY of such trade secret. The CITY will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. CITY shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.14. <u>Conflict of Interest</u>. CONSULTANT and its officers, employees, associates and subconsultants, if any, will comply with all conflict-of-interest statutes of the State of California applicable to CONSULTANT's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONSULTANT and its officers, employees,

associates and subconsultants shall not, without the prior written approval of the CITY Representative, perform work for another person or entity for whom CONSULTANT is not currently performing work that would require CONSULTANT or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.

- 6.15. Responsibility for Errors. CONSULTANT shall be responsible for its work and results under this Agreement. CONSULTANT, when requested, shall furnish clarification and/or explanation as may be required by the CITY's representative, regarding any services rendered under this Agreement at no additional cost to CITY. In the event that an error or omission attributable to CONSULTANT occurs, then CONSULTANT shall, at no cost to CITY, provide all necessary design drawings, estimates and other CONSULTANT professional services necessary to rectify and correct the matter to the sole satisfaction of CITY and to participate in any meeting required with regard to the correction.
- 6.16. <u>Prohibited Employment</u>. CONSULTANT will not employ any regular employee of the CITY while this Agreement is in effect.
- 6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.18. <u>Costs</u>. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except asexpressly provided herein.
- 6.19. <u>No Third-Party Beneficiary Rights</u>. This Agreement is entered into for the sole benefit of CITY and CONSULTANT and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.20. <u>Headings</u>. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.21. <u>Construction</u>. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.22. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.23. <u>Waiver</u>. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 6.24. <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdictionshall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.25. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.26. <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WHITHER, A municipal corporation	
BRIAN SAEKI, City Manager	Date:
CONSULTANT	
MICHAEL SINGLETON, KTUA	Date:
ATTEST:	
RIGOBERTO GARCIA JR., City Clerk	
APPROVED AS TO FORM:	
RICHARD D. JONES, City Attorney	

#### **EXHIBIT A**

#### **SCOPE OF WORK**

The Consultant will provide services to the City that will result in a comprehensive Parks Master Plan that assesses current conditions of the City's parks and open space and determine current and projected community needs to guide future capital improvement projects, recreational programs, and maintenance needs. The following describes specific components which should be included in the Scope of Work. Consultant is expected to provide suggestions other than those listed in the Scope of Work which they believe would be of value to producing a Master Plan that reflects the unique nature of the City of Whittier. Suggestions which require Consultant to provide a service that may cause a cost increase are to be shown as "Additional Services".

In summary, the Master Plan should:

- 1. Acquire, develop, redevelop, and maintain quality parks and trails that support equity of access by users, connectivity, and create a positive sense of place for all residents in the Citv:
- 2. Improve the overall existing condition of parks and community facilities that will encourage greater positive use by residents in the City; and
- 3. Update community facilities both indoor and outdoor to maximize their use and appreciation by the community for people of all ages; to enhance the value of sports and fitness, quality of life, arts and social places for the community to gather; and celebrate healthy living in Whittier.

## **Research and Analysis of Existing Conditions**

Evaluate existing conditions for the parks listed below, their relevant amenities, connectivity issues, recreational programs, and current and prospective users of the parks.

#### Parks, Open Space, and Facilities Inventory and Evaluation

Identify and evaluate the following parks on their overall conditions based on acceptable local, state, and federal standards. As part of this task, Consultant shall identify undeveloped land, not necessarily owned by the City, which may have potential for recreational purposes.

No.	Park	Address	Acreage
1	Anaconda Park	14575 Anaconda Street	2.5
2	Broadway Park	12816 Broadway Avenue	3
3	Central Park	6532 Friends Avenue	2
4	Dog Park	12206 Philadelphia Street	1.05
5	Dorland Park	10525 Whittier Blvd.	3.06
6	Founders Park	6031 Citrus Avenue	6
7	Joe Miller Field	7630 Washington Avenue	2.27
8	Guirado Park	5760 Pioneer Blvd.	3.5
9	Greenway Trail	Mills Ave. to Pioneer Blvd.	4.5 miles
10	Hoover Fountain	10839 Beverly Blvd.	1
11	J.G. Whittier Park	7227 Whittier Avenue	2.5

12	Kennedy Park	8530 Painter Avenue	2
13	Laurel Park	8825 Jacmar Avenue	1
14	Lee & Erika Owens Park	7930 Greenleaf Avenue	1.84
15	Leffingwell Ranch Park	10537 Santa Gertrudes Avenue	2
16	Michigan Park	8228 Michigan Avenue	10
17	Murphy Ranch Park	16200 Las Cumbres Drive	48
18	Palm Park	5703 Palm Avenue	12
19	Parnell Park	15390 Lambert Road	11.5
20	Penn Park	13950 Penn Street	8
21	Skate Park	7630 Washington Ave.	7,500 sq. ft.
22	Whittier Depot Transit Park	7333 Greenleaf Avenue	1.2
23	York Field	9110 Santa Fe Springs Road	10

#### **Expected Outcome/Product:**

Produce a report and GIS database that discuss and captures information about the geographic location and physical characteristics and conditions of the parks. The report and GIS database should:

- Identify each park's classification.
- Define appropriate service areas and level of service for each park classification.
- Compare the City's existing level of service and projected level of service at each of the parks with national standards and with levels of service in comparable regional cities.

#### **Amenities**

Identify existing park amenities and evaluate their overall conditions. Evaluation of present conditions should include, but is not limited to, the following amenities:

- Seating
- Restrooms
- Picnic tables
- · Bicycle racks
- · Safety lighting
- · Stadium lighting
- · Drinking fountains
- · Playground equipment
- Signage/Way-finding signage
- Tennis courts
- · Trash receptacles and recycle bins
- · Parking lots
- Looped walking trails within parks
- Indoor and outdoor sporting facilities (e.g., baseball, basketball courts; soccer fields; gymnasiums, football, volleyball, skate park; etc.)
- Storage facilities
- Outdoor fitness equipment
- · Community Park facilities
- · Shade structures and shade providing trees

#### **Expected Outcome/Product:**

Develop a matrix that ranks the existing condition of each amenity at the parks based on each amenity's current use. Consultant is to also measure or rank each appropriate amenity's level of accessibility by visitors. Evaluation of restroom, storage buildings, and community park facilities shall only consist of a general condition evaluation.

## Connectivity and Accessibility Inventory

Develop an inventory on the walkability to parks from adjacent neighborhoods as well as walkability within parks; bicycling to parks; and an assessment of accessibility for visitors. This includes, but is not limited to, identifying the following:

- Accessibility to and from parking lots and within parks for different ability groups.
- Surrounding pedestrian and bike infrastructure leading to parks.
- Average safe route distances leading to/from residences and/or nearby schools.
- The number of park entrances and entrance locations.
- Connectivity to public transportation.

## **Expected Outcome/Product**:

Develop a map in Adobe Acrobat portable document (.pdf) and GIS formats that shows where connectivity exists, and where connectivity is lacking. Map must be high resolution, in color, and in black and white version. The walkability analysis shall include a half-mile radius of aneighborhood park and a one-mile radius of a community park.

## **Recreation Programs Inventory**

Provide an inventory and evaluation of existing recreational programs provided by the City of Whittier and by other area providers that utilize parks and associated sporting facilities listed.

#### **Expected Outcome/Product:**

Recreation program report with tables, breaking programs down by age, and type of activity.

#### **Existing and Prospective Park User Profile**

Compile demographic information such as age group, household income, and household size for existing and future users.

#### **Expected Outcome/Product:**

Conduct a survey and/or demographic analysis using the 2020 U.S. Census data and other resources to develop a profile of existing and future park users. Such demographic factors will determine future programming, leading to parks' upgrades that will meet the recreationalneeds of the current and future demographic of the City.

## **Community Outreach**

In order to properly assess the City's parks and programs as they relate to the community's current and future needs, public outreach and input will be a vital component to the development of the Parks Master Plan. From input to implementation, community feedback and engagement is critical to the development and execution of the Parks Master Plan. Community involvement is paramount not only to obtain technical feedback (e.g., opinion on design, future park locations, etc.) but to

also become familiarized with residents' personal experiences. This section of the comprehensive Parks Master Plan report should outline methodologies used to include the community and its park users in the development of the Parks Master Plan.

#### **Public Engagement Strategy**

Provide a strategy for public engagement as a means to obtain input from residents and include them in the decision-making process, ensuring that the Park Master Plan's findings and recommendations are true to the community's needs. Consultant shall work with City staff to develop parameters and provide guidance for the City to follow in efforts to conduct a series of community and focus group meetings as well as other forms of outreach. As such, the strategy must include, but is not limited to, the following components:

- Three (4) community meetings serving as forums that encourage a free flow of ideasand recommendations from attendees.
- Three (3) focus group meetings consisting of no more than ten (10) key constituents and stakeholders.

Consultant may recommend additional community outreach tools and methods to be priced separately.

#### **Expected Outcome/Product:**

A Community Involvement Plan outlining consultant's outreach strategy must be included in the Master Plan. Once Consultant executes its Community Involvement Plan, Consultant is to provide any agendas, handouts, graphics, maps, and PowerPoint presentations that may be used for meetings.

With use of park user profiles (from section A.5) and findings from public engagement/input, determine residents' and patrons' current use of the parks now and how residents and patrons will use parks over the next twenty (20) years. Prepare a summary report on how each park will contribute to the current and future needs of the park users served based on findings.

#### **Public Information**

Develop strategies to relay the status of the Park Master Plan's development to the general public, utilizing, at a minimum, the following media outlets:

- Social media websites
- City website

## **Expected Outcome/Product:**

Consultant to provide written material to the City for all online platforms to continuously update social media sites and the City's website through the finalization of the Parks Master Plan. City will manage all online platforms, which includes displaying written content provided by consultant.

#### **Park Needs Assessment**

Once community outreach and public input is completed, identify parks that are:

- adequately served now;
- expected to serve the projected population;
- overserved; and
- not expected to serve the needs of the current and projected population (i.e., functionally obsolete).

## **Expected Outcome/Product:**

A map in Adobe Acrobat portable document (.pdf) and GIS formats to visually represent the items listed above. Maps must be high resolution, in color, and in black and white version.

## **Recommendations and Analysis**

Consultant shall prepare recommendations for each park and prioritize each recommendation based on the inventory, demographic projections, and community needs assessments and analyses. Such recommendations must, at a minimum, include those listed below.

#### **Parks and Facilities**

- Identify ranking order of priority for existing deficiencies at each park/site, with greater importance placed on items relating to safety and/or accessibility.
- Determine if park facilities' current layout serve their intended purposes or if they need to be updated or changed to meet current use.
- Develop goals, objectives, policies, and standards for each park that will cater to theidentified needs of the community.
- Recommend a priority schedule for the development of parks and open space, if appropriate, prioritizing areas of the city that are lacking such parks/spaces.
- Determine usage patterns and maintenance needs of the park to meet future demands consistent with the program vision, policies, and priorities.
- Develop a plan for gyms and outdoor game fields to meet the needs of youth and adults in the City.
- Recommend industry standard maintenance practices and policies that should be inplace for each identified facility, for proper maintenance and upkeep to preserve the expected useful life of each park.

#### **Amenities**

Provide recommendations for amenities that will increase use of the park and visibility of users within the park to improve public safety. This should include amenities such as: Play equipment stations through parks that are specifically targeted toward differentage and ability groups, and adjacent comfortable seating areas for accessibility challenged caregivers and guardians.

- Lighting for parks to increase safety of park users and deter vandalism.
- Art elements to provide inspiration and beauty, giving parks a unique identity.
- Adding natural resource education related to native plants, and wildlife and how they are important to our region at applicable parks.
- Recreational facilities (e.g., play courts, gyms, etc.) and exercise equipment targeted specifically toward improving physical fitness for a wide range of age

andability groups.

- A series of looped walking trails of variable lengths with distance markers for users
  who want to keep track of their pace and progress related to their individual fitness
  goals and provide equipment recommendations for each amenity that is to be
  replaced or added to parks.
- Identify opportunities for turf placement to create/maximize green space in all designated parks.

## **Connectivity and Accessibility**

Identify accessibility obstacles (e.g., physical barriers such as railroads, fences, disconnected sidewalks, natural barriers, etc.) to users of alternative modes of transportation (i.e., non-motorized vehicles) and propose any applicable park enhancements that will facilitate bicyclists' access to parks.

### **Recreation Programs**

Examine and incorporate community input and needs assessment, partnership options, and the financial requirements for the development of enhanced or new recreational programs serving each of the parks.

#### **Development of New Parks and Open Space**

Identify undeveloped land, not necessarily owned by the City, that may potentially provide green space for active and passive use. Develop a map and database to capture information about the geographic location and physical characteristics of the potential parkland inventory. This may include, but is not limited to, the following:

- Utility easements
- Vacant parcels
- Underutilized parking lots

## Compliance with General Plan and California Environmental Quality Act (CEQA)

Consultant will be required to ensure that the Parks Master Plan complies with the City's General Plan. Consultant shall be required to complete all CEQA-related requirements for necessary environmental review and clearance prior to the final review by the City.

## **Funding, Operations, and Maintenance Feasibility**

Conduct a feasibility study and provide cost estimates, considering anticipated inflation over the next twenty (20) years for recommendations at each of the selected parks listed. In addition, the analysis must include the following:

## **Fiscal Capacity of Parks**

Develop budgets for the creation of new park development, maintenance of existing parks, and operating programs.

- Identify resources needed to operate and maintain future parks and recreation programs based on past funding, operating, and maintenance trends.
- Based on the park user profile and community needs assessment, identify funding resources that would be required to meet park and recreation needs. Project costs for the next twenty (20) years.

## **Alternative Funding**

Determine best alternative funding sources for the City such as assessment districts; recommend options to address any funding gaps; and identify best funding practices in other cities that can be explored by the City of Whittier.

## **Expected Outcome/Product:**

Complete maintenance and operations report that includes a matrix listing recommended improvements/changes to maximize maintenance operation and secure compliance; identified equipment/infrastructure replacement; and suggested completion timeframes and projected costs over a short-term and long-term range. All recommendations within this maintenance component should be ranked in order of priority, based on safety compliance as highest ranking.

#### **Public-Private Park System Management**

Describe best practices for park system management. Identify entities that should be created or included that can contribute to the City's implementation of the Master Plan's goals (e.g., conservancies, foundations, public schools, community groups, etc.).

#### **Final Comprehensive Plan**

Consultant shall finalize a draft Parks Master Plan document and present the draft document once to each of the following for further review and edits:

- Parks and Recreation Commission
- Planning Commission
- City Council

The Master Plan will include the aforementioned evaluations, analyses, findings, and recommendations, of all elements necessary to develop and meet improvements and activities starting at year one (1) to year twenty (20). Based on the recommended revisions, Consultant will provide a final Parks Master Plan including display material for future facilities. An Executive Summary should be included that outlines the process taken to create the report as well as summarizing the research and findings. A prioritized list of goals should be included here.

#### **Deliverables**

The Consultant shall prepare and submit the draft and final Parks Master Plan document in the following manner:

- **1.** Ten (10) copies of the Draft Parks Master Plan for review and edit by the Parks and Recreation Commission and other departments and entities determined by the City.
- 2. A minimum of ten (10) copies of the Final Parks and Open Space Master Plan adopted by City Council, Parks and Recreation Commission, and other departments and entities determined by the City.
- **3.** All materials to be provided in a Microsoft Office format as well as Adobe Acrobat portable document format (.pdf) with integrated graphics.
- **4.** All maps to be provided as Adobe Acrobat portable document format (.pdf) with integrated graphics as well as in the native GIS format (if applicable).

- **5.** All project documents, including meeting notices, meeting minutes, etc. shall be provided in Adobe Acrobat portable document format (.pdf) and made part of the Draft and Final Parks Master Plan.
- **6.** All documents shall be compiled so that they can be printed in color and black and white.

#### **Additional Services**

The following is a list of additional services the City may consider in addition to the general Scope of Work described above.

## 1) Maintenance and Operations

Assess relevant maintenance and operations of the selected parks as listed. This evaluation should include, but is not limited, to the following:

- A determination of the remaining useful life of each building component (both exterior and interior) and approximate replacement costs. Consultant shall provide a preventive maintenance schedule and associated costs estimates (labor and materials) to extend the useful life of assets.
- Identification of deteriorating infrastructure condition due to age/poor performance and appropriate resolutions.
- Development of standard operating procedures/checklists to maintain a Mode II maintenance level established by the National Recreation and Parks Association.
- Maintenance recommendations that consider the following park elements:
  - Restrooms
  - o Shelters
  - o Tree care
  - Looped walking trails
  - o Shelters
  - Irrigation systems
  - Hard surfaces
  - Lighting
  - o Fencing
  - Play courts
  - Playgrounds
  - Drinking Fountains
  - o Roads within the park
  - Parking lot

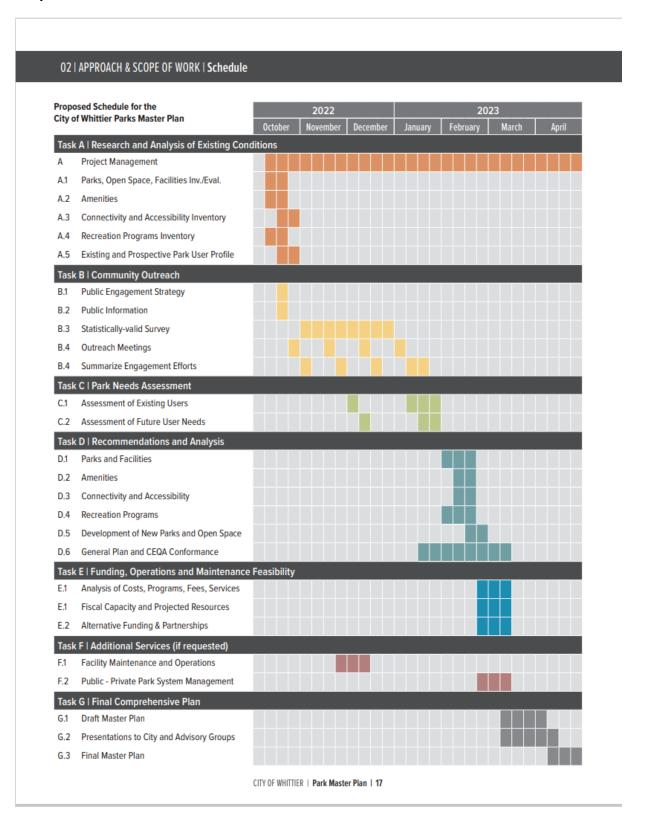
## 2) Additional Recommended Community Outreach Tools & Methods

In addition to the four (4) community meetings and two (2) focus group meetings, Consultant may recommend additional outreach tools and methods to obtain public input such as:

- Social media websites such as Facebook, Twitter, and Instagram
- Development of a dedicated City webpage
- City-approved residential mail and telephone surveys
- E-Blasts to reach the project database

Consultant shall propose fees for each outreach tool, methods, and any other outreach activity suggested.

## **Proposed Schedule**



# **EXHIBIT B**

# **CERTIFICATES OF INSURANCE**