

**RESOLUTION NO. 1892**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE COMMUNITY SERVICES DIRECTOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INC. (MIG), TO PROVIDE PROFESSIONAL SERVICES FOR DEVELOPMENT OF A CITYWIDE PARKS AND RECREATION MASTER PLAN AND TO TRANSFER FUNDS TO PROVIDE FOR A CONTINGENCY FUND FOR THE PROJECT.**

WHEREAS, the development of a Parks and Recreation Master Plan will assist in fulfilling fiscal year 2004-05 City Council Goal III, which is to *"Provide Quality Parks, Trails, Bike and Pedestrian Paths and Protect Significant Open Spaces and Natural Areas"*.

WHEREAS, on June 7, 2004, the Wilsonville City Council adopted a budget for the City that includes a FY 2004/05 appropriation of \$114,000.00 to develop a comprehensive citywide Park and Recreation Master Plan (Project No. 9094); and

WHEREAS, the Community Services Director has employed a competitive selection process to provide professional services under a contract with the City for the above referenced project in keeping with the provisions of Section 2.314(14) of the City Code, which states "...all personal services contracts for which the fee is anticipated to exceed \$50,000 will be awarded based on a competitive selection process"; and

WHEREAS, the firm of Moore Iacofano Goltsman, Inc. (MIG) competed in a field of applicants who responded to a City Request for Letters of Interest which was posted in the Daily Journal of Commerce on January 27 and 29, 2004; and

WHEREAS, after reviewing the submitted written materials and conducting interviews on May 5, 2004, staff selected Moore Iacofano Goltsman, Inc. (MIG) as the firm most qualified to be awarded a professional services contract for the project; and

WHEREAS, the cost for Moore Iacofano Goltsman, Inc. to provide the professional services necessary to complete the master plan is estimated at \$100,000.00; and

WHEREAS, Staff has determined that the fees for the services as proposed by Moore Iacofano Goltsman, Inc. are fair and reasonable and prompt execution of the contract for professional services will allow the master plan to be developed in a timely manner; and

WHEREAS, the adopted budget for project #9094 provided \$100,000 for plan development, thus leaving no funds for contingency; and

WHEREAS, the adopted budget for project #9094 also provides \$14,000 for City administration; and

WHEREAS, to provide a contingency it is requested to transfer \$20,000 from project #9099 to project #9094.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:


1. Based on the above recitals, incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize the Community Services Director to sign a Professional Services Agreement between the City of Wilsonville and Moore Iacofano Goltsman, Inc., a copy of which is marked Exhibit "A", attached hereto and incorporated herein, to provide the professional services recited within for the referenced project.


2. Authorize the expenditures for this contract not to exceed the total FY 2004/05 amounts as budgeted or amended from:

<u>Account</u>	<u>Budget Amount</u>
Project #9094 - development	\$114,000.00
Project #9099 - transfer to #9094	
<u>For contingency</u>	<u>\$ 20,000.00</u>
	\$134,000.00

3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular Council meeting thereof this 2nd day of August, 2004, and filed with the Wilsonville City Recorder this same date.

  
\_\_\_\_\_  
CHARLOTTE LEHAN, MAYOR

ATTEST  
  
\_\_\_\_\_  
Sandra C. King, CMC, City Recorder

**SUMMARY OF VOTES:**

Mayor Lehan	Yes
Council President Kirk	Yes
Councilor Holt	Yes
Councilor Scott Tabb	Yes
Councilor Knapp	Yes

**Attachments:**

Exhibit A – Professional Services Agreement  
Exhibit B – Scope of Work

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon (hereinafter referred to as the "City"), and Moore Iacofano Goltsman, Inc. (hereinafter referred to as "Consultant").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

**A. Term**

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

**B. Consultant's Services**

B.1 The Scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit B. All provisions and covenants contained in Exhibit B are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.

B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage

rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

- B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to this public works project.
- B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.
- B.6 Consultant agrees to complete in satisfactory, proper and timely manner the services described in attached Exhibit B.

### **C. Compensation**

- C.1 Except as otherwise set forth in this Section C, City agrees to pay Consultant not more than \$100,000 for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Standard Hourly Rate Schedule attached as Exhibit 1, which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the Scope of the Services described on Exhibit B, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Standard Hourly Rate Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing unless both parties specifically agree to such additional compensation and services.
- C.3 Unless expressly set forth on Exhibit B as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2. Only those reimbursable expenses, which are set forth

on Exhibit B and itemized on Consultant's bills for services, shall be the basis for which payment of those expenses by City shall be owing.

- C.4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services for which City receives an itemized bill within 30 days.
- C.5 City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered by Exhibit B.
- C.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.
- C.7 In the event Consultant's responsibilities as described on Exhibit B have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

**D. City's Project Manager**

City's Project Manager is Peggy Watters. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**E. Consultant's Project Manager**

Consultant's Project Manager is Lauren Schmidt. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such redesignation. In the event that City receives any communication from Consultant of whatsoever nature, which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

**F. Project Information**

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

**G. Duty to Inform**

If at any time during the performance of this Agreement, or any future phase of this

Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local laws, rules, or regulations, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

## **H. Consultant is Independent Contractor**

- H.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City. Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- H.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit B may be performed by those persons identified on Exhibit B and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- H.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section H.
- H.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.

- H.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- H.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.
- H.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

## **I. Indemnity and Insurance**

- I.1 Consultant acknowledges responsibility for liability arising out of and to the extent caused by its negligent performance of this Agreement and the attachments thereto, and all liability resulting from and to the extent caused by the negligent acts, performance or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the Consultant's services performed under this Agreement. As respects Consultant's professional liability (as opposed to Consultant's operations), Consultant shall hold City harmless from and indemnify (but not defend) City from any and all liability, settlements, loss, costs, expenses, reasonable attorney's fees and damages in connection with any loss to the extent caused by Consultant's negligent acts, omissions or errors, or willful misconduct provided pursuant to this Agreement or from Consultant's negligent failure to perform its responsibilities as set forth in this Agreement. The



review, approval or acceptance by City, its Project Manager or City of Wilsonville employees of documents or other services prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with prevailing professional standards and to indemnify City from any and all costs and damages to the extent caused by Consultant's failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.

**I.2 Insurance Requirements and Consultant's Standard of Care.**

I.2.1 Consultant shall provide City with evidence of the following insurance coverage prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Unless specifically set forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

I.2.2 The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.

I.2.3 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.

I.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice except 10 days for non-payment of premium, to the

City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insured. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

I.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:

I.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.

I.2.5.2 Commercial automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and non-owned, or hired vehicles, with \$500,000 combined single limits.

I.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

I.2.5.4 Professional liability insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, City may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs I.2.1, I.2.2, I.2.3, I.2.4 and I.2.5.4.

I.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage identified in items I.2.5.2 and I.2.5.3.

I.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount that may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

## **J. Early Termination**

J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

J.1.1 By mutual written consent of the parties;

J.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the City; and

J.1.3 By Consultant, effective upon seven days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

J.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

J.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.

J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City, which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Section N for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

## **K. Suspension of Work**

City may suspend, delay or interrupt all or any part of the work for such time as the City

deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant.

**L. Subconsultants and Assignments**

L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the Project Manager. The Consultant shall ensure that in all subcontracts entered into by the Consultant pursuant to this contract, the City is named as an express third party beneficiary of such subcontracts with full rights as such. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City.

L.2 City shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the City so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

**M. Access to Records**

The City, Secretary of State's Office of the State of Oregon, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the Consultant, which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts. The City, Secretary of State's Office of the State of Oregon, the Federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this agreement for a period of four years after the completion or termination of this contract.

**N. Work is Property of City**

N.1 Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to completion or termination of this contract and prior to final payment.

Any statutory or common-law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials.

N.2 Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.

**O. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279 to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**P. Adherence to Law**

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract. Consultant agrees that the public contract law provisions contained in ORS chapter 279 shall apply to and govern the performance of this contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses or permits, which the consultant is required by law to obtain or maintain in order to perform work described in Exhibit A, shall be obtained and maintained throughout the term of this agreement.

**Q. Modification**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of

this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks that were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

## **R. Other Conditions**

R.1 Except as otherwise provided in paragraphs R.1.1, R.1.2, and R.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the City of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

R.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

R.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that City's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.

R.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms

employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

R.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

**S. Assignments of Products Rights**

The Consultant hereby assigns to the City all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from the Consultant's work under this Agreement.

**T. Integration**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions.

**U. Miscellaneous / General**

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this agreement as described herein.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this

\_\_\_\_\_ Day of August, 2004.

CITY OF WILSONVILLE:

CONSULTANT:

By \_\_\_\_\_  
Peggy L.R. Watters  
Community Services Director

By \_\_\_\_\_  
Sally McIntyre  
Moore Iacofano Goltsman, Inc.

Mailing Address:  
30000 SW Town Center Loop E.  
Wilsonville, OR 97070

Mailing Address:  
199 East 5<sup>th</sup> Ave. Suite 33  
Eugene, OR 97401

Attest:

Employer ID No. \_\_\_\_\_

---

Sandra C. King  
Agency Recorder

Approved as to form:

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Michael E. Kohlhoff  
Agency Attorney



**CITY OF WILSONVILLE  
PARKS AND RECREATION MASTER PLAN UPDATE  
SCOPE OF WORK**

The purpose of this project is to develop an updated Parks and Recreation Master Plan for the City of Wilsonville that reflects the community's desired future for park and recreation services. This planning effort will be coordinated with the Bicycle and Pedestrian Master Plan, which will be occurring concurrently.

*Project Initiation / Management/ Coordination*

*Task 1: Project Initiation*

The project initiation meeting will be a meeting between the Parks and Recreation Master Plan (P/R) team, the Bicycle and Pedestrian Master Plan (B/P) team, and City staff. The purpose of this meeting will be to refine and schedule public involvement activities and discuss logistics of coordination of the two projects. Lauren Schmitt will attend the meeting on behalf of the MIG Team, and Sally McIntyre can participate via phone conference.

This meeting will include discussion of:

- Planning area boundaries
- The stakeholder list
- Public involvement dates, formats, and coordination
- Citizens Advisory Committee composition
- Survey coordination
- Scheduling and coordination with the Bicycle and Pedestrian Master Plan team.

*Task 2: Project Management*

MIG will provide monthly project review to ensure that the project remains on budget and is meeting schedule requirements. This task includes:

- Project management, coordination and direction to the project team to complete the project on time and within budget.
- MIG review of subconsultant monthly progress and billings, including providing copies of subconsultant bills to the City.
- Providing monthly progress reports to the City's project manager. Reports will detail completed work effort in the preceding month, documentation of issues and concerns and task percent completed and percent spent for the project.
- Review of all documents and submittals to the City to ensure quality control.

*Task 3: Project Coordination Meetings*

Throughout the project, MIG will attend regularly scheduled project coordination meetings with key team members, other consultants, and outside parties as applicable. These meetings are intended to address and resolve project issues as they are encountered. MIG will schedule and attend a maximum of ten (10) project team meetings. In addition to attendance at a 2 hour maximum meeting, MIG will prepare a meeting agenda for each meeting and a 1 to 2 page memo documenting key points and decisions resulting from the meeting. It is envisioned that these meetings will include some overlap with project coordination meetings for the B/P project to discuss agendas for CAC meetings and public workshops, and other joint issues.

**Consultant Products (Tasks 1-3):**

- Participation in Project Initiation meeting
- Participation in up to 10 project coordination meetings, with a meeting duration of up to 2 hours per meeting.
- Agenda for each project coordination meeting (electronic format and 15 hard copies of each agenda).
- 1-2 page memorandum (electronic format) documenting key points and decisions resulting from each project coordination meeting.

*Background Information*

*Task 4: Data Review*

The MIG Team will review existing documents and background information pertinent to the planning effort, as well as any current park/open space information and plans, agency budgets, and information about related City planning efforts. The City will provide pertinent documents for use by the team.

*Task 5: Existing Park and Open Space Mapping*

Using digital information supplied by the City, MIG will prepare a planning map of existing parks and open spaces. The base map will be used for all mapping products for the project. City will coordinate with MIG about the data to be depicted on the map. At minimum, this map will depict:

- Existing park and recreation resources (City-owned, owned by other agencies, and other resources, and private facilities if available);
- Existing natural open space areas and stream corridors;
- Willamette River Greenway and SROZ boundaries; and
- Planning area boundary and sub-areas (if any).

The City will provide digital GIS or AutoCAD files of the City as part of the project initiation. This will include the common base data and format the City wishes to use for both the P/R and B/P planning efforts. \*\*MIG will provide a 30x40 hard copy and a data file for the City to review. Based on consolidated comments received from the City, MIG will create a final digital Existing Park and Open Space map and provide data files for both document and wall size maps to the City of Wilsonville.

***Task 6: Park and Open Space Tour***

MIG and Mayer/Reed will tour representative sites with City staff (the Project Manager and a representative of the parks maintenance staff) to view parks, natural areas and passive and active recreation amenities and facilities in the City, as well as adjacent opportunities. This tour will provide staff with a common knowledge of the park system, its operational issues, and opportunities and constraints that will impact the plan. The City will organize the tour and provide transportation. (4 hour maximum)

Consultant Products (Tasks 4-6):

- Develop Existing Park and Open Space Map (data file, 30x40 hard copy)
- Final Existing Park and Open Space Map (based on one revision) (data files of map in sizes 11x17 and 30x40)
- Attend Park and Open Space Tour

***Existing System Analysis***

***Task 7: Lands Evaluation***

The City will provide MIG a current inventory of park, recreation, and open space lands, as well as City and School District athletic fields. The City will also provide Goal 5 and other natural resource data to the MIG team. Based on the park tour and a review of the inventory data, MIG will prepare an overall evaluation of the park system including its strengths and weaknesses. This will include comments on accessibility of the park system and ADA compliance issues at the sites, but does not include a formal ADA evaluation. As part of this task, Mayer/Reed will conduct an evaluation of existing natural areas and their active and passive recreation potential. Findings will be incorporated into the Existing Park System Analysis report.

***Task 8: Existing Park System Analysis***

MIG will develop a classification system for parks and recreation areas in consultation with the City's Project Manager. The purpose of classifying the parks is to make comparisons with other communities and develop design standards according to their function and size. Based upon this classification system, MIG will analyze the level of service currently provided by the City for parks, natural areas, and both active and passive recreation amenities and facilities. This will include an evaluation of the level of service for hiking trails, picnic areas, wildlife viewing areas, community centers, pools, and soccer, baseball, and softball fields, public gathering space and heritage and cultural opportunities.

MIG will prepare a summary report of the results of the system analysis, incorporating the lands evaluation. This report will also include a brief review of current maintenance and operations procedures and policies, as well as the current cost per acre for maintenance.

A data file of the report will be submitted to the City for review. The City will provide consolidated revisions and comments to MIG at the end of the mutually agreed upon review period. Based on these consolidated comments, MIG will revise the summary report and provide a data file and one hard copy of the revised document to the City of Wilsonville.

*Task 9: Baseline Financial Analysis*

ECONorthwest will conduct a baseline financial analysis that describes current funding and financing methods used to provide parks and recreational facilities in Wilsonville. Data for this task will be provided by the City in digital form (preferably Excel), including: (1) the last five years of actual (not budgeted) revenues and expenditures in relevant funds, (2) the City's current policies for funding and financing parks capital improvements, (3) detailed information for each of the parks associated City funds (4) parks system development charge (SDC) and user fees methodology, (5) voluntary donations, and (6) any other relevant data. The City will also provide data on population (current and coordinated forecast population), property values, or income base upon which a tax rate, charge, or user fee is applied.

The baseline financial analysis will include:

- A description of each revenue source, the level of current rates, and who pays.
- Historical revenues from existing sources, including the value of past grants and donations to the City for parks and recreation services.

ECO will participate in one meeting with the City (including CFO and Development Director) (at ECO's office- TBA) when the City provides the requested data. ECO will prepare a summary report of the results of the baseline financial analysis, submitting it to MIG for initial review. MIG will submit the financial analysis electronically for City review. The City will provide consolidated revisions and comments to MIG and ECO at the end of the mutually agreed upon review period. ECO will revise the summary report based on the City's consolidated revisions and comments, and provide a data file of the revised document to the City of Wilsonville.

Consultant Products (Tasks 7-9):

- Draft Existing Park System Analysis report (data file)
- Final Park System Analysis report (based on one revision) (one hard copy, data file)
- Draft Baseline Financial Analysis report (data file)
- Final Baseline Financial Analysis report (based on one revision) (data file)

***Community Recreation Survey***

***Task 10: Draft Survey Questions***

The survey questionnaire will be a topic on the agenda of one of the first project coordination meetings. At this meeting, MIG will provide examples of potential questions and work with staff to obtain input on the content of the survey. Based on this meeting, MIG will prepare a draft of the survey questions (data file) and submit it to the City for review. This first review is the City's opportunity to revise the content of the survey.

Survey questions may include:

- Population profile information

- Park and facility preferences and needs
- Perceived need and interest for specialized facilities
- Recreation program interests and participation – including both active and passive opportunities.
- Support for funding programs
- Questions will be included for the B/P Master Plan . B/P questions will be provided by staff and data will be transferred to B/P consultants for tabulation and analysis.

In the community survey, MIG typically includes a question regarding recreation participation within your community in approximately 50 recreation activities (of your choice). With this data, MIG can compare Wilsonville's level of participation to participation levels in the communities MIG has previously surveyed, as well as to statewide and national participation trends. These results inform both recreation programming recommendations and park/facility needs and will be used to develop Wilsonville's specific recreation priorities for the draft plan.

***Task 11: Preparation of Survey Instrument***

The City will provide consolidated comments on the draft survey questions to MIG at the end of the mutually agreed upon review period. Based on these consolidated comments, MIG will revise the survey questions and produce the questionnaire in an attractive graphic format. A data file of the survey instrument will be submitted to the City for final review. This review is an opportunity to identify typographical, editorial, or formatting errors.

***Task 12: Survey Administration***

MIG will administer the survey using the mail-out method with a goal of producing a statistically accurate sample with a 95 percent confidence level and maximum error range of approximately 5 percent. MIG will work with subcontractor Northwest Survey & Data Systems (NSDS), Inc., a company specializing in surveys, to administer the survey. NSDS has a survey protocol for mailing which results in a high return rate. Using this protocol, NSDS will randomly select addresses and mail out the surveys with a cover letter and postage-paid return envelope. The address selections will be checked to ensure there is representation from throughout Wilsonville with regard to geography, and include apartment dwellers. Since only one survey will be sent to each address, the cover letter would include instructions to randomly select a household member (likely method will be the most recent birthday) to complete the survey. The specific survey instructions will be refined based on input from City staff. The intent of the survey is to obtain responses from a group that is representative of the City's demographics. The protocol for this survey would be three mailings: the initial mailing of the survey with return envelope and postage, a reminder card, and a second mailing, if necessary.

***Task 13: Survey Data Entry and Analysis***

MIG will enter the survey data into our survey software program and cross-tabulate the data by age and geography. If desired, MIG can customize the cross-tabulations to accommodate City interests.

MIG will provide a data file of the Recreation Survey Analysis for City review. MIG will also provide one hard copy of the raw data tables, as well as the actual surveys.

Consultant Products/Participation (Tasks 10-13):

- Draft Survey Questions (data file)
- Proof of Survey Instrument (data file)
- Selection of Survey Sample
- Survey printing and mailing, with reminder card and follow-up mailing when needed
- Data entry of up to 400 completed surveys
- Raw survey data tables (hard copy)
- Returned surveys
- Recreation Survey Analysis report (data file)

***Community Needs Assessment***

***Task 14: Level of Service Analysis***

Based on information from the community survey, technical analysis, community outreach results, and a service area analysis, MIG will identify park and facility needs in the City for each of the park classification types including active and passive recreation needs. This information will be expressed as recommended standards in terms of acres per 1,000 population. The standards will be developed specifically for Wilsonville and will reflect the realities of land availability, land costs, available funding, and community need and values. The recommended standard will be used to compare the demand with the existing supply to identify existing needs in terms of acres, miles, or number of facilities and accessibility. Future needs will be projected based on projected population growth. As part of this analysis, MIG will prepare service area maps for neighborhood parks and community parks, providing data files and 30x40 hard copies to the City.

***Task 15: Level of Service Analysis for Recreation Facilities***

Based on information gathered from contacts with local organized sports groups and information from the recreation survey, MIG will conduct an analysis of the need for softball, baseball, and soccer fields; gymnasium space for basketball and volleyball; and pool space. MIG will also evaluate need for community centers. The City will be responsible for gathering input from the local organized sports groups and providing it to MIG. MIG will provide a questionnaire to the City for distribution to all local youth and adult softball, baseball, soccer, basketball, and volleyball leagues (at minimum). The City will be responsible for completing the questionnaire for its own organized sports activities. MIG will include in the analysis a discussion of the needs for non-traditional sports such as lacrosse and cricket if team data is provided.

In the analysis, MIG will identify assumptions and make recommendations, such as on policies related to field use. Based on the analysis, MIG will quantify the specific number of fields needed to serve current demand in Wilsonville. This figure will be translated into a recommended level of service for each type of facility that is customized for Wilsonville.

Using the recommended level of service, MIG will project future demand for each of the facilities.

***Task 16: Community Needs Assessment Report***

Based on projected build-out population for the next 20 years, the City's vacant land inventory, and zoning, MIG will identify current and future need for parks and facilities. MIG also will include a discussion of both active and passive and accessible recreation program needs, based on the results of the community survey and public workshops.

All Task 14 and 15 products will be combined into the Community Needs Assessment Report, including the LOS analysis for parks and open space, the LOS analysis for recreation facilities, and recommendations on how to achieve the recommended service levels. In addition, results of the Community Survey and community workshops will be incorporated into the analysis and recommendations. This report will include a discussion on how the standard for each type of park area or recreation facility was developed, the service level assumed, and what it means in terms of additional land or facilities needed. One data file of the report will be provided to the City for review.

Based on consolidated comments received from the City, MIG will revise the report and provide a data file and one hard copy of the document to the City of Wilsonville.

***Task 17: Draft Policies and Recommendations***

MIG and Mayer Reed will develop a draft set of policies and recommendations to guide future park, natural area and active and passive recreation planning, acquisition, development, programming, maintenance and management, including partnerships. MIG will provide a data file of the document to the City of Wilsonville for distribution and review.

Consultant Products (Tasks 14-17):

- Neighborhood Park Service Area Map (data file, 30x40 hard copy)
- Community Park Service Area Map (data file, 30x40 hard copy)
- Natural Area Opportunities Map (data file, 30x40 hard copy)
- Draft Community Needs Assessment report (data file)
- Final Community Needs Assessment report (based on one revision) (data file, one hard copy)
- Draft Policies and Recommendations report (data file)

***Capital Improvement Plan***

***Task 18: Proposed Park and Recreation Resources Map***

MIG will produce a map that identifies the current and future park and recreation system facilities, as described in the CIP and Parks & Recreation Plan. Mayer-Reed will review the map to ensure that natural area recommendations are accurately incorporated. The map will reflect the vision of Wilsonville residents overlaid with realities of the geography, biology, and cultural and historic conditions. MIG will provide a 30x40 hard copy and a data file of the map to the City.

***Task 19: Capital Improvement Plan***

MIG will create a draft five-year Capital Improvement Plan to provide City staff and plan partners with a realistic, detailed list of proposed capital improvements. The draft Capital Improvement Plan will include total costs for all capital projects and actions recommended in the plan. A phasing plan will be developed according to need, possibility of funding, distribution and equity, and other criteria. MIG will provide a data file of the document to the City of Wilsonville for distribution and review. The plan will be sufficiently detailed to support a future SDC study.

Based on consolidated comments received from the City, MIG will create a final CIP and provide a data file of the document to the City of Wilsonville.

***Task 20: Financing Plan***

ECONorthwest will begin the Financing Plan with a baseline financial analysis (Task 9) and a forecast of future revenue that can be generated by existing funding sources and future costs required for operation and maintenance of existing parks and recreation facilities. Data for this task will be provided by the City in digital form (preferably Excel), including: (1) the last five years of actual (not budgeted) revenues and expenditures in relevant funds, (2) the City's current policies for funding and financing parks capital improvements, (3) detailed information for each of the parks associated City funds, (4) parks system development charge (SDC) and user fees methodology, (5) voluntary donations, and (6) any other relevant data. The City will also provide data on population (current and coordinated forecast population), property values, or income base upon which a tax rate, charge, or user fee is applied. If there is any future revenue in excess of future costs, this revenue can be available to fund operation of additional park and recreation services or to finance large capital expenditures for additional parks and recreation facilities.

It is likely, however, that existing revenue sources will not be sufficient to fully fund or finance all of the improvements identified in the Master Plan Update. The Financing Plan will identify additional revenue sources that the City of Wilsonville can use to fund or finance park and recreation improvements. ECONorthwest has extensive experience with public finance in Oregon, and will use this experience to identify a range of taxes, fees, assessments, charges, bonds, and other mechanisms that can be used to fund park and recreation improvements, and the capacity of each of these sources to generate revenue for the City of Wilsonville.

In addition to the usual public funding sources, private donations and public/private partnerships can be an important funding source for park and recreation improvements. ECONorthwest will rely on their extensive experience with land use planning in Oregon to describe how the City can be coordinate its parks and recreation planning with land use planning, growth management, and natural resource conservation to help create win-win situations with private property owners and maximize the potential for private donations and public/private partnerships.



(The Financing Plan will include criteria for selecting funding and financing sources that will result in recommendations on a funding/financing strategy and preferred funding sources for parks and recreation improvements in Wilsonville.)

Consultant Products (Tasks 18-20):

- Proposed Park and Recreation Resources Map (data file, 30x40 hardcopy)
- Draft Capital Improvement Plan (data file)
- Final Capital Improvement Plan (based on one revision) (data file)
- Draft Financing Plan (data file)
- Financing Plan (based on one revision) (data file)

### *Parks & Recreation Master Plan*

#### *Task 21: Draft Master Plan*

Based on the previous tasks and input received, MIG will prepare a Draft Master Plan for staff review. The Plan will incorporate all project results:

- Community Needs Assessment, including planning context;
- Community Survey and workshop results;
- Policies and Recommendations;
- Capital Improvement Plan;
- Financing Plan; and
- Supporting Maps and Exhibits.

MIG will provide one hard copy and a data file of the document to the City of Wilsonville for distribution and review.

#### *Task 22: Final Master Plan*

Based on consolidated comments provided by the City, public comments received during the public hearings and through any public outreach efforts, and Board/Commission/Council direction, MIG will revise the Draft Master Plan and deliver a final Plan to the City. MIG will provide one hard copy, a pdf, and original data files to the City.

#### *Task 23: Project Close-out*

MIG will close out the project and provide the City with project materials, including but not limited to the following: graphics, meeting notes, maps, and digital files.

Consultant Products (Tasks 21-23):

- Draft Park and Recreation Master Plan (one hard copy, data file)
- Final Park and Recreation Master Plan (one hardcopy, PDF, and data files)
- Project materials and data files

### *Community Involvement and Information*

***Task 24: Citizen Advisory Committee Meetings***

Lauren Schmitt of MIG will attend six Citizen Advisory Committee (CAC) meetings during the project. In addition, ECONorthwest and Mayer/Reed will attend one meeting each. The CAC will advise both the Pedestrian and Bicycle Master Plan project and the Park and Recreation Master Plan project. Agendas for meetings will be coordinated among the P/R team, the B/P team, and City staff. P/R Master Plan topics for the CAC include:

- Existing System Analysis;
- Community Needs Assessment;
- Policies and Recommendations;
- CIP;
- Financing; and
- Draft Master Plan.

The City will be responsible for preparing a final agenda from input provided by the P/R and B/P teams, providing copies of the agendas, and facilitating the meetings. The City will also be responsible for contacting CAC members, forwarding work products and agendas to members, providing a meeting room and refreshments, and preparing a synopsis of the meeting. CAC members will be asked to provide comments on the planning work products such as the Community Needs Assessment, and CAC input and direction will be incorporated into the planning effort.

***Task 25: Celebration Days Outreach Assistance***

MIG provided questions to collect information about community park and recreation priorities at the community event scheduled for June 26.

***Task 26: Additional Stakeholder Outreach Consultation***

The City has expressed interest in conducting additional stakeholder outreach to complement other P/R planning community outreach efforts. Potential City outreach efforts include youth and senior focus groups and a speakers' bureau. A small amount of time has been budgeted for MIG to provide assistance to the City with development of outreach materials and other outreach issues. This task may also be used to develop materials or questions for the stakeholder outreach conducted by Alta. This task will be conducted on an on-call basis

**Consultant Products/Participation (Tasks 24-26)**

- Participation in up to 6 Citizen Advisory Committee (CAC) meetings, with a meeting duration of up to 2 hours per meeting
- List of Park and Recreation Master Plan agenda items for each CAC meeting prior to City's agenda deadline
- Data file of Celebration questions
- On-call stakeholder outreach consultation, up to the hours indicated in the project budget.

***Public Workshops/Meetings***

All public workshops/meetings will be joint meetings that address both the Park and Recreation Master Plan and Bicycle and Pedestrian Master Plan. Coordination of the public workshops, including format and agendas, will occur during the project initiation or project coordination

meetings. The MIG Team will be responsible for preparing and presenting information related to the Park and Recreation Master Plan. The Alta Team will be responsible for preparing and presenting information on the Bicycle and Pedestrian Master Plan. City staff will be responsible for creating and printing the agenda, scheduling a meeting location, providing refreshments, and publicizing the meeting.

***Task 27: Citizen Involvement Committee Meeting***

MIG attended the Citizen Involvement Committee meeting on June 3 at the request of the City.

***Task 28: Community Visioning Workshop***

The community visioning workshop will be the kickoff community event for both master planning efforts. The specific workshop format and exhibits will be discussed at the project initiation meeting. The visioning session may include workshop elements or small group discussion elements that address the needs of both planning efforts. After the meeting, MIG will prepare a 1-2 page summary memo documenting key points of the park and recreation component of the workshop and provide a data file to the City. The City will be responsible for publicizing the workshop, arranging a meeting room, and providing refreshments.

***Task 29: Community Workshop: Community Needs Assessment Review***

After the community needs assessment is complete, this workshop will provide community members with an opportunity to review and comment on needs assessment results. The specific format, agenda, and exhibits will be discussed at a project coordination meeting, including coordination with the B/P team. MIG will attend this workshop. After the workshop, MIG will prepare a 1-2 page summary memo documenting key points regarding the park and recreation elements of the workshop and provide a data file to the City. City staff will be responsible for developing the agenda from consultant input, printing the agenda, scheduling a meeting location, providing refreshments, and publicizing the meeting.

***Task 30: Community Workshop: Draft Master Plan Review Meeting***

After the draft master plan is prepared, this workshop will provide community members with an opportunity to review and comment on the plan and its recommendations. The specific format, agenda, and exhibits will be discussed at a project coordination meeting, including coordination with the B/P team. MIG will attend this workshop. After the workshop, MIG will prepare a brief memorandum summarizing the comments received on the plan and provide a data copy to the City. City staff will be responsible for creating and printing the agenda, scheduling a meeting location, providing refreshments, and publicizing the meeting.

***Task 31: Commission/Board/Council Presentations***

MIG will prepare for and attend up to a total of six meetings or workshops with the following:

- Parks and Recreation Advisory Board,
- Planning Commission/Citizen Involvement Committee, and
- City Council.

Sally McIntyre of MIG will attend up to three of the six meetings, and Lauren Schmitt of MIG will attend all six. Carol Mayer-Reed will attend up to two of the six meetings. As part of this task, MIG will prepare two presentations, one addressing the findings of the community needs assessment and the other reviewing the Draft Master Plan. The City will indicate which meetings MIG will attend, and provide direction about appropriate attendance for each of the six meetings or workshops. The City will also be responsible for producing minutes of the meetings.

**Consultant Products/Participation (Tasks 27-30):**

- Participation in Citizen Involvement Committee meetings.
- Participation in Community Visioning Workshop
- 1-2 page memorandum summarizing key points and comments about the Park and Recreation Master Plan (from Visioning workshop) (data file)
- Participation in Community Needs Assessment Review workshop
- 1-2 page memorandum summarizing key points and comments about the Community Needs Assessment (data file)
- Participation in Community Draft Master Plan Review meeting
- 1-2 page memorandum summarizing key points and comments about the Draft Park and Recreation Master Plan (data file)
- Participation in up to six meetings or workshops with the Parks and Recreation Advisory Board, Planning Commission, and City Council.