

**AGREEMENT BETWEEN THE CITY OF CUPERTINO AND
MOORE IACOFANO GOLTSMAN FOR CONSULTANT SERVICES FOR
CITYWIDE PARKS, OPEN SPACE AND RECREATION MASTER PLAN**

THIS AGREEMENT, for reference dated January __, 2017, is by and between CITY OF CUPERTINO, a municipal corporation (hereinafter referred to as "City"), and Moore Iacofano Goltsman (MIG), a California corporation, whose address is 800 Hearst Avenue, Berkeley, CA 94710 (hereinafter referred to as "Consultant"), and is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for park and recreation master planning services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the date this agreement is executed and shall terminate on March 31, 2019, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform each and every service set forth in Exhibit "A". titled "Scope of Services" which is attached hereto and incorporated herein by this reference.

3. SCHEDULE OF PERFORMANCE:

The Services of Consultant are to be completed according to the schedule set out in Exhibit B, titled "Schedule of Performance", which is attached hereto and incorporated herein by this reference.

4. COMPENSATION TO CONSULTANT:

The maximum compensation to be paid to Consultant under this agreement for Basic Services shall not exceed _____ Thousand Dollars (\$XXX,000.00). The rate of payment is set out in Exhibit C, titled "Compensation", which is attached hereto and incorporated herein.

Consultant shall furnish to City a detailed statement of the work performed for compensation during the term of this Agreement. Consultant may submit monthly invoices for interim progress payments during the course of each phase, clearly stating as a minimum the total Contract amount, amount paid to date, percent complete and amount due.

5. TIME IS OF THE ESSENCE:

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

6. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

7. INDEPENDENT PARTIES:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

9. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

10. PROJECT COORDINATION

CITY: Director of Recreation and Community Services shall be representative of City for all purposes under this Agreement. _____ is hereby designated as the Director of Recreation and Community Services' designee and Project Manager, and shall supervise the progress and execution of this Agreement.

CONSULTANT: Consultant shall assign a single Consultant Project Manager to have overall responsibility for the progress and execution of this Agreement for Consultant. Should circumstances or conditions subsequent to the execution of the Agreement require a substitute Consultant Project Manager for any reason, the Consultant Project Manager designee shall be subject to the prior written acceptance and approval of the City Project Manager. The designated Consultant Project Manager shall be Lauren Schmitt.

11. HOLD HARMLESS:

Indemnification:

A. Claims for Professional Liability. Where the law establishes a standard of care for Consultant's professional services, and to the extent the Consultant breaches or fails to meet such established standard of care, or is alleged to have breached or failed to meet such standard of care, Consultant shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers from and against any and all liability,

claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole negligence or willful misconduct of City, its agents or employees.

B. Claims for Other Liability. Consultant shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the performance of this Agreement by Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

12. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraph 12A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino by certified mail, Attention: City Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$500,000
each occurrence
\$1,000,000
aggregate - all other
Property Damage: \$100,000 each occurrence
\$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$500,000 each occurrence
Property Damage: \$100,000 each occurrence
or
Combined Single Limit: \$500,000 each occurrence

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. SUBROGATION WAIVER:

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

13. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

14. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublease, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venture or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

15. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are included in this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

16. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

17. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City. Consultant may retain a copy of any report furnished to the City pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

F. Electronic and hard copies of Consultant's work product shall constitute the Project deliverables. Plans to be in CAD and PDF formats, and other documents to be in Microsoft Word and PDF formats. City holds Consultant harmless for any modifications to the documents.

18. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

19. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Cupertino, Quinlan Community Center
10185 North Stelling Road
Cupertino CA 95014
Attention: Director of Recreation and Community Services

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

MIG, Inc.
815 SW 2nd Avenue, Suite 200
Portland, OR 97204-3022
Attention: Lauren Schmitt

20. TERMINATION:

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within the time specified after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

In the event of termination, Consultant shall deliver to City, copies of all reports, documents, and other work performed by Consultant under this Agreement.

1. COMPLIANCES:

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

A. **PREVAILING WAGES:** To the extent applicable, Contractor shall comply with the City's Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq. Contractor shall pay prevailing wages. Contractor will submit monthly certified payroll records to the City for all employees and subcontractors in a preapproved format or a City provided form. Any delay in remitting certified payroll reports to the City upon request from the City will result in either delay and/or forfeit of outstanding payment to Contractor.

B. **WORKING DAY:** To the extent applicable, Contractor shall comply with California Labor Code Section 1810, et seq. which provides that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, must be compensated as overtime, at not less than 1 ½ times the basic rate of pay.

C. **PAYROLL RECORDS:** To the extent applicable, Contractor shall comply with California Labor Code Section 1776 which requires certified payroll records be maintained with the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this Agreement. The Payroll Records shall be made available for inspection as provided in California Labor Code Section 1776.

D. APPRENTICES: To the extent applicable, Contractor shall comply with California Labor Code Section 1777.5 regarding apprentices.

2. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara, State of California.

3. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

4. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

5. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

6. GIFTS:

A. Consultant is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in City Administrative Procedures.

B. Consultant agrees not to offer any City officer or designated employee any gift prohibited by the Administrative Procedures.

C. The offer or giving of any prohibited gift shall constitute a material breach of this

Agreement by Consultant. In addition to any other remedies, City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 19 of this Agreement.

7. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

8. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

P.O. No.: _____

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CONSULTANT
MIG

CITY OF CUPERTINO
A Municipal Corporation

By: _____

By: _____

Jeffrey Milkes, Director of Recreation and
Community Services

Name: _____

Date: _____

Title: _____

Date: _____

Tax I.D. No.: _____

APPROVED AS TO FORM:

Address:
800 Hearst Avenue
Berkeley, CA 94710

Randolph Stevenson Hom
City Attorney

ATTEST:

Grace Schmidt, City Clerk

Contract Amount: _____

Account No. : _____

EXHIBIT A

SCOPE OF SERVICES

Moore Iacofano Goltsman (MIG) will be the prime consultant and coordinate the work of any subconsultants. Work by TRA Environmental Sciences (now a division of MIG), 2635 N. First Street, Suite 149, San Jose, CA 95134 is included in the base scope.

Acceptable subconsultants may include:

The Sports Management Group, 2607 7th Street, Berkeley, CA 94710

The consultant will provide services to the City that will result in a comprehensive master plan that assesses current park space, recreation facilities and recreation programs and current and projected community needs to guide future programmatic decisions and capital improvement planning. The anticipated scope of services follows.

Monthly project meetings with the city project team are intended throughout the process and will occur in Cupertino unless noted otherwise. Weekly or bi-weekly update meetings are expected via telephone, Go To meeting or similar process as acceptable to City. Consultant shall provide agendas and meeting minutes. These ongoing meetings are considered part of project administration and are not noted in the scope below. Onsite project meetings may be scheduled to take advantage of other tasks involving meetings/workshops that are to occur in Cupertino.

TASK A. Project Initiation

Prior to embarking on remaining Scope of Work, Consultant will confer with City staff to develop a detailed and realistic work schedule.

Consultant will identify all information to be provided by City staff. City staff will provide all requested documents efficiently. Consultant shall review and become familiar with all documents, data and information provided by City and shall alert City if any information gaps exist.

A project initiation meeting with City staff and project team members will occur. Topics will include a review of scope, process and schedule. Consultant shall present the work schedule, which will be updated periodically during the project as needed.

Meetings

- Project Initiation Meeting with City staff/project team

Deliverables

- Work Schedule

Materials to be provided by City: see Exhibit A-1

TASK B. City Policy and Standards Review; Demographic Analysis; Trends Report

This task is completed.

TASK C. Existing Parks, Open Space and Recreation Facilities and Programs Inventory/Analysis

Report

The consultant is to refine and complete a comprehensive inventory and analysis of all parks, open spaces, and trails, and is to identify and evaluate programs and services offered by the existing recreation facilities. Consultant shall visit and review all City parks and recreation facilities. The inventory should note the user groups and types of usage for primary facilities and typical usage windows. An analysis of the City's recreational programs is to be performed as part of this task to determine the level of recreational needs currently being met and to identify those recreational areas that are lacking or not being served in Cupertino. Program analysis and user group/usage information may be incorporated into the inventory report or may be provided separately. The inventory and analysis is to include (for each individual park, trail, open space and recreational facility):

- Location
- Size and Boundary
- Use - Neighborhood or Regional e.g.
- History as applicable – from City records (past renovations)
- Current condition
- Facilities – inventory of park and recreational facilities (playgrounds, play fields, ball courts, pools, gyms, trails, restrooms, structures, parking capacity)
- Recreation programs – scheduled programs throughout the year (for programs provided by City)
- Compliance with ADA requirements (see 2015 citywide report)
- Constraints – Consultant to identify any features that compromise the full potential of the park
- Opportunities – Consultant to identify opportunities to expand or enhance recreational opportunities
- Operations and maintenance – Consultant to review with City and maintenance staff, including issues related to current and projected operations and maintenance requirements

- School facilities – Consultant to review school sport field facilities that are available for public use per the City-Cupertino Union School District maintenance and shared use agreement
- Sustainability – Consultant to evaluate opportunities to increase sustainability practices such as reducing turf, energy and water consumption, etc.

Consultant shall review and incorporate park and facility inventory work completed by others. Consultant staff shall perform their own independent evaluation of city parks, sites, facilities and programs. Inventory shall include parks, sites and facilities that are city-owned or city-operated or that City has an opportunity to program. Also included shall be other public or quasi-public sites that are available to the community (such as Rancho Rinconada recreation center).

Consultant shall provide a GIS-based base map of the City suitable for use in geographic evaluation and upcoming tasks. Consultant shall prepare a map exhibit which indicates 'walksheds' to parks and recreation facilities based on ¼ mile and ½ mile distances using the existing street and trail network (or other distances as mutually agreeable). Consultant shall perform a geographic analysis of City parks and facilities and provide conclusions regarding deficiencies or opportunities.

Evaluation of recreation programs/activities shall focus on City-provided recreation and programs or activities that City sponsors, hosts, or otherwise supports. Primary non-City recreation providers shall be noted and their programs summarized.

Consultant shall issue a draft report containing the above-noted content. The report shall include an executive summary that provides an overview of the city setting and summarizes key points and findings. The draft report shall be posted and provided to the Parks and Recreation Commission (see task below). After public and Commission input has been received, Consultant shall incorporate revisions and issue a final report.

Meetings

- Site and Facility Field Reviews with staff

Deliverables

- Existing Parks and Recreation Facilities draft and final reports
- Existing Programs draft and final reports

TASK D. Gather Input and Assess Community Needs

This phase includes the community outreach process, to solicit community input to assist with determining how Cupertino parks, trails, open spaces and recreation facilities can better meet the needs of the community. The community outreach and public input process is integral to the parks, trails and recreation master planning process.

Substantial work for this task has been implemented. Completed tasks include:

- Community-wide survey conducted March-July 2016
- Interviews with a variety of stakeholder groups
- Booths and public outreach at community events including Big Bunny Fun Run, Earth Day and Arbor Day, Cupertino Day, and 4th of July allowing instant feedback regarding desirable facilities, amenities and programs
- Community Workshop in May
- Block Leader Workshop in June
- Regular updates and input opportunities at Parks and Recreation Commission meetings

Consultant shall conduct additional interviews with up to 8 stakeholders or involved parties, which may include elected officials, commissioners, school district representatives or others.

Reports

Consultant shall review draft reports and documentation prepared by others. Consultant shall prepare a report documenting the results of the overall public outreach process, and a report of the community-wide survey results. The report shall include an evaluation of the input that provides context, common themes and priorities, key unmet needs or deficiencies that were identified, conclusions, and an executive summary.

Public Input/Commission Meetings

Two Commission-hosted meetings will be held. The first is expected to focus on a presentation of the inventory and analysis information, and the results and findings from public outreach and the community-wide survey input. Consultant will prepare associated presentation materials (graphics, maps, PowerPoint, etc.). Public and Commission input will be invited.

The second meeting is expected to focus on identifying the community's Vision for the future of our parks and recreation and associated overarching Goals, together with objectives, policies, strategies, and/or actions. The Consultant will provide a draft Vision, goals and objectives which emphasize input from the community outreach efforts. This meeting is expected to be conducted as a less formal workshop or study session format, as a more open and interactive public forum designed to promote interaction. Smaller group discussions may be used, as well as comment sheets to help capture additional ideas as they arise and invite participation by persons not comfortable with public speaking. Consultant will record the comments received and incorporate them into the findings, and adjust the Vision and Goals narratives as appropriate. As mutually agreeable, the Vision and Goals meeting may be combined with the preceding Commission meeting and the time will be used instead for a public meeting or workshop later in the process.

On-line Outreach - Vision and Goals feedback

Following the Vision and Goals meeting, Consultant shall conduct a short, targeted online

outreach effort. This effort will focus on eliciting feedback and comments on the refined Vision and Goals. The intent is to confirm that the Vision and Goals correctly represent community sentiment and to ensure that community members have an additional chance to participate before decision-making which is based on the goals proceeds.

City Council Meeting

Consultant shall prepare and provide an update presentation to the City Council following refinement of the Vision and Goals. The Council meeting may occur as a study session. Presentation shall provide an overview of all work and findings to date and invite Council to weigh in on project progress and the proposed Vision and Goals.

Graphics

Consultant shall provide new, fresh graphics and 'branding' for the Master Plan process which will be incorporated in fliers, website postings, and promotional efforts. Outreach will be ongoing through the City's website. Consultant will provide web-ready uploads for posting, including reports, surveys, and other supporting data. Outreach will include use of social media sites and email notifications. Consultant will engage the broader public through interactive information sharing such as Facebook, Twitter and other platforms. Throughout the master planning process, Consultant shall provide materials such as fliers/notifications, updates, and materials for public information, suitable for website and social media postings and dissemination.

Needs Assessment

Consultant shall prepare a needs assessment and address current, medium and long-term needs of the community for parks and recreation facilities and programs. The needs assessment shall incorporate all manner of previous public input, input from stakeholder, staff, and Commissions, demographic and trends analyses, results of the evaluations of the existing system, local and regional setting, and related factors. Assessment should evaluate parks, open space, trails, facilities, and programs.

An assessment shall also be prepared of the connections to and among park and recreation system destinations, with a focus on the current and proposed bicycle-pedestrian network. The assessment shall also address connections to nearby County and regional parks that are within or in proximity to Cupertino (Rancho San Antonio, Stevens Creek County Park, Fremont Older Open Space Preserve etc.). The intention is that connections themselves can become part of the overall park and recreation system, create an inviting citywide network, and provide an appealing means to be outdoors and to access desirable venues. The 2016 Bicycle Transportation Plan shall be thoughtfully evaluated from a perspective of supporting the parks and recreation system, with a fresh look at how potential projects could be prioritized to support park and recreation goals. Cupertino desires to identify a safe, attractive, robust network of non-vehicular connections that will integrate with and complement the extensive work that has gone into recent bicycle transportation planning efforts.

Opportunities Evaluation – Parks and Recreation

Consultant shall identify opportunities to address needs. Opportunities may include modifying, repurposing, expanding or adding parks, facilities or programs; developing new partnerships or strengthening existing ones; shared-use or joint-use sites or facilities; or other methods. City-operated parks and facilities shall receive special focus. Consultant shall also consider other public and quasi-public sites and facilities for possible opportunities, such as County parks, regional open space preserves, water district creek corridors and percolation pond systems, railroad corridors, and highway and utility corridors.

Consultant shall identify potential opportunities for physical expansion of parks, trails and recreation facilities. Opportunities may include use of existing or available easements and rights-of-way, collaboration with other agencies for access, potential future acquisitions from willing sellers, use of city-controlled or publicly-owned land to create community parks and/or facilities and connect gaps in the existing trail network, and any other opportunities to expand the park and recreation system to address identified needs.

Opportunities Evaluation – Ecological

Consultant shall identify and evaluate ecological opportunities within the existing and potential future citywide parks and recreation system. Ecological opportunities could include varied possibilities (for example, creating or extending healthy greenbelts, habitat areas, pollinator corridors, riparian creek corridors, fresh water sources for wildlife, healthy bird and wildlife populations, potential restoration zones, naturalized landscaping within conventional parks to support wildlife and promote sustainable values, urban tree canopy succession planning, or identifying opportunities for expanded environmental education programs).

Meetings

- Stakeholder meetings/teleconferences
- 1 Parks and Recreation Commission presentation
- 1 Parks and Recreation Commission presentation/workshop
- 1 City Council presentation

Deliverables

- Meeting agendas
- Public Outreach Summary Report
- Community-wide Survey Report
- Vision and Goals Summary Report
- Needs Assessment
- Opportunities Evaluation
- Project-specific graphics and branding
- Meeting materials & presentation, Parks and Recreation Commission meeting
- Meeting materials & presentation, Parks and Recreation Commission workshop
- Presentation and report, City Council meeting

TASK E. Draft Parks, Open Space and Recreation Master Plan Report

This task includes providing all materials needed for preparation of a draft City Wide Parks, Open Space and Recreation Master Plan Report.

Prioritization Criteria

An initial task will be preparation of prioritization criteria. The criteria will be used to evaluate and rank potential improvements to parks, facilities, programs, or elements of the park and recreation system. Draft criteria will be developed in collaboration with the city project team.

Public Input/Commission Meeting

The draft prioritization criteria will be presented at a public meeting hosted by the Parks and Recreation Commission. The meeting is expected to take the form of workshop or a study session which presents the draft criteria and invites active review, feedback and comments, with a goal to develop consensus on the prioritization criteria. The criteria will then be refined based upon public and Commission input. The refined criteria will be brought back to the Commission at the subsequent meeting.

Development of Short, Medium and Long Term Projects and Programs

The Consultant shall develop a draft list of proposed short, medium and long term capital projects and recreation programs ("Project List"), including both renovations and installation of new facilities, and current programs and desirable future programs that span the next approximately two decades. Prioritization criteria shall be used to guide the strategy for implementation. The Project List shall consider at a minimum:

- Areas where outdated or underutilized facilities should be redeveloped
- New and specialized facilities that should be considered
- New key facilities (aquatic center, gymnasium, sport fields, e.g.) that should be considered
- Renovation of playgrounds or facilities that do not conform with ADA standards
- New and expanded recreational programs and associated recommendations

A preliminary evaluation of to assist in prioritizing shall be prepared using prioritization criteria developed previously (see above) and likely the following:

- Cost analysis for proposed items, including capital and operational/maintenance costs for recommended improvements
- Likely usage/groups the project would serve
- Constraints/potential impacts/difficulty for implementation
- Timeline to accomplish goal (short, medium and long-term)
- Phasing recommendations for major projects as appropriate

Public Input Workshop

The needs assessment, opportunities evaluation, associated recommendations and draft Project List will be presented at a public meeting, anticipated as a workshop hosted by or attended by the Parks and Recreation Commission. Public input will be invited. The materials will then be refined based upon input received. The refined needs assessment, opportunities and Project List will be brought back to the Commission for public input and Commission review at a subsequent meeting.

“Toolbox” & Illustrations/Site Plans

Based on preceding tasks and public input, Consultant shall prepare illustrations of design concepts or sample site plans (see Task F below). Design concepts will illustrate sample solutions for a key feature or element of the park and recreation system. Sample site plans may address an individual park and provide a potential conceptual design diagram of potential renovations/modifications.

Consultant shall develop a “toolbox” which identifies desired features and facilities, identifies parameters which indicate suitable or unsuitable settings and identifies potential locations for such features, together with associated lists, matrices, and/or maps. This effort is intended to serve as a tool moving into the future to support community decision-making as individual park sites are renovated or acquired.

Sample site plans developed as part of Task F may be generic or may be specific to a site, per City direction to Consultant. Sites such as Jollyman, Portal, Wilson, and/or Linda Vista parks or others may merit preparation of a conceptual site plan. Note that the Memorial Park/Quinlan/Sports Center/Senior Center area will have more detailed concepts prepared.

For the Memorial Park/Quinlan Community Center/Senior Center/Sports Center area, the Consultant shall prepare two to three Concept Plans and layouts for the property, anticipated as a viable conceptual layout but not as detailed as a schematic design; parking shall be evaluated also. The alternative concepts shall consider different levels of use intensity and site modification.

Public Input Workshops

The draft ‘Tool Box’ and Illustrations/Sample Plans and Memorial Park Area concepts will be presented at up to two public meetings, anticipated as workshops or study sessions hosted by the Parks and Recreation Commission. Public input will be invited. The items will then be refined based upon input received.

Administrative Draft Report

The administrative draft report is to analyze all of the data from the previous tasks and synthesize that information into a comprehensive report as noted below. The consultant is to make recommendations which take into account the current and future needs related to

parks, conditions of existing facilities, and cost of modifications in recommending how the current parks, trails, open space and recreational facilities and recreational programming should be maintained, modified or enhanced to serve short, medium and long range needs of the community. Planning-level cost estimates shall be provided for all options. The findings and recommendations will be reviewed and discussed at a community meeting and with the Parks and Recreation Commission and with the Planning Commission. Consultant is to work with staff and city project team in preparing the Public Draft Master Plan Report. An administrative draft of each major chapter/section of the draft Master Plan and of all exhibits and appendices shall be provided to staff for review. Some specific content of the Master Plan is discussed below.

The Draft Master Plan Report is intended to contain generous use of illustrations, maps, exhibits, charts, and/or photos and visual imagery to supplement narrative sections and help convey findings.

Executive Summary

The draft Master Plan report shall include an Executive Summary which provides an overview of the process, outcomes, and recommendations and discusses all key points, findings and conclusions.

Context & Setting

The draft Master Plan report shall include a section that discusses Cupertino, its existing conditions, setting, related background, and provides a foundation for understanding the Master Plan outcomes.

Vision and Goals

The draft Master Plan report shall include a section that discusses in detail the Vision, Goals and associated objectives, policies or actions.

Analysis Section

The draft Master Plan report is to compile and summarize the analysis aspect of the master planning process.

This section will include content from the Demographic Analysis report to assist in estimating recreation demand and likely participation. Projections will be made for short and medium term stages, and long term expectations noted. The demographic analysis is intended to provide insight into likely programs, activities, and underserved groups for future planning consideration.

This section will include content from the Recreation Trends report regarding state and national trends which have a significant impact on the demand and delivery of recreational services. Planning implications for recreation programs, services and facilities will be identified. Cupertino's demographic trends will be considered in this context and used to help ensure the wider trends analysis findings are relevant to the local community.

The overall Analysis Section is to include information from:

- Analysis and assessment of the parks, trails, open space and recreational facilities and programs
- Demographic analysis and Recreation Trends analyses
- Community meetings input
- Community survey
- Stakeholder and staff input
- Parks and Recreation Commission and public input
- Prioritization criteria to assist in selection of short, medium and long term park, facility and programming improvements

Needs Assessment

The draft Master Plan report will include a Needs Assessment section which may be stand-alone or incorporated into the Analysis section.

Opportunities

The draft Master Plan report will include an Opportunities section which may be stand-alone or incorporated into the Analysis section.

Short, Medium and Long Term Projects and Programs

The draft Master Plan report will identify proposed short, medium and long term capital projects and recreation programs as discussed above. Prioritization criteria shall be included to guide the strategy for implementation. A timeline and budget to accomplish the goals shall be included. This section may be stand-alone or incorporated into another section as appropriate.

Costs and Funding Sources Report

A draft and final study shall be prepared addressing major costs and potential funding sources. The study results regarding funding and revenue shall be included in the Implementation Section below or as otherwise acceptable to City.

Implementation Section

The report is to include an Implementation section. This Section is to include at a minimum:

- Identify areas of possible revenue generation
- Identify potential cost-sharing
- Identify potential sources of funding (note, new fees went into effect July 2016)
- Identify the responsible party or group for achieving the key goals and objectives of the Master Plan
- Identify items that will require additional staffing
- Identify any major anticipated operational or maintenance impacts
- Establish a time frame for accomplishing primary tasks

Public Draft Report

Consultant shall incorporate feedback on the administrative draft report and prepare a Public Draft Report.

Meetings

- Up to 4 Public Input/Commission meetings or workshops (Prioritization Criteria, Needs Assessment/Opportunities/Recommendations, Project List, and Sample Plans/Toolbox)
- 1 City Council meeting

Deliverables

- Prioritization Criteria, draft and final
- Project List (short, medium and long term capital projects and recreation programs), draft and final
- Cost and funding sources study, draft and final
- Other Master Plan elements noted above
- Meeting materials and presentations as needed, for up to 4 Public Input/Commission Meetings or Workshops
- Meeting summaries, for up to 4 Public Input/Commission meetings or workshops
- Meeting materials and presentation, City Council meeting
- Parks, Open Space and Recreation Master Plan, Administrative Draft
- Parks, Open Space and Recreation Master Plan, Public Draft

TASK F. Illustrations/Sample Site Plans

The Consultant shall prepare up to ten illustrations of design concepts or sample site plans. Design concepts will illustrate sample solutions for an important feature or element of the park and recreation system. Sample site plans may address an individual park and provide a potential master plan (conceptual design diagram of potential renovations/modifications) and a written summary of the illustrations/sample site plans.

- New facility or amenities components and suggested location(s)
- Components to be removed if any
- Site improvements
- Pathway/circulation improvements if applicable
- Parking area modifications and approx. capacity
- Sustainable upgrade recommendations
- Cost information will be addressed in Task E.

For the Memorial Park/Quinlan Community Center/Senior Center/Sports Center area, the Consultant shall prepare two to three concept plans and layouts as noted in Task E above.

Deliverables

- Up to 10 Illustrations/Sample Site Plans and written summary, draft and final versions

TASK G. Community Review, Draft Master Plan

The Consultant is to present the Draft Master Plan Report to the community for feedback and input.

Public Input Meeting

The draft Master Plan will be presented at a public meeting, anticipated as a workshop format. Public input and comments will be invited. The input will be provided to Commissioners at subsequent meetings.

Public Input/Stakeholder Meeting

The draft Master Plan will be presented at a second meeting, anticipated as workshop or as a presentation to an involved body such as the Bicycle Pedestrian Commission, Teen Commission, or other group. Public input and comments will be invited. The input will be provided to Commissioners at subsequent meetings.

Meetings

- 2 Public Input meetings or workshops

Deliverables

- Meeting materials, presentation and report, 2 Community meetings or workshops

TASK H. City Commissions & Officials Review, Draft Master Plan

The Consultant is to present the Draft Master Plan Report and Park Master Plans to the City's Commissions and elected officials for input and feedback, anticipated to be in study session formats.

Commission Meetings

The draft Master Plan together with public input will be presented to the Planning Commission, or possibly a joint Planning-Parks and Recreation Commission meeting, for Commission feedback and further public input.

The draft Master Plan together with public input will be presented to the Parks and Recreation Commission for Commission feedback and further public input.

Consultant shall provide meeting summary for each meeting. Input received and any revisions requested by the Commissions will be forwarded to the City Council.

City Council Meeting

The draft Master Plan together with public and Commission input will be presented to the City Council for review. Consultant shall provide a meeting summary.

Meetings

- 1 Commission meeting (Planning Commission or joint Planning and Planning & Parks and Recreation Commission)
- 1 Parks and Recreation Commission meeting
- 1 City Council meeting

Deliverables

- Meeting agenda, meeting materials & presentations, 2 Commission meetings
- Meeting agenda, meeting materials & presentation, 1 City Council meeting
- Meeting summary reports, one for each meeting

TASK I. Parks, Open Space and Recreation Master Plan, Final Draft and Final

Upon final comment by City bodies, commissions and the community, the Consultant is to revise the Draft Master Plan Report to reflect the input received. This revised document shall be updated as the Final Draft Parks, Open Space and Recreation Master Plan. Upon its completion the consultant shall present the Final Draft Master Plan to the Commission(s) for their review and recommendation and provide the recommended document with any proposed final revisions to City Council for approval.

After City Council action, Consultant shall incorporate any Council-requested revisions and submit the adopted Final Parks, Open Space and Recreation Master Plan.

Meetings

- 1 Parks and Recreation Commission meeting
- 1 Planning Commission or second Parks and Recreation Commission meeting
- 1 City Council meeting, Final Draft Master Plan approval

Deliverables

- Final Draft Parks, Open Space and Recreation Master Plan
- Meeting materials and presentation, 2 Commission meetings
- Meeting materials and presentation, 1 City Council meeting
- Final adopted Parks, Open Space and Recreation Master Plan (4 printed/bound copies; 1 unbound copy; 1 electronic copy in format acceptable to the City)

EXHIBIT A-1

MATERIALS TO BE PROVIDED BY CITY

Materials to be provided by City for Task A include:

- City General Plan/Community Vision 2015-2040
- City Capital Improvement Program 2016-17
- City Comprehensive Annual Financial Report
- Recreation & Community Services Budget
- Stevens Creek Corridor Master Plan (2006 document and new document in prep)
- McClellan Ranch Master Plan, 1993
- McClellan Ranch Master Plan 2012 Update
- McClellan Ranch Preserve, Historic Structures Assessment, January 2014
- Bicycle Transportation Plan, adopted June 2016
- North Vallco Master Plan, 2008
- South Vallco Master Plan, 2008
- South Vallco Connectivity Plan, Dec. 2014
- ADA Self Evaluation and Transition Plan April 2015
- Civic Center Master Plan 2015
- Climate Action Plan January 2015
- Recreation and Community Services Annual Reports
- Facility Use Policy
- Athletic Field Use Policy
- Maintenance & Improvement Agreement for school fields, City and Cupertino Union School District, November 2016
- Park & Recreation Facility available record documents
- Recent Quarterly Recreation Brochures
- Trail Plans & Assoc. Feasibility Studies (Saratoga Creek Trail; Stevens Creek Trail; Don Burnett Bridge and Homestead Road to Mary Avenue Trail)
- Countywide Trail Prioritization and Gaps Analysis 2015
- City standard details and specifications
- City of Cupertino Community Surveys (aka Godbe Research surveys)

EXHIBIT B

SCHEDULE OF PERFORMANCE

A detailed performance schedule will be developed as part of Task A.

The overall project schedule includes:

Council authorizes negotiation of services agreement:	January 2017
Begin Task A:	February 2017
Begin Task C:	February 2017
Begin Task D:	March 2017

Task I is anticipated to occur by early 2018, but may be adjusted during development of schedule.

EXHIBIT C COMPENSATION

COMPENSATION for Basic Services

Task A	\$ 2,400
Task B	0
Task C	36,000
Task D	35,300
Task E	72,800
Task F	7,100
Task G	9,500
Task H	13,200
Task I	<u>18,400</u>
Subtotal, Services, Tasks A - I	\$194,700
Reimbursable Expenses Allowance	<u>\$14,900</u>
Basic Services, Not to Exceed:	\$209,600
Additional Services Allowance:	<u>\$40,000</u>
TOTAL CONTRACT, Not to Exceed:	\$249,600

An allowance for Additional services is provided, to be expended only upon advance City authorization, in writing, for work outside the scope of basic services.

Potential Additional Services are noted below.

- Detailed program analysis of programs provided by other non-City providers.
- Create and host a stand-alone project website.
- Prepare for and attend additional public or Commission meeting.