

# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 1, 2020

TITLE:

**APPROVE AN AGREEMENT WITH MIG TO PREPARE A PARKS, FACILITIES, TRAILS AND OPEN SPACE MASTER PLAN FOR \$160,600, WHICH INCLUDES A 20% CONTINGENCY, FOR THE PERIOD DECEMBER 1, 2020 THROUGH DECEMBER 31, 2021, WITH AN OPTION TO EXTEND AN ADDITIONAL SIX MONTHS, IF NEEDED (GENERAL FUND)**

*/s/ Kristine Ridge*

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1<sup>st</sup> Reading
- Ordinance on 2<sup>nd</sup> Reading
- Implementing Resolution
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

## RECOMMENDED ACTION

Authorize the City Manager to execute an agreement with MIG to prepare a Parks, Facilities, Trails, and Open Space Master Plan for \$160,600, which includes a 20% contingency, for the period December 1, 2020 through December 31, 2021, with an option to extend an additional six months, to be funded by the General Fund, subject to non-substantive changes approved by the City Manager and City Attorney.

## DISCUSSION

The Parks, Recreation and Community Services Agency (PRCSA) is responsible for delivery of a variety of services to the community, including hundreds of recreation programs annually, maintenance of 47 parks, two lakes and recreation trails, and operation of two senior centers, one tennis center, five municipal swimming pools, eight community centers, and the Santa Ana Zoo.

The PRCSA desires to have a clear vision (a “road map”) for the future that:

- Identifies current and future parks and recreational needs through an integrated park system that provides adequate open space, recreational services and facilities, trails, and zoo.
- Provides an accessible and diverse offering of parks and recreation facilities to all residents of Santa Ana.
- Utilizes the adopted General Plan (update in progress) and other PRCSA studies and surveys as a guideline to address land use, open space, recreational opportunities, park dedication, park location, park maintenance and rehabilitation, and greenbelt connections.
- Develops an action plan for prioritizing, phasing, funding, and accomplishing the identified needs.

Approve an Agreement with MIG to Prepare a Parks, Facilities, Trails, and Open Space Master Plan

December 1, 2020

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On August 6, 2020, the PRCSA issued a Request for Proposal (RFP) (Exhibit 1) for a qualified consultant to prepare a Parks, Facilities, Trails, and Open Space Master Plan (Parks Master Plan). The purpose of this 10-year growth plan is to focus on immediate, short-term, and long-term capital development and improvement strategies that correspond to the community’s unmet needs and priority investments, for critical parks and recreation services.

The City notified 461 companies (35 Santa Ana companies). 70 companies downloaded the documents (3 Santa Ana companies) and six companies submitted proposals (zero Santa Ana companies) to provide Parks Master Plan consulting services.

On September 17, 2020 an evaluation committee rated the proposals and conducted interviews for the top three firms. The proposals were evaluated according to the criteria listed in the RFP, which included firm/team experience, relevant project experience, references, scope of work/understanding of need, schedule, and fee. The final results of the RFP evaluation and interview were as follows:

<b>Company</b>	<b>Ranking</b>
MIG	1
KTUA	2
RJM Design Group	3
Kritzinger+RAO	4
Brightview Design Group	5
California Greenworks	6

Based upon negotiations and reference checks, staff recommends the selection of MIG Inc. for an agreement (Exhibit 2) to provide Parks Master Plan consulting services for the PRCSA. MIG is a multi-faceted urban and environmental planning firm who employ a multi-disciplinary team of urban policy planners, landscape architects, civil engineers, community engagement leaders, and other related professionals. MIG Inc. has 40 years of experience and has worked with public, private, and nonprofit agencies, and their constituents, throughout the United States to effectively address any issues on the planning and design spectrum related to parks and recreation—concept to construction, strategic plan to master plan, historic preservation to open space conservation, sustainability to feasibility, and everything in between. The depth of their expertise encompasses the full range of assessment, analysis, outreach, design, and planning methods/skills required to help communities create and responsibly manage available resources—ensuring the right balance in the amount, size, types and locations of park land, recreation amenities, and services for each community now and in the future.

**FISCAL IMPACT**

Funds are available in the following account for the current year and will be budgeted and made available for the next fiscal year:

Approve an Agreement with MIG to Prepare a Parks, Facilities, Trails, and Open Space Master Plan

December 1, 2020

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<b>Fiscal Year</b>	<b>Accounting Unit-Account #</b>	<b>Fund Description</b>	<b>Accounting Unit, Account Description</b>	<b>Amount</b>
FY 20-21	01113200-62300	General Fund	PRCSA-Administration, Contract Services-Professional	\$90,000
FY 20-21	01113230-62300	General Fund	PRCSA-Recreation, Contract Services-Professional	\$10,000
FY 21-22	01113200-62300	General Fund	PRCSA-Administration, Contract Services-Professional	\$60,600

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Lisa Rudloff, Executive Director – Parks, Recreation, and Community Services Agency

Exhibits: 1. Parks, Facilities, Trails and Open Space Master Plan Request for Proposal  
2. Agreement

**REQUEST FOR PROPOSALS (RFP)  
FOR  
CONSULTING SERVICES TO PREPARE A  
PARKS, FACILITIES, TRAILS AND OPEN SPACE MASTER PLAN  
FOR  
RFP NO.: 20-078**



**CITY OF SANTA ANA  
Parks, Recreation and Community Services Agency  
20 Civic Center Plaza-M23  
Santa Ana, CA 92701**

**Frank Arroyo  
RFP Administrator  
(714) 571-4218 Office  
[farroyo@santa-ana.org](mailto:farroyo@santa-ana.org)**



**NOTICE INVITING PROPOSALS**

NOTICE IS HEREBY GIVEN that the City of Santa Ana invites proposals for CONSULTING SERVICES TO PREPARE A PARKS, FACILITIES, TRAILS AND OPEN SPACE MASTER PLAN for the Parks, Recreation and Community Services Agency.

Responses to this Request for Proposals (RFP) will be accepted no later than September 10, 2020 **at 5:00 p.m.**

Proposals shall be submitted electronically through the PlanetBids website. No other form of submittal will be accepted. It is the responsibility of the proposer to ensure that any proposal submitted has been uploaded to PlanetBids prior to this proposal due date and time.

All notifications, updates and addenda will be posted on the PlanetBids Website. PROPOSERS shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

The CITY reserves the right to reject any or all Proposals, or waive any irregularities or technical deficiencies in any proposal.



**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
PARKS, FACILITIES, TRAILS AND OPEN SPACE MASTER PLAN  
RFP NO.: 20-078**

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**GENERAL**

The CITY is seeking a qualified consultant to prepare a Parks, Facilities, Trails and Open Space Master Plan (herein after referred to as “Parks Master Plan”).

Request for Proposal Timeline: (Subject to change at the Discretion of the City)

RFP Release:	August 6, 2020
Proposal Due:	September 10, 2020
Evaluation Period:	September 11 – October 1, 2020
Potential Interviews/Presentations:	Week of September 28, 2020
Projected Award:	November 17, 2020
Projected Agreement Executed:	Within 30 days of City Council Approval
Projected Project Commencement:	Upon execution of agreement

**I. PROPOSAL TERMS AND CONDITIONS**

By submitting a Proposal, the PROPOSER acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

**A. EXAMINATION**

PROPOSER represents that it has thoroughly examined and become familiar with the services and responsibilities required in this RFP, and that it is capable of effectively and efficiently performing quality work to achieve the CITY’s objectives. Any attachments referenced herein, or any interpretations, clarifications or amendments subsequently posted in relation to this RFP, are fully incorporated.

**B. DILIGENCE MATERIAL**

Diligence Material, if provided, is subject to the following disclaimer: Neither the CITY or any of its agents, advisors, or representatives: has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates and projections provided by or with respect to the CITY. Such assumptions, statements, estimates, and projections reflect various assumptions made by the CITY, which assumptions may or may not prove to be correct. No representations are made by the CITY as to the accuracy of such assumptions, statements, estimates, or projections.

C. PROPOSAL VALIDITY

Services, pricing and warranties indicated in a respondent's Proposal must be valid for a period of 120 days after the submission of the Proposal.

D. PRE-CONTRACTUAL EXPENSES

Santa Ana shall not be liable for any pre-contractual expenses incurred by PROPOSERS in the preparation of its proposal.

E. PROPOSAL INFORMATION

It is understood and agreed upon by the PROPOSER in submitting a Proposal that the CITY has the right to withhold all information regarding this procurement until after Agreement award, including but not limited to: the number received; competitive technical information; competitive price information; and the CITY evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250.

F. PREVAILING WAGES

For capital improvements no contractor or subcontractor may be listed on a bid proposal for a Public Works or Parks and Recreation project (submitted on or after March 1, 2015), unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

G. EVIDENCE OF FINANCIAL CAPACITY

Proposer may be requested to submit its most recent audited financial statement, evidencing PROPOSER'S financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, PROPOSER may include a letter of credit as evidence of supplemental capacity.

H. CITY RIGHT TO REJECT

The CITY reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise.

The CITY reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The CITY reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP. Subcontractors shall be the responsibility of the successful PROPOSER and the CITY shall assume no liability of such subcontractors.

I. EXECUTION OF AGREEMENT

The CITY and the selected PROPOSER will enter into an Agreement similar to that as shown in Attachment 2, in the Appendix of this RFP. If a PROPOSER is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the CITY reserves the right to select the next most qualified PROPOSER or call for new Proposals, whichever the CITY deems most appropriate.

J. LICENSES & PERMITS

The selected PROPOSER shall be required to obtain a CITY of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the CITY Project Manager or designee prior to commencing any work in Santa Ana.

Additionally, PROPOSER will be responsible for obtaining any licenses/permits required by the Scope of Work including a license from the California Department of Alcohol and Beverage Control.

K. INSURANCE

The selected PROPOSER shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of notice of award.

L. PAYMENT INFORMATION PACKET

The selected PROPOSER shall return a completed payment information packet within ten (10) business days after the successful PROPOSER has received notice that the agreement has been awarded. The packet is available on the CITY's website: [www.santa-ana.org/bids-rfps](http://www.santa-ana.org/bids-rfps)

**II. INSTRUCTIONS TO PROPOSERS**

A. POINT OF CONTACT

The selected PROPOSER will assume responsibility for all services in its proposal. The selected PROPOSER shall identify a sole point of contact with the greatest knowledge concerning the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

B. JOINT OFFERS/SUBCONSULTANTS

The CITY desires to have the PROPOSER perform the delivery of services in this RFP and not utilize sub consultants. However, in the event of building construction necessitating sub consultants, the PROPOSER may do so on a prime-sub consultant basis. The CITY intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub consultants be offered, the PROPOSER shall provide the same assurances of competence for the sub consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub consultants in the same manner as the PROPOSER.

C. REQUEST FOR INFORMATION OR CLARIFICATION

Any questions concerning this request for proposal must be submitted in writing through the City's electronic bid management system at <http://www.planetbids.com/portal/portal.cfm?CompanyID=20137> by or before the "Deadline for Requests for Information" date noted in the RFP Timeline under Section I. General. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP, as indicated in Section III.D.

D. ADDENDA

Any changes in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted through the City's electronic bid management system at <http://www.planetbids.com/portal/portal.cfm?CompanyID=20137> PROPOSERS shall be responsible for monitoring the site to obtain information regarding this solicitation.

E. PRE-PROPOSAL MEETING

If applicable, a pre-proposal meeting will be held at the time and place identified in Section I. General. Please email the RFP administrator for confirmation of attendance and any other details. The meeting will include discussion of the project scope and a question-and-answer session. Significant interpretations or clarifications will be addressed via addenda to this RFP.

F. ERRORS IN PROPOSAL

If, prior to the opening of Proposals, a PROPOSER discovers an error in the Proposal, the PROPOSER may submit a replacement Proposal prior to the time and date set as the deadline for submitting Proposals. The replacement Proposal shall clearly indicate that it supersedes the prior Proposal.

After the close of the RFP Period, an erroneous Proposal may not be replaced or modified; but the PROPOSER may request the CITY release the PROPOSER due to an error in the Proposal. The CITY may release the PROPOSER if the integrity of the Proposal process is not jeopardized, the error was a result of excusable neglect, and the PROPOSER is not advantaged. If the CITY releases the PROPOSER, the Proposal will be deemed rejected and the PROPOSER shall be prohibited from performing all or any portion of the Santa Ana Zoo Alcohol Beverage Concessions.

A PROPOSER'S error in adding numerical items contained in the Proposal shall not constitute a material error. Rather, the CITY will rely upon the amount assigned to each item of the Proposal.

G. PROTESTS

PROPOSERS with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the RFP Administrator, any concerns regarding the RFP process or staff determination. Such

writing shall be considered by the City Manager or his designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by PROPOSER of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

**III. SUBMITTAL REQUIREMENTS**

**A. GENERAL**

1. ELECTRONIC SUBMITTAL: Proposers are required to submit all elements identified in section IV. B. Proposal Contents via the PlanetBids website. The City is not responsible for any technical difficulties, such as unavailable internet connection, website failure, etc. It is the responsibility of the proposer to ensure that any proposal submitted has been uploaded to PlanetBids prior to this proposal due date and time.
2. DEADLINE: Proposals are due to the City of Santa Ana, at the date, time, and location set forth above in the Notice Inviting Proposals.

**B. PROPOSAL CONTENTS**

A responsive proposal shall contain the following documentation:

1. COVER LETTER: Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity.
2. TABLE OF CONTENTS: Proposals shall include a listing, by page number and all other contents of the Proposal.
3. QUALIFICATIONS & REFERENCES:
  - a) Firm and Team Experience: Proposal shall include a profile of the firm's experience. Include resumes of project team/sub-consultants that will be providing services which outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.
  - b) Relevant Project Experience: Proposal shall include a list of projects, along with one sample Master Plan, which your firm has completed within the last 5 years, including work with public agencies. Project information should include project description, year completed, client name, along with a contact and their telephone number.

- c) References: Proposal shall include a listing of relevant projects with references for three public entities for which Proposer has performed similar work within the past five (5) years.

4. SCOPE OF WORK AND UNDERSTANDING OF NEED:

- a) Scope of Work: Proposal shall include a Scope of Work which details the work phases to be completed, the tasks to be accomplished, and the deliverables to be provided based on the requested Scope of Work detailed in Attachment 1 of this RFP.
- b) Understanding of Need: Proposal shall include narrative which demonstrates the firm's understanding of the work. This should include your firm's philosophy, anticipated approach, methodology, tasks necessary for successful completion, deliverables, and suggestions or special concerns that the City should be made aware of. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate. Include a description in your proposal of your proposed public input process and your expected outcomes from each meeting.

5. SCHEDULE: Proposal shall include a Schedule which details the work phases to be completed, the tasks to be accomplished, and the deliverables to be provided based on the requested Scope of Work detailed in Attachment 1 of this RFP.

6. FEE PROPOSAL: The fee proposal shall be submitted concurrently with the technical proposal and shall correspond to tasks as outlined in the scope of Work. The fee proposal shall include line items for services that are all inclusive and shall incorporate any potential costs related to meals, travel, lodging, or other such items that are normally considered reimbursable and not delineated as a separate line item.

Proposal shall also include the firm's Standard Hourly Fee Schedule and a sample invoice.

7. CERTIFICATIONS/STATEMENTS:

The following forms, included in Attachment 3 in the Appendix of this RFP shall be signed and included as part of the proposal submittal package:

- Attachment 3-1: Non-Collusion Affidavit
- Attachment 3-2: Non-Lobbying Certification
- Attachment 3-3: Non-Discrimination Certification
- Attachment 3-4: Agreement Statement

**IV. PROPOSAL REVIEW (CONSULTANT SELECTION)**

**A. EVALUATION AND RATING**

The CITY has established a proposal review committee to evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the CITY evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the PROPOSERS.

The criteria for evaluating the proposals submitted will take the following items into consideration:

- Firm/Team Experience 25%
- Relevant Project Experience 25%
- References 10%
- Scope of Work/Understanding of Need 25%
- Schedule 10%
- Fee 5%

The CITY reserves the right to request clarification and/or request additional information from PROPOSERS, if necessary. Such clarifications and/or additional information shall be submitted by the PROPOSERS as an Addendum to the Proposal upon request of the Contract Officer. However, since PROPOSERS may not request to provide additional input, PROPOSERS are advised to submit complete information in the Proposal.

Based on the evaluation results, the City may hold interviews and finalists may be asked to participate in an interview session and/or supplemental questionnaire. Exact date and time will be provided to the finalist(s) seven days prior to the assigned interview session and/or due date of the supplemental questionnaire. If an interview session and/or supplemental questionnaire is performed, the results will be added to the initial evaluation score to determine the selected company.

**B. SELECTION**

The CITY will recommend award of the agreement to the PROPOSER who will provide the best quality and value to the CITY. CITY reserves the right to negotiate the final terms of the agreement. CITY reserves the right to begin negotiations and enter into an agreement without interview or further discussions. PROPOSER will be asked to sign a tentative agreement that will be subject the City final approval. If in the negotiation process, the CITY and PROPOSER cannot agree on final terms, the City reserves the right to begin negotiations another proposer or reject all proposals.

**V. AWARD OF AGREEMENT**

**A. REQUEST FOR COUNCIL ACTION**

Following evaluation and rating by the proposal review committee, the Executive Director will recommend award of an agreement to the PROPOSER providing the best quality and value to the CITY.

**B. EXECUTION OF AGREEMENT**

A standard agreement is included as Attachment 2, in the Appendix of this RFP. "PROPOSER" will hereinafter be referred to as "Consultant" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

**VI. IMPLEMENTATION**

**A. KICK-OFF MEETING**

A kick-off meeting will be held after award of contract. Consultant and its team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation process.

**B. NOTICE TO PROCEED**

Following the kick-off meeting, a formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all insurance documents and contents of the Payment Information Packet have been received and approved.

**VII. PUBLIC RECORDS**

All responses to the RFP shall become property of the CITY, and proposals will become public record after award of agreement. PROPOSER information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
PARKS, FACILITIES, TRAILS, AND OPEN SPACE MASTER PLAN  
RFP NO.: 20-078**

**BACKGROUND AND INTRODUCTION:**

The City of Santa Ana (CITY) is inviting qualified firms to develop a comprehensive 10-year Parks, Master Plan for the Parks, Recreation and Community Services Agency (PRCSA). The purpose of this 10-year growth plan is to focus on immediate, short-term, and longer-term capital development and improvement strategies that correspond to the community's unmet needs and priority investments for critical parks and recreation services.

Santa Ana is 27.2 square miles and home to approximately 350,000 residents. It is one of the densest cities in both the county and state.

This Plan is intended to articulate a clear vision (a "road map") for the CITY PRCSA's future that:

- A. Identifies current and future parks and recreational needs through an integrated park system that provides adequate open space, recreational services and facilities, trails, and zoo.
- B. This system shall provide an accessible and diverse offering of parks and recreation facilities to all residents of Santa Ana.
- C. Utilizes the adopted General Plan and other PRCSA studies and surveys as a guideline to address land use, open space, recreational opportunities, park dedication, park location, park maintenance and rehabilitation, and greenbelt connections.
- D. Develops an action plan for prioritizing, phasing, funding, and accomplishing the identified needs.

Parks, Recreation and Community Services Department

The PRCSA General Fund budget in FY 2019-2020 is \$21,421,910. The Agency has 62 full-time employees and 200 part-time employees. The Agency is composed of four Divisions: 1) Administrative Services 2) Park and Facilities 3) Recreation and Community Services and 4) Santa Ana Zoo.

The PRCSA is responsible to deliver a variety of services to the community that includes hundreds of recreation programs annually, 47 parks, 2 senior centers, 1 tennis center, trails, 5 pools, 2 lakes, 8 community centers, and operations of the Santa Ana Zoo.

The PRCSA core services provided is essential in making lives and communities better now and in the future by providing access to nature, outdoor space to play and exercise, facilities for self-directed and organized recreation, positive alternatives for youth, and activities that encourage social connections, human development, and lifelong learning.

## Service and Financial Sustainability Analysis

The PRCSA is currently conducting a Services and Financial Sustainability Analysis and as part of that exercise, is reviewing existing processes and services to determine the future of the agency and how best to proceed. The Analysis is 75% completed. The CITY is a high-density community that relies heavily on city services and facilities. The parks system is heavily used which reduces the useful life of facilities and increases the costs of maintenance. The recreation programs are in high demand which require staffing to adequately manage the programs. Various services have a fee associated that cover the cost of the service, but in most cases the services are subsidized or free. The agency in general requires a process by which it can sustain itself for the long-term.

In addition to the Service and Financial Sustainability Analysis, the CITY is moving forward to provide a strong commitment to deliver outstanding parks, facilities, trails, zoo and open spaces for citizens of the city.

## SCOPE OF WORK:

### 1. Public Process

- a) Identify, describe and implement a comprehensive strategy and methodology for citizen involvement in the Parks Master Plan development process.
- b) Provide residents, user groups, appointed and elected officials and other stakeholders an opportunity to participate in the development of the Parks Master Plan.
- c) Conduct public focus group meetings and individual stakeholders' interviews as appropriate.
- d) Attend and present at a minimum of two meetings with the Board of Recreation and Parks to provide progress reports and final draft Parks Master Plan.
- e) Attend and present at a minimum two meetings with the City Council to provide briefings and present the final Parks Master Plan for adoption.
- f) Provide well-organized and directed activities, techniques and formats that will ensure a positive, open and proactive public participation process is achieved.
- g) Provide written records and summaries of the results of all public process and communication strategies.
- h) Lead the effort to build consensus and agreement on the plan and if consensus is not possible, provide information for informed decision making for the City Council.
- i) Provide methods to hear from as many people as possible, including nonusers as well as users of the services and facilities.

### 2. Inventory, Mapping and Assessment

- a) Compile an inventory and assessment of the existing parks, facilities, trails, and open space located within the city's boundaries, regardless of ownership.
- b) The assessment should consider the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) as well as functionality, accessibility (ADA), condition, comfort, and convenience.
- c) Each amenity should be evaluated regarding its service from both a resident and a visitor perspective.
- d) Visits to city sites and facilities will be required by the consultant to conduct this inventory and assessment so that the consultant can effectively develop a set of prioritized recommendations for maintenance, renovation, development and potential expansion of existing parks, facilities,

trails, lakes, zoo and passive open space.

- e) Assessment should consider locations of sites citywide and their proximity to the various land uses, to identify underserved areas.
- f) Identify, inventory, and rank other open space resources for potential park system acquisition, expansion to existing parks, and/or parks development opportunity within the community.
- g) Determine current park acreage to resident ratio. Analyze appropriateness. Provide comparison to similar cities and the national standard.
- h) Provide a maintenance and operation analysis. This should include meetings and interviews with the Park Services Division.
- i) Reviewing funding streams including current revenue sources, past and projected expenditures. This should include, but is not limited to, review of Acquisition & Development fees.
- j) Develop a formal Needs Assessment document

### **3. Programs and Services**

- a) Utilize the results of the Service and Financial Sustainability Analysis to ascertain the city's current level of recreation programs, services and maintenance in relation to present and future goals, objectives and directives.
- b) Collect and analyze information on participation, needs, desires, operations, programming, and land use trends and make Level of Service recommendations based on standards developed by the National Recreation & Parks Association.
- c) Identify areas of service shortfalls and projected impact of future trends.
- d) Develop recommendations for operations, staffing, maintenance, programming, and funding needs.
- e) Provide a clear plan for development of programming direction based on standards and demand analysis.

### **4. Progress Reporting**

- a) The consultant and the CITY's Project Manager (PM) shall hold progress meetings as often as necessary, but in no case less than once per month (teleconferencing/zoom meetings is acceptable) until the final plan is approved by the City Council for the purpose of progress reporting.
- b) The consultant shall supply the PM with at least one (1) hardcopy plus electronic files of all completed or partially completed reports, studies, forecasts, maps, or plans as deemed necessary by the PM at least three (3) working days before each progress meeting.
- c) The PM shall schedule the meetings, as necessary, at key times during the development of the master plan.

### **5. Development of Final Plan and Supporting Materials**

- a) The Parks Master Plan must include written goals, plans, objectives, and policy statements that articulate a clear vision and "road map" and model for the department's future.
- b) An executive summary.
- c) A summary of existing conditions, inventories and Level of Service analysis (Needs Assessment Report).
- d) Charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences.
- e) Develop an implementation plan which includes strategies, priorities and an analysis of budget support and funding mechanisms for the short term and long term for the park system, open space, trails, and recreation services.
- f) A comprehensive financial plan for the development, modernization, rehabilitation, and

maintenance of parks, facilities, trails, lakes, open space and the Santa Ana Zoo.

- g) A color version of the draft Parks Master Plan document consisting of one (1) printed and bound color copy and an electronic copy.
- h) A color version of the final Parks Master Plan document consisting of one (1) printed and bound color copy and an electronic copy

**6. Deliverables Summary**

The consultant shall produce deliverables related to the scope of work provided herein. They shall be provided in both hard copy and electronic format. Deliverables shall include, but are not limited, to the following:

- a) Public Outreach materials, written records and summaries of the results of all public process and communication strategies.
- b) Inventory, in various formats, of existing sites, and amenities, facilities located at each. This inventory shall include:
  - i. Citywide Park Facilities Map and Table outlining facilities and amenities at each site.
- c) Needs Assessment Report
- d) Maintenance and Operations analysis
- e) Charts, Graphs, Maps
- f) Implementation Plan
- g) Financial Plan
- h) Draft Parks Master Plan
- i) Final Master Plan

**7. Items to be provided by the CITY**

- a) A PM responsible for the coordination of department involvement with the consultant. The PM will review and approve all prepared written and presentation information for the public and coordinate the arrangement, notice and costs associated with the public meetings.
- b) Copies of all existing studies, plans, programs, and other data along with access to all applicable records.
- c) Assistance with community meetings.

**Appendix  
ATTACHMENT 2  
STANDARD AGREEMENT-SAMPLE  
(Actual Agreement Will Be Customized as Needed-Clauses May be Added or Deleted)**

**PARKS, FACILITIES, TRAILS, AND OPEN SPACE MASTER PLAN  
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between \_\_\_\_\_, (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The City desires to retain a consultant having special skill and knowledge in the field of:
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

**2. COMPENSATION**

- a. Consultant agrees to pay license payments, and City agrees to accept as payment for the concessions rights granted, the rates and charges identified in **Compensation - Exhibit B**. (To be negotiated)
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

**3. TERM**

This Agreement shall commence on [enter a Start Date or “the date first written above”] for a **number (#) year term** with the option for the City to grant up to a **number (#)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

**4. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works”

and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

**6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not City of Santa Ana RFP Page A2-3 be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

**7. INSURANCE (To be Modified Based on Final Negotiated Terms)**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant’s operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-

owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. Liquor Liability Insurance of \$1,000,000 per occurrence.
- e. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- f. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
  - v. Consultant shall supply City with a fully executed additional insured endorsement.
- h. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

**8. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

**9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

**10. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

**11. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

**12. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

**13. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and

supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

**15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

**16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

**17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**19. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental

agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**20. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, ----- Agency  
City of Santa Ana  
20 Civic Center Plaza (M-xx)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax:

To Consultant:

First & Last Name
Title
Consultant Firm Name
Address
City, State, Zip
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

**21. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City

**Exhibit 1**

fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
(name)  
(title)  
Tax ID# \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Executive Director  
[INSERT] Agency

**EXHIBIT A**

SCOPE OF SERVICES  
(from Attachment 1 of RFP)

**EXHIBIT B**

CONSULTANT PROPOSAL  
FEE SCHEDULE (OR) RATES AND CHARGES

**EXHIBIT C**

CERTIFICATIONS  
(from Attachment 3 of RFP)

**APPENDIX  
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT  
CERTIFICATIONS**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
PARKS, FACILITIES, TRAILS, AND OPEN SPACE MASTER PLAN  
RFP NO.: 20-078**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA PARKS, RECREATION & COMMUNITY SERVICES AGENCY

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

**This form must be signed above. This form must also be notarized for Public Works contracts.**

State of California  
County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Seal

**APPENDIX  
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION  
CERTIFICATIONS**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
PARKS, FACILITIES, TRAILS, AND OPEN SPACE MASTER PLAN  
RFP NO.: 20-078**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm \_\_\_\_\_

Signed and Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX**  
**ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION**  
**CERTIFICATIONS**

**CITY OF SANTA ANA**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**PARKS, FACILITIES, TRAILS, AND OPEN SPACE MASTER PLAN**  
**RFP NO.: 20-078**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of

**Exhibit 1**

September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_



**CONSULTANT AGREEMENT  
CITY OF SANTA ANA**

This AGREEMENT is made and entered into this 1st day of December, 2020 by and between the City of Santa Ana, California, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, (hereinafter "CITY") and Moore Iacofano Goltsman Incorporated doing business as MIG (hereinafter "CONSULTANT").

**RECITALS**

- A. On August 6, 2020, the CITY released a Request for Proposal ("RFP") for preparation of the Parks, Recreations and Community Services Agency ("PRCSA") ten (10) year Master Plan. On August 31, 2020, the City released Addendum 1 for the RFP.
- B. The CITY received six (6) proposals, which were reviewed and evaluated by an evaluation committee. Consultant received the top score and PRCSA staff are recommending that the CITY award the Agreement for preparation of the PRCSA Master Plan to Consultant.
- C. The CITY desires to retain a consultant having special skill and knowledge in the field of preparing a Parks, Facilities and Open Space Master Plan.
- D. CONSULTANT represents that CONSULTANT is able and willing to provide such services to the CITY.
- E. In undertaking the performance of this Agreement, CONSULTANT represents that it is knowledgeable in its field and that any services performed by CONSULTANT under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

CONSULTANT shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference. The Scope of Services shall include a **Schedule for the Delivery of Services, Exhibit B**, attached hereto and incorporated by reference.

**2. COMPENSATION**

CITY agrees to pay, and CONSULTANT agrees to accept as total payment for its services for CITY, the rates and charges identified in the **Budget - Exhibit C**, attached hereto and incorporated by reference. The total sum to be expended pursuant to this Agreement shall not exceed one hundred sixty thousand and six hundred dollars and no cents (\$160,600.00) for the term of the Agreement, which includes a base cost of \$133,834.00 and a contingency of twenty-six thousand seven hundred and sixty-six dollars and zero cents (\$26,766.00) to be used at the City's sole discretion. Compensation shall be processed in accordance with Section 18.

**3. TERM**

This Agreement shall commence on the date first written above and end on December 31, 2021 with the option for the CITY to grant up a six (6) month extension exercisable by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

**4. INDEPENDENT CONTRACTOR**

CONSULTANT shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the CITY. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the CITY to exercise discretion or control over the professional manner in which CONSULTANT performs the services which are the subject matter of this Agreement; however, the services to be provided by CONSULTANT shall be provided in a manner consistent with all applicable standards and regulations governing such services. CONSULTANT shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

**5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for CITY to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONSULTANT under this Agreement ("Documents & Data"). CONSULTANT shall require all subcontractors to agree in writing that CITY is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONSULTANT represents and warrants that CONSULTANT has the legal right to license any and all Documents & Data. CONSULTANT makes no such representation and warranty in regard to Documents & Data, which were provided, to CONSULTANT by the CITY. CITY shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at CITY's sole risk.

**6. INSURANCE**

Prior to undertaking performance of work under this Agreement, CONSULTANT shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. CONSULTANT shall maintain commercial general liability insurance naming the CITY, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of CONSULTANT's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the CITY, its

officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the CITY; and (c) contain standard separation of insured's provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, CONSULTANT, if CONSULTANT has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, CONSULTANT agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If CONSULTANT is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by CONSULTANT pursuant to this section:
  - i. CONSULTANT shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the CITY upon execution of this Agreement and shall be approved by the CITY.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the CITY.
  - iv. CONSULTANT shall supply CITY with a fully executed additional insured endorsement.
- f. If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not affect CONSULTANT's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

**7. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its officers, agents and employees (collectively, the "indemnified parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a claim; collectively, "claims"), to any work performed or services provided under this Agreement arising out of, relating to or pertaining to the

negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the indemnified parties from any claim arising from the sole negligence or willful misconduct of the indemnified parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the CONSULTANT.

**8. INTELLECTUAL PROPERTY INDEMNIFICATION**

CONSULTANT shall defend and indemnify the CITY, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by CONSULTANT to the CITY pursuant to this Agreement.

**9. RECORDS**

CONSULTANT shall keep records and invoices in connection with the work to be performed under this Agreement. CONSULTANT shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this Agreement. All such records and invoices shall be clearly identifiable. CONSULTANT shall allow a representative of the CITY to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. CONSULTANT shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to CONSULTANT under this Agreement.

**10. CONFIDENTIALITY**

If CONSULTANT receives from the CITY information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, CONSULTANT agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the CONSULTANT disclosed in a publicly available source; (c) is in rightful possession of the CONSULTANT without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the CONSULTANT without reference to information disclosed by the CITY.

**11. CONFLICT OF INTEREST CLAUSE**

CONSULTANT covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services.

**12. DISCRIMINATION**

CONSULTANT shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, gender identity, gender expression, military or veteran's status, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. CONSULTANT affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the CITY and CONSULTANT, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the CITY and by an authorized representative of CONSULTANT. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate CONSULTANT or the CITY. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

**14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the CITY and any such assignment, transfer, delegation or subcontract without the CITY's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the CITY's ability to have any of the services, which are the subject to this Agreement performed by CITY personnel or by other consultants retained by CITY.

**15. TERMINATION**

This Agreement may be terminated by the CITY upon thirty (30) days written notice of termination. In such event, CONSULTANT shall be entitled to receive and the CITY shall pay CONSULTANT compensation for all services performed by CONSULTANT prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require CONSULTANT to deliver to the CITY all work product(s) completed as of such date, and in such case such work product shall be the property of the CITY unless prohibited by law, and CONSULTANT consents to the CITY's use thereof for such purposes as the CITY deems appropriate.
- b. Payment need not be made for work, which fails to meet the standard of performance specified in the Recitals of this Agreement.

**16. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**17. PROFESSIONAL LICENSES**

CONSULTANT shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. CONSULTANT shall notify the CITY immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**18. PAYMENTS & INVOICES**

- a. Payment by CITY shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to CITY accounting procedures. Payment need not be made for work, which fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by CITY.
- b. Invoices should be submitted on the 15th of each month and shall include the following information at a minimum:
  - i. CONSULTANT's invoice number and CITY's agreement number
  - ii. Beginning and ending dates for services

**19. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**20. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or

certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To CITY:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702  
Fax: (714) 647-6956

With courtesy copies to:

Executive Director, PRCSA  
City of Santa Ana  
20 Civic Center Plaza (M-23)  
P.O. Box 1988  
Santa Ana, CA 92702  
Fax: (714) 647-

City Attorney  
City of Santa Ana  
20 Civic Center Plaza (M-29)  
P.O. Box 1988  
Santa Ana, CA 92702  
Fax: (714) 647-6515

To CONSULTANT:

Mr. Daniel Iacofano  
President and CEO  
Moore Iacofano Goltsman Incorporated dba MIG  
800 Hearst Avenue  
Berkeley, CA 92108  
Phone: (714) 682-3841

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or CITY holidays shall be excluded.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

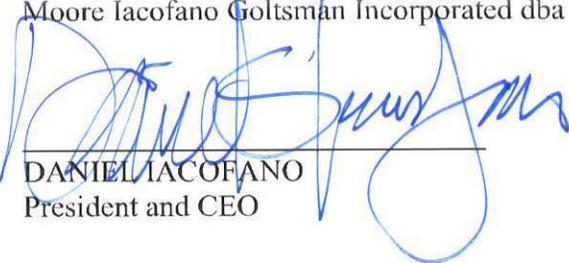
\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**  
Moore Iacofano Goltsman Incorporated dba MIG

By: Laura A. Rossini  
LAURA A. ROSSINI  
Acting Chief Assistant City Attorney

  
\_\_\_\_\_  
DANIEL IACOFANO  
President and CEO

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
LISA RUDLOFF  
Executive Director  
Parks, Recreation & Community Services Agency

**EXHIBIT A**  
**SCOPE OF SERVICES**

# EXHIBIT A: SCOPE OF WORK

MIG proposes a four-phased planning project that corresponds to the tasks noted in the RFP:

- Phase 1: Inventory and Analyze
- Phase 2: Evaluate and Forecast
- Phase 3: Propose and Prioritize
- Phase 4: Plan and Adopt

Phase 1: Inventory and Analyze

## **1.1 PROJECT KICKOFF VIDEOCONFERENCE**

MIG will meet with the City's Project Manager and Leadership Team in a one-hour videoconference to initiate the project and discuss the desired project outcomes, available background materials, communication protocols, engagement strategies, and schedule. MIG will host the call on Zoom and provide an agenda.

## **1.2 BACKGROUND INFORMATION REVIEW**

MIG will submit an information request letter and create a shared drive with links for City use in uploading relevant project information. Information includes but is not limited to GIS data, existing inventories, initiatives and programs, site master plans, relevant reports and documents, recreation participation data, capital projects lists, maintenance data and frequencies, and policy directions relevant to the Master Plan. MIG has allotted time to download data and take a cursory look at materials to know where to incorporate information into other tasks.

## **1.3 PROJECT BRANDING AND ENGAGEMENT STRATEGY**

MIG will prepare a public engagement and outreach strategy memo, identifying target audiences and key partners to engage in the Master Plan process, defining how public engagement techniques and notification strategies will be deployed, discussing bilingual meeting and translation needs, and clarifying roles and responsibilities. As part of this task, the MIG graphics team will develop one draft document banner (using City-provided photos) and a Word document template. MIG will revise these materials based on one round of consolidated comments. The final banner will give to give project materials a recognizable visual identity.

## **1.4 PARKS AND FACILITY INVENTORY AND GIS BASE MAP**

MIG will cross-check inventory data provided by the City against GIS parks data and park tour notes to create an Excel spreadsheet accounting of City park sites, park acreage and major recreation facilities. (Amenities such as tables, benches, trash receptacles, parking spaces, etc. are not counted.) Using GIS data provided by the City, we will produce one draft citywide base map (11" x17") showing existing City parks, open space, major recreation facilities, and trails in and Santa Ana on an overlay of information including City planning areas, water bodies, roadways, and schools. The draft inventory and base map will be revised into final form based on one round of consolidated comments from the City.

## **1.5 PARKS AND FACILITY TOUR**

MIG will spend four hours touring representative parks, recreation facilities, trails, and public spaces accompanied by City parks, recreation, and maintenance staff. The tour will provide an opportunity to discuss the strengths and challenges of the park system at representative sites and discuss issues such as operations, opportunities, planned partnerships, development or improvements, and maintenance. The City will schedule and coordinate the site tour, ensuring that staff are available to answer questions.

Following the tour, MIG will refine and share MIG's Park Evaluation and Assessment Checklist for City staff to use in rating parks--as an efficient way to share staff knowledge of park condition issues and concerns, providing one consolidated set of data to MIG. MIG will facilitate a one-hour videoconference meeting with park development and maintenance staff to discuss their preliminary scores for park and facility condition, access, safety, and enhancement capacity. Following this meeting, one MIG staff will spend 4 days in the field visiting targeted City parks to cross-check staff ratings of Athletic Facilities, Outdoor Recreation Elements, Specialized Facilities, Park Support Amenities, and Landscaping. The final scores will be used to inform the Task 1.9 deliverable and subsequent recommendations. (Note: This task does not include an architectural evaluation of indoor facilities, buildings, or Zoo elements.)

### 1.6 STAKEHOLDER/DECISIONMAKER INTERVIEWS (8)

One-on-one interviews will be held early in the planning process with key decisionmakers to identify opportunities and issues for the Master Plan to address. Up to eight 30-minute interviews will be held, potentially with City Council members, the City Manager, key business partners, and/or other decisionmakers that have substantial influence in Santa Ana. Participants will be determined in consultation with City staff. MIG will provide an interview tool, allow one day of time for back-to-back videoconference interviews, and summarize key themes (in a pdf) to provide direction for the planning process. The City will schedule interviews in time slots provided by MIG.

### 1.7 PROGRAMS, MAINTENANCE AND OPERATIONAL ANALYSIS, AND MEETING

Building on park tour information, MIG will meet with the Park Services Division in a 1 to 1.5-hour videoconference to discuss the strengths, weaknesses, opportunities, and challenges associated with stewarding and maintaining City parks and facilities. MIG will use comments from this meeting, along with available City data, to summarize Operational Service Areas by category and assess Department operations and maintenance functions; evaluate maintenance and operations expenditures; and identify financial metrics such as gross and net cost per capita for providing services and cost per acre for park maintenance to compare to NRPA's Park Metrics to see where Santa Ana is above and below the norm. This analysis will be informed by the Services and Financial Sustainability Analysis. Key findings will be presented

in summary memo, with City comments informing the Needs Assessment.

### 1.8 BOARD MEETING #1: ORIENTATION AND SWOT

MIG will create a PowerPoint, attend, and facilitate a discussion in conjunction with an existing Board Meeting or videoconference to provide an overview of the planning process and discuss the strengths, weaknesses, opportunities, and challenges for the park system.

### 1.9 STATE OF SANTA ANA'S PARKS AND RECREATION SYSTEM

MIG will summarize Phase 1 key findings in a short, attractive, graphic, easy-to-read brief, providing a status report on City parks, facilities, trails, programs, and services. The brief will identify and issues and opportunities that the Master Plan should address. MIG will provide a draft document (pdf or Word file), revising this into final form based on one round of consolidated City comments.

### 1.10 PROJECT MANAGEMENT AND ADMINISTRATION

This task includes four ½-hour biweekly progress and coordination videoconferences between MIG's Project Manager and the City's Project Team (or one-hour monthly meetings), schedule management and invoicing, project administration, communication, and coordination for Phase 1.

#### PHASE 1 DELIVERABLES:

- Project Initiation Meeting Agenda
- Request for Information Letter
- Engagement Strategy Memo (5-8 pages)
- Draft and Final Document Banner (examples will be provided at the kickoff meeting)
- Draft and Final Base Map (1) and Inventory (1) (document sized)
- Refined Park Evaluation and Assessment Checklist
- Stakeholder/Decisionmaker Interview Questions and Summary (4-5 pages)
- Park Services Division Videoconference Agenda
- Programs, Maintenance and Operational Analysis Memo (5-8 pages)
- Board Meeting PowerPoint (10-15 slides; PPT and pdf)
- Draft and Final State of the Park and Recreation System Brief (10-20 pages, including graphics and appendices)

### Phase 2: Evaluate and Forecast

#### **2.1 PUBLIC INFORMATION AND SOCIAL MEDIA**

MIG will produce short website text and one scalable digital/electronic graphic in each phase of the project for City staff to use in updating the project website, making social media posts, providing flyers and signage, and communicating project details and/or opportunities to be involved in the master planning process. MIG will draft material in each phase and provide the original files (Word and In Design) to the City for any revisions or modifications for ongoing use.

#### **2.2 BILINGUAL PARK AND RECREATION QUESTIONNAIRE**

Building on outreach already conducted for the General Plan update, MIG will develop and program an online questionnaire that is tablet, computer, and smartphone-friendly. It will include 15-20 questions (10-12 minute questionnaire) customized to Santa Ana's project needs, addressing questions about parks, recreation facilities, trails, open space, programs and services, and potentially focusing on use, recreation preferences, desired benefits and service improvements, funding priorities and resident's willingness to pay for service and system enhancements. MIG will draft questions, revise them based on one set of consolidated comments from City staff, translate questions into Spanish, program the English and Spanish versions of the questionnaire online and provide a link and QR code to the City for web posting and distribution. MIG will host the questionnaire for a maximum of four (4) weeks, providing biweekly updates to City staff on numbers of respondents. At its completion, MIG will present one set of consolidated, tabulated results and a summary of key findings in English. City staff will be responsible for advertising the questionnaire and posting links on the website and social media.

#### **2.3 POP-UP OR VIRTUAL OUTREACH ACTIVITY**

MIG will supplement the online questionnaire with a second activity or forum intended to identify specific needs and/or represent underserved groups. This activity may take one of several forms to be determined in the kickoff meeting and engagement plan. Options include but are not limited to one of the following: one or two focus group videoconferences, a Spanish-focused workshop, one or two pop-up activities and materials, a paper version of the questionnaire, a youth online activity or survey for school outreach, a photo contest, or an activity packet and stipend for CBO outreach, recognizing that ethnic groups and underrepresented groups are more likely to respond to outreach requests made through their own social networks.

MIG will recommend an approach using the budget allowance to design the activity, develop materials, translate materials into Spanish, and depending on the forum selected, host the activity in conjunction with City staff. City staff will provide support such as identifying a location, recruiting participants, posting links on the website and social media, etc. The task includes draft and final outreach materials, revised through one round of consolidated comments from City staff. MIG will tabulate data and summarize findings and themes, providing a pdf to the City.

#### **2.4 COMMUNITY BRIEFINGS OR ADDITIONAL OUTREACH**

Santa Ana is a highly diverse community with many different interest groups with a stake in the City's parks and recreation opportunities. To ensure outreach represents these groups, this task includes an allowance to either 1) convene a community panel of CBOs, HOAs, non-profits, social organizations and clubs, community groups and associations, sports leagues, businesses, recreation interest groups, and other agencies; 2) meet with selected groups and provide project briefings at pre-existing community meetings (depending on COVID restrictions); or 3) create an ambassador packet of speaking points, questions, and data upload forms, providing a stipend to selected CBOs to gather data for this planning process. These techniques use existing networks and channels to collect information and can also help drive up responses to the online questionnaire if sequenced accordingly. MIG will identify options using the budget allowance to design the activity, develop materials, and depending on the forum selected, attend, or manage meetings. MIG will tabulate data and summarize findings and themes.

#### **2.5 LOS, PARK ACCESS, AND GAP ANALYSIS**

Using publicly available data (Urban Footprint and TPL's ParkServe™ data) as well as MIG data and tools (Esri Tapestry Segmentation Data and ArcGIS Network Analyst™), MIG will build upon the recent General Plan analysis to evaluate park and facility service gaps for nearby park and recreation needs. Each gap area will be evaluated to identify "opportunities" to address service needs. Off-street trails, sidewalks, and the actual paths of travel will be

considered, mapping solutions to providing more equitable parks and open space as the community develops. MIG will also calculate the City existing level of service to compare to NRPA's Park Metrics to show where Santa Ana is above or below the norm. One to three draft maps (pdfs) and findings will be incorporated into the Needs Assessment Summary Report.

### **2.6 RECREATION FACILITIES AND PROGRAMS ANALYSIS**

With 47 parks, two senior centers, a tennis center, five pools, two lakes, eight community centers, and the Santa Ana Zoo, facility operations and indoor/ outdoor sport, programs and activities are integral to the recreation opportunities provided in the City. MIG will evaluate recreation facility needs, including programs and services, to identify projected needs and service gaps. It will incorporate existing participation data (where available) in comparison to recreation trends to document evolving needs. Findings will be incorporated into the Needs Assessment Summary Report.

### **2.7 NEEDS ASSESSMENT SUMMARY REPORT**

MIG will create an attractive summary report of Phase 1 and Phase 2 findings. The Needs Assessment Summary Report will summarize existing service levels and identify needs, as well as opportunities and issues to be addressed in the Master Plan given the City's unique demographics, character, and sense of place. The report will identify proposed standards and service levels, along with the implications of these metrics for park land, facilities, programs for discussion with staff, the Board and City Council. MIG will provide a draft Summary Report and revise this based on one round of consolidated comments from City staff.

### **2.8 BOARD MEETING #2: ISSUES, OPPORTUNITIES, AND NEEDS**

MIG will create a PowerPoint, attend, and facilitate a discussion at an existing Board Meeting or videoconference on project outreach and technical findings and their implications for future projects and services. This includes an overview of cross-cutting themes from engagement activities, park and recreation needs, and proposed level of service standards for the future. This task assumes a 2-hour meeting.

### **2.9 COUNCIL MEETING #1: ISSUES, OPPORTUNITIES, AND NEEDS**

MIG will refine the Board Meeting PowerPoint, attend, and facilitate a discussion at an existing Council Meeting, Work Session or videoconference on project outreach and technical findings and their implications for future projects and services. This includes an overview of cross-cutting themes from engagement activities, park and recreation needs, and proposed level of service standards for the future. This task assumes a 2-hour meeting.

### **2.10 PROJECT MANAGEMENT AND ADMINISTRATION**

This task includes four ½-hour biweekly progress and coordination videoconferences between MIG's Project Manager and the City's Project Manager or Leadership Team (or one-hour monthly meetings), schedule management and invoicing, project administration, communication, and coordination for Phase 2.

#### **PHASE 2 DELIVERABLES:**

- Website text (1 page; Word format)
- Scalable outreach graphic (4 graphics; pdf plus original file)
- Draft and Final Questionnaire Questions, Spanish Translation, Online Form, Link, Summary Report (10-15 page summary plus list of open-ended responses)
- Pop-Up/Virtual Outreach Materials (draft and final within budgeted allowance) and Summary (4-5 pages)
- Park Access Analysis Maps (1-3 maps; pdfs)
- Draft and Final Needs Assessment Summary Report (20-30 pages, including graphics and maps)
- Board PowerPoint (15-30 slides; PPT and pdf)
- Council PowerPoint (15-30 slides; PPT and pdf)

### Phase 3: Propose and Prioritize

#### **3.1 SYSTEMWIDE POLICIES AND OPERATIONS RECOMMENDATIONS**

MIG will prepare policy recommendations applicable to the park and recreation system, defining goals, objectives, and policies that will help the PRCSA manage resources, steward assets, collaborate with partners, and achieve cost efficiencies. These policies will address level of service standards and operational considerations, such as maintenance and programming. MIG will define recommendations for City review. Comments will be incorporated into the Administrative Draft Master Plan.

#### **3.2 SITE-SPECIFIC RECOMMENDATIONS AND MAP**

MIG will develop recommendations for existing and proposed parks, trails, and open space areas. Site recommendations will address new acquisitions, development, renovations, improvements, added elements, and event potential partner projects. Site recommendations will be defined in a matrix format and spatially depicted on the 11" x17" base map to illustrate the mapped locations of projects or programmatic changes. MIG will draft the recommendations and map for City review. Comments will be incorporated into the CIP and Administrative Draft Master Plan.

#### **3.3 CIP / CAPITAL AND OPERATIONS COST MODEL**

MIG will create a capital projects list and cost model (Excel spreadsheet) to summarize a 10-year CIP. This includes identifying the planning-level costs for recommended capital projects, along with facility lifecycle replacement costs and maintenance costs for each project. The model will incorporate regionally-based park improvement cost data based on MIG's extensive experience in managing park construction projects locally (capital costs, rehabilitation/renovation costs, capital replacement costs, and operations costs). Instead of a static snapshot in time, this model will be designed to serve as a tool that can be adapted for inflation for subsequent staff use in annual capital improvement planning and budgeting. MIG will provide a draft cost model and revise it based on one round of edits from City staff.

#### **3.4 COMMUNITY PRIORITIZATION CHALLENGE**

MIG will develop a prioritization exercise—to be deployed either digitally/online or in a workshop format—inviting residents, stakeholders, and participating Board Members to make hypothetical investment choices in various park projects, maintenance, programming and events, and different types of improvements. The data collected will help identify the right investment level and right mix of projects, programs, and services to provide in the future. MIG will facilitate the activity in English and Spanish, and following the activity, summarize key findings in a short memo.

#### **3.5 PROJECT MANAGEMENT AND ADMINISTRATION**

This task includes five ½-hour progress and coordination videoconferences between MIG's Project Manager and the City's Project Manager or Leadership Team, schedule management and invoicing, project administration, communication, and coordination for Phase 3.

#### **PHASE 3 DELIVERABLES:**

- Systemwide Policy Recommendations (8-10 pages)
- Site Specific Recommendations (average of 3-8 major strategies per site)
- Proposed Park and Recreation System Map (1 document map; pdf)
- Draft/Final Capital Project List and Capital and Operations Cost Model (1 spreadsheet; Excel, pdf)
- Community Prioritization Challenge Activity (English/Spanish) and Summary (2-5 pages)

## Phase 4: Plan and Adopt

### **4.1 FUNDING AND IMPLEMENTATION PLAN**

Incorporating the guidance from Task 3.4, MIG will create a phased funding and implementation plan identifying short, medium, and long-term projects based on the City's funding capacity for implementation. The Implementation Plan will be accompanied by financing and funding strategies, also considering the community's ability and willingness to pay for added projects and services. The Implementation Plan will be summarized for City review. City comments will be incorporated into the Administrative Draft Master Plan.

### **4.2 ADMINISTRATIVE DRAFT MASTER PLAN**

MIG will create a full draft Master Plan, formatted as an attractive, easy-to-read document for review. The plan will be illustrated with graphics, maps, and photos so that City staff may use it as a communication's tool to build community support for implementation. Prior to developing the Master Plan, MIG will create an outline for City review and buy-in on plan content. MIG will then draft the document, providing an electronic file (PDF) and comments log (Excel) to the City for internal review. Note: MIG will add the Executive Summary to the Draft Plan, after City comments on the Administrative Draft have been received).

### **4.3. DRAFT MASTER PLAN**

Using one set of City consolidated comments, MIG will revise the Master Plan and add an Executive Summary. MIG will provide a web-ready pdf of the revised document to the City for posting and distribution.

### **4.4 BOARD MEETING #3: PLAN REVIEW**

MIG will create a PowerPoint, attend, and present the Draft Plan at an existing Board Meeting or videoconference. This meeting may be held as a special meeting and potentially include a Board recommendation to Council for Master Plan adoption. This task assumes a 2-hour meeting.

### **4.5 CITY COUNCIL MEETING #2: PLAN REVIEW**

MIG will update the Board PowerPoint (Task 4.4) to include Board member feedback and present the Draft Plan at a City Council work session, regular meeting or videoconference for review, discussion, and potential adoption. This task assumes a 2-hour meeting.

### **4.6 FINAL MASTER PLAN**

Based on one set of consolidated comments provided by the City, MIG will finalize the Master Plan, providing a web-ready pdf and all original files to the City.

### **4.7 ALLOWANCE FOR PRINTED COPY OF DRAFT AND FINAL PLANS**

MIG will create a print-ready electronic version of the draft and final master plan, along with one (1) full-color, bound version of each, mailing these to City staff approximately one week after these plans are completed.

### **4.8 PROJECT MANAGEMENT AND CLOSE-OUT**

This task includes five ½-hour monthly progress and coordination videoconferences between MIG's Project Manager and the City's Project Manager or Leadership Team, schedule management and invoicing, project administration, communication, and coordination for Phase 4, as well as the transmittal of all plan deliverables and GIS data to the City.

**PHASE 4 DELIVERABLES:**

- Funding and Implementation Plan (8-10 pages)
- Master Plan Outline (1-2 pages)
- Administrative Draft Master Plan (80-150 pages, including graphics, maps, and appendices)
- Draft Master Plan with Executive Summary (80-150 pages, including graphics, maps, and appendices)
- Board Meeting PowerPoint (15-30 slides; PPT and pdf)
- Council PowerPoint (15-30 slides; PPT and pdf)
- Final Master Plan (80-150 pages, including graphics, maps, and appendices)
- One Printed and Bound Color Copy of the Draft Plan and Final Plans
- Transmittal of final documents and GIS data

## Scope Assumptions

The scope described on the previous pages is based on several assumptions consistent with the RFP. The first kickoff meeting will provide an opportunity to refine the project approach within the contracted budget. Scope assumptions include:

- The project management budget assumes a 11.5-month project. It includes one or two hours per month for calls and coordination meetings between MIG and the City's Project Manager or Project Leadership Team as noted in each phase.
- Due to COVID-19, the initial project kickoff meeting and all progress meetings with the City's Project Manager or Project Leadership Team have been scoped as videoconferences. MIG will provide a bulleted agenda via email and digital/electronic files three (days) before these meetings, unless agreed otherwise in communication with the City's Project Manager. These are intended as work sessions and do not include meeting summaries.
- The City will provide consolidated documents and GIS data as noted in the RFP and based on MIG's request for information, using MIG's Egnyte portal and links for the transmission of materials.
- Board and Council Meetings are budgeted as 2-hour, in-person meetings attended by one MIG staff. This may require that Master Plan updates be placed early on the agenda. The City will be responsible for coordinating and scheduling these meetings, creating agendas and staff reports, and taking notes or recording the meetings. MIG will provide content and attend the meeting.
- The City will arrange, advertise, promote, host, recruit participants, schedule, and identify locations for other in-person or videoconference public meetings, stakeholder interviews, and outreach activities. MIG will attend, facilitate, take notes, and summarize meeting findings.
- The City will be responsible for all website updates, posts to social media, press releases, communications and promotion of the online questionnaire and public meetings.
- The City will log and track any public comments received relating to the Master Plan process.
- MIG will provide digital/electronic files (pdfs) of all project briefs, master plans, and PowerPoint presentations. The City will be responsible for web posting, printing, and distributing copies of documents.

- Project briefs and outreach summaries will be formatted as attractive documents suitable for public review. All other documents are anticipated to be internal analysis deliverables/discussion papers for City staff review, with any City edits incorporated into later deliverables.
- Drafts and final documents will be provided where noted in the scope. If not specified, it is presumed that any edits will be incorporated into subsequent tasks. MIG is happy to provide additional rounds of revisions as added tasks defined in change orders.
- For each round of revisions, City staff will provide a single, consolidated set of comments in track changes for Word files, pdf comments, or in a comments log for all other documents where requested. MIG will revise materials where noted in the scope based on one round of consolidated written edits.
- City staff will be responsible for project management throughout the process, including coordinating with MIG's Project Manager; providing relevant reports and documentation to MIG; reviewing documents and facilitating meetings as noted previously, providing regular staff updates to City Council, the City Manager's office, the Board and other relevant committees and commissions separate from scheduled project meetings.
- If the City places the project on hold, or if the City's Director or Project Manager changes during the course of the project and necessitates more than an hour of MIG staff time to reinitiate the project, this will be considered extra services. Similarly, if the MIG Project Manager changes during the project, MIG will provide a thorough briefing and update, limiting additional time required by the client to reinitiate the project to one hour.
- Any changes to this scope will be requested via MIG's change-order form to be signed by both Project Managers. These typically will be provided in advance of the added activity, unless MIG is responding to a request made by City staff to deviate from scoped expectations in the moment. An example is a City request to continue a meeting where discussion has run longer than anticipated at the time of scoping.

### Scope Exclusions

The RFP had some elements noted for which MIG did not include in the scope or budget. These are noted below.

- The consultant and the CITY's Project Manager (PM) shall hold progress meetings as often as necessary, but in no case less than once per month (teleconferencing/zoom meetings is acceptable) until the final plan is approved by the City Council for the purpose of progress reporting (RFP Item 4A). *[Italics added for emphasis.]* MIG note: The numbers of meetings and duration of the project are identified in the scope. The meetings and timeframe are not unlimited.
- At least one (1) hardcopy of all completed or partially completed reports, studies, forecasts, maps, or plans for the Project Manager Progress Meetings (RFP Item 4B). MIG note: Hard copies were excluded because these progress meetings are anticipated to be videoconferences. Electronic files will be provided.

Exhibit B  
PROJECT SCHEDULE



**EXHIBIT C**

**COMPENSATION**

Fee Proposal including hourly rates

estimated project cost

	Rick Barrett Principal/In-Charge		Cindy Mendoza Project Manager		Emeraldo Garcia Engagement Specialist		Kenya Huezco Landscape Architect		Roman Yanke GIS Data Specialist		MIG Project Associate		MIG Project Assistant		MIG Totals		Direct Costs		Professional Fees Totals		
	hrs	\$225	hrs	\$165	hrs	\$205	hrs	\$150	hrs	\$105	hrs	\$95	hrs	\$75							
<b>1 Inventory and Analyze</b>																					
1.1	Project Kick-off Videoconference	4	\$900	4	\$660		\$0		\$0		\$0		\$0	2	\$150	10	\$1,710	\$0	\$0	\$1,710	
1.2	Background Information Review	2	\$450	4	\$660		\$0		\$210		\$0		\$0		\$0	8	\$1,320	\$0	\$0	\$1,320	
1.3	Project Branding & Engagement Strategy			2	\$330	12	\$2,460		\$0		\$0	6	\$570		\$0	20	\$3,360	\$0	\$0	\$3,360	
1.4	Parks and Facility Inventory and GIS Base Map			2	\$430		\$0	4	\$520	12	\$1,260		\$0		\$0	18	\$2,110	\$0	\$0	\$2,110	
1.5	Parks and Facility Tour and Assessment	10	\$2,250	4	\$660		\$0	68	\$8,840		\$0		\$0	8	\$600	90	\$12,350	\$1,040	\$0	\$13,390	
1.6	Stakeholder/Decisionmaker Video Interviews			10	\$1,650		\$0		\$0		\$0	4	\$380		\$0	14	\$2,030	\$0	\$0	\$2,030	
1.7	Programs, Maintenance and Operational Analysis & Meeting			8	\$1,320		\$0	12	\$1,500	8	\$840		\$0		\$0	28	\$3,720	\$0	\$0	\$3,720	
1.8	Board Meeting #1: Orientation and SWOT			8	\$1,800	2	\$330		\$0		\$0	2	\$190		\$150	14	\$2,470	\$121	\$0	\$2,591	
1.9	State of Santa Ana's Parks & Recreation System	4	\$900	8	\$1,320		\$0	4	\$520	4	\$420		\$1,710		\$0	38	\$4,870	\$0	\$0	\$4,870	
1.10	Project Management and Administration	2	\$450	8	\$1,320		\$0		\$0		\$0		\$0	2	\$150	12	\$1,920	\$37	\$0	\$1,957	
	<b>Subtotal</b>	<b>30</b>	<b>\$6,750</b>	<b>62</b>	<b>\$8,690</b>	<b>12</b>	<b>\$2,460</b>	<b>88</b>	<b>\$11,440</b>	<b>26</b>	<b>\$2,730</b>	<b>30</b>	<b>\$2,850</b>	<b>14</b>	<b>\$1,050</b>	<b>252</b>	<b>\$35,660</b>	<b>\$1,197</b>	<b>\$0</b>	<b>\$37,057</b>	
<b>2 Evaluate and Forecast</b>																					
2.1	Public Information and Social Media			4	\$660	12	\$2,460		\$0		\$0	12	\$1,140		\$0	28	\$4,260	\$0	\$0	\$4,260	
2.2	Bilingual Park and Recreation Questionnaire			2	\$330	18	\$3,690		\$0		\$0	32	\$3,040	4	\$300	56	\$7,360	\$893	\$0	\$8,253	
2.3	Pop-Up or Virtual Outreach Activity			2	\$330	16	\$3,250		\$0		\$0	8	\$760	18	\$1,200	47	\$5,570	\$1,050	\$0	\$6,620	
2.4	Community Briefings			2	\$330	16	\$3,250		\$0		\$0	16	\$1,320	8	\$600	42	\$5,730	\$2,100	\$0	\$7,830	
2.5	LOS Park Access and Gap Analysis			4	\$660		\$0		\$0		\$1,680		\$0		\$0	20	\$2,340	\$0	\$0	\$2,340	
2.6	Recreation Facilities and Programs Analysis			10	\$1,980		\$0		\$0		\$0	4	\$380		\$0	16	\$2,360	\$0	\$0	\$2,360	
2.7	Needs Assessment Summary Report	4	\$900	10	\$1,650		\$0	12	\$1,560	18	\$1,890		\$1,140		\$190	56	\$7,140	\$0	\$0	\$7,140	
2.8	Board Meeting #2: Issues, Opportunities and Needs			8	\$1,800	1	\$165		\$0		\$0	2	\$190		\$150	13	\$2,305	\$121	\$0	\$2,426	
2.9	Council Meeting #1: Issues, Opportunities and Needs			8	\$1,800	1	\$165		\$0		\$0	2	\$190		\$150	13	\$2,305	\$121	\$0	\$2,426	
2.10	Project Management and Administration	2	\$450	8	\$1,320		\$0		\$0		\$0		\$0	2	\$150	12	\$1,920	\$42	\$0	\$1,962	
	<b>Subtotal</b>	<b>22</b>	<b>\$4,950</b>	<b>46</b>	<b>\$7,690</b>	<b>62</b>	<b>\$12,710</b>	<b>12</b>	<b>\$1,660</b>	<b>34</b>	<b>\$3,570</b>	<b>88</b>	<b>\$8,350</b>	<b>34</b>	<b>\$2,550</b>	<b>298</b>	<b>\$41,290</b>	<b>\$4,306</b>	<b>\$0</b>	<b>\$45,616</b>	
<b>3 Propose and Prioritize</b>																					
3.1	Systemwide Policies and Operations Recommendations			4	\$900	16	\$2,640		\$0		\$0		\$0		\$0	20	\$3,540	\$0	\$0	\$3,540	
3.2	Site-Specific Recommendations and Map			2	\$450	4	\$660		\$3,120	8	\$840		\$0		\$0	38	\$5,070	\$0	\$0	\$5,070	
3.3	CIP / Capital and Operations Cost Model			1	\$225	4	\$660		\$1,300	16	\$1,680	4	\$380		\$0	35	\$4,245	\$0	\$0	\$4,245	
3.4	Community Prioritization Challenge			2	\$450	2	\$330	16	\$3,290		\$0	16	\$1,320	8	\$600	42	\$5,730	\$883	\$0	\$6,623	
3.5	Project Management and Administration	2	\$450	8	\$1,320		\$0		\$0		\$0		\$0	2	\$150	12	\$1,920	\$42	\$0	\$1,962	
	<b>Subtotal</b>	<b>9</b>	<b>\$2,025</b>	<b>34</b>	<b>\$5,610</b>	<b>16</b>	<b>\$3,280</b>	<b>34</b>	<b>\$4,420</b>	<b>24</b>	<b>\$2,520</b>	<b>20</b>	<b>\$1,900</b>	<b>10</b>	<b>\$750</b>	<b>147</b>	<b>\$20,905</b>	<b>\$835</b>	<b>\$0</b>	<b>\$21,440</b>	

estimated project cost

	Rick Barrett Principal/In-Charge		Cindy Mendoza Project Manager		Emeraldo Garcia Engagement Specialist		Kenya Huezco Landscape Architect		Roman Yanke GIS Data Specialist		MIG Project Associate		MIG Project Assistant		MIG Totals		Direct Costs Professional Fees Totals		
	hrs	\$225	hrs	\$165	hrs	\$205	hrs	\$150	hrs	\$105	hrs	\$95	hrs	\$75					
<b>4 Plan and Adopt</b>																			
4.1 Funding and Implementation Plan	4	\$900	12	\$1,980		\$0		\$0	8	\$840		\$0		\$0	24	\$3,720		\$0	\$3,720
4.2 Administrative Draft Master Plan	6	\$1,350	24	\$3,960		\$0	24	\$3,120		\$0	24	\$2,280	9	\$600	86	\$11,310		\$0	\$11,310
4.3 Draft Master Plan	2	\$450	8	\$1,350		\$0	2	\$300		\$0	18	\$1,520	4	\$300	32	\$3,850		\$0	\$3,850
4.4 Board Meeting #3: Plan Review	8	\$1,800	1	\$165		\$0		\$0		\$0	2	\$150	2	\$150	13	\$2,345		\$121	\$2,426
4.5 City Council Meeting #2: Plan Review	8	\$1,800	1	\$165		\$0		\$0		\$0	2	\$150	7	\$150	13	\$2,345		\$121	\$2,426
4.6 Final Master Plan	1	\$225	8	\$1,320		\$0		\$0		\$0	12	\$1,140		\$0	21	\$2,685		\$0	\$2,685
4.7 Allowance for Printed Copy of Draft & Final Plan	2	\$450	8	\$1,320		\$0		\$0		\$0		\$0	6	\$450	6	\$450		\$683	\$1,133
4.8 Project Management and Administration	2	\$450	8	\$1,320		\$0		\$0		\$210		\$0	2	\$150	14	\$2,130		\$42	\$2,172
<b>Subtotal</b>	<b>31</b>	<b>\$6,975</b>	<b>62</b>	<b>\$10,230</b>	<b>0</b>	<b>\$0</b>	<b>26</b>	<b>\$3,900</b>	<b>10</b>	<b>\$1,050</b>	<b>56</b>	<b>\$5,320</b>	<b>24</b>	<b>\$1,800</b>	<b>209</b>	<b>\$28,755</b>		<b>\$966</b>	<b>\$29,721</b>
<b>Total Project Cost</b>	<b>92</b>	<b>\$20,700</b>	<b>194</b>	<b>\$32,010</b>	<b>90</b>	<b>\$18,450</b>	<b>160</b>	<b>\$20,800</b>	<b>94</b>	<b>\$9,870</b>	<b>194</b>	<b>\$18,430</b>	<b>82</b>	<b>\$6,150</b>	<b>906</b>	<b>\$126,410</b>		<b>\$7,424</b>	<b>\$133,834</b>

\* Direct Costs include a 5% markup.