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AGREEMENT FOR SERVICES #545-S1311

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), City of South Lake Tahoe, a political subdivision of the State of California (hereinafter referred to as "City"), and Moore, Iacofano & Goltsman, Incorporated, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 800 Hearst Avenue, Berkeley, California 94710, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County and City "have determined that it is necessary to obtain a Consultant to prepare a comprehensive Parks, Trails, and Recreation Master Plan for the eastern slope of El Dorado County, also known as the community of South Lake Tahoe, California; and

**WHEREAS**, Consultant has represented to County and City that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County and City have determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County, City and Consultant mutually agree as follows:

## ARTICLE I

**Scope of Services:** Consultant agrees to furnish the personnel and equipment necessary to prepare a comprehensive Parks, Trails, and Recreation Master Plan for the eastern slope of El Dorado County, also known as the community of South Lake Tahoe. The Scope of Work is a four-phased approach as follows:

### **Phase 1: Where Are We Now?**

In Phase 1, the Consultant will gain a deeper understanding of the South Shore park, recreation and trail system, building on our existing knowledge, the updated park and facility inventory, and recent local and regional planning efforts. During this phase, Consultant will tour the park system and facilities and review programs and operations. A key work product will be the Existing Recreation Resources Summary Report. This report will include an overview of the demographic and economic context and baseline information on the parks, trails, and recreation programs provided by the City, County and others, including an overview on how these sites and services are marketed to the public. The first Master Plan Advisory Committee (MPAC) meeting will occur in this phase, and project management will begin (biweekly conference calls, communication protocols, etc.).

#### *Phase 1 Tasks:*

- Project Initiation Meeting
- Background Information Review
- Demographic Overview
- Inventory Review and Analysis
- Recreation Program Matrix and Analysis
- Site Tours
- Community and Stakeholder Engagement Plan
- Public Information Update
- MPAC Meeting #1
- Stakeholder Interviews (8)
- Existing Recreation Resources Summary Report
- Project Management and Administration

### **Phase 2: Where Do We Want To Be?**

Phase 2 will include a needs assessment and the initial development of strategic directions. The survey, community questionnaire and targeted focus groups will occur during this phase. Based on the vision emerging from the public engagement process, the Consultant will design and conduct a needs assessment for the area that will identify needs for parks, recreation facilities, trails and recreation programs, as well as project future needs. The Consultant will also explore revenue generating facilities and opportunities, and conduct a basic assessment of the feasibility of developing a fieldhouse. Based on the needs and opportunities, the Consultant will identify potential future service provision directions for consideration by the MPAC and the community.

#### *Phase 2 Tasks:*

- Parks and Recreation Community Survey (PARCS)
- Community Questionnaire (shared questions with survey)
- Focus Groups (3)
- MPAC Meeting #2
- Need Assessment Summary Report

- Field House Study
- Revenue Generation Memo
- Potential Strategic Directions Memo
- MPAC Meeting #3
- Public Information Update
- Project Management and Coordination

**Phase 3: How Do We Get There?**

To begin Phase 3, the Consultant will facilitate a Visioning Round Table, hosted by the MPAC, to refine the vision and further define objectives, goals and strategies to sustain and enhance parks, recreation facilities, trails and programs. Break out groups will identify strategies to fill gaps and transition towards the vision, plus discuss potential partnerships and organizational capacity needs to achieve the vision. Following the workshop, the Consultant will prepare draft strategies, actions and recommendations, including policy guidance on the desired return on investment from the parks, trails and recreation system. Consultant will also prepare a preliminary capital development plan and summarize funding and implementation strategy options in a memo format. The MPAC will review these materials in meeting #4, which will also include a discussion on prioritization criteria. The Consultant will refine the prioritization criteria and use them to prioritize capital projects, summarizing this information in memo format for MPAC review.

***Phase 3 Tasks:***

- Visioning Round Table
- Draft Strategies, Actions and Recommendations
- Capital Development Plan
- Funding and Implementation Strategies
- MPAC Meeting #4
- Prioritization Criteria and Project Priorities
- Public Information Update
- Project Management and Coordination

**Phase 4: Where/How Do We Start Improvements?**

In Phase 4, the Consultant will prepare a graphically-rich, readable and functional Administrative Draft Plan. The Administrative Draft Plan will be presented to staff (and, if desired, the MPAC), and their comments will be incorporated and used to create a Public Draft plan. This plan will be released for review by the public and local agency review bodies. The Consultant will provide a toolkit of review support materials, including a PowerPoint presentation and talking points for use by the City, County and MPAC members in presenting the plan. Incorporating feedback from the review process, the Final Plan will present practical, implementable directions to provide core parks and recreation services to the South Shore community in a cost-effective, sustainable, and successful way.

***Phase 4 Tasks:***

- Administrative Draft Plan
- Staff and/or MPAC Meeting #5
- Public Draft Plan
- Review Toolkit
- Public Information Update

- Final Plan
- Project Coordination and Close-Out

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by all parties hereto and shall expire June 30, 2014.

## **ARTICLE III**

**Compensation for Services:** County and City agree to share the costs of services outlined in Exhibit "A" marked "Estimated Project Cost" incorporated herein and made by reference a part hereof . Consultant shall invoice County and City separately. The costs of each task shall be billed 50% to County and 50% to City, until a maximum of \$60,000.00 has been billed to County. After the County's maximum has been reached, 100% of remaining costs will be billed to the City, up to a maximum of \$75,000.00.

For services provided by herein, County and City agree to pay Consultant monthly in arrears and within forty-five (45) days following the County or City's receipt and approval of itemized invoices and progress reports detailing the services rendered outlined in Exhibit "A" marked "Estimated Project Cost" incorporated herein and made by reference a part hereof. Invoices shall follow the format specified by County and City and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. When invoicing for direct expenses or subconsultant services, Consultant shall provide documentation of Consultant's actual costs for such expenses or services.

The cost estimate for each task and the billing rates shall be in accordance with Exhibit "B", marked "Fee Schedule" incorporated herein and made by reference a part hereof.

The Contract Administrator for the County and City shall have authority to reallocate costs among the tasks listed in Exhibit "A" provided the total amount of the agreement as stated below is not exceeded. Any reallocation of the costs shall be in writing. The billing rates for each job classification shall be less than or equal to those listed in Exhibit "B".

Total amount of this Agreement shall not exceed \$135,000.00, inclusive of all services, expenses and costs.

Invoices shall be mailed to County at the following address:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667  
Attn.: Vickie Sanders

Or to such other location as County directs.

Invoices to the City shall follow the same format and shall be mailed to the following address:

City of South Lake Tahoe  
1901 Airport Road  
South Lake Tahoe, CA 96150  
Attn: Nancy Kerry

Or to such other location as County directs.

#### **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of all parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE V**

**Consultant to County and City:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County, City, and their staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and City and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County and City during term hereof.

#### **ARTICLE VI**

**Assignment and Delegation:** Consultant is engaged by County and City for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County's Contract Administrator.

#### **ARTICLE VII**

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subConsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County and City shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a recommended budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of termination of its responsibilities under this Agreement in the event of adoption of a recommended budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, County's obligations under this Agreement may be deemed to be canceled in their entirety subject to payment for services performed prior to cancellation.

## **ARTICLE IX**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County and City reserve the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County and City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County or City may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice. If such prior termination is effected, County and City will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County and City may agree to in writing as necessary for contract resolution. In no event, however, shall County and City be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

#### **ARTICLE X**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Chief Administrative Office  
Parks & Recreation Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Vickie Sanders, CAO Analyst

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Terri Daly, Purchasing Agent

Notices to City shall be addressed as follows:

CITY OF SOUTH LAKE TAHOE  
1901 Airport Road  
South Lake Tahoe, CA 96150  
ATTN: Nancy Kerry, City Manager

Or to such other location as the City directs.

Notices to Consultant shall be addressed as follows:

MOORE, IACOFANO & GOLTSMAN, INC.  
1450 Drew Avenue, Suite 200  
Davis, CA 95618  
ATTN: Cindy Mendoza, Project Manager

or to such other location as the Consultant directs.

#### **ARTICLE XI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in **Article X – Notice to Parties**. Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XII**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County and City harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, City employees and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the City, the Consultant, subConsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County and City harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XIII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.



- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XIV**

**Interest of Public Official:** No official or employee of County or City who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County or City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XV**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County or City employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County and City represent that they are unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may

immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XVII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County and City shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVIII**

**Nonresident Withholding:** If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County and City shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XIX**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XX**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement for the County is Vickie Sanders, CAO Analyst, Chief Administrative Office, Parks & Recreation Division, or successor. The City Officer or employee with responsibility for administering this agreement for the City is Nancy Kerry, City Manager, or successor.

#### **ARTICLE XXII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXIV**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

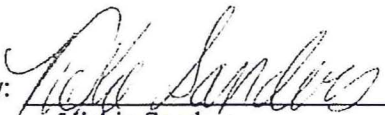
**ARTICLE XXV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXVI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Vickie Sanders  
CAO Analyst  
Chief Administrative Office  
Parks & Recreation Division

Dated: 4/17/13

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

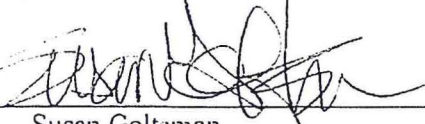
By:  Dated: 4/17/13  
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

-- CITY OF SOUTH LAKE TAHOE --

By:  Dated: 4/18/2013  
~~Nancy Kerry~~ TOM DAVIS  
~~City Manager~~ MAYOR  
"City"

-- CONSULTANT --

MOORE, IACOFANO & GOLTSMAN, INC.  
A CALIFORNIA CORPORATION

By:  Dated: 4-12-13  
Susan Goltsman  
President  
"Consultant"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Carolyn Verheyen  
Secretary/COO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"


-- CITY OF SOUTH LAKE TAHOE --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Nancy Kerry  
City Manager  
"City"

-- CONSULTANT --

MOORE, IACOFANO & GOLTSMAN, INC.  
A CALIFORNIA CORPORATION)

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Susan Goltsman  
President  
"Consultant"

By:  Dated: 4-10-13  
Carolyn Verheyen  
Secretary/COO

# EXHIBIT A

## estimated project cost

		MIG	Environmental Planning Partners	Ballard King	National Research Center	Subconsultant Totals	Direct Costs	Professional Fees Totals
<b>Phase 1: Where Are We Now?</b>								
1.1	Project Initiation	\$3,150				\$0	\$500	\$3,650
1.2	Background Information Review	\$1,350	\$440			\$440		\$1,800
1.3	Demographic Overview	\$500				\$0		\$500
1.4	Inventory Review and Analysis	\$1,940	\$220			\$220		\$2,160
1.5	Recreation Program Matrix and Analysis	\$2,310	\$320			\$320		\$2,630
1.6	Site Tour	\$2,290				\$0	\$250	\$2,450
1.7	Community and Stakeholder Engagement Plan	\$900				\$0		\$900
1.8	Public Information Update	\$505				\$0		\$505
1.9	Master Plan Advisory Committee (MPAC) Meeting #1	\$3,330				\$0	\$500	\$3,830
1.10	Stakeholder Interviews II	\$1,120	\$440			\$440	\$250	\$1,810
1.11	Building Recreation Resources Summary Report	\$4,745	\$320			\$320		\$5,025
1.12	Project Management and Administration	\$1,399				\$0	\$25	\$1,715
	<b>Subtotal:</b>	<b>\$24,200</b>	<b>\$2,390</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,200</b>	<b>\$1,525</b>	<b>\$27,925</b>
<b>Phase 2: Where Do We Want to Be?</b>								
2.1	Community Questionnaire	\$4,730				\$0	\$50	\$4,730
2.2	PARCS Recreation Survey	\$2,629			\$11,500	\$11,500		\$14,129
2.3	Public Outreach (3)	\$1,635	\$390			\$380	\$250	\$1,765
2.4	Master Plan Advisory Committee (MPAC) Meeting #2	\$2,130	\$440			\$440	\$300	\$2,870
2.5	Needs Assessment Summary Report	\$7,320	\$440			\$440		\$7,760
2.6	Field House Study	\$320		\$10,000		\$10,000		\$10,220
2.7	Revenue Generation Memo	\$2,520		\$1,250		\$1,250		\$3,720
2.8	Potential Strategic Directions Memo	\$2,470				\$0		\$2,470
2.9	Master Plan Advisory Committee (MPAC) Meeting #3	\$2,330				\$0	\$750	\$3,080
2.10	Public Information Update	\$505				\$0		\$505
2.11	Project Management and Administration	\$1,590				\$0	\$20	\$1,710
	<b>Subtotal:</b>	<b>\$29,170</b>	<b>\$1,760</b>	<b>\$11,200</b>	<b>\$11,500</b>	<b>\$24,400</b>	<b>\$1,370</b>	<b>\$55,000</b>
<b>Phase 3: How Do We Get There?</b>								
3.1	Visioning Round Tables	\$2,450	\$330			\$320	\$750	\$5,030
3.2	Draft Strategies, Actions and Recommendations	\$4,730				\$0		\$4,730
3.3	Capital Development Plan	\$3,530				\$0		\$3,530
3.4	Funding and Implementation Strategies	\$3,720		\$2,400		\$2,400		\$6,120
3.5	Master Plan Advisory Committee (MPAC) Meeting #4	\$3,070				\$0	\$750	\$3,820
3.6	Prioritization Criteria and Project Priorities	\$1,380				\$0		\$1,380
3.7	Public Information Update	\$605				\$0		\$605
3.8	Project Management and Administration	\$1,690				\$0	\$25	\$1,715
	<b>Subtotal:</b>	<b>\$22,725</b>	<b>\$330</b>	<b>\$2,400</b>	<b>\$0</b>	<b>\$3,220</b>	<b>\$1,525</b>	<b>\$27,530</b>
<b>Phase 4: Where/How Do We Start Improvements?</b>								
4.1	Administrative Draft Plan	\$2,140	\$330			\$380		\$9,020
4.2	Master Plan Advisory Committee (MPAC) Meeting #5	\$2,130				\$0	\$500	\$2,630
4.3	Public Draft Plan	\$4,375	\$440			\$440		\$4,815
4.4	Review Toolkit	\$1,320				\$0		\$1,320
4.5	Public Information Update	\$505				\$0		\$505
4.6	Final Plan	\$2,165				\$0		\$2,165
4.7	Project Coordination and Close Out	\$1,590				\$0	\$43	\$1,730
	<b>Subtotal:</b>	<b>\$7,310</b>	<b>\$1,320</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,320</b>	<b>\$543</b>	<b>\$22,485</b>
<b>Professional Time and Costs Subtotal:</b>		<b>\$90,313</b>	<b>\$6,160</b>	<b>\$13,600</b>	<b>\$11,500</b>	<b>\$31,260</b>	<b>\$4,960</b>	<b>\$132,940</b>
5% Administrative Mark Up - Subconsultants			\$308	\$680	\$575	\$1,563		
10% Administrative Mark Up - Direct Costs							\$195	
<b>Total Project Cost:</b>								<b>\$134,999</b>

# Exhibit B

## Fee Schedule

<b>Title</b>	<b>Maximum Billing Rate</b>
Principal in Charge (PIC)	\$165/hour
Project Manager (PM)	\$110/hour
Outdoor Recreation & Environmental Planner	\$190/hour
Planner	\$135/hour
Landscape Architect	\$145/hour
Project Director	\$240/hour
Project Associate	\$85/hour
Project Assistant	\$75/hour
<b>Other Expenses:</b>	
Sub consultant	Consultant's actual cost plus 5%
Direct Expenses (Including but not limited to reproductions, postage and delivery, travel)	Consultant's actual cost plus 10%
Mileage Reimbursement	Current IRS Rate plus 10%