

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
WRT, LLC
FOR
THE COMPREHENSIVE PARKS MASTER PLAN**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and WRT, LLC ("Consultant") (together sometimes referred to as the "Parties") as of July 10, 2023 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, the date of completion specified in Exhibit A whichever is later, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.
- 1.6 **Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless

currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Three Hundred Seventy-Nine Thousand, Six Hundred Twelve Dollars (\$379,612.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and shall not exceed \$16,100.00. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the

California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program. Contractor shall comply with all requirements provided by City related to the online insurance document management program.

4.6 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. **STATUS OF CONSULTANT.**

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the

California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Ely Hwang, Recreation Services Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

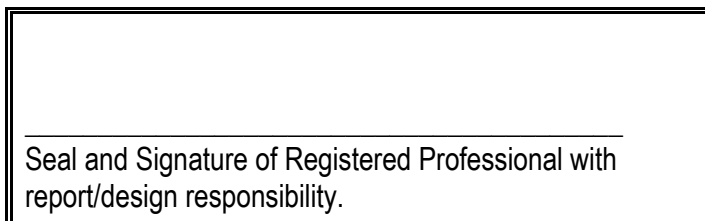
10.10 Notices. Any written notice to Consultant shall be sent to:

WRT, LLC
c/o John Gibbs
478 Tehama Street, Suite 2B
San Francisco, CA 94103
jgibbs@wrtdesign.com

Any written notice to City shall be sent to:
City of San Leandro, Recreation Division, CMO
c/o Ely Hwang, Recreation Manager
15301 Wicks Boulevard
San Leandro, CA 94579

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.


CITY OF SAN LEANDRO

DocuSigned by:

A3B5825AD7A4495
for

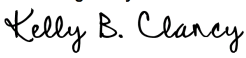
Frances Robustelli, City Manager

WRT, LLC

DocuSigned by:

28C80F476AA643E...

John Gibbs | Principle-in-Charge

Attest:

DocuSigned by:

F21D2C6C07F54B0...

Kelly B. Clancy, City Clerk

Consultant's DIR Registration Number
(if applicable)

Budget Approved: x

Approved as to Fiscal Authority:


DocuSigned by:

0FC09F52127D429...

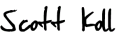
For
Michael Yuen, Finance Director

010-61-001-5120
Account Number

Approved as to Form:

DocuSigned by:

7B41538F6D5E470...

Richard D. Pio Roda, City Attorney

DocuSigned by:

97444E47633E4C8...

Scott Koll, Acting Director for Recreation Division

EXHIBIT A

SCOPE OF SERVICES

PROPOSED SCOPE OF WORK

WRT has reviewed the request for proposals and relevant background documents to understand your needs. The following scope of work details our tailored work plan for completing the San Leandro Comprehensive Parks Master Plan over an approximately 12-month schedule. We are suggesting a process where each task builds from the previous one, creating a cohesive structure for completing a successful systemwide parks master plan as well as a site-specific plan for Washington Manor Park. We welcome continued collaboration with the city and the school districts to arrive to the most beneficial approach and phasing for the project.

TASK 1: Project Initiation and Unique Project Outcomes

1.1 Project Kick-off

WRT and Team will facilitate a virtual kick-off meeting with City and school district Staff and any stakeholders that should be invited. We will review the draft scope and schedule and facilitate a conversation about goals, opportunities, and constraints.

We will review the draft engagement plan and note any revisions. The kick-off is an important time to be introduced to Parks and District staff responsible for maintenance, programming, and funding.

1.2 Park Tour with City Staff

WRT and City will conduct an in-person workshop with Staff in the recreation and maintenance divisions of the department to introduce the Team to the parks and transfer Staff knowledge to the Team. We will confirm our assessment approach. It is not necessary to visit each park. Rather, a representative sample to fit within a three-hour period is typically adequate. As part of the meeting, we propose a Staff-guided, tour of other City areas such as redevelopment areas, community activity hubs, neighborhoods, and bayfront trails to learn from Staff more deeply about the setting and broader goal to support. The workshop is designed to make good use of Staff time. Preparation by the Consultant and Staff prior to the meeting is essential.

1.3 School Tour with San Leandro and San Lorenzo Unified School Districts

WRT will conduct a tour with Staff in the recreation and maintenance divisions of the San Leandro and San Lorenzo Unified School Districts to introduce the Team to the Districts' outdoor recreation facilities. It is not necessary to visit each School site.

Rather, a representative sample to fit within a three-hour period is typically adequate.

1.4 Project Schedule/Detailed Work Plan

Based on comments at the kick-off meeting and guidance from City and School District Staff, WRT will finalize a detailed work plan and project schedule including milestones, areas of responsibility, engagement approach, and all information (i.e., background documents, GIS data) to be provided by Staff.

1.5 Advisory Committee Meeting #1

We understand the City and School Districts intend to create an Advisory Committee with representation from stakeholder groups, City and school district decision-makers, and City and school district staff. WRT will introduce the Team and the project at an Initial meeting of this Committee, presenting the draft work plan and engagement strategy and facilitating a discussion about vision and project outcomes.

1.6 Draft Vision, Themes & Project Outcomes

WRT will develop a preliminary vision and themes for the Parks Master Plan, based on the meetings with the project Team and Advisory Committee. This vision may incorporate topics including health, inclusion, environmental stewardship, partnerships, financial soundness, resiliency, and innovation. These themes should stay in view as drivers for the Plan and serve to instill community pride around the potential of the Plan.

Meetings:

- Project kick-off
- Park tour with City Staff
- School facilities tour with San Leandro and San Lorenzo Unified School District Staff
- Advisory Committee meeting

Deliverables:

- Detailed work plan and project schedule
- Draft vision and key themes

TASK 2: Comprehensive Inventory and Analysis

The WRT Team will conduct a background review of relevant plans, confirm the inventory of the City and school districts' existing park and recreation facilities, and undertake a comprehensive analysis of park condition, functionality, and access. We will analyze demographic and recreation trends as they relate to San Leandro, and map the parks and recreation system at the citywide scale.

2.1 Review of Related Policies, Plans, and Programs

WRT and Team will assemble and review City and school districts' existing plans and policies that are relevant to the parks system and recreational offerings, as well as comprehensive long-range plans and related documents. Documents reviewed will include:

- San Leandro 2035 General Plan
- Bicycle and Pedestrian Master Plan
- Shoreline Marina Master Plan
- San Leandro Trees Master Plan
- Bay Fair TOD Specific Plan
- North Area Specific Plan
- East 14th Street South Area Development Strategy
- Annual Budget & Financial Report and Capital Improvement Plan

- 2.2 Inventory and Assessment of Existing Parks, Open Space, and Recreation Facilities** WRT will inventory existing parks and school-based recreation facilities in San Leandro. The inventory will identify park/facility type, acreage, and recreational assets (e.g., fields, courts, picnic areas, walking loops, plazas, and indoor recreation centers). We will also identify open spaces and trails within San Leandro such as the Oyster Bay Regional Shoreline and the San Francisco Bay Trail that are not owned or operated by San Leandro but are of great recreational value to the community. The inventory will allow us to calculate the City's existing recreational level of service in terms of park acreage and individual recreation amenities.

Using a standardized assessment form, WRT will conduct on-site evaluations of each park. Our assessment will address:

- Connectivity, including opportunities to improve pedestrian, bicycle, and vehicular connectivity between parks and other surrounding open spaces.
- The general accessibility of parks, amenities, and facilities for users of all abilities.
- Functionality of each site, taking into consideration the mix and spatial organization of park elements.
- The general condition of each site, taking into consideration paving, planting, and physical assets.

WRT assumes we will also receive all previous facilities assessments conducted by the City and School Districts. Minor gaps in data will be corrected by WRT and provided to the City.

2.3 Inventory and Assessment of Existing School Facilities and Joint-use Agreements

Taking the same approach described above, WRT will inventory and assess existing school district outdoor recreation facilities and assets.

2.4 Demographic & Recreation Trends Analysis

As a member of the WRT Team, PROS will use City of San Leandro projections, if available, and supplement with census tract-level demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI); for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups.
- To determine changes occurring in the City and the region, and assist in making proactive decisions to accommodate those shifts.
- To provide the basis for mapping and service area analysis

Sports, recreation, and outdoor trends will be applied to the local demographic data to assist in determining the potential participation base within the community. We will also describe emerging parks and recreation trends as they relate to development, innovation opportunities, and current state and national standards that will have influence on the Master Plan. For the sports and recreation trends, we utilize the Sports & Fitness Industry Association's (SFIA) 2022 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation.

2.5 Geographic Analysis

WRT will map San Leandro's park and school recreation system, including:

- the distribution of specific recreation amenities;
- proximity of parks and school recreation facilities within a ten-minute walking distance of residents;
- parks and school amenities in the context of environmental indicators, transportation networks, land use, and demographics.

Mapping will reveal service area gaps, environmental challenges and opportunities, and equity implications that can be addressed in the Master Plan.

WRT assumes that the City and the School Districts will provide current and accurate GIS layers for data including park sites (with boundaries and attributes); planned parks; existing and planned trails; public land ownership; and planned land use.

2.6 Advisory Committee Meeting #2

WRT to conduct a virtual meeting to present results and findings from the inventory of existing facilities, demographic, and recreation trends analysis, and mapping.

Meetings:

- Advisory Committee meeting

Deliverables:

- Key Findings from Existing Plans memo
- Inventory and Assessment memo
- Demographic & Recreation Trends memo
- Mapping Analysis

TASK 3: Public Outreach and Engagement

WRT will lead public involvement for the planning process to understand the needs, desires, and interests of the community, with the intention of arriving at a shared, clearly defined vision for City parks and School District recreation facilities. WRT will provide translation services for all outreach materials and meetings in both Spanish and Chinese and other mutually agreed languages as needed. Professional interpreters will also be provided during community workshops and neighborhood and stakeholder meetings where needed. Translation and interpreting costs are built into WRT's reimbursables budget, based on a quote from our partner Accent on Languages. We assume that the City will handle meeting logistics.

3.1 Community Outreach and Engagement Plan

WRT will prepare a community outreach and engagement plan, with input from City and District staff and the Advisory Committee (see Task 1). The Plan will define engagement components, timing, and responsibilities.

3.2 Stakeholder and Focus Groups Meetings (10)

Over a two-day period, WRT and PROS will engage stakeholders in small group meetings with 4-5 people organized around topics (sports, open space/trails, dogs, maintenance, youth, seniors, etc.). Additional meetings with individual stakeholders may also be conducted to ensure we engage hard-to-reach communities. Besides discussing the park system and desired outcomes for the Plan, we will focus on how to engage the community most effectively. Stakeholders who we expect to engage may include:

- Representatives of community organizations that interact with health, safety, and environment, and community building such as the Boys & Girls Club of San Leandro, San Leandro Public Library, Davis Street FRC, Barbara Lee Center, San Leandro High School Social Justice Academy, Community Health for Asian Americans;
- Park and recreation facility users and advocates, including representatives of youth and adult sports groups, Friends of Parks groups, and others.
- Representatives from the City's parks maintenance and programming divisions, the School Districts, Alameda County, and East Bay Regional Park District.
- Members of the Recreation and Parks Commission and City Council.
- Civic and community leaders who are "connectors" and trusted messengers and advisers in the community (for example, former elected officials, school advocates, community activists, and religious leaders.)

3.3 Neighborhood Meetings/Pop-ups/Community Events (up to 6)

WRT, with outreach and engagement support from local community partners, will conduct up to 6 events such as pop-up workshops, presentations at community destinations, or neighborhood/organization meetings. These meetings will provide an opportunity for the community to learn about the project and provide their informed input—in a place where they are already congregating. Pop-up workshops may include displays, interactive games, fact sheets, and comment cards. Presentations could be short and lively, "pecha-kucha" style presentations. We recommend conducting some events early in the process, as part of

the visioning stage, when we can also generate visibility and seed ongoing participation. Pop-ups can be planned to cover the City's six Council districts.

3.4 Statistically Valid Survey on Community Needs (ETC)

Our partner ETC Institute will develop and administer a City-wide community needs assessment survey with a return rate that accurately represents a sampling of the community population to identify community needs and priorities for the parks, recreation facilities, programs, and services. ETC will:

- Design the survey and prepare the sampling plan, in coordination with WRT, City and school district staff. This is expected to include 3 to 4 drafts before approval, and a pilot test to ensure questions are well-understood.
- Administer the survey by a combination of mail and online, through a process designed to achieve a sample of 400 completed surveys. This sample size will provide results that have a margin of error of +/- 5% at the 95% level of confidence.
- Analyze the results. ETC will submit a final report to the City and School Districts that includes an executive summary of the survey methodology and major findings; charts and graphs that show the results of each question; a Priorities-Investment Rating (PIR) analysis that will identify the facilities and programs that should receive the highest priority for investment; tabular data; and a copy of the survey instrument.

3.5 Public Workshops (2)

Two community workshops are envisioned. The first event may introduce the plan, what we've learned in the existing conditions analysis and what we've heard from stakeholders and community members, and provide deeper engagement around community needs. The second workshop may address recommended improvements, the prioritization of projects share the draft Plan's key recommendations. We anticipate these workshops to take place in person, but they may be conducted virtually if preferred.

3.6 Community Ambassadors Program

WRT will work in partnership with local community organizations to ensure that we are able to connect with communities that may be hard to reach and encourage their participation. We propose working with the School Districts to launch a San Leandro Parks Ambassadors program to hire and train youth, community health agents, or others to augment our engagement program with personalized social media, peer-to-peer conversations and tours, and review of materials. We have had initial discussions with the San Lorenzo Unified School District's Health and Wellness Advisory Council. This organization has expressed a strong interest in being part of this process, collaborating with counterparts at San Leandro USD to create a Community Ambassadors program that could grow into a lasting "green team" whose mission would be to nurture and activate San Leandro parks.

The program goals go beyond augmenting participation to empowering youth and families and building capacity in the community. Youth participants for example can include the experience on resumes, college applications, and will benefit from the public speaking opportunities.

San Leandro High School's Social Justice Academy and San Lorenzo High School's Druids environmental club may be great partners for this program.

3.7 Advisory Committee Meeting #3

WRT will present the feedback received in the first stage of community engagement at a virtual meeting of the Advisory Committee. This meeting may cover the results of the stakeholder interviews, the pop-up/neighborhood meetings, the first public workshop, the statistically valid survey, and the Community Ambassadors program,

3.8 Outreach Materials for Print and Digital Media (3)

WRT and Team will create project branding and will design handouts for print and for digital use to support project outreach at each major project milestone.

People lead busy lives or may feel disconnected from public processes; it is important to try to reach people by a variety of means. WRT will leverage both hi-tech and low-tech tools to connect with residents and direct them towards the Parks Master Planning process. WRT will work the City identify a specific set of engagement tools.

3.9 Online Engagement Tool and Updates (3)

In addition to keeping community members up to date about events, it's also important to provide online engagement tools that allow people to share their feedback at their own convenience. There are multiple options available to provide this service that range widely in terms of budget. Many communities find success with easy-to-use tools like online surveys and email blasts. If a stand-alone website with more robust engagement tools is desired, this can also be provided (but is not included in the scope/budget provided here).

Meetings:

- Stakeholder Focus Group Meetings (10)
- Neighborhood Meetings/Pop-ups/ Community Events (6)
- Public Workshops (2)
- Community Ambassador Interviews and Events
- Advisory Committee meeting

Deliverables:

- Statistically-Valid Survey
- Report on Survey Results

- Content for the Project Website, including Online Surveys
- Flyers and Outreach Materials
- Public Workshop and Meeting Materials
- Community Feedback Summaries, by Phase (3)

Task 4 – Gap Analysis & Needs Assessment

WRT and Team will conduct a gap analysis that examines the identified needs of the community and the capacity of existing parks and school recreation facilities to meet those needs. The subsequent findings will inform recommendations and system-wide strategies for:

- Improving existing parks, facilities, and amenities
- Acquiring and/or developing new park sites
- Potential programming and/or partnership opportunities that address community needs

The gap analysis will consider anticipated needs based on local population projections and forecasts, as well as emerging trends and best practices in comparable cities and nationally.

4.1 Comparative Analysis

PROS will conduct a benchmark analysis to compare the City of San Leandro to five(5) other relevant peer agencies of similar size. We will work with the City to identify the key metrics to be surveyed and analyzed, as well as the benchmarked communities.

4.2 Level of Service Evaluation

WRT and PROS Consulting will analyze existing and projected future level of service in terms of acreage, facility square footage, and specific recreational facilities. Park acreage level of service will build on the existing parks and facilities inventory and analysis of existing and projected population using Census data and General Plan and/or Department of Finance projections. We will compare level of service with the standards established in the current General Plan and explore ways in which LOS standards may be reconsidered to better reflect City priorities. Park access level of service and gaps will be based on mapping done in Task 2.

4.3 Programming Assessment

Recreation programs and special events are the backbone of park and recreation agencies. PROS' assessment will review how the City of San Leandro aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings, as well as recommendations for minimizing duplications and collaborate partnerships where appropriate. We will provide insight into recreation program trends from agencies all around the country.

We will determine, rank, and map where San Leandro is lacking programs to prioritize response efforts. The process includes analysis of:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development;
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- Review of program development process
- Backstage support, or service systems and agency support needed to deliver excellent service.

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

4.4 Identify Critical Park and School Site Improvements and Opportunities for Future Parks

Based on the site assessments and geographic analysis conducted in Task 2, WRT will identify strategic opportunities to improve existing parks and school sites, and potential opportunities for future parks, specifically looking at equitably distributing park access where it is needed. Opportunities will include public parks on City owned land or acquired land, publicly accessible open space on private land, joint- use agreements with the school district, mobility gap closure to improve access to adjacent parks, etc.

4.5 Evaluate Opportunities to Leverage Partner Agencies/Entities

WRT will evaluate opportunities for the City and school districts to better coordinate recreation offerings to achieve aligned goals, and where land and programs owned and operated by other agencies can be leveraged.

4.6 Inclusion Assessment

WRT will identify opportunities to make San Leandro's parks and recreation facilities and programs more inclusive to all residents. This analysis will be in the context of an increasing population and considering demographic shifts. Strategies like making the parks accessible by all and incorporating cultural benefits will be an important part of this work.

4.7 Gap Analysis/Needs Assessment Memo

WRT will synthesize the outcomes of the first phase of community engagement, the statistically-valid survey, and each dimension of the analysis described above into a Gap Analysis and Needs Assessment memo.

4.8 Advisory Committee Meeting #4

WRT will present the findings of the Gap Analysis/Needs Assessment to the Advisory Committee.

Meetings:

- Advisory Committee meeting

Deliverables:

- Gap Analysis and Needs Assessment Memo

TASK 5: Washington Manor Park Site-Specific Master Plan

The inventory and assessment, community priorities, and gap analysis/needs assessment will provide a foundation for both the Comprehensive Parks Master Plan, and a site-specific Master Plan for Washington Manor Park. The Washington Manor Park planning effort will include the following components:

5.1 Review of Gap Analysis and Needs Assessment Findings

WRT will revisit and analyze findings from the gap analysis and needs assessment and other foundational work to address and provide specific recommendations as they relate to Washington Manor Park.

5.2 Washington Manor Park Site Analysis

WRT will leverage the park inventory and assessment work completed in Task 2 and conduct more detailed site analysis of the Washington Manor site. We understand that this assessment will draw on existing assessment of buildings and structures, and do not anticipate including architectural expertise on the team. However, we anticipate that civil engineering review will add value, and include CSW/ST2 on the team for this purpose.

5.3 Washington Manor Park Public Workshop (1)

WRT will conduct one public engagement event focused specifically on Washington Manor Park. The goal of the event will be to solicit feedback and comments from community members, residents, and visitors to the park. WRT can present relevant background to create a framework for community members to envision and communicate ideas for change.

5.4 Conceptual Site Plan

Building on the analysis of community needs, physical characteristics of the park, and feedback from the community, WRT will prepare a . concept-level site plan

showing the general location of proposed park elements, facilities, and proposed improvements. The site master plan will be accompanied by a summary of program elements and rough order-of-magnitude capital cost estimates for improvements.

5.5 Advisory Committee Meeting #5

WRT will present the findings of the Washington Manor Park analysis and community engagement to the Advisory Committee, along with our preliminary concept plan for park improvements.

5.6 Staffing, Maintenance, and Cost Recovery Strategies

PROS will establish operational standards and costs for the Washington Manor Park based on set standards for the full park operations. This will include hours of operation, maintenance standards, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. After consultation with the City, operational costs for the park will be finalized along with funding and revenue sources for long-term financial sustainability.

Based on the operational plan for the park, facilities, and related programs and amenities, PROS Consulting will develop a pricing strategy for the park, as well as program services. Pricing strategies could include access fees, program fees, rental space, concessions pricing, and catering for both prime time and non-prime time use. The outcome of the planning process is to provide information for the City to determine what operational model will be needed to provide the park the greatest opportunity for cost recovery based on the City's desired outcomes.

5.7 Funding and Revenue Sources for Long-term Financial Sustainability

WRT and PROS will identify funding options that can be applied to the Master Plan based on community values.

5.8 Site-Specific Master Plan Document

WRT will provide a plan document that summarizes key findings and community priorities; presents the concept plan; summarizes proposed program elements; and identifies staffing, maintenance, and funding strategies.

Meetings:

- Community Workshop
- Advisory Committee meeting

Deliverables:

- Washington Manor Park Concept Plan
- Washington Manor Park Master Plan

Task 6 – Preliminary Recommendations

WRT and PROS will develop a framework of goals, policies, and recommendations to meet the needs of San Leandro residents. We will develop corresponding rough order-of- magnitude estimates of the capital and operational costs(including lifecycle replacement and ongoing maintenance) associated with the physical park system. The analysis will also include funding and staffing requirements for future growth and operation in line with the priority recommendations.

6.1 Framework of Goals and Policies

WRT will develop a framework of goals and policies, building on the initial project visioning and goal setting.

6.2 Park-by-Park Workshop with City Staff

WRT and PROS will conduct a working session where preliminary recommendations for each park site will be considered, with relevant City Staff (Operations and Maintenance, Parks and Recreation, Planning, Finance). This work may be continued and further developed by Parks Staff. Potential future park sites will also be considered and discussed.

6.3 Site-by-Site Workshop with School Districts

WRT and PROS will conduct a working session with involved Staff from the San Leandro and San Lorenzo Unified School Districts to present and discuss preliminary recommendations for school sites and outdoor recreation facilities. This work may be continued and further developed by school district Staff.

6.4 Park Improvement Recommendations and Prioritization

Based on the park-by-park workshops and subsequent further development by Parks and school district staff, WRT will refine and prioritize recommended improvements at each park and school site.

6.5 Advisory Committee Meeting #6

WRT will present the park and school site improvement recommendations at a virtual meeting of the Advisory Committee for discussion.

Meetings:

- Park-by-Park Workshop with City Staff (1)
- School Site Workshop with School Districts (1)
- Advisory Committee meeting

Deliverables:

- Preliminary Recommendations Memo

Task 7 – Final Plan and Implementation Strategy

The Plan will include strategies, priorities, budget support, and funding mechanisms for the short term, mid-term, and long term, as developed during the needs assessment phase of the planning process. Additionally, the final plan will include the following:

7.1 Operational and Maintenance Assessment

PROS will review and refine, if necessary, maintenance protocols for parks to ensure appropriateness, efficiency, and sustainability. We will facilitate a workshop with the City and school district maintenance staff to discuss maintenance practices and principles for the desired maintenance outcomes required for each site. This will include establishing maintenance standards for major elements in parks and recreation facilities, how to determine costs, schedule staff, manage capital improvement lifecycle costs and schedules and how to create more efficiency in use of people, equipment, and supplies to support the desired outcomes. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment managements.

We will also perform an analysis of the current practices of the City and school districts to evaluate their operational situation. This analysis will identify future organization and staffing needs, improved operational efficiencies, policy development, process improvements, system, and technology improvements, and marketing/communication opportunities. This review will include comparison of current policies with national standards of best practice agencies. We will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified.

7.2 Financial Assessment

The Consulting Team will perform analysis to identify the financial situation of the City and school districts over the last five years. The financial analysis will look at budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and revenue forecasts. This analysis will identify the financial situation of the City and school districts with three primary goals:

- Understand the financial dynamics to further advance the understanding of operations gained through the work described above
- Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of the City and school districts to have more useful financial information for strategic decision-making
- Seek opportunities to improve the financial sustainability of the City and school districts including evaluating expenditures and increasing current and new sources of revenue

This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed, or gaps are identified.

7.3 Funding and Revenue Strategies and CIP Support

Funding strategies will be developed based on our analysis of the facilities as well as the national experience brought by the Consulting Team. Funding strategies to be evaluated for recommendations will include:

- Fees and charges
- Foundation support and partnerships
- Endowments/Non-profits
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park acquisition, open space and park and facility development
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs
- Grant opportunities and resources

7.4 Advisory Committee Meeting #7

PROS will present (virtually) the operational and maintenance assessment and financial assessment to the Advisory Committee for discussion.

7.5 Implementation Playbook Development

Upon consensus around recommended improvements, the remaining action plan will be completed with supporting strategies, actions, responsibilities, priorities/timelines, and cost estimates. These strategies will be classified as short- term, mid-term or long-term strategies and priorities. This will be reviewed with City staff in a workshop. We propose a prioritization schedule and methodology used on successful master plans across the United States from previous work. Action plans will be established in the following key areas as it relates to parks and recreation:

Park and Facility Development and Improvements. Recommendations that provide for short- and long-term enhancement of land acquisition. This will include useable and workable definitions and recommendations for designated park and facilities with acreages and parameters defined as appropriate.

Park and Facility Management. Recommendations that provide for short- and long- term enhancement operations and management practices of the City and school districts.

Programs and Services. Recommendations that provide for short- and long-term development and maintenance of programs and services provided by the City and school districts, including opportunities to improve meeting user needs.

Financial and Budgetary Capacity Development. Recommendations that provide for short- and long-term enhancement of the financial and budgetary capacity of the City and school districts related to parks and lands.

Policies and Practices. Specific policies and practices for the City and school districts that will support the desired outcomes of the Master Plan will be detailed.

7.6 Admin Draft Comprehensive Parks Master Plan

WRT will assemble material from each stage of Plan development to create a clear and compelling narrative supporting the Plan's strategic direction and key ideas. The Plan will include the vision, goals and policy framework; a summary of community priorities; the community needs assessment/gap analysis; and the action plan recommendations and funding considerations described above. The Plan will be a reader-friendly document with an emphasis on maps, charts, photos, graphics, and tables to convey information in addition to a descriptive narrative. The Plan will be formatted in such a way that it is easy to update on a routine basis. The Draft will be shared with City and school District staff for review.

7.7 Advisory Committee Meeting #8

WRT will present the Admin draft Comprehensive Parks Master Plan at a virtual meeting of the Advisory Committee for discussion.

7.8 Draft Comprehensive Parks Master Plan

Based on comments from Staff and the Advisory Committee, WRT will make revisions and create a draft Plan for public review.

7.9 Presentations to Decision-Makers

WRT will present the Parks Master Plan at up to four public meetings. These may include the City of San Leandro's Recreation and Parks Commission, City Council, and the Board of Directors of the two participating school districts.

7.10 Final Parks, Recreation + Open Space Master Plan, with Revisions

Upon receipt of the comments (Staff, Commission, School Boards, and City Council) and direction to proceed, WRT and Team will incorporate revisions and prepare the final Plan.

Meetings:

- Advisory Committee meetings (2)
- Planning Commission Meeting
- City Council Meeting
- School Board Meetings (2)

Deliverables:

- One (1) Adobe Portable Document Format (PDF) copy of the Administrative Draft
- One (1) Adobe Portable Document Format (PDF) of the Public Review Draft, incorporating revisions

- One (1) electronic copy in Adobe Portable Document Format (PDF) of the Final Plan

Task 8 – Project Management

8.1 Project Management

WRT will provide ongoing management including schedule maintenance and administration of the contract and invoices. WRT will provide status reports with invoices if needed.

8.2 Regular Project Coordination Meetings with City Staff

WRT will have regular teleconference meetings with Staff; we anticipate these meetings will occur biweekly during the most active phases of the project. Two Consultant/Staff meetings that will benefit from more time and collaboration such as meetings to discuss key submittals, may be done in person. WRT will provide meeting agendas and notes.

Meetings:

- Up to 24 project coordination meetings

Deliverables:

- Schedules
- Invoices

EXHIBIT B**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

San Leandro Comprehensive Parks Master Plan						
WRT Team Fee						
Task	Description	WRT	PROS	ETC Institute	CSW/ST2	Total
1	Project Initiation and Unique Project Outcomes	\$13,367	\$7,200			\$20,567
2	Comprehensive Inventory Analysis	\$62,743	\$5,920			\$68,663
3	Public Outreach and Engagement	\$54,327	\$4,680	\$16,000		\$75,007
4	Gap Analysis and Needs Assessment	\$21,530	\$14,880			\$36,410
5	Washington Park Manor Site-Specific Master Plan	\$37,727	\$7,200		\$7,500	\$52,427
6	Preliminary Recommendations	\$16,438	\$1,440			\$17,878
7	Final Plan & Implementation Strategy	\$52,547	\$16,200			\$68,747
8	Project Management	\$18,774	\$5,040			\$23,814
	Subtotal Labor	\$277,452	\$62,560	\$16,000	\$7,500	\$363,512
	Direct Costs	\$13,000	\$3,100			\$16,100
	Total	\$290,452	\$65,660	\$16,000	\$7,500	\$379,612

EXHIBIT C

INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- E. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.