CONSULTANT AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

| AGREEMENT FOR SERVICES BETWEEN |
| THE CITY OF MENLO PARK AND GATES + ASSOCIATES |

THIS AGREEMENT made and entered into at Menlo Park, California, this 31st day of October, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and GATES + ASSOCIATES, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Parks and Recreation Facilities Master Plan Project

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $167,955.00 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Gail Donaldson
Gates + Associates
2671 Crow Canyon Road
San Ramon, CA 94583
925-736-8176 ext. 220
Gail@dgates.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.
10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker’s Compensation and Employer’s Liability Insurance:
   The FIRST PARTY shall have in effect during the entire life of this Agreement Worker’s Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:
   The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in aggregate, or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker’s Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. **INSPECTION OF WORK**

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. **COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. **BREACH OF AGREEMENT**

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. **SEVERABILITY**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. **CAPTIONS**

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. **LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", ‘Dispute Resolution’ attached hereto and by this reference incorporated herein.

23. **RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. **TERM OF AGREEMENT**

This Agreement shall remain in effect for the period of October 31, 2017 through Project completion unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the Agreement.

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

FIRST PARTY:

Signature

Casey Case

Date

11/15/17

Partner

Title

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

11/21/17

CITY OF MENLO PARK:

Signature

Alex D. McIntyre

Date

12/7/17

Name

City Manager

Title

ATTEST:

City Clerk, City of Menlo Park

Date

12-7-17
EXHIBIT "A" – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
<table>
<thead>
<tr>
<th><strong>A5. BILLINGS</strong></th>
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<tbody>
<tr>
<td>FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.</td>
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<tr>
<td>The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.</td>
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## EXHIBIT “B” - DISPUTE RESOLUTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>B1.0</td>
<td>All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:</td>
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<tr>
<td>B2.0</td>
<td>Mediation</td>
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<tr>
<td>B2.1</td>
<td>The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.</td>
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<tr>
<td>B3.0</td>
<td>Arbitration</td>
</tr>
<tr>
<td>B3.1</td>
<td>Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.</td>
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<tr>
<td>B3.2</td>
<td>The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:</td>
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<tr>
<td>B3.3</td>
<td>Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.</td>
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<tr>
<td>B3.4</td>
<td>The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.</td>
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<td>B3.5</td>
<td>All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.</td>
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<td>B3.6</td>
<td>The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.</td>
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<td>B3.7</td>
<td>Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.</td>
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<td>B3.8</td>
<td>The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.</td>
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<tr>
<td>B3.9</td>
<td>Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.</td>
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<td>B3.10</td>
<td>The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.</td>
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PARKS & RECREATION FACILITIES MASTER PLAN
Menlo Park, CA
October 11, 2017

Gates + Associates ("Gates") and BluePoint Planning ("BPP") have a high regard for the emphasis that Menlo Park places on community values and creating a high quality environment. Our team brings the comprehensive set of skills, experience and knowledge to the Parks and Recreation planning process, bringing a solid history of working with city staffs, interest groups and the public to develop Parks and Recreation Facilities Master Plans that reflect the character and values of the community. Our areas of expertise are complementary and well rounded, and will enable us to create a visionary, implementable, community endorsed and well-documented Park and Recreation Facilities Master Plan.
A critical first task of this process will be to understand the existing parks, open spaces and facilities in Menlo Park. We will build on the information already compiled by the City regarding the 15 existing parks and open spaces, 5 joint use facilities at school sites and 11 community facilities, supplementing this information with our own field investigations and visual documentation. We will create a thorough inventory and evaluation of existing amenities, facilities, uses and staffing, as well as physical conditions, ADA and safety compliance, and neighborhood access. This analysis will look at service areas and amenity distribution to determine current levels of unmet needs, and the capacity to meet future needs within the existing system.

A demographic analysis will inform our projections regarding needs and demand over the Plan horizon. An analysis of current recreational trends and emerging patterns, as well as comparisons with facilities and services provided by peer communities will assist in establishing standards and goals.

We will actively work with city staff and stakeholders to identify preliminary goals, priorities and concerns. An essential part of the Master Planning process is to develop an outreach program which will ensure that all current and potential park user groups are encouraged to engage in the process. We will design a participatory and inclusive process to allow all segments of the community the opportunity to provide meaningful input. We will develop interactive graphics and workshop materials to convey ideas and issues, and facilitate community discussion regarding needs, preferences and priorities. Balancing competing needs in an era of limited resources requires sensitivity, innovation, and the willingness to listen to the community, as well as the ability to convey the opportunities and parameters of the study. Our team has an excellent track record in building consensus and forging coherent visions from groups with divergent interests.
We will synthesize the information gathered and analyzed in the above tasks – existing conditions, preliminary issues and goals, demographic projections, community needs and desires, recreational trends and comparable standards – into a vision for the overall system of parks and recreation. With a clear vision, we can realistically assess the gaps in the existing system, the projected deficiencies, and the opportunities for new, expanded or upgraded facilities. We will thoroughly review the City’s current park standards, and will propose updates and revisions as appropriate. In updating the City’s standards and creating specific recommendations, we will consider design, usability, accessibility, relationship of park elements and distribution of facilities. Our standards and recommendations will support innovative and inclusive design elements and include sustainable concepts to ensure efficiently maintainable parks and facilities.

Our 40 years of experience in designing and building parks, allows us to accurately project the costs for construction, renovation, operations and maintenance of parks and recreation facilities. Guided by the community vision, and grounded in accurate cost and constructability realities, we will develop strategic priorities for both long term and short term improvements. Working with City Staff, and through workshops, study sessions and public hearings, we will refine the priorities and develop comprehensive Master Plan for implementation over the next 5 to 25 years. The Parks and Recreation Facilities Master Plan will integrate all of the information into a comprehensive document. The narrative text will be richly supported with clear maps, diagrams, plans, photos and other graphics. It will also identify potential sources of funding for construction, maintenance and operations. The result will be a Park and Recreation Facilities Plan that is distinctly Menlo Park - a tailored reflection of the community needs and values.
PARKS & RECREATION FACILITIES MASTER PLAN
Menlo Park, CA
October 11, 2017

TASK 1 – PROJECT INITIATION

Subtask 1.1 – Work Plan
Work with City Staff to review project’s goals and objectives and to finalize a detailed work scope and schedule. Once established, the refined work program will serve as the organizing framework for the project. It will specify meetings, work tasks, schedule checkpoints and other aspects of project management.

Subtask 1.2 – Kick-Off Meeting
Meet with City Staff to discuss in-depth the parks, facilities, work in progress, service model, programs and partnerships currently provided to the community. Identify relevant stakeholders and targeted community segments for input into the process, and confirm engagement process. Review approaches to be used to:

- Analyze current park area, square feet of facility space, and user demographics for both City and non-City owned spaces and facilities.
- Provide qualitative measures to evaluate conformance with General Plan policies as well as best practices to identify areas of need and opportunities.
- Use planning level mapping to analyze current service areas and areas of influence for existing parks, and facilities.
- Use this information to develop master plan that responds to the unique needs and opportunities in Menlo Park while planning park, open space, facility and service recommendations for the City that are fiscally responsible and provide for a sustainable future, both physically and operationally.
- Identify additional opportunities to achieve near-, medium- and long-term park, facility and operational goals
- Review funding and financing mechanisms.
- Consider the level of environmental documentation to be required under the California Environmental Quality Act (CEQA).

Subtask 1.3 – Existing Document Review
Assemble and review current data and planning context, including, but not limited to key documents, materials, plans and reports such as:

- City of Menlo Park General Plan and Updates
- Parks and Recreation Facilities Master Plan 1999
- Park and Recreation Commission Goals and Work Plan
WORKPLAN

- ConnectMenlo materials
- Bedwell Bayfront Park Plan
- Belle Haven Pool Plan
- Library Space Needs Study
- Economic Development Plan
- Playground Audit
- Capital Improvement Plan (CIP)
- Flood Park Master Plan
- Community Services Department (CSD) Mission / Vision and Strategic Plan
- Downtown Specific Plan
- Facebook Expansion Plans
- Cost Allocation Plan (forthcoming)

Subtask 1.4 – Project Communication

Hold regularly scheduled project check in calls with City staff. Provide meeting/call summaries with actionable items after each call. Maintain project schedule. Distribute project materials to applicable parties.

PRODUCTS:
Work Plan
Schedule
Meeting/call summaries with actionable items

MEETINGS:
City Staff Kick-off 1
Check-in/coordination calls 30

TASK 2: TRENDS AND DEMOGRAPHICS

Examine trends in relation to the demographic composition and characteristics of the City of Menlo Park community. Identify and examine key demographic and societal trends that likely shape and impact park and recreation services.

Subtask 2.1 - Demographic Analysis

Prepare a demographic profile of the City of Menlo Park community, using data provided by the City. This will include 2010 Census, 2018 estimated, and 2040 projected demographic data. This analysis will identify the status and changes in age groups, family households, income, educational attainment, and other information that can be used to estimate recreation demand and likely participation.

Subtask 2.2 – Trends Analysis

There are a number of trends significantly impacting park and recreation facilities and programs. The response to these trends is transforming the next generation of park and recreation facilities. The trends impacting parks and recreation include environmental stewardship, social and economic concerns, new technology, children’s health and childhood obesity, the “age wave”, demand for health, fitness and wellness-centered activities, wellness and social integration of older adults, aging in place, technology, universal play and
access, and creation of community connections in urban and suburban planning, to new a few. The consultant team will identify the impact of these trends on the community and integrate strategies to address these trends in the Master Plan.

PRODUCTS:
A summary of the demographics and the trends that will likely have implications for the City’s recreational programs, services, and facilities.

### TASK 3 – INVENTORY AND COMPARISON OF PARKS AND RECREATION RESOURCES

The object of this task is to inventory the City’s existing resources, assess function and compare existing standards to those of peer communities.

#### Subtask 3.1 – Existing Park / Facility Inventory – Baseline Analysis

Review City-provided documentation on parks and recreation facilities, both current and proposed, including site and floor plans. Create detailed inventory of facilities and amenities provided at each park/facility, based on information provided. Follow up with field/site visits as needed:

- 13 Neighborhood and Community Parks and 2 Open Spaces
- 1 County Park
- 5 Joint Use School Facilities

Recreation facilities including:

- 3 Community Centers
- 2 Public Pools
- 3 Child Care Centers
- 1 Gymnasium
- 1 Gymnastics Center
- Menlo Atherton Performing Arts Center

For each site, indicate:

- Location
- Size
- Facilities – Inventory of all park and recreational facilities (playgrounds, play fields, ball courts, pools, gyms, trails, restroom, structures, parking capacity)
- Recreation programs - Scheduled programs throughout the year (services provided by City)
- General condition of park or facility
- Usability of the park or facility for intended uses - whether the park is fulfilling community needs, or whether improvements would better fulfill those needs

#### Subtask 3.2 - Current Programs and Services – Baseline Analysis

Inventory and analyze the current program and service offerings and the associated fees and policies for the City of Menlo Park Community Services Department.
Subtask 3.3 – Benchmarking

Benchmarking is a tool to assist in establishing standards and goals by comparing the current provision of facilities and services to those offered by peer communities. The analysis will include an inventory of the current facilities and benchmarking using peer institutions. We will provide a comparative analysis of the park and recreational facilities of up to six (6) peer jurisdictions in San Mateo and Santa Clara Counties as identified by the City. Based on the availability of information from the Peer Cities, the team will strive to gather and analyze the following information: (1) number and types of park, trails, and open space opportunities, (2) inventory, size, type, and features of facilities, (3) comparison of program offerings and services, (4) user fees, rental rates, and other revenue streams (and (5) general information which would add to the comparative analysis. In addition, we will compare the Community Services Department with similar departments as listed in the National Recreation and Park Association’s NRPA Park Metrics database. The assessment will provide information to be compared to nationally accepted standards (NRPA) regarding recreation resources and facilities.

PRODUCTS:
Summary of Findings to include existing conditions, inventories and comparison analysis.

TASK 4: PUBLIC INVOLVEMENT

Develop and conduct a cost effective program of community outreach, engagement and input. Effective outreach and engagement of the community and stakeholders is essential to the successful outcome of this master plan. The foundation of a successful needs assessment study is accomplished through interactive and meaningful community participation. Menlo Park’s Community Engagement Model will provide a basis for the public involvement approach.

Subtask 4.1 – Community Engagement Plan

An outreach plan will be developed to gather input from residents and other key stakeholders and engage them in the process and outcomes of the report findings. In consultation with staff, a list of key individuals and/or stakeholders to include in the process will be established. The outreach effort will be branded, with logo and tag line. Materials will be prepared in English and Spanish, as needed. Simultaneous translation, when needed, will be provided by the City. Linkages to community events, such as Concerts in the Park, Egg Hunt, Kite Day, etc. will be identified.

Subtask 4.2 – Outreach and Process Oversight Committee

The City will form an Outreach and Process Oversight Committee comprised of representatives of key stakeholders who will meet with staff and consultants to provide input and guidance to the process as well as to share information about the process with their constituencies. Committee members may include representatives from groups such as Parks and Recreation Commission, Menlo Park School Districts, Neighborhood Associations, Sports Groups, or others.
The meetings will provide input to ensure that the planning process is inclusive, and that the community can weigh in effectively regarding parks, recreation facilities and open space. They will provide input on aspects of the plan and process such as crafting the mission statement and goals, identifying targeted outreach groups, development of prioritization criteria.

Subtask 4.3 - Stakeholder Interviews / Focus Groups

Conduct interviews and focus group meetings to evaluate how the parks, facilities and programs are serving the community. Interviews and groups will focus on overall perceptions as well as specific topics so that relevant stakeholders may contribute input regarding their areas of interest. These meetings will contribute to identifying:

- what is working well with Menlo Park’s parks and facilities
- stakeholder impressions of existing parks, facilities and programs
- what additions/changes are desired
- perceived unmet recreation needs
- related projects and opportunities which might impact master plan
- ideas for the future of park and facilities development

Subtask 4.4 - Community Workshops

These interactive meetings can focus on both Citywide issues and targeted sites. The consultant team will work with the City to identify appropriate settings, room layout, date, time and announcement methods to maximize community participation. Work with Staff to strategize methodology to maximize workshop attendance, and to define responsibilities for dissemination of the information. This might include:

- Web presence (consultants to provide content, City to post on project page)
- Social media
- Banner and media outreach
- Linkage with other events or meetings
- Newsletter local schools / recreational groups
- Convenient scheduling and location of meeting (possible day care)
- Translation services (materials translated by consultants, meeting translation arranged by City)
- Multiple community mailings (consultants to provide content, City to conduct mailing)
- Interagency meetings and collaboration
- Intercept events, pop-up meetings and focus groups
- Information booths at community events
- Online survey tools

The consultant team will facilitate workshops to encourage involvement in the planning process.
Community Workshop #1
- The inventory, analysis, and needs assessment information prepared during the first two project phases will be presented to the community in a public workshop (presentation materials (PowerPoint, graphics, maps, etc.) and public facilitation). The workshop will be an open house format designed to promote quality interaction through large and small group discussions, prioritization exercises, and comment sheets. At all workshops, comment cards will be provided for use by persons who are not comfortable with public speaking, to capture additional comments as they arise, and for additional outreach throughout the course of the project. Spanish translation of materials will be provided.

Community Workshop #2
- The second public workshop we will receive feedback and comment on assessment of community preferences, draft master planning recommendations and initial priorities. In this interactive workshop, elements of the action plan will be presented for review and feedback. The consultant team will record the comments received and incorporate them into the plan.

Community Workshop #3
- The third public workshop we will receive feedback and comment on the refined master planning recommendations, prioritization criteria, and develop preliminary consensus on priorities for implementation.

PRODUCTS:
Plan and schedule for public engagement
Outreach and Oversight Committee Meeting Agendas and Summary Reports
Summaries of Stakeholder Interviews/Focus Groups
Community Workshop Materials and Summary Reports

MEETINGS:
Outreach and Oversight Committee 3
Stakeholder Interviews/individual or group 8
Community Workshops 3

TASK 5: GOALS, POLICIES AND STANDARDS
Develop goals, policies and standards to support the Parks and Recreation Facilities Master Plan Update. Incorporate the Department’s vision, mission, goals and objectives and other applicable documents. Review for consistency with the City’s General Plan.

Subtask 5.1 – Draft Goals, Policies and Standards
Based on the information generated in the previous tasks, draft goals, policies, and standards that support the community vision. Ensure consistency with the General Plan.
Goals will address:
- A high quality and diversified system that meets current and future needs

Policies and standards will address:
- Service areas and level of service
- Access to parks and facilities

PRODUCTS:
Draft Goals, Policies and Standards

MEETINGS:
City Staff

TASK 6 - DRAFT MASTER PLAN RECOMMENDATIONS

Subtask 6.1 - Prioritization Criteria
Based on information received in prior tasks, and with community input, create a set of criteria for developing and updating prioritization of future projects. Criteria may include:
- Public health and safety
- Inclusivity and access
- Community values and support
- Service gaps and unmet demand
- Health and wellness
- Collaborative opportunities and funding availability
- Sustainability and conservation
- Protection of existing infrastructure / maintenance efficiencies
- Neighborhood enhancement or economic benefit

Subtask 6.2 - Recommendations for Improvements to Existing Parks and Facilities
Based on information received in prior tasks and on prioritization criteria, develop a prioritized list of improvements to recreation programs, existing parks, open space, buildings and other recreational facilities.

Subtask 6.3 - Recommendations for New Programs and Facilities
Based on information received in prior tasks and on prioritization criteria, identify and develop a set of prioritized recommendations for additional recreation programs, parks, open space, buildings and other recreation facilities that may be needed in Menlo Park.

Subtask 6.4 – Targeted Funding and Implementation Strategies
Develop strategies including the development of a prioritization plan for parks and facilities and the strategies for implementation

Identify specific Economic Development opportunities available through the Department’s efforts such as cultural events, sports tournaments, etc.
Establish a recreation projects list to address identified needs and/or enhancements including (1) Improvements and short-term projects and (2) order-of-magnitude cost estimates will be prepared for the listed improvements and/or new development. These will be based on a per-square foot, per-mile, and per-each basis.

PRODUCTS:
Draft Master Plan including criteria and recommendations

MEETINGS:
City Staff

TASK 7: DRAFT MASTER PLAN ACTION PLAN

Develop a prioritized plan of action for the next 5 – 25 years which will include issues; strategies; probable costs, including staffing and maintenance needs; and an analysis of potential funding sources and mechanisms for the recreation programs, parks, trails, open space, buildings and other recreation facilities.

Subtask 7.1 – Cost and Revenue Analysis

The City must be able to afford to own the facilities it can afford to build. The economic analysis and cost recovery analysis, including the City’s forthcoming cost allocation plan will help to inform the decisions about renovations and developments at City facilities.

- Develop reliable figures on which very important decisions will be made. This will include: (1) developing detailed costs for the annual operation and maintenance, (2) developing preliminary fees and charges, (3) analyzing the revenue potential for the various options, and (4) identifying the cost recovery potential.
- We will provide preliminary cost estimates for operations, maintenance, and capital improvements.
- Rough order-of-magnitude cost estimates will be prepared for the listed improvements. These will be based on a per-acre, per-square foot, per-mile, and per-each basis.
- Revenue estimates for facilities will consider existing or any changes to fee structure.

Subtask 7.2 - Funding Strategies and Opportunities

Identify a comprehensive array of funding mechanisms available in California for municipal parks and recreation acquisition, improvements, and on-going operations and maintenance costs. Funding strategies will also describe potential partnership opportunities for further exploration. This task includes identification and evaluation of:

- An array of financing mechanisms available in California to finance recreation improvements
- Funding from gifts, grants, charitable foundations, advertising, sponsorship and other creative sources
- Criteria for viable partnerships
- Opportunities for leveraging of resources
- Funding implications based upon the assessment of the public's willingness to fund programs and/or facilities

**Subtask 7.3 - Fee and Rate Structure Recommendations**

Market acceptance of changes to the fees and rate structure is important to sustaining a satisfied and supportive customer base. To attract new users, retain and grow the existing customer base, and provide desired community services, the fees must be competitive and attractive to the target market. The Fee and Rate Structure analysis builds upon the research developed through the market and demographic research. Study tasks include:

- Analysis of the current fee structure
- Assessment of cost recovery objectives and policies in forthcoming Cost Allocation Plan
- Funding implications based upon the assessment of the public’s willingness to fund programs and/or facilities
- Address economic barriers to access and participation

**Subtask 7.4 - Master Plan Project Prioritization Draft**

This section will include the identification of short, medium and long-term capital projects, including both standard renovations and installation of new facilities.

- Areas where certain outdated or underutilized facilities should be redeveloped
- New specialized facilities (e.g., dog parks, pickleball courts) that should be considered
- New large scale facilities (e.g. pool, play fields, park etc.) that should be considered
- Playgrounds or facilities that are not in conformance with ADA standards or do not provide inclusive access
- A timeline and budget to accomplish the goals of the Parks and Recreation Master Plan

**Subtask 7.5 - Draft Master Plan Study Session with Parks and Recreation Commission**

Hold a Study Session/Public Hearing of the Draft Master Plan with the Parks and Recreation Commission. This will provide the Commission and the public to review and comment on the work completed in this and the previous tasks.

**PRODUCTS:**

Draft Master Plan Action Plan
Presentation Materials for PRC Study Session

**MEETINGS:**

City Staff review of draft and final reports 1
Park and Recreation Commission Study Session 1

**TASK 8 - FINAL PLAN**

Prepare Final Master Plan for adoption.

**Subtask 8.1 - Master Plan Report**

Revise the Draft Master Plan Report to reflect the input received. Master Plan Report to include:
• Introduction
• Demographics and Trends
• Inventory and Comparative Analysis
• Public Involvement
• Goals, Policies and Standards
• Recommendations
• Action Plan

Subtask 8.2 – Parks and Recreation Commission Hearing
Provide presentation materials and attend meeting of the Parks and Recreation Commission for their recommendation for plan approval.

Subtask 8.3 – City Council Adoption Hearing
Provide presentation materials and attend meeting of the Menlo Park City Council for plan approval.

PRODUCTS:
Parks and Recreation Facilities Master Plan (digital file)
Presentation Materials for Public Hearings

MEETINGS:
Parks and Recreation Commission Approval 1
City Council - Adoption of Plan 1
# DRAFT TASK & HOURLY SCHEDULE

**Parks and Recreation Facilities Master Plan Update**  
October 11, 2017

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**GATES + ASSOCIATES**

**PAGE 22**