



AGREEMENT FOR PROFESSIONAL SERVICES

NEXT PRACTICE PARTNERS, LLC

Contract No. 23-RGS-511-101

This AGREEMENT is made and entered into as of the date of execution by the City of Coronado, a California municipal corporation, hereinafter referred to as “CITY” and Next Practice Partners, LLC, hereinafter referred to as “CONSULTANT.” Where the contracting entity is a joint venture such entity is encompassed within the meaning of the term “CONSULTANT.”

RECITALS

The CITY requires the services of a CONSULTANT to provide specialized consultant services for its comprehensive fee study project (the “PROJECT”). These services generally consist of a development of a full cost recovery model, policy plan, and comprehensive fee study. The work to be performed by CONSULTANT shall be referred to herein as the “DESCRIBED SERVICES.”

CONSULTANT represents itself as being a professional consulting firm, possessing the necessary experience, skills, and qualifications to provide the services required by the CITY. CONSULTANT warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified.

On April 4, 2023, the City Council for the CITY approved this AGREEMENT and authorized the City Manager to execute the form of this Agreement.

The CITY’s Director of Recreation and Golf Services shall serve as the CITY’s “Contract Officer” for this AGREEMENT and has the authority to direct the CONSULTANT, approve actions, request changes, and approve additional services.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONSULTANT (collectively referred to as the “PARTIES”) agree as follows:

1.0 TERM OF THE AGREEMENT

1.1 This AGREEMENT shall be effective beginning the day, month and year of the execution of this document by the CITY. The AGREEMENT shall be in effect for a term of one year. The CITY shall have the option to extend the AGREEMENT, if agreed to by the CONSULTANT.

1.2 The CONSULTANT shall commence the performance of the DESCRIBED SERVICES immediately upon execution of this AGREEMENT. Time is of the essence in this AGREEMENT. Failure to meet the schedule contained in this AGREEMENT is a default by the CONSULTANT.

1.3 A delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the DESCRIBED SERVICES. When such delay occurs, CONSULTANT shall immediately notify the CONTRACT OFFICER in writing of the cause and the extent of the delay, whereupon the CONTRACT OFFICER shall ascertain the facts and the extent of the delay and may grant an extension of time for the completion of the DESCRIBED SERVICES when justified by the circumstances. CONSULTANT acknowledges and agrees that delays arising out of or related to COVID-19 or related federal, state or local laws, regulations, orders, rules, policies or guidance will not merit an extension of time. CONSULTANT represents and warrants that it can perform the DESCRIBED SERVICES competently and in a timely fashion and has taken into account circumstances and delays that may occur as a result of or arising out of COVID-19 or applicable laws related thereto in entering into this AGREEMENT.

1.4 This AGREEMENT may be terminated in accordance with the provisions contained in this AGREEMENT.

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK (ATTACHMENT A)

2.1 CONSULTANT shall provide the CITY with the professional services for the PROJECT that are described in ATTACHMENT A and are hereinafter referred to as the "DESCRIBED SERVICES."

2.2 CONSULTANT shall perform all the tasks required to accomplish the DESCRIBED SERVICES in conformity with the applicable requirements of federal, state, and local laws in effect at the time that the DESCRIBED SERVICES are being performed and at the time that the scope of work is substantially completed by the CONSULTANT.

a. The CONSULTANT is responsible for ensuring the professional quality, technical accuracy, and coordination of all services and documents furnished by the CONSULTANT under this AGREEMENT.

b. The CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the DESCRIBED SERVICES. CITY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained despite the use of professional care. Where any condition exists for which the CONSULTANT must make a judgment that could result in an actual condition that is materially different, the CONSULTANT shall advise the CITY in advance and request specific direction.

c. The CONSULTANT shall, without additional compensation, immediately correct or revise any DESCRIBED SERVICES that do not meet the foregoing professional responsibility standards.

2.3 During the term of this AGREEMENT, CONSULTANT shall maintain professional certifications as required in order to properly comply with all applicable federal, state, and local laws. If the CONSULTANT lacks such certification, this AGREEMENT is void and of no effect.

2.4 Conflict of Interest and Political Reform Act Obligations, if determined to be applicable according to ATTACHMENT B – CONFLICT OF INTEREST DETERMINATION. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local Conflict of Interest Ordinance. The level of disclosure categories shall be set by the City and shall reasonably relate to the scope of the DESCRIBED SERVICES.

3.0 PAYMENT AND SCHEDULE OF SERVICES (ATTACHMENTS C AND D)

3.1 CONSULTANT is hired to render the DESCRIBED SERVICES and any payments made to CONSULTANT are full compensation for such services.

3.2 The amount of payment to CONSULTANT for providing the DESCRIBED SERVICES is set forth in ATTACHMENT C. No payment shall be allowed for any reimbursable expenses unless specifically described in ATTACHMENT C.

3.3 Payment for all undisputed portions of each invoice shall be made within 45 days from the date of the invoice.

3.4 The CITY's review, approval or acceptance of, or payment for the services required under this AGREEMENT shall not be construed to operate as a release or waiver of any rights of the CITY under this AGREEMENT or of any cause of action arising out of CONSULTANT's performance of this AGREEMENT, and CONSULTANT is responsible to the CITY for all damages to the CITY caused by the CONSULTANT's performance of any of the DESCRIBED SERVICES.

4.0 CITY'S OBLIGATIONS

4.1 CITY shall provide information as to the requirements of the project, including budget limitations. The CITY shall provide or approve the schedule proposed by the CONSULTANT.

4.2 CITY shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the DESCRIBED SERVICES as shown on the schedule required under ATTACHMENT D.

5.0 SUBCONTRACTING

5.1 The name, phone number, and location of the place of business of each SUBCONSULTANT that the CONSULTANT will use to perform work or render service to the CONSULTANT in performing this AGREEMENT is contained in ATTACHMENT E. No change to or addition of any SUBCONSULTANT shall be made without the written approval of the CITY.

5.2 If CONSULTANT subcontracts for any of the work to be performed under this AGREEMENT, CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of CONSULTANT's SUBCONSULTANTS and for the persons either directly or indirectly employed by the SUBCONSULTANTS, as CONSULTANT is for the acts and omissions of persons directly employed by CONSULTANT. Nothing contained in the AGREEMENT shall create any contractual relationship between any SUBCONSULTANT of CONSULTANT and the CITY. In any dispute between the CONSULTANT and its SUBCONSULTANT, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend, hold harmless and

indemnify the CITY as described in Section 13 of this AGREEMENT, should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

5.3 CONSULTANT shall bind every SUBCONSULTANT to all the terms of the AGREEMENT applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CONTRACT OFFICER. All contracts entered into between the CONSULTANT and its SUBCONSULTANT shall also provide that each SUBCONSULTANT shall obtain insurance policies which shall be kept in full force and effect during any and all work on this project and for the duration of this AGREEMENT. The CONSULTANT shall require the SUBCONSULTANT to obtain all policies described in Section 14 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

6.0 CHANGES TO THE SCOPE OF WORK

6.1 The CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior written approval of the CONTRACT OFFICER. All requests for extra work shall be made by written request for a contract modification submitted to the CONTRACT OFFICER. To be effective, all contract modifications must be in writing and signed prior to the commencement of the work. Fees for additional work will be negotiated on a fixed-fee basis.

6.2 The CITY may unilaterally reduce the scope of work to be performed by the CONSULTANT. Upon doing so, CITY and CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a deductive change order or amendment to the AGREEMENT.

7.0 ENTIRE AGREEMENT

7.1 This AGREEMENT and incorporated attachments set forth the entire understanding of the PARTIES with respect to the subject matters herein. If there are any inconsistencies between the incorporated attachments and this AGREEMENT, the terms of this AGREEMENT control. There are no other understandings, terms, or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of CONSULTANT's default of any covenant or condition hereof, including, but not limited to, failure to timely or diligently prosecute, deliver, or perform the DESCRIBED SERVICES, or where the CONSULTANT fails to perform the work in accordance with the project schedule (ATTACHMENT D), the CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default. Thereupon, CONSULTANT shall immediately cease work and within five (5) working days: (1) assemble all documents owned by the CITY and in CONSULTANT's possession, and deliver said documents to the CITY; and (2) place all work in progress in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.

8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days' written notice to the CONSULTANT. Prior to the fifteenth (15th) day following the giving of the notice, the CONSULTANT shall assemble the completed work product to date, and put the same in order for proper filing and closing, and deliver said product to the CITY. The CONSULTANT shall be entitled to just and equitable compensation for any satisfactory work completed. The CONTRACT OFFICER and CONSULTANT shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

9.0 OWNERSHIP OF DOCUMENTS

9.1 All work products (i.e., documents, data, studies, drawings, maps, models, photographs, and reports) prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the DESCRIBED SERVICES or any phase thereof, as contemplated by this AGREEMENT.

9.2. Contemporaneously with the transfer of such documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.0 STATUS OF CONSULTANT

10.1 CONSULTANT shall perform the DESCRIBED SERVICES in a manner of CONSULTANT's own choice, as an independent contractor and in pursuit of CONSULTANT's independent calling, and not as an employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of the DESCRIBED SERVICES, the CITY only being concerned with the finished results of the work being performed. CONSULTANT shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress as well as receive direction from the CITY. Neither CONSULTANT nor CONSULTANT's employees shall be entitled in any manner to any employment benefits, including, but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the parties that neither CONSULTANT nor its employees are to be considered employees of CITY, whether "common law" or otherwise, and CONSULTANT shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or subcontracted, without the express written consent of the CITY.

12.0 COVENANT AGAINST CONTINGENT FEES

12.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability, or, at the CITY's sole discretion, to deduct from the AGREEMENT the price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13.0 INDEMNITY – HOLD HARMLESS

13.1 To the fullest extent permitted by law, CONSULTANT, through its duly authorized representative, agrees that CITY and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONSULTANT or any other person, and CONSULTANT shall indemnify, protect, and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses, including reasonable attorneys' fees and disbursements (collectively "claims") that arise out of, or pertain to, or relate to this AGREEMENT or the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and SUBCONSULTANTS in the performance of the DESCRIBED SERVICES.

13.2 CONSULTANT's obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense arising from the sole negligence, recklessness or willful misconduct of the CITY or its elected or appointed boards, officials, officers, agents, employees or volunteers.

13.3 CONSULTANT shall provide a defense (with counsel acceptable to CITY) to the CITY's Indemnitees, or, at the CITY's option, reimburse the CITY's Indemnitees for all costs, attorneys' fees, expenses, and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONSULTANT is obligated to indemnify, defend, and hold harmless the CITY's Indemnitees pursuant to this AGREEMENT.

13.4 The provisions of this section 13 shall not be limited by any provision of insurance coverage that the CONSULTANT may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. The provisions of this section 13 are continuing obligations and shall survive expiration or termination of this AGREEMENT.

13.5 PERS Eligibility Indemnification. In the event that any of CONSULTANT's officers, employees, agents, subcontractors, representatives or other persons providing services on CONSULTANT's behalf under this Agreement (collectively "CONSULTANT's PERSONNEL") claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend (with counsel acceptable to CITY), and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of CONSULTANT's PERSONNEL as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT's PERSONNEL providing services under this AGREEMENT shall not qualify for or

become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

13.6 Limitation of CITY Liability. The payment made to CONSULTANT pursuant to this AGREEMENT shall be the full and complete compensation to which CONSULTANT and CONSULTANT's PERSONNEL are entitled for performance of any work under this contract. Neither CONSULTANT nor CONSULTANT's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

13.7 Indemnification for Employee Payments. CONSULTANT agrees to defend (with counsel acceptable to CITY), indemnify and hold harmless the CITY for and against any obligation, claim, suit, or demand for tax, retirement contribution, including any contribution to the Public Employees Retirement System (PERS), Social Security, salary, or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of CONSULTANT or CONSULTANT's PERSONNEL for work done under this AGREEMENT.

14.0 INSURANCE

14.1 CONSULTANT shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the DESCRIBED SERVICES and the results of that work by the CONSULTANT or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

14.2 CONSULTANT shall obtain and, during the term of this AGREEMENT, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance from an insurance company authorized to do business in the State of California in insurable amounts of not less than the amounts listed below. The insurance policies shall provide that the policies shall remain in full force during the life of the AGREEMENT, and shall not be canceled or not renewed without thirty (30) days prior written notice to the CITY from the insurance company. Statements that the carrier "will endeavor" and "failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives," will not be acceptable on insurance certificates. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

14.3 Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

14.3.1 Commercial General Liability (CGL). CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount of \$2,000,000 per occurrence and subject to an annual aggregate of \$4,000,000. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If the CONSULTANT or subcontractor maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the

higher limits maintained by the CONSULTANT and/or their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONSULTANT's primary policy.

14.3.2 Commercial Automobile Liability. CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles, including owned, hired, and non-owned automobiles, written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of no less than \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

14.3.3 Workers' Compensation. CONSULTANT shall maintain Workers' Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

14.3.4 Professional Liability. CONSULTANT shall maintain Professional Liability (errors and omissions) coverage with a limit of no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The policy shall be on a claims made and in the aggregate basis. The CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the DESCRIBED SERVICES; and (2) the policy will be maintained in force for a period of three years after substantial completion of the DESCRIBED SERVICES or termination of this AGREEMENT, whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy. If CONSULTANT maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

14.4 The CITY, its officers, officials, employees, and representatives shall be named as additional insureds on the required general liability and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY. All policies shall contain a provision stating that the CONSULTANT's policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the CITY. This provision shall apply regardless of any language of the general liability and automobile liability policy maintained by the CONSULTANT during the term of this AGREEMENT.

14.5 Before CONSULTANT shall employ any person or persons in the performance of the AGREEMENT, CONSULTANT shall procure a policy of Workers' Compensation insurance as required by the Labor Code of the State of California, or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

14.6 CONSULTANT shall furnish certificates of said insurance and policy endorsements to the CONTRACT OFFICER prior to commencement of work under this AGREEMENT. Failure by the CONTRACT OFFICER to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONSULTANT to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 8.1 above.

14.7 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions, or other relevant factors. The CONSULTANT agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law, or are established by regulations that are binding upon either party to the contract, or are binding upon the underwriter to the contract). Upon request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

14.8 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

14.9 CONSULTANT hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

- a. If the dispute is not resolved informally, then, within five (5) working days thereafter, the CONSULTANT shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the CONTRACT OFFICER.
- b. Within ten working (10) days of receipt of the position statement, the CONTRACT OFFICER shall prepare a response statement containing the CITY's full position and a recommended method of resolution and shall deliver the response statement to the CONSULTANT.
- c. After the exchange of statements, if the dispute is not resolved within ten working (10) days, the CONSULTANT and the CONTRACT OFFICER shall deliver the statements to the Assistant City Manager who shall make a determination within ten working (10) days.

15.2 If the dispute remains unresolved for ten working (10) days following the Assistant City Manager's determination, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law or in equity.

16.0 GENERAL PROVISIONS

16.1 **Accounting Records.** CONSULTANT shall keep records of the direct reimbursable expenses pertaining to the DESCRIBED SERVICES and the records of all accounts between the CONSULTANT and SUBCONSULTANTS. CONSULTANT shall keep such records on a generally recognized accounting basis. At any time during normal business hours, and as often as CITY may deem necessary, the CONSULTANT shall make available to the CONTRACT OFFICER, or the CONTRACT OFFICER's authorized representative, for examination, all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine, and/or reproduce such records. CONSULTANT shall retain such financial and program service records for a period of four (4) years from the completion of the work or after termination or final payment under this AGREEMENT, whichever is later.

16.2 **CONTRACT OFFICER.** The CITY's designated CONTRACT OFFICER has the authority to direct the CONSULTANT, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY under this AGREEMENT shall be the responsibility of the CONTRACT OFFICER. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

16.3 **Governing Law.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a State court in the County of San Diego. CONSULTANT hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

16.4 **Compliance with Laws/Business Certificate.** CONSULTANT and its SUBCONSULTANTS are required to comply with all applicable federal, state and local laws, rules, regulations, orders, policies, protocols and guidance, including, but not limited to, obtaining and maintaining a City Business Certificate during the duration of this AGREEMENT and complying with COVID-19 sanitation protocols, health orders and guidance.

16.5 **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

16.6 **Conflicts between Terms.** If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Attachments, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Attachments, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

16.7 **Non-Discrimination.** CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the

following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

16.8 **Responsibility for Equipment.** [Reserved]

16.9 **Public Works Contract.** [Reserved]

17.0 NOTICES

17.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail. For the purposes hereof, unless otherwise provided in writing by the parties hereto:

- a. The address of the CITY, and the proper person to receive any notice on the CITY's behalf, is:

City of Coronado
Recreation and Golf Services Department
1845 Strand Way
Coronado, CA 92118
Attn.: Tim Farmer, Director of Recreation and Golf Services
Tel. No. (619) 522-2450

- b. The address of the CONSULTANT, and the proper person to receive any notice on the CONSULTANT's behalf, is:

Neelay Bhatt, CEO
1950 E. Greyhound Pass, Ste. 18 #121
Carmel, IN 46033-7730
Telephone No. (740) 591-0225
Neelay.bhatt@benextpractice.com

18.0 PROFESSIONAL CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

18.1 CONSULTANT certifies that CONSULTANT is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of CONSULTANT and all its agents, employees, representatives and SUBCONSULTANTS, and any other person performing any of the DESCRIBED SERVICES.

19.0 ADDITIONAL PROVISIONS

19.1 **Consequential Damages.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

19.2 **Responsibility for Others.** CONSULTANT shall be responsible to the CITY for its services and the services of its SUBCONSULTANTS. CONSULTANT shall not be responsible for the acts or

omissions of any other persons engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

19.3 Representation. The CONSULTANT is not authorized to represent the CITY, to act as the CITY's agent, or to bind the CITY to any contractual agreements whatsoever.

19.4 Third-Party Review of CONSULTANT's Work Product (Peer Review). At the option of the CITY, a review of the CONSULTANT's work product may be performed by an independent expert chosen by the CITY. In such case, the CONSULTANT agrees to confer and cooperate fully with the independent expert to allow a thorough review of the work product by the expert. Such review is intended to provide the CITY with a peer review of the concepts, all pre-design documentation, methods, professional recommendations, and other work product of the CONSULTANT. The results of this review will be furnished to the CITY and shall serve to assist the CITY in its review of the CONSULTANT's deliverables under this AGREEMENT.

19.5 Periodic Reporting Requirements. The CONSULTANT shall provide a written status report of the progress of the work on a monthly basis that shall accompany the CONSULTANT's payment invoice. The status report shall, at a minimum, report the work accomplished to date; describe any milestones accomplished; show and discuss the results on any testing or exploratory work; provide an update to the approved schedule (as set forth in ATTACHMENT D or, if no ATTACHMENT D, as approved by the CONTRACT OFFICER), and if not in accordance with the original schedule, describe how the CONSULTANT intends to get back on the original schedule; describe any problems or recommendations to increase the scope of the work; and provide any other information that may be requested by the CITY. The report is to be of a form and quality appropriate for submission to the City Council.

19.6 Brand or Trade Names. [Reserved]

19.7 Rights Cumulative. All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

19.8 Waiver. No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified expressly in said waiver.

19.9 Severability. In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this AGREEMENT that is found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

19.10 Attachments Incorporated. All ATTACHMENTS referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

THE REMAINDER OF THIS PAGE LEFT BLANK.

20. SIGNATURES

20.1 Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CITY:

CONSULTANT:

By: _____
Tina Friend, City Manager

By: _____
Neelay Bhatt, President & CEO
Next Practice Partners, LLC

Date: _____

Date: _____

APPROVED AS TO CONTENT:

Tim Farmer, Director of Recreation and Golf Services Date

APPROVAL AS TO FORM:

Johanna N. Canlas, City Attorney Date

ATTEST:

Kelsea Holian, Deputy City Clerk Date

ATTACHMENT A – SCOPE OF WORK

I. CONSULTANT’S PROPOSAL

ATTACHMENT B – CONSULTANT CONFLICT OF INTEREST DETERMINATION

ATTACHMENT C – PAYMENT FOR SERVICES

ATTACHMENT D – SCHEDULE OF SERVICES

ATTACHMENT E – LISTING OF SUBCONSULTANTS

ATTACHMENT A
SPECIALIZED CONSULTING SERVICES

Contract No. 23-RGS-511-101

SCOPE OF WORK

CONSULTANT shall provide the CITY with the following professional services for the PROJECT (collectively, the “DESCRIBED SERVICES”) as outlined below and as proposed by CONSULTANT:

CONSULTANT shall complete and produce a comprehensive fee study, develop a cost recovery model and policy plan for Recreation and Golf Services which shall include, but not be limited to:

GENERAL

1. Public Outreach and Engagement:
 - a. Community survey;
 - b. No less than three (3) stakeholder meetings and any additional stakeholder meetings at CONSULTANT’s recommendation and as approved by the CITY in writing in advance;
 - c. Interviews with staff;
 - d. Engagement with Parks and Recreation Commission and participant groups to understand demands and desires and community threshold to withstand fee adjustments;
 - e. Statistically-valid survey.
2. Develop a cost recovery model, inclusive of recreation programs and facilities, golf user fees, park user fees, and tennis/pickleball courts use.
3. Develop a policy plan for cost recovery targets for the Department overall, as well as individual program classifications (youth enrichment, senior health and wellness, etc.) in coordination with City staff, Parks and Recreation Commission, and City Council direction.
4. Analysis of direct and indirect costs of providing a program or service and develop a tool for creating fees for programs based on cost of providing service and cost recovery target with action plan to track ongoing cost recovery.
5. Benchmark analysis of similar agency’s services, facilities, and cost recovery models.
6. Recommend an update to facility use fees.
7. Evaluate and recommend updating facility use policies to align with recommended new framework of administering fees.
8. Create a final report outlining the agreed upon plan, present fees, cost recovery targets, recommended fees, percentage changes, cost recovery percentage, revenue impact, and community feedback from the process and short- and long-term implementations strategies of the plan.
9. Present the final plan and recommendations to the Parks and Recreation Commission.
10. Present the final plan and recommendations, including any feedback from Parks and Recreation Commission, to City Council.
11. All other tasks as proposed in CONSULTANT’S proposal except optional “Internal Staff Organizational Culture Study,” and “Multilingual Outreach.”

CONSULTANT shall provide the CITY with an electronic copy of the final report and plan, including any related tools that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.

PROJECT MANAGEMENT/ADMINISTRATION

The CONSULTANT will assign the CITY a designated project manager or “Principal in Charge” who will oversee all CONSULTANT activities from project implementation to conclusion and management of all sub-providers. This task includes activities such as project start up, minutes, agendas, budget and schedule tracking, ongoing coordination with the consultant team, and providing daily point of contact with the CITY.

CONSULTANT team shall attend all collaboration meetings with the CITY at key milestones in the planning process such as coordination of public participation activities, development of key products and materials and review of analysis and findings.

Attachment 1

ATTACHMENT A
SPECIALIZED CONSULTING SERVICES

COVER SHEET

Name of Firm: Next Practice Partners, LLC.

Mailing Address 1950 E Greyhound Pass STE 18 #121
Carmel, IN 46033-7730


Contact Person: Neelay Bhatt

Telephone 740-591-0225 Email: neelay.bhatt@benextpractice.com

Firm is a: Joint Venture ☐
 California Corporation ☐
 Partnership ☐
 Sole Proprietorship ☐
 Other Limited Liability Corporation

Federal Tax ID: 88-3946519

Firm or Individual Professional Registration Number: _____

 01/27/2023
 Signature of Authorized Representative Date

Neelay Bhatt
 Typed Name of Authorized Representative

 Signature of Authorized Representative Date

 Typed Name of Authorized Representative

Of note: If authorized signatories listed above do NOT match your business registration with the California Secretary of State, please provide documentation from Corporate Officer verifying the individual's delegated authority to bind contracts on behalf of the Agency, along with titles of the signatories and email address.



REQUEST FOR PROPOSAL COMPREHENSIVE FEE STUDY

JANUARY 2023



NEXT PRACTICE PARTNERS
be different

Table of Contents

CHAPTER ONE – COVER LETTER	3
CHAPTER TWO – CONSULTANT'S CAPABILITIES, QUALIFICATIONS, AND PAST EXPERIENCES	4
CHAPTER THREE – KEY PERSONNEL.....	6
CHAPTER FOUR – CONSULTANT'S PROPOSAL	10
CHAPTER FIVE – REFERENCES.....	17
CHAPTER SIX – PROPOSAL FEE/BUDGET	20
CHAPTER SEVEN – SCHEDULE	21

CHAPTER ONE – COVER LETTER

To,

Mr. Tim Farmer

Director of Recreation and Golf Services, City of Coronado,

Ref: Full Cost Recovery Model and Policy Plan and Comprehensive Fee Study

Your Outcomes

As the Department continues to serve a broad range of community needs from recreation to wellness to tennis and golf, it is critical that your policies and practices ensure long term financial sustainability. With increasing costs and greater demand for offerings, there is a need for the Department to ensure its pricing strategies and fees are driven by market demand, a community input-based philosophy and next practices for the future.

Our Experience

We are excited to submit our proposal to partner with the City on this impactful project. Our team is fortunate to have worked with 150+ parks, recreation and golf agencies nationwide including several in California. In Southern California alone, our team members have worked with the City of Chula Vista, City of San Diego, City of Carlsbad, City of San Marcos, City of Poway among others for a variety of cost of service, fee study, benchmarking, and community engagement efforts. This gives us deep insight into the region and helps us further customize an approach for Coronado.

Our staff includes National Gold Medal agencies, NRPA Board Members, California and National Level keynote speakers and thought leaders that can bring in new ideas, trends, and next practices to help Coronado. Our team members have lived and grown up in California and are multicultural and multilingual, which will greatly aid in community outreach.

Our Approach

Our team is committed to the most inclusive plan process so the philosophies and fees and charges recommendations have the most buy-in. Our in-depth focus on data and analytics priorities a living tool that can help staff own and manage this going forward and ensure future recommendations are proactive and not reactive. Additionally, we are not focused on pitching future technology products to the staff but rather help ensure that the process is community driven and the recommendations are defensible.

We welcome an opportunity to further share our approach to support Recreation and Golf Services to continue providing world class experiences to the Coronado community in the most financially sustainable manner possible.



Neelay Bhatt

Founder & CEO

Next Practice Partners

Neelay.Bhatt@BeNextPractice.com / 740 591 0224

CHAPTER TWO – CONSULTANT'S CAPABILITIES, QUALIFICATIONS, AND PAST EXPERIENCES

WHO WE ARE

Next Practice Partners, LLC. is a team committed to building a more inclusive and innovative future for all through planning, training, and technology services.

WHAT WE DO

Master Planning + Strategic Planning+ Business Planning

We believe innovation is not a by-product, but the very essence of a planning process.

We also ensure that inclusion is not optional but an integral part of our approach.

This combination of innovation and inclusion fuels our approach to Master Planning, Strategic Planning, and Business Planning.

We are committed to helping users see their values and unmet needs reflected in the plans and developing plans that aren't just pretty pictures (that are unrealistic) but rather living documents that are financially and environmentally sustainable.

Our team's background with CAPRA visitors, fluency in 6 languages, and our proprietary digital technologies help us provide the most inclusive community engagement possible. In addition, we center empathy and equity at the core of our process through our focus on listening, storytelling, and the user experience.

OUR VISION

A more inclusive and innovative future for all

OUR MISSION

To help communities prepare for what's next

OUR VALUES

Inclusion

+

Innovation

+

Information

=

Inspiration

Attachment 1

Your plans will benefit from our experience on 150+ plans from Anchorage, Alaska to Allentown, Pennsylvania so that your roadmap for the future balances strategic goals and human capital along with infrastructure priorities and political realities.

OUR HISTORY

The Company is founded in 2022 and is headquartered in Carmel, Indiana and our project team members have close to 100 years of experience in the parks, recreation, and sports industries in addition to working with national Gold Medal agencies.

The staff profiled on the following pages will be directly involved in this project. The Founder & CEO has been a national leader in the parks and recreation industry space having served on the Board of the National Recreation and Park Association, spoken at multiple national conferences and even keynoted the California Recreation and Park Society conference and consulted with parks and recreation / community services agencies all over California and nationwide.

The firm has the capacity and resources to undertake this project and has had no lawsuits or pending litigation over the past three years.

OUR EXPERIENCE

At Next Practice Partners, we have a vision to build a more inclusive and innovative world for all and have assembled a team that shares our values and our mission.

Our team has been involved in 150+ Park System Master, Strategic and Business Plans from Anchorage, AK to Allentown, PA, with extensive experience in California. Our team members have grown up in California and are multicultural and multilingual.

We bring private and public sector experiences from Fortune 500 companies such as Disney and Target to national gold medal and award-winning park agencies such as Broward County, FL, Carmel-Clay, IN, Carlsbad, CA, Durango, CO, Gurnee Park District, IL etc. These plans have been successfully implemented and generated significant funding through bonds and referendums ranging from a few million to a quarter billion dollars.

Our team's project experience includes projects all over California including City of San Diego, City of Carlsbad, City of Chula Vista, City of San Marcos, City of San Clemente, Los Angeles County, Riverside County, City of Chino, City of Pasadena, City of San José, City of Fremont, City of Gilroy, City of Walnut Creek, Pleasant Hill Recreation and Park District, City of Benicia, and many others.



CHAPTER THREE – KEY PERSONNEL

OUR TEAM

NEELAY BHATT – PRINCIPAL IN CHARGE

Founder & CEO

Education

Exec. Education Sr. Executives in State and Local Government - Harvard University

Masters in Sports Administration - Ohio University

Masters in Business Administration - Ohio University

Post Graduate Diploma in Advertising & Public Relations - University of Mumbai

Bachelor of Psychology and Economics - University of Mumbai

Mr. Bhatt's career on five continents includes Disney, The Super Bowl, The Olympics, and years of consulting, public speaking, and training. He champions "Ideas Worth Spreading" as the curator for TEDxCollegePark, TEDxIndianapolis, and TEDxIndianapolisWomen, and his service as a trustee for the National Recreation and Park Association sought to ensure "no child was left indoors."

As the Founder & CEO of Next Practice Partners, he combines inclusion and innovation to help agencies prepare for "what's next" through planning, training, and technology solutions. Over his 25-year journey, he has developed business and operations plans for Los Angeles County serving 12 million people, trained Olympic Governing bodies, and co-created the world's largest municipal customer service and leadership training initiative for Chicago Park District's 3000 employees.



His planning work with Atlanta, Broward County, Charlotte-Mecklenburg County, Indianapolis, Las Vegas, and San Diego, among others have recommended facility development and infrastructure improvements totaling over \$2.5 billion, shaping a more equitable and accessible future for all. In addition, he has extensively worked all over California including City of San Diego, City of Carlsbad, City of Chula Vista, City of San Marcos, City of San Clemente, Los Angeles County, Riverside County, City of Chino, City of Pasadena, City of San José, City of Fremont, City of Gilroy, City of Walnut Creek, Pleasant Hill Recreation and Park District, City of Benicia etc.

As a first-generation immigrant raised by three women and a father who always showed up, he hopes to model the same for his two kids. These life experiences are woven into his keynotes on next practices and trends, the art of storytelling, and magical customer service, and have inspired executives, professionals, startups, and students from Charlotte to China and from Switzerland to New Zealand.

JASON ELISSALDE – ASSISTANT PROJECT MANAGER

Senior Project Manager

Education

BA Communication and Media Studies/ Cal State University, Sacramento

Mr. Elissalde has 25 years of experience in training, development, and management both in the private and public sectors. Within his work in the public sector with organizations such as Enterprise Rent-A-Car, and Target; Jason would lead multiple teams and processes; receiving awards and commendations for his work in customer service, operational excellence, data analytics, and fiscal growth.

Born and raised in Sacramento, he would finally find his “Why” in his seven-plus years at Willamalane Park and Recreation District, where he was a key part of their National Gold Medal-winning team and take the lead in their, now, successful CAPRA accreditation process. He was one of their lead analysts and championed the District’s workplace culture, with a focus on staff development and a “mission” focused approach to problem-solving, goal setting, and personal accountability.



A consultant, a CAPRA accreditation visitor, and a passionate Disney fan (ask him about his Tinker Bell story someday) committed to being an ally for those not in the room, he routinely speaks nationally on workplace culture, change management, purpose-driven leadership, and the importance of developing an emotional connection to the work we do and the communities we serve.

TIFFANY WHITE-LAPIERRE – PROJECT SUPPORT

Project Consultant

Education

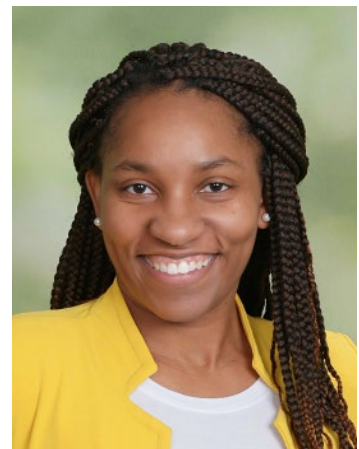
Doctor of Education (anticipated 2023) – University of Illinois, Urbana-Champaign

MA Management – American Public University System

MS Sports Management – American Public University System

BS Recreation, Sport, and Tourism – University of Illinois, Urbana-Champaign

Ms. White-Lapierre is a Chicago native who grew up at Columbus Park on the city’s west side. Her journey into parks and recreation began first as a program participant, then a volunteer and ultimately working her first job as a seasonal lifeguard until leaving for college.



Attachment 1

Her nearly 20-year career as a practitioner in Parks and Recreation spans across the US with experiences in various organizations including special districts, municipalities, and non-profits such as the YMCA and Girl Scouts of America. Ms. White-Lapierre has overseen cultural & fine arts programs, special events, community center operations, resident & day camps, youth & adult sports, afterschool, and teen programs across multiple states.

As an advocate for continued learning and development, she holds a bachelor's degree in Recreation, Sport, and Tourism, along with master's degrees in Sports Management and Human Resource Management. She is a doctoral student completing dissertation work that focuses on the internship experiences of former undergraduate parks and recreation students.

Ms. White-Lapierre is a Certified Park and Recreation Executive (CPRE), holds an Aquatic Facility Operator (AFO) certification, has chaired the National Recreation and Park Association's (NRPA) Certification Board, and serves on the Conference Program Committee.

She regularly presents educational sessions at the local, state, and national levels, while participating in student development opportunities as a guest speaker and panelist. The topics she is most passionate about relate to equity and access, recreation programming, internships, workplace culture, and customer experience.

ESTRELLA SAINBURG – PROJECT SUPPORT

Project Associate

Education

MS 2023 (May)/ City / Urban, Community and Regional Planning - UT Austin

BA Development Studies, minor Global Poverty and Practice - UC Berkeley

Ms. Sainburg focuses on bringing about stronger communities and relationships with our natural environment through park and recreation planning. She is expected to graduate with her Masters in Community and Regional Planning at the University of Texas at Austin in 2023 and has earned her Bachelor of Arts in Development Studies with a minor in Global Poverty and Practice at UC Berkeley while also spending time in Chile at Pontificia Universidad Católica de Chile.



Ms. Sainburg has experience in public service, organizational leadership, project management, community engagement, and strategic planning and is a native Spanish speaker from her Mexican American heritage.

Originally from Los Angeles, California, Estrella grew up at the foothills of the Angels Crest National Forest and is passionate about bridging the gap in access to nature and recreation for underserved communities.

When she's not studying or researching, she is enjoying the beautiful outdoors, visiting family, or exploring parks in different cities. She enjoys biking, dancing, reading, and hanging out with her nieces and nephews.

SUBCONTRACTORS

ETC INSTITUTE

ETC Institute is a 102-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, park and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings.



During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. ETC Institute has conducted research for more major U.S. cities and counties than any other firm.

Core services of the firm involve conducting statistically valid surveys and related market research. ETC Institute has conducted more than 600 surveys for parks and recreation systems in 46 states across the country for a wide variety of projects including parks and recreation master plans, strategic plans, and feasibility studies.

Established in 1992, the principals and associates of ETC Institute helped secure funding for more than \$2 billion of parks and recreation projects.

Partnership: The Next Practice Partners team members and ETC Institute have teamed on more than 100 parks and recreation projects.

CHAPTER FOUR – CONSULTANT'S PROPOSAL

The following are the key outcomes as we understand from the RFP and that our process will help the Department address.



TASK 1: PUBLIC OUTREACH AND ENGAGEMENT

Our team is committed to partnering with you on the entire plan process. We operate in a collaborative manner with ongoing communication and a transparent process, zealously focused on customer service and our success is determined by your success. Our approach includes:

1. Initial Kickoff Meeting
2. Bi-monthly project status meetings
3. Development of a shared living, project plan
4. Shared folders for collaborative work

Attachment 1

5. Regular milestone presentations for key findings
6. Communication with elected and appointed bodies, as appropriate

City Staff Involvement: We see this project as a collaborative process and envision the City staff to be involved throughout through a project manager, as mutually agreed.

Consulting Team Involvement: The Consulting team will ensure the presence of a Principal in Charge and an Assistant Project Manager along with varied support staff throughout the project. Through the bi-monthly meeting structure, meeting agenda and project action plan, we ensure ongoing and transparent communication throughout.



Robust and meaningful public engagement and staff engagement are critical components of this process. Critical community groups to engage include community members, facility users and non-users, program attendees, youth and teens, older adults, people with disabilities, and non-English speakers. The consultant team will work collaboratively with City of Coronado staff and partners to implement a public engagement plan.

The community's input and their values shape our approach towards envisioning the future. We believe that inclusion is not optional and that individuals impacted by the plan need to co-create what the plan includes. Specific tasks include:

- A. **Kick-off** – We will conduct a kick-off meeting with the key staff to determine outcome expectations and key lines of communication and project milestones. This will ensure the project goals and objectives are clear and the data requests, existing conditions etc. are all discussed upfront.
- B. **Review Organization Data** – The Consulting team will review available information for costs, staffing levels, equipment, utilities, supplies, user participation, capital and program budgets etc. to assist with the formulation of the cost-of-service analysis.

This review and report will include creating a clear understanding of current fees and charges guidelines, operational efficiencies, partnership agreements and policies in place, earned income development and dollars earned, volunteer policies, sponsorship policies, and marketing efforts.

Attachment 1

- C. Public Engagement / Advocacy Outreach Strategy** – We will work with staff to develop an initial public engagement and outreach plan to identify all the different avenues, community groups and channels to communication to be utilized. This is a critical step in the process, upfront, to ensure community buy-in for the future.
- D. Key Leadership/Focus Group/Stakeholder Interviews** – The Consulting Team will engage stakeholders, key leaders and staff interviews and discussions through a combination of individual / small group discussions in person and online. We propose to conduct at least 8 stakeholder group interviews to help identify priorities, level of support and threshold for fee increases and avenues for revenue generation in the future. The list of potential interviewees will be determined based on discussion with City staff and should include, but is not limited to:

- City Elected Officials, if needed
- City Staff
- Parks and Recreation Commission
- Diverse Community Groups
- Key Business Leaders
- Key Partners
- Local school officials
- Users and non-users of the system
- Youth / Senior Groups
- Youth Sports organizations
- Others, as determined by staff



- E. (Optional) Multi-lingual Outreach** – Our team includes native speakers of multiple languages including Spanish and will work with other local experts to ensure a truly inclusive environment where language access is not a barrier to participation. We propose to conduct a dedicated focus groups in Spanish for the Hispanic / Latino community members and / or other groups to engage and seek input. This can be determined in conjunction with staff.
- F. Public Workshops** – These meetings are open to all and will be held in spaces to maximize community participation.

These meetings will seek community feedback on fees and charges and educate the community on true cost of services and the importance of financial sustainability for the community.



We propose to conduct at least four (4) public workshops:

Seek Input:

- Two (2) in-person workshops to obtain initial feedback.

Attachment 1

Share Findings and Draft Recommendations:

- Two (2) in-person workshops to share findings and recommendations

Each workshop will have options for live polling through the meeting platform or our digital tools to share input and see results in real time.

- G. Youth / Teen Conversations** – The Consulting Team will specifically engage youth through an online survey or meeting with Youth / Teen Advisory groups. These will ensure the future generations in Coronado are involved in shaping their future.
- H. Special Event / Cultural Event Outreach** – We will partner with City staff to identify the key special events/ cultural events to obtain feedback. This can be done through intercept surveys at the event or a specific booth with staff present. If possible, we could also do a pop-up outreach event at a school / park.
- I. Bi-Lingual Electronic Survey** – The Consulting Team will also create a bilingual online survey administered in English and Spanish through www.surveymonkey.com. This survey will be promoted through the Project website and the City's website and promotional mediums to maximize outreach and response rates.
- J. (Optional) Internal Staff Organizational Culture Survey** - The Consulting Team will evaluate the staff culture to determine organizational readiness and willingness to move forward on key recommendations that could come from the Plan.



The Consultant Team will organize and develop a staff and workforce engagement survey modeled after the Malcolm Baldrige Quality Assessment Survey titled "Are We Making Progress?" which rates the perceptions of individuals regarding leading issues in the workplace.

This survey assessment will be developed based on the survey instrument of the Baldrige National Quality Program, a program of the National Institute of Standards and Technology, which is a component of the U.S. Department

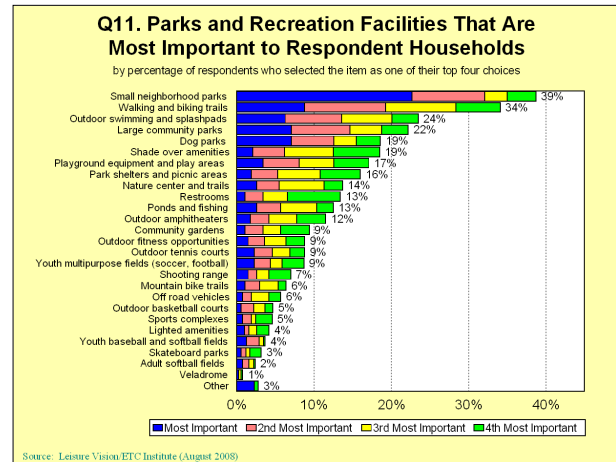


Attachment 1

of Commerce. The questions of the survey are designed to assess the nature and degree of engagement in performing the functions.

- K. (Optional) Multi-lingual Statistically-Valid Survey** – The Consulting Team will work with ETC Institute to perform a random, scientifically valid community-wide household survey to quantify knowledge, need, unmet need, funding priorities and support and threshold of change for fee and charges increases for recreation and golf services.

The survey will be administered by a combination of a mail/phone, will have options for respondents to answer in multiple languages besides English (as determined by the City staff) and will have a minimum sample size of 350 completed surveys at a 95% level of confidence and a confidence interval of +/- 5%.



It will be developed in collaboration with the City staff and ETC Institute will ensure the survey results will statistically represent Coronado residents based on the City's population.

The mailed survey will include a cover letter (on City letterhead) that explains the importance of the survey, encourages participation, and includes an online link to complete the survey. All mailed surveys, including the cover letter, will be printed by ETC Institute.

TASK 2: ANALYSIS OF DIRECT AND INDIRECT COSTS

The Consulting Team will create a framework to analyze direct and indirect costs of providing a program or a service. This tool will help identify the current cost of service and provide a dynamic tool for the staff. In addition, the team will also conduct a financial review of the current policies, pricing, and revenue generation practices of the Department.

TASK 3: DEVELOP A COST RECOVERY MODEL

The Consulting Team will utilize the cost framework and build a dynamic model for cost of service. This will include recreation programs and facilities, golf user fees, park user fees, and tennis/pickleball courts use. Staff will be involved in the creation of the model and will be trained on it to ensure continued use upon project completion.

TASK 4: DEVELOP A POLICY PLAN FOR COST RECOVERY

The Consulting team will co-create a philosophy for classifying existing offerings for youth enrichment, senior health and wellness, etc. This will help staff identify current and future offerings based on a level of exclusivity and benefit and, thus, determine a policy plan to guide cost recovery goals.

The categories will span broad community benefit to broad individual benefit and, thus, determine which ones need the most versus the least level of financial support from the City. This will include input from Parks and Recreation Commission and ultimately City Council direction for staff to implement.

TASK 5: BENCHMARK ANALYSIS OF SIMILAR AGENCIES

The Consulting Team will develop a list of benchmark agencies in partnership with staff and determine the key variables to be included for comparison. These can include similar agencies, facilities, cost recovery models and pricing strategies and policies implemented by others.

The deliverable will be a benchmark comparison report that helps the Department make more informed decisions using the available data.



TASK 6: RECOMMEND AN UPDATE TO FACILITY USE FEES

The Consulting Team will utilize information from community input, existing fees, benchmarking data and the pricing policy to recommend an update to the facility use fees. These will be supplemented with the cost-of-service model to ensure the fees are reflective of the true cost of service and can be adjusted in the future.

Additionally, a variety of differential pricing strategies ranging from prime time / non-prime time, age segments, weekday / weekends, season / offseason, volume, private / non-profit etc. would be recommended.

TASK 7: EVALUATE AND RECOMMEND UPDATING FACILITY USE POLICIES

The Consulting Team will evaluate facility use policies and make recommendations that ensure the updated policy aligns with the new framework for fees and pricing strategies. The key focus will be helping staff manage this in a consistent and user-friendly manner.

TASK 8: CREATE A FINAL REPORT OUTLINING THE AGREED UPON PLAN

The Consulting Team will develop a draft report for staff feedback and then a final report that includes the summary of the process, key findings and recommendations for fees and charges and cost recovery goals, revenue impact, new funding strategies and short- and long-term implementations strategies of the plan. This will include an Executive Summary and Appendices that include all data obtained as a part of the plan process.

TASK 9: PRESENT THE FINAL PLAN AND RECOMMENDATIONS TO PARKS AND RECREATION COMMISSION

The Consulting Team will develop and present the final plan and recommendations to the Parks and Recreation Commission to incorporate their feedback into the process.

Attachment 1

**TASK 10: PRESENT THE FINAL PLAN AND RECOMMENDATIONS TO
CITY COUNCIL**

The Consulting Team will present the final plan and recommendations, including any feedback from the Parks and Recreation Commission to City Council.

CHAPTER FIVE – **REFERENCES**

ATTACHMENT B

SPECIALIZED CONSULTING SERVICES

REFERENCES

Provide at least three (3) references with contact person, telephone number and email address:

Reference 1:

Company: Walnut Creek Arts + Recreation

Contact Person: Mr. Kevin Safine Phone: 925-256-3589
Director Email: safine@walnut-creek.org

Project Title: Walnut Creek Cost of Service Study

Project Description: Led the Cost Recovery and Pricing Plan for Walnut Creek Arts + Recreation Department. This included key leader, user groups, and stakeholder outreach, agency benchmarking, developing pricing policy and cost-of-service criterion, a cost-of service model including true costs, and a final report an recommendations for future fees and charges.

Reference 2:

Company: Chula Vista Parks and Recreation

Contact Person: Ms. Kristi McClure Huckaby Phone: 562-572-6972
(Former) Director Email: kristimcclure7@gmail.com

Project Title: Chula Vista Cost of Service and Pricing Plan

Project Description: Led the Cost Recovery, Resource Allocation and Revenue Enhancement Study for the Recreation Department. This included service classification, identifying true costs, of service for various offerings, community engagement, online surveys, a fee study evaluation, includingfield use rentals and a cost-of-service model with recommendation.

Attachment 1**Reference 3:**

Company: San Jose Parks, Recreation and Neighborhood Service

Contact Person: Ms. Julie Edmonds-Mares Phone: 408-600-4000

(Former) Director Email: jmares13@gmail.com

Project Title: San Jose Pricing Policy

Project Description: Led the Pricing Study for the Parks, Recreation and Neighborhood

Services Department. This included a full review of their pricing and scholarship policies, agency benchmarking, service classification, identifying true costs of service for various offerings, community engagement, a fee study evaluation and recommendations for cost recovery goals.

Attachment 1

CHAPTER SIX – PROPOSAL FEE/BUDGET

City of Coronado Fee Study	NEXT PRACTICE PARTNERS					SUB CONTRACTORS			HOURS	FEES
	Principal	Sr. Project Manager	Project Consultant	Support		ETC				
	\$225	\$175	\$150	\$100		EXPENSES	\$100	EXPENSES		
TASK 1 - PROJECT MANAGEMENT AND COLLABORATION										
A. Kick-Off	4	4	4						12	\$2,200
B. Review Organizational Data	4	4	4						12	\$2,200
C. Public Engagement/Advocacy Strategy	4		0						4	\$900
D. Key Leader / Focus Groups / Stakeholder Interviews	10	10	10						30	\$5,500
E. (Optional) Multi-lingual Outreach	0		4	40					44	\$4,400
F. Public Workshops	8	8	8						24	\$4,400
G. Youth / Teen Conversations	4	4	8	8					24	\$3,600
H. Special Event / Cultural Event Outreach		4	8	16					28	\$3,500
I. Bi-Lingual Electronic Survey		12	24	4					40	\$6,100
J. (Optional) Internal Staff Organizational Culture Survey	24	56							80	\$15,200
K. (Optional) Multi-lingual Statistically-Valid Survey	16	20						130	166	\$20,100
Phase Hours	74	122	70	68	0	334	130	130	464	\$68,300
Phase Labor Fee & Total	\$16,650	\$21,350	\$10,500	\$6,800	\$0	\$55,300	\$13,000	\$13,000		\$68,300
Phase Expense Total					Expenses	\$0	Expenses	\$0	Expenses	\$0
TASK 2 - ANALYSIS OF DIRECT AND INDIRECT COSTS										
A. Financial Review	4	8	16						28	\$4,700
Phase Hours	4	8	16	0	0	28	0	0	28	\$4,700
Phase Labor Fee	\$900	\$1,400	\$2,400	\$0	\$0	\$4,700	\$0	\$0		\$4,700
Phase Expense Total					Expenses	\$0	Expenses	\$0	Expenses	\$0
TASK 3 - DEVELOP A COST RECOVERY MODEL										
A. Develop a Cost Recovery Model	4	8	16						28	\$4,700
Phase Hours	4	8	16	0	0	28	0	0	28	\$4,700
Phase Labor Fee	\$900	\$1,400	\$2,400	\$0	\$0	\$4,700	\$0	\$0		\$4,700
Phase Expense Total					Expenses	\$0	Expenses	\$0	Expenses	\$0
TASK 4 - DEVELOP A POLICY PLAN FOR COST RECOVERY										
A. Develop a policy plan for Cost Recovery	8	8							16	\$3,200
Phase Hours	8	8	0	0	0	16	0	0	16	\$3,200
Phase Labor Fee	\$1,800	\$1,400	\$0	\$0	\$0	\$3,200	\$0	\$0		\$3,200
Phase Expense Total					Expenses	\$0		\$0	Expenses	\$0
TASK 5 - BENCHMARK ANALYSIS OF SIMILAR AGENCIES										
A. Benchmark analysis of similar agencies	4	4	16						24	\$4,000
Phase Hours	4	4	16	0	0	24	0	0	24	\$4,000
Phase Labor Fee	\$900	\$700	\$2,400	\$0	\$0	\$4,000	\$0	\$0		\$4,000
Phase Expense Total					Expenses	\$0		\$0	Expenses	\$0
TASK 6 - RECOMMEND AN UPDATE TO FACILITY USE FEES										
A. Pricing Policy	8	8	0						16	\$3,200
Phase Hours	8	8	0	0	0	16	0	0	16	\$3,200
Phase Labor Fee	\$1,800	\$1,400	\$0	\$0	\$0	\$3,200	\$0	\$0		\$3,200
Phase Expense Total					Expenses	\$0		\$0	Expenses	\$0
TASK 7 - EVALUATE AND RECOMMEND UPDATING FACILITY USE POLICIES										
A. Evaluate and recommend updating facility use policies	8	8	4						20	\$3,800
Phase Hours	8	8	4	0	0	20	0	0	20	\$3,800
Phase Labor Fee	\$1,800	\$1,400	\$600	\$0	\$0	\$3,800	\$0	\$0		\$3,800
Phase Expense Total					Expenses	\$0		\$0	Expenses	\$0
TASK 8 - CREATE A FINAL REPORT OUTLING AGREE UPON PLAN										
A. Create a final report outlining the agreed upon plan	8	16	4						28	\$5,200
Phase Hours	8	16	4	0	0	28	0	0	28	\$5,200
Phase Labor Fee	\$1,800	\$2,800	\$600	\$0	\$0	\$5,200	\$0	\$0		\$5,200
Phase Expense Total					Expenses	\$0		\$0	Expenses	\$0
TASK 9 - PRESENT FINAL PLAN AND RECOMMENDATIONS TO PARKS AND RECREATION COMMISSION										
A. Present Final Plan Recommendations to Parks and Recreation Commission	3	5							8	\$1,550
Phase Hours	3	5	0	0	0	8	0	0	8	\$1,550
Phase Labor Fee	\$675	\$875	\$0	\$0	\$0	\$1,550	\$0	\$0		\$1,550
Phase Expense Total					Expenses	\$0		\$0	Expenses	\$0
TASK 10 - PRESENT THE FINAL PLAN AND RECOMMENDATIONS TO CITY COUNCIL										
A. Present the final plan and recommendations to City Council	3	5							8	\$1,550
Phase Hours	3	5	0	0	0	8	0	0	8	\$1,550
Phase Labor Fee	\$675	\$875	\$0	\$0	\$0	\$1,550	\$0	\$0		\$1,550
Phase Expense Total					Expenses	\$0		\$0	Expenses	\$0
TOTAL FEES (including expenses)					Expenses	\$0	Expenses	\$0	TOTAL FEE WITHOUT OPTIONS	\$60,300
									TOTAL FEE WITH OPTIONS	\$100,200

Attachment 1

CHAPTER SEVEN – SCHEDULE

City of Coronado Fee Study		SCHEDULE							
		1	2	3	4	5	6	7	8
TASK 1 - PROJECT MANAGEMENT AND COLLABORATION									
A.	Kick-Off								
B.	Review Organizational Data								
C.	Public Engagement/Advocacy Strategy								
D.	Key Leader / Focus Groups / Stakeholder Interviews								
E.	(Optional) Multi-lingual Outreach								
F.	Public Workshops								
G.	Youth / Teen Conversations								
H.	Special Event / Cultural Event Outreach								
I.	Bi-Lingual Electronic Survey								
J.	(Optional) Internal Staff Organizational Culture Survey								
K.	(Optional) Multi-lingual Statistically-Valid Survey								
TASK 2 - ANALYSIS OF DIRECT AND INDIRECT COSTS									
A.	Financial Review								
TASK 3 - DEVELOP A COST RECOVERY MODEL									
A.	Develop a Cost Recovery Model								
TASK 4 - DEVELOP A POLICY PLAN FOR COST RECOVERY									
A.	Develop a policy plan for Cost Recovery								
TASK 5 - BENCHMARK ANALYSIS OF SIMILAR AGENCIES									
A.	Benchmark analysis of similar agencies								
TASK 6 - RECOMMEND AN UPDATE TO FACILITY USE FEES									
A.	Pricing Policy								
TASK 7 - EVALUATE AND RECOMMEND UPDATING FACILITY USE POLICIES									
A.	Evaluate and recommend updating facility use policies								
TASK 8 - CREATE A FINAL REPORT OUTLING AGREE UPON PLAN									
A.	Create a final report outling the agreed upon plan								
TASK 9 - PRESENT FINAL PLAN AND RECOMENDATIONS TO PARKS & RECREATION COMMISSION									
A.	Present Final Plan Recomendations to Parks and Recreation Commission								
TASK 10 - PRESENT THE FINAL PLAN AND RECOMMENDATIONS TO CITY COUNCIL									
A.	Present the final plan and recomendations to City Council								

ATTACHMENT B
SPECIALIZED CONSULTING SERVICES

Contract No. 23-RGS-511-101

CONFLICT OF INTEREST DETERMINATION

CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

“CONSULTANT¹” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the CITY to enter into, modify, or renew a contract, provided it is the type of contract that requires CITY approval;
5. Grant CITY approval of a contract that requires CITY approval and to which the CITY is a party, or to the specifications for such a contract;
6. Grant CITY approval of a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the CITY, or for any subdivision thereof; or

(B) Serves in a staff capacity with the CITY and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the CITY that would otherwise be performed by an individual holding a position specified in the CITY’s Conflict of Interest Code.

¹ The City’s Conflict of Interest Code and the Political Reform Act refer to “consultants,” not “contractors.” The City’s professional services agreements might refer to the hired professional as a “contractor,” not a “consultant,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.

DISCLOSURE DETERMINATION:

☒ 1. CONSULTANT/CONTRACTOR will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.

☐ 2. CONSULTANT/CONTRACTOR will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, CONSULTANT/CONTRACTOR shall file, with the City Clerk of the City of Coronado in a timely manner as required by law, a Statement of Economic Interest (Form 700), as required by the City of Coronado Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act.*

Signature	_____	Date	_____
Name	_____	Department	_____
City Attorney Approval of Determination	_____		
City Manager Approval of Determination	_____		

*The CONSULTANT’s disclosure of investments, real property, income, loans, business positions, and gifts, shall be limited to those reasonably related to the project for which CONSULTANT has been hired by the CITY.

ATTACHMENT C
SPECIALIZED CONSULTING SERVICES

Contract No. 23-RGS-511-101

PAYMENT FOR SERVICES

A. PAYMENT FOR SERVICES: Payments to the CONSULTANT for the DESCRIBED SERVICES shall be made in the form of monthly payments due for the percentage of work performed on each Phase as a percentage of the total fee for the Phase. Percentage of completion of a Phase shall be assessed in the sole and unfettered discretion of the CONTRACT OFFICER or his/her designee. All invoices submitted by the CONSULTANT shall show an hourly reconciliation of time spent on each Phase. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is four (4) weeks.

For performance of each Phase or portion thereof as identified below, CITY shall pay a fixed fee associated with the Phase of the DESCRIBED SERVICES in the amount and at the time or milestones set forth. CONSULTANT shall not commence Services under any Phase, and shall not be entitled to compensation for the Phase, unless CITY shall have issued a Notice to Proceed to the CONSULTANT as to the Phase.

<u>PHASE</u>	<u>FIXED FEE FOR PHASE</u>
1. <u>Task 1</u>	<u>\$30,000</u>
2. <u>Tasks 2 - 5</u>	<u>\$30,000</u>
3. <u>Tasks 6-10</u>	<u>\$20,000</u>
TOTAL FIXED FEE	<u>\$80,000</u>

B. REIMBURSABLE SERVICES – None.

ATTACHMENT D
SPECIALIZED CONSULTING SERVICES

Contract No. 23-RGS-511-101

SCHEDULE OF SERVICES

PROJECT SCHEDULE – The Project Schedule shall be appended here.

CONSULTANT agrees to diligently pursue the work described. The following schedule contractually obligates the CONSULTANT to perform all services to meet the time duration for each Phase of work shown:

City of Coronado Fee Study		SCHEDULE							
		1	2	3	4	5	6	7	8
TASK 1 - PROJECT MANAGEMENT AND COLLABORATION									
A.	Kick-Off								
B.	Review Organizational Data								
C.	Public Engagement/Advocacy Strategy								
D.	Key Leader / Focus Groups / Stakeholder Interviews								
E.	(Optional) Multi-lingual Outreach								
F.	Public Workshops								
G.	Youth / Teen Conversations								
H.	Special Event / Cultural Event Outreach								
I.	Bi-Lingual Electronic Survey								
J.	(Optional) Internal Staff Organizational Culture Survey								
K.	(Optional) Multi-lingual Statistically-Valid Survey								
TASK 2 - ANALYSIS OF DIRECT AND INDIRECT COSTS									
A.	Financial Review								
TASK 3 - DEVELOP A COST RECOVERY MODEL									
A.	Develop a Cost Recovery Model								
TASK 4 - DEVELOP A POLICY PLAN FOR COST RECOVERY									
A.	Develop a policy plan for Cost Recovery								
TASK 5 - BENCHMARK ANALYSIS OF SIMILAR AGENCIES									
A.	Benchmark analysis of similar agencies								
TASK 6 - RECOMMEND AN UPDATE TO FACILITY USE FEES									
A.	Pricing Policy								
TASK 7 - EVALUATE AND RECOMMEND UPDATING FACILITY USE POLICIES									
A.	Evaluate and recommend updating facility use policies								
TASK 8 - CREATE A FINAL REPORT OUTLINING AGREE UPON PLAN									
A.	Create a final report outlining the agreed upon plan								
TASK 9 - PRESENT FINAL PLAN AND RECOMENDATIONS TO PARKS & RECREATION COMMISSION									
A.	Present Final Plan Recommendations to Parks and Recreation Commission								
TASK 10 - PRESENT THE FINAL PLAN AND RECOMMENDATIONS TO CITY COUNCIL									
A.	Present the final plan and recommendations to City Council								

ATTACHMENT E
SPECIALIZED CONSULTING SERVICES

Contract No. 23-RGS-511-101

LISTING OF SUBCONSULTANTS

Listed below are any and all SUBCONSULTANTS that the CONSULTANT plans to employ under this AGREEMENT. Include DIR Contractor Registration Numbers where applicable. No change is allowed without the prior approval of the CONTRACT OFFICER.

SUBCONSULTANT: Market Research Firm

ETC Institute

725 W. Frontier Circle

Olathe, KS 66061

(913) 829-1215

info@etcinstitute.com
