

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BERRY, DUNN, MCNEIL & PARKER, LLC, a Maine limited liability company qualified to do business in California (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for a Comprehensive Program and Fee Study (hereinafter "Project") as set forth in the Scope of Services attached hereto as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time for Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

### **Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

### **Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

### **Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

### **Section 2.6 Term**

The term of this Agreement commences on August 20, 2025 and terminates upon the completion of the Scope of Services or on August 19, 2026, whichever occurs first.

### **Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional one (1) year extension(s); provided, City gives Contractor no less than thirty (30) days written

notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed two (2) year(s).

### **ARTICLE 3** **COMPENSATION**

#### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2 Prevailing Wage**

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

#### **Section 3.3 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.4 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.5    (AB 626) Public Contract Code Section 9204 – Public Works Project**  
**Contract Dispute Resolution Procedure**

Section 9204 of the California Public Contract Code (the “Code”) provides a claim resolution process for “Public Works Project” contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

**Definitions:**

“Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A)     A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(B)     Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C)     Payment of an amount that is disputed by the City.

“Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

**Claim Resolution Process:**

(1)     All Claims must be properly submitted pursuant to the Code and include reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2)     If the claimant disputes the City’s response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any

payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures the Code.

### **Section 3.6 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

##### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

##### **Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

##### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Christina Jaromay, PRCS Director

To CONTRACTOR: Berry, Dunn, McNeil & Parker, LLC  
                                 4722 North 24<sup>th</sup> St., Suite 250  
                                 Phoenix, AZ 85016  
                                 Attn: Lisa Paradis, Principal

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's



fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**Section 4.22 Counterparts and Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

**ATTEST:**

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

\_\_\_\_\_  
JAMES LINDSAY  
Acting City Manager

**APPROVED AS TO FORM:**

BERRY, DUNN, MCNEIL & PARKER, LLC, a  
Maine limited liability company qualified to  
do business in California

By: \_\_\_\_\_  
for KATIE O. LUCCHESI  
City Attorney

By: \_\_\_\_\_  
Name: LISA PARADIS  
Title: Principal

**Attachments:**

**Exhibit A/B – Scope of Services & Fee Proposal**

**Exhibit C – Insurance Requirements**

**Exhibit – Federal Transit Funding Conditions (if applicable)**

**Funding Source:** 20070001.72450  
**(Business Unit & Account No.)**

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)

# City of Lodi Parks, Recreation and Cultural Services

## Request for Qualifications for Comprehensive Program and Fee Study

### EXHIBIT A - SCOPE OF SERVICES

1. Financial Analysis:
  - Review and analyze current financial statements, budgets, and funding sources.
  - Evaluate historical financial performance and trends.
  - Assess the cost-effectiveness of current programs and services.
  - Assess cost-benefits and effectiveness of current partnership models and impacts to department's financial sustainability.
2. Revenue Generation:
  - Identify potential new revenue sources, including grants, partnerships, sponsorships and user fees.
  - Recommend strategies to enhance existing revenue streams.
3. Expenditure Optimization:
  - Analyze current expenditure patterns and identify areas for cost savings.
  - Recommend operational efficiencies and best practices.
4. Benchmarking and Comparisons:
  - Compare the department's financial performance with similar municipalities i.e. San Joaquin and Sacramento Counties.
  - Identify best practices from comparable parks and recreation departments.
5. Meetings and Community Engagement:
  - Meet with department and city staff as necessary through completion of the study.
  - Attend various stakeholder groups i.e. Lodi Parks and Recreation Commission, Lodi Unified School District, Hutchins Street Square Foundation, etc.
  - Facilitate community meetings to gather input from the community, staff and other stakeholders.
  - Incorporate feedback into the study's recommendations.
6. Park, Facility and Program(s) Assessment:
  - Solicit feedback from user groups i.e. by way of surveys or public input meetings or other method, to determine demand of current and future programs.
  - Solicit feedback from community on parks and facilities.
  - Develop needs assessment for future facility and program development.
7. Strategic Planning:
  - Develop short-term and long-term financial sustainability plans.
  - Provide actionable recommendations and implementation strategies.
8. Program and User Fee Analysis:
  - Assess department's current fee setting methodology.
  - Determine appropriate cost recovery amounts based on tiers.
  - Assess whether current subsidies granted to youth, seniors, non-profits, partners, etc.

## **City of Lodi Parks, Recreation and Cultural Services**

### **Request for Qualifications for Comprehensive Program and Fee Study**

coincide with recommended fee setting methodology; provide recommendations for future fee setting.

- Assess current fees and compare them to industry standards and other similar local parks and recreation departments.
- Assess Hutchins Street Square cost of services and current rates charged for rentals by non-profits, for-profits, individuals, service clubs, partners and other city departments.
- Provide a worksheet for department to set fees for current and future programs.

#### **9. Financial Sustainability Policy:**

- Design a financial sustainability policy that positions the city to address short and long-term financial interests with annual review of the policy.
- Recommend revisions to current policies to become more relevant to the community and in-line with industry standards.

#### **10. Reporting:**

- Produce iterations of study to include draft, final draft and final published version.
- Present findings and recommendations to City Council at special meeting and regular meetings as necessary.



# PROPOSAL

PROPOSAL TO THE  
City of Lodi, California

TO PROVIDE A  
Comprehensive Program  
and Fee Study

**SUBMITTED BY:**

Berry, Dunn, McNeil & Parker, LLC  
4722 North 24th St., Suite 250  
Phoenix, AZ 85016

**Chad Snow, Principal**

Berry, Dunn, McNeil & Parker, LLC  
csnow@berrydunn.com

**Jesse Myott, Project Manager**

Berry, Dunn, McNeil & Parker, LLC  
jmyott@berrydunn.com

**Proposal Submitted On:**

April 21, 2025 before 2:00 p.m.

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# 1. COVER LETTER



April 21, 2025

City of Lodi, California  
Parks, Recreation, and Cultural Services Department  
Attn: Christina Jaromay, Directory  
230 W. Elm St.  
Lodi, CA 95240

Dear Christina Jaromay and Members of the Selection Committee:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn, we, our), thank you for the opportunity to submit this proposal in response to the City of Lodi's (the City's) request for proposals (RFP) for a Comprehensive Program and Fee Study. This study will offer strategies that enable the City to enhance community quality of life as the City grows while maintaining fiscal sustainability. Our team is excited for the opportunity to help guide the City through this process.

BerryDunn is a nationally recognized professional services firm that has experienced sustained growth throughout its 51-year history. Focused on inspiring clients to transform and innovate, we formed a specialized practice dedicated to serving the needs of clients in the parks, recreation, and libraries industry. BerryDunn's Parks, Recreation, Libraries Practice provides cost of service analysis, fee analysis, operational and management analysis, feasibility studies, pro forma development, programming and financial analysis, master and strategic planning, and more—offering clients deep expertise built upon decades of experience working in and with agencies on comparable projects. We deliver exceptional experiences to organizations like the City as they seek to achieve their visions, offer innovative services and facilities to their constituents, and determine the actions necessary to make consistent progress toward desired outcomes.

## How BerryDunn Can Help

As you will read in our proposal, we have the experience, qualifications, and strong desire to support the City on this important initiative. In particular, we would like to highlight the following key qualifications offered by BerryDunn:



### ***Our familiarity with agencies in northern and central California***

We have completed parks and recreation planning work and other services for clients in the region, including the Cities of Modesto, Richmond, Novato, Redwood City, and San Jose. Our proposed project manager, Jesse Myott, also worked as a financial analyst and management analyst for the cities of Daly City and South San Francisco. He understands the unique opportunities and challenges associated with funding park and recreation programming and services in California.



### ***Our extensive experience conducting cost of service fee studies for parks and recreation departments***

We have had the privilege of providing services of this type for comparable communities throughout the country. Many of our larger parks and recreation master plans include cost recovery and financial analysis components, and our team members frequently speak at industry conferences on the topic of parks and recreation cost recovery. As a result, we understand the many factors and perspectives that must be considered when reviewing parks and recreation user fees as well as industry best practices and local and national trends.





#### ***Our team members' experience as former parks and recreation department directors***

The City will benefit from our team members' relevant, firsthand experience as parks and recreation practitioners and directors for local governments throughout the country. We understand your goals, objectives, challenges, and daily commitments because we have served in similar roles. In particular, our project manager, Jesse Myott, has more than a decade of direct local government experience related to municipal finance and parks and recreation service delivery. Collectively, our team members have conducted numerous comparable cost of service and fee studies, prepared annual budgets, managed capital improvement funding, and more.



#### ***Our understanding that parks and recreation fees have real-world impacts***

We understand the importance of setting fee levels accurately to fund service delivery. At the same time, we balance this consideration with an understanding of the real-world implications that fees can have on external customers. With this in mind, we use standard cost accounting, activity-based costing, resource allocation methodology, weighted averages, and other standard analytical tools to determine the full cost of providing specific services. Additionally, we tailor our engagement efforts to determine customers' ability and willingness to pay while also balancing perceived benefit, equity, and access considerations.



#### ***Our parks and recreation-specific community engagement expertise***

Dynamic community engagement is a core service of our Parks, Recreation, Libraries Practice and a central focus of each project we complete. As a result, we have a proven track record of developing effective engagement strategies that will give the community an opportunity to use a multitude of engagement methods to help ensure their voices are heard. Our team is efficient with facilitation and the engagement of internal and external stakeholders so as not to create an undue burden by scheduling unnecessary meetings.

Our team will perform the City's requested services as described in the Scope of Services section of the RFP. We have no conflicts of interest that would interfere with providing these services. We understand that our proposal is considered public information and have identified any confidential information as such. Our proposal is a firm and irrevocable offer valid for 120 days following the submittal deadline of April 21, 2025. As a principal in our Local Government Practice Group, I am authorized to bind BerryDunn to the commitments made herein. If you have any questions regarding our proposal or updates during the evaluation process, please consider me the City's primary point of contact and contact me directly.

Sincerely,

**Chad Snow, PMP® | Principal and Chief Operating Officer**

Berry, Dunn, McNeil & Parker, LLC

2211 Congress Street, Portland, ME 04102-1955

207.541.2379 | csnow@berrydunn.com

A large crane, likely a sandhill crane, stands in a field of tall grass and reeds. The crane has a long, slender neck, a long, pointed beak, and a distinctive red patch on its forehead. Its feathers are a mix of light and dark brown. The background is a clear blue sky with some blurred reeds. The crane is facing right.

# SECTION 02

## Firm Profile





**“BerryDunn developed useful tools to stay on track, adapt to change, and create a criteria for future decision-making.”**

**Former Client - Evergreen Park and Recreation District**

## Introducing BerryDunn

**BerryDunn’s Parks, Recreation, Libraries Practice** offers clients deep industry expertise in parks, open space, and natural areas built upon decades of experience working in and with agencies on:

- ▶ Programming Studies
- ▶ Fee Studies
- ▶ Financial Analysis
- ▶ Cost Recovery
- ▶ Master Planning
- ▶ Strategic Planning
- ▶ Needs Analyses
- ▶ Quality Assurance

All our Parks, Recreation, Libraries consultants are former industry practitioners and seasoned advisors, and our proposed project team consists of professionals with many years of experience operating the assets the City manages. Collectively, our team of more than 20 professionals have completed over 900 related planning projects, working with local, state, and national government agencies, as well as private-sector organizations, as they seek to make progress toward a shared vision.

Looking beyond the industry, we strive to deliver high quality services by understanding expectations up front, developing a reasonable and achievable project approach, gaining concurrence on project tasks and timing, and using appropriate staff for each engagement. Supported by a wider team of over 335 consultants dedicated to serving nearly all aspects of local and state government, we offer a holistic approach to the City’s initiative. It is through our firsthand experience in parks and recreation and our broader team’s well-rounded perspective that we bring tailored insights to the government operations and community needs that impact every project.



**Company Name:**

Berry, Dunn, McNeil & Parker, LLC  
(BerryDunn)

**Founded and Incorporated:** 1974 in  
Maine

**Headquartered:** 2211 Congress Street,  
Portland, ME 04102

**Locations:**

Arizona  
Connecticut  
Hawai’i  
Maine  
Massachusetts  
New Hampshire  
Puerto Rico  
West Virginia

**Business Type:** Limited Liability  
Company

**Employees:** 935+ nationwide

**Website:** [www.berrydunn.com](http://www.berrydunn.com)

Our Parks, Recreation, Libraries practice is supported by a larger Local Government Practice Group, as illustrated in Figure 1. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

*Figure 1: Local Government Practice Group Specialization*



## How Do We Share Ideas?

Our Parks, Recreation, Libraries team is dedicated to the industry, regularly learning about and sharing trends and relevant information at conferences and events. Our commitment to the industry includes involvement with the California Park and Recreation Society (CPRS) and the National Recreation and Park Association (NRPA). Through this, we stay apprised of trends and best practices at the local, regional, and national levels and share them with our clients to promote industry alignment and innovative thinking.


We attend and often speak at NRPA's annual conference, as well as local and regional events. Some of our most recent NRPA speaking sessions include:

- ▶ "How Parks and Recreation Can Support Mental Health Challenges"
- ▶ "Leading to Create Organizational Excellence"
- ▶ "Engage the Silent Voices"
- ▶ **"The Case of Cost Recovery: Why, How and Does It Work?"**
- ▶ **"Measuring Operational Performance"**
- ▶ "A Racially Just Future: 2021 NCAA Basketball Final Four Talks"
- ▶ **"Impact Fees and Cost of Service"**
- ▶ "Successfully Implementing a Strategic Plan"
- ▶ "Parks Level of Service - How a data driven approach can help create a more equitable park system"
- ▶ "Communication Disconnection - Are you marketing services how your patrons want you to?"
- ▶ "Excellent Operations: Dashboards, Data, and Smart Decisions"
- ▶ "Planting the Seeds of Success: Cultivating a Positive Workplace Culture, Strategically!"
- ▶ "'Squirrel!' ...staying focused with a coworker who has ADHD"



## Demonstrated Commitment to Serving Clients in the State of California

We have demonstrated our commitment to serving clients in the State through recent or ongoing consulting engagements with the following clients:

- 
- Bay Area Air Quality Management District
  - City of Alameda
  - City of Belmont
  - City of Coronado
  - City of Dublin
  - City of Fountain Valley
  - Greater Vallejo Recreation District
  - City of Irvine
  - City of La Mesa
  - City of Livermore
  - City of Long Beach
  - City of Menifee
  - City of Modesto
  - City of Montebello
  - City of Monterey Park
  - City of Murrietta
  - City of Novato
  - City of Oxnard
  - City of Palmdale
  - City of Perris
  - City of Redding
  - City of Redlands
  - City of San Jose
  - City of San Leandro
  - City of Santee
  - City of Simi Valley
  - City of Villa Park
  - Jurupa Valley Park and Recreation District
  - Sacramento Municipal Utility District
  - Sonoma County
  - Sonoma Resource Conservation District
  - Southern California Library Cooperative
  - South Pasadena Public Library

This experience will help ensure we bring firsthand knowledge; insights; and industry, regional, and national best practices to this project.

## Local Government Finance from Multiple Perspectives

In Table 1, we provide a representative sample our team's experience conducting fee study, cost recovery, and cost allocation planning projects for various local government departments across the country. This well-rounded perspective will bring value to the City as it strategically plans for the coming years. BerryDunn's holistic approach will center both the City personnel and the constituents you serve.

*Table 1: Sample Experience of Services Provided Across Departments*

Department/Service Area	Client	Work Performed
Parks and Recreation	Charleston County, SC	Cost of Service and Fee Study*
	City of Bozeman, MT	Recreation Cost of Service Study*
	City of Cape Coral, FL	Comprehensive Fee Study
	City of Jefferson City, MO	Cost Recovery Study/Plan
	City of Ferguson, MO	Cost of Service Analysis*
	City of Grapevine, TX	Cost Recovery, Fee Study, and Resource Allocation Plan
	City of Henderson, NV	Parks and Recreation Cost Recovery and Fee Study
	City of Hillsboro, OR	Parks and Recreation Cost of Service Study
	City of Lynchburg, VA	Cost of Service Analysis*
	City of Mesa, AZ	Cost of Service Analysis**
	City of Mobile, AL	Cost Recovery Analysis
	City of Pflugerville, TX	Cost of Service and Fee Study**
	City of Raleigh, NC	Cost of Service and Fee Study

Department/Service Area	Client	Work Performed
Parks and Recreation	City of Richmond, CA	Recreation Department Fee Study
	City of Sanibel Island, FL	Cost of Service Analysis**
	City of Tampa, FL	Fiscal Analysis*
	City of University Park, TX	Cost of Service Consulting
	Granville County, NC	Parks and Grounds Cost of Service Analysis**
	Howard County, MD	Fiscal Analysis*
	Jackson County, MS	Cost of Service Analysis*
	Maricopa County, AZ	Parks Fee Analysis
	Town of Crestwood, CO	Cost of Service Analysis*
	Town of Queen Creek, AZ	Cost of Service and Fee Study
	Wilmette Park District	Cost of Service Analysis**
Community Development and Utility Operations	Alachua County, FL	Building and Fire Permit Fee Study
	City of Boise, ID	Entitlement, Permitting and Inspections Service Cost and Fee Analysis
	City of Bozeman, MT	Community Development Fee Review Study
	City of Bozeman, MT	Engineering Review Fee Study
	City of Bozeman, MT	Infrastructure Review Fee Study
	City of Gainesville, FL	Building Permit Cost of Service Study
	City of Gainesville, FL	Fee Schedule Update
	City of Dallas, TX	Comparative Building Permit Fee Study
	City of Fernandina Beach, FL	Building Division Fee Study
	City of Largo, FL	Building Permit Fee Study
	City of Tucson, AZ	Cost of Service Study and Fee Schedule Redesign
	City of Villa Park, CA	Public Works, Engineering, Planning, and Building Fee Study
	Lake County, CO	Community Planning and Development Fee Study
	Manatee County, FL	Building and Development Services Fee Study
	Sonoma County, CA	Fee and Cost Recovery Peer Comparison
	Town of Longboat Key, FL	Comprehensive Fee Study
	Town of Smithfield, RI	Water Rate Study
	Town of Smithfield, RI	Sewer Rate Study
	Town of Smithfield, RI	Utility Billing Analysis
	Town of Smithfield, RI	Solid Waste and Recycling Cost of Services
Information Technology (IT)	Travis County, TX	Development Review Process and Fee Study
Citywide	City of Irving, TX	IT Department Cost Allocation Plan
	City of Villa Park, CA	Fee and Rates Charges Study

\*Completed as part of a larger master or strategic planning project for a subcontracting partner

\*\*Completed as part of a larger, BerryDunn-led master or strategic planning project





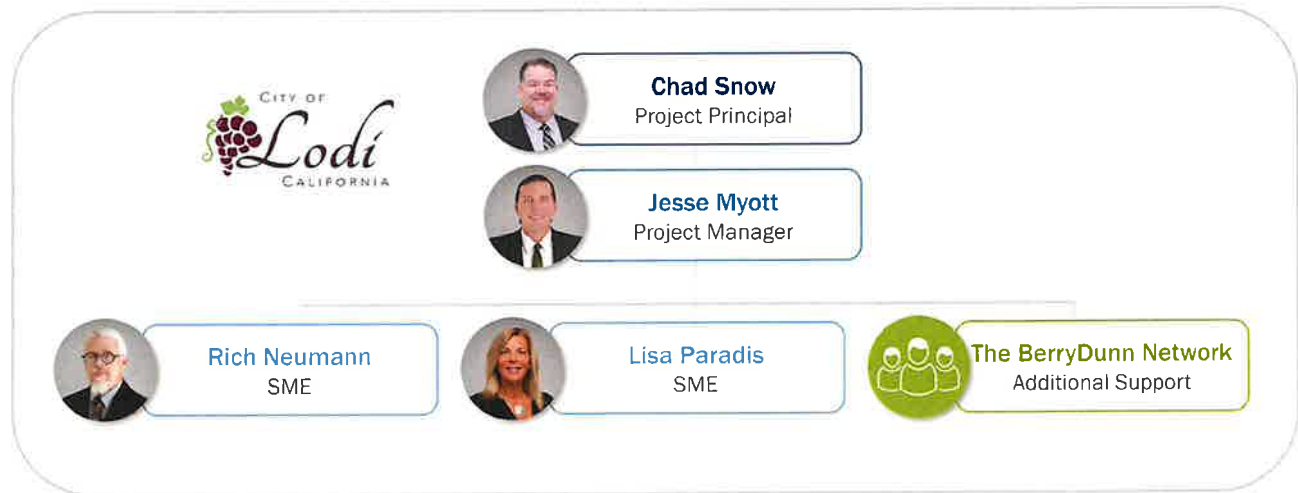
# SECTION 03

## Project Team

## Organizational Structure

Our team members bring valuable perspectives from their experiences leading parks and recreation agencies, as well as supporting agencies through fee studies, programming assessments, cost recovery studies, master planning, and strategic planning projects. Figure 2 illustrates our team's organization, leadership, support, and partnerships.

Figure 2: Project Team Organizational Structure



## Roles, Responsibilities, and Qualifications

Below and on the following pages, we provide details of our project team members' roles, responsibilities, and qualifications as it relates to the requested Comprehensive Program and Fee Study. All designated team members are available to complete this project. We understand that any substitutions of team members must be approved by the City. Our project team members' full resumes are included in Appendix A for the City's further review and consideration.



### Jesse Myott, MA | Project Manager

Jesse is a manager in our Local Government Practice Group. He has over 12 years of public-sector experience, focusing on supporting local governments with operating and capital improvement budget development and management; special fund accounting, revenue, and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. Prior to joining BerryDunn, Jesse served as Director of Administration and Finance for the City of Watertown, Massachusetts, Recreation Business Manager for the Town of Brookline, Massachusetts, a financial analyst for the City of South San Francisco, California and as a management analyst for the City of Daly City, California. He is a former member of the California Society of Municipal Finance Officers (CSMFO).

Jesse has led multiple cost of service and cost allocation projects for local governments across the country. He specializes in conducting similar initiatives for parks and recreation, public works, and planning and permitting functions. He has conducted fee studies for such departments in the City of Tucson, Arizona; City of Bozeman, Montana; City of Boise, Idaho; Travis County, Texas; City of Raleigh, North Carolina; and the Cities of Fernandina Beach, Largo, and Gainesville, Florida.

As the project manager, Jesse will:

- ▶ Build and maintain a productive relationship with the City
- ▶ Serve as the City's primary point of contact
- ▶ Lead our work and perform day-to-day project management and staff oversight
- ▶ Lead the analysis and development of project deliverables
- ▶ Develop and maintain the Project Work Plan and Schedule
- ▶ Provide subject matter expertise





#### **Rich Neumann | Subject Matter Expert (SME)**

Rich Neumann is a senior consultant in our Parks, Recreation, Libraries Practice. He has more than 23 years of public-sector experience related to cultural affairs, public engagement, marketing, communication, and branding. Rich is a nationally-recognized expert in public engagement and has led multiple community engagement efforts for various projects. Rich regularly works with communities to develop fun and interactive engagement strategies that garner thousands of touch points. His unrelenting creativity and offbeat sense of humor allow

him to look at opportunities and challenges from a unique perspective. Rich specializes in helping clients overcome barriers to innovation within the public-sector landscape. He regularly helps clients envision new pathways, and he understands what is required to execute and implement new ideas in the public-sector landscape.

As SME, Rich will:

- ▶ Contribute to providing his expertise as it pertains to designing and implementing creative community engagement strategies



#### **Lisa Paradis, MBA, CPRP | SME**

Lisa is a manager in BerryDunn's Park, Recreation, Libraries Practices. She has more than 25 years of experience as a parks and recreation leader and served most recently as parks and recreation director for the City of Brookline, Massachusetts. Lisa has helped many organizations and communities embrace systemic challenges through action-oriented strategic planning and financial and organizational management. She regularly speaks at industry events and teaches classes on cost recovery and financial management.

As SME, Lisa will:

- ▶ Support our team in providing strong cost recovery recommendations, leveraging her experience as a parks and recreation practitioner and her understanding of trends and best practices, informed by active involvement in the National Recreation and Park Association (NRPA)

### **The BerryDunn Network**



#### **Additional Support**

BerryDunn's Consulting Services Team includes more than 335 consultants who specialize in supporting public-sector clients. As needed, our project team will draw on the support of our vast pool of business analysts and subject matter experts. These consultants will provide in-depth knowledge of various aspects of local government and support the project team with efforts related to fact-finding, research, and deliverable development.





# SECTION 04

## Project Approach



## Project Understanding

The City of Lodi is a community of about 63,000 located at the junction between the San Joaquin and Sacramento valleys. It is an agricultural area known for sustainable vineyards, blueberries, cherries, grains, olives, and other specialty crops. Its population is steadily growing, and has expanded by about 7% in the past decade. The City's parks and recreation system contributes to its quality of life. The system comprises 367 acres of parkland consisting of 28 parks with a variety of programs and activities.

Residents and visitors can play pickup and organized sports, paddle on the lake or river, run or walk, or enjoy special events at various City facilities. To help ensure the City's parks and recreation programs continue meeting resident needs, the City is interested in completing a Comprehensive Program and Fee Study. This study will evaluate the Parks, Recreation, and Culture Department's (the Department's) current financial status, identify potential revenue sources, and optimize expenditures.



## What Makes BerryDunn the Best Fit?

- ▶ **Expertise in Parks and Recreation Financial Planning:** BerryDunn has a deep understanding of cost recovery, fee structures, and financial sustainability in the parks and recreation sector. Our team has successfully led similar fee studies and cost allocation plans for municipalities across the country, helping ensure that our recommendations are both practical and defensible. We are currently completing similar projects for clients in Arizona, North Carolina, Oregon, and Illinois.
- ▶ **Data-Driven and Community-Centric Approach:** We combine rigorous financial analysis with a deep understanding of community needs. Our approach balances cost recovery with accessibility, helping ensure that fees are equitable and aligned with the City's goal of enhancing quality of life while maintaining financial sustainability.
- ▶ **Creative and Innovative Community Engagement Approach:** Our community engagement approach leverages multiple touch points to expand our reach and involve a representative sample of the community. We create engaging, accessible, and dynamic ways to capture a diverse array of perspectives. We encourage active participation that helps us understand community needs, and allows us to reflect these values in our planning.
- ▶ **Holistic Needs Assessments:** We thoroughly evaluate recreation programming and compare the results to information gleaned from the community engagement. Our team keeps the user experience, fiscal sustainability, and economic and cultural value top of mind throughout the process.
- ▶ **National Benchmarking and Best Practices:** Our team brings a wealth of knowledge on industry best practices and has access to national benchmarking data to compare the City of Lodi's parks, recreation, and cultural services fee structures with peer communities. This allows us to provide recommendations that are competitive, fair, and informed by broader trends in the field.
- ▶ **Customized, Actionable Solutions:** We don't believe in one-size-fits-all solutions. Our team will work closely with the City of Lodi to develop a fee structure and cost allocation plan that aligns with its unique operational model, community priorities, and long-term vision.
- ▶ **Proven Track Record of Success:** BerryDunn has worked with communities of all sizes to develop financial strategies that support sustainable service delivery. Our experience with similar projects helps ensure that we can efficiently and effectively guide the City through this process, providing a plan that is both implementable and adaptable for future needs.

## Project Methodologies

Below and on the following pages, we present our work plan intended to achieve the City's goals and objectives for this important initiative. We look forward to discussing our approach with the City and further customizing our work plan to best accommodate the City's needs.

# 1

## PHASE 1: PROJECT PLANNING

To establish a strong foundation for the project and help ensure a high level of quality and communication throughout the engagement, we will use project management best practices based on the Project Management Institute®'s A Guide to the Project Management Body of Knowledge and our experience conducting similar projects with municipal and county parks and recreation systems nationwide.

The City can expect our team to complete the following project activities:

### Thorough Project Planning

Following contract execution, BerryDunn will conduct an initial planning teleconference between our team and the City project team to confirm project goals, objectives, and expectations.

### Virtual Kickoff

Following the initial planning call, we will conduct a virtual kickoff meeting with the City project team and identified stakeholders to discuss in greater detail the relationship of the current fees and charges environment, current cost recovery levels and revenue requirements, and applicable Department and Citywide goals and initiatives. Our project team will also use this meeting to identify initial staff and stakeholder groups, advisory committees, governing bodies, and community stakeholder groups to include in our engagement efforts.

### Project Work Plan and Schedule

We will develop a project work plan and schedule that outlines our communication plan, scope, and schedule. We will review a timeline to schedule project meetings, and identify engagement groups. In addition, the Project Work Plan will outline the major tasks, timelines, and identified milestones and will incorporate agreed-upon procedures between BerryDunn and the City project team related to project control, including quality management and deliverable submission/acceptance management.

### Review Existing Data and Documentation

One of the most important elements of this process will be our team's ability to gain a breadth of knowledge about plans, structure, and operation of the Department, as well as the staff and the City parks and recreation community of users. To start the process, we will submit an information request to the City project team to gather applicable documents and data including but not limited to current fee schedules, lists of existing permit and service types and associated annual volumes, revenue and expenditure budgets and reports, reserve balance reports (if applicable), detailed revenue reports by program, permit, and/or service type, staffing rosters, personnel salary and benefit data, and other documentation deemed important to the study.



## Lead Biweekly Project Status Meetings

These meetings will describe activities and accomplishments for the reporting period, risk mitigation, deliverable reviews, scheduling discussions, and more.

- ▶ Deliverable 1 – Project Work Plan and Schedule
- ▶ Deliverable 2 – Biweekly Project Status Updates

## 2

## PHASE 2: ENGAGEMENT

We recognize and commend the City's commitment to exploring options to sufficiently fund the department while also considering users' willingness and ability to pay and helping to ensure that parks, trails, and facilities remain accessible from a cost perspective. We also understand that the City would like to better understand community needs and desired programming. To this end, it will be important to engage multiple user and non-user groups of the City's parks and recreation system. To reach a broader section of community members, we propose a hybrid in-person and virtual approach consisting of virtual and web-based engagement methodologies for the following reasons:

- An interactive, virtual project site can give current and future system users a "home base" to give opinions through surveys and idea walls and check on ongoing events. This consistent access to project communication will support our stated goal to engage as many current and future system users as possible.
- Virtual events will be key in reaching disconnected community groups or groups with limited access to transportation.
- Multiple engagement channels will support efforts to include users and non-users within the City parks and recreation system.

The City can expect our team to complete the following project activities:

### Demographics and Population Projections

To provide insight into the potential market for the City parks and recreation system, we will conduct a demographic analysis and market profile of the City/County. Our team will utilize all information available from previous planning efforts, the U.S. Census Bureau, Esri, and other national and local sources. We will analyze demographic characteristics of the community parks and recreation users, including current and projected data on:

Population trends and five-plus-year projections	Race and ethnicity over time	Education
Health metrics	Income	Transportation access
Household makeup	Housing status	Access to technology

We will summarize our findings in a Community Research and Analysis Report, which we will review in draft form with the City's project team before finalizing.

### Detailed Engagement Strategy

We will work with the City's project team to discuss both virtual engagement options, identify and describe methods of community involvement, identify key stakeholders, create a schedule for input meetings, and identify specific stakeholder interview and focus group questions. We will develop a Detailed Engagement Strategy created with the City's culture and identity in mind.



## Customized Project Website and Engagement Portal

We will work with the City project team to create a project website via Social Pinpoint that will keep the community informed of the project. The Department's Social Pinpoint site will also provide community members a means to share valuable input regarding needs and desires for parks and recreation programming. This interactive online tool helps strengthen the City's relationship with its system and service users and stakeholders, resulting in a diverse collection of feedback and better-informed planning outcomes. We will collaboratively determine which Social Pinpoint tools will best serve the desired outreach outcomes. We anticipate that the City will see value in utilizing Social Pinpoint's survey, mapping, forums, and ideas wall, and we look forward to discussing and customizing this site to reflect the needs and desires, goals and objectives, and community.

*Note: Our team will maintain the project website throughout the planning process to keep residents and staff up to date on project progress and promote any participatory events.*

## Welcome!

Santa Maria Recreation and Parks Department Leisure Needs Assessment



The City of Santa Maria is developing a Leisure Needs Five-Year Master Plan. This initiative aims to ensure that our leisure services department continues to meet the needs of residents. The plan will assess existing recreation services, public art, and facilities.

**We want to hear from you! Using the tools below, share your feedback and play your part in helping shape our community's recreation programs and public art.**

### Upcoming Events

**PLAY YOUR PART!** Attend a public input workshop and share your ideas!

*Sample project website*

## Internal Leadership and Staff Engagement

We will conduct internal engagement that will include interviews and focus groups with City parks and recreation leadership, management, and staff. These fact-finding activities will focus on activity and program development, service delivery, and facility operations. These meetings will provide internal leadership and frontline staff an opportunity to provide input related to the City parks and recreation system improvements and needs. Leadership and staff perspectives are extremely important, and our approach intentionally involves staff throughout the entire process, as they will have responsibility for implementing the recommendations.

## Staff and Stakeholder Meetings

To gather information related to needs and interests, we will hold meetings with staff key stakeholders composed of community leaders from the City, user groups, homeowner associations, neighborhood associations, friends groups, alternative providers, and other groups or individuals as identified.

## Public Input Sessions

Our team will facilitate public focus groups to collect input from key community stakeholders. We will seek input from businesses, nonprofits, public agencies, and volunteer partners, as well as any neighborhood alliances and representatives. Further, we will routinely reach out to representatives of identified underrepresented population groups and engage them in the assessment and recommendations development process, helping to ensure an inclusive and equitable engagement process.

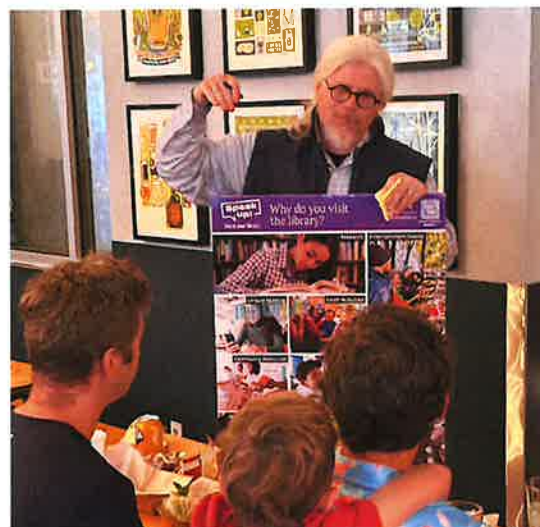
## Programming Inventory

We will develop an inventory of existing programs for youth, adults, and seniors and subsequently compare the inventory to feedback collected during the community engagement process. This will help ensure program offerings are aligned appropriately with community needs. The program and services inventory will be matched up to the parks and open space inventory and analysis to help ensure there are appropriate spaces for the future program menu. We will also compare current program offerings with identified community needs expressed in the engagement process. The analysis process will begin with an interactive workshop with the City's Parks, Recreation, and Cultural Services Department staff to review issues, challenges, strengths, and weaknesses of programs and services. An inventory of core programs will be developed and analyzed according to program life cycle distribution, gap analysis, and age segment analysis. Other areas of review may include:

- Listing of the program inventory for the most recent year
- Program alignment with community need
- Programming trends within offerings as well as regional and national trends
- Assessing an equitable distribution of programs
- Developing key performance measures based on national best practice approaches

## Engagement Feedback Summary and Needs Assessment

Our team will provide a summary of insights gleaned throughout the engagement process. Key findings generated from the demographics analysis, staff engagement, and community engagement activities will be assessed in relationship to each other. We will identify the common themes woven throughout the meetings, electronic engagement tools, and potential service gaps, as well as any pertinent observations garnered through the feedback. This assessment of community needs will help inform recommendations, especially related to fee levels and pricing methodologies.



- ▶ Deliverable 3 – Community Research and Analysis Report and Detailed Engagement Strategy
- ▶ Deliverable 4 – Customized Social Pinpoint Project Website and Engagement Portal
- ▶ Deliverable 5 – Engagement Feedback Summary



# 3

## PHASE 3: COST OF SERVICE ANALYSIS

During Phase 3, our project team will virtually interview staff and stakeholders directly involved in the Department's fiscal planning and management efforts and review applicable fee schedules and budgets. We will use this information to assess the Department's current fees and charges environment. We will examine the customer service culture, perform a personnel review, and develop an initial cost of service model. Our goal will be to identify key direct and indirect resources related to the Department's core service delivery functions. We will then calculate cost recovery per core service category, and where the data allow for each applicable activity, program, permit, and service the Department provides. We will develop recommendations of targeted cost recovery ranges consistent with identified revenue requirements, cost recovery targets, reserve fund balance levels (if applicable), and policy elements.

The City can expect our team to complete the following project activities:

### Virtual Staff Interviews

Our team will meet with applicable Department and City staff directly involved in the Department's fiscal planning and management efforts as well as parks and recreation activity and program development and delivery.

### Current Fiscal Environment Review

Our team will review applicable fee schedules, operating and capital budgets, revenue and expenditure reports (actuals), personnel budgets, and any other financial source documents deemed vital to the study.

### Service Cost Projection

Using the financial and personnel information available, we will develop a cost of service model and project the full cost for providing services by specific service category, specific service type, and/or specific service.

### Fee Methodology Recommendations

We will then recommend methodologies for calculating fees and estimated the target ranges of cost recovery necessary to satisfy revenue requirements, reserve fund balance level (if applicable), and to support specific policy elements. We will recommend where it is not feasible to recover the full cost of providing a service and also identify those instances where full cost recovery is attainable. As part of this effort, we will recommend fees for services the Department is currently providing but for which no fee is currently assessed, if applicable.

### ► Deliverable 6 – Cost of Services Analysis and Model





## 4

## PHASE 4: COST RECOVERY POLICY UPDATES, RECOMMENDATIONS, AND BENCHMARKING

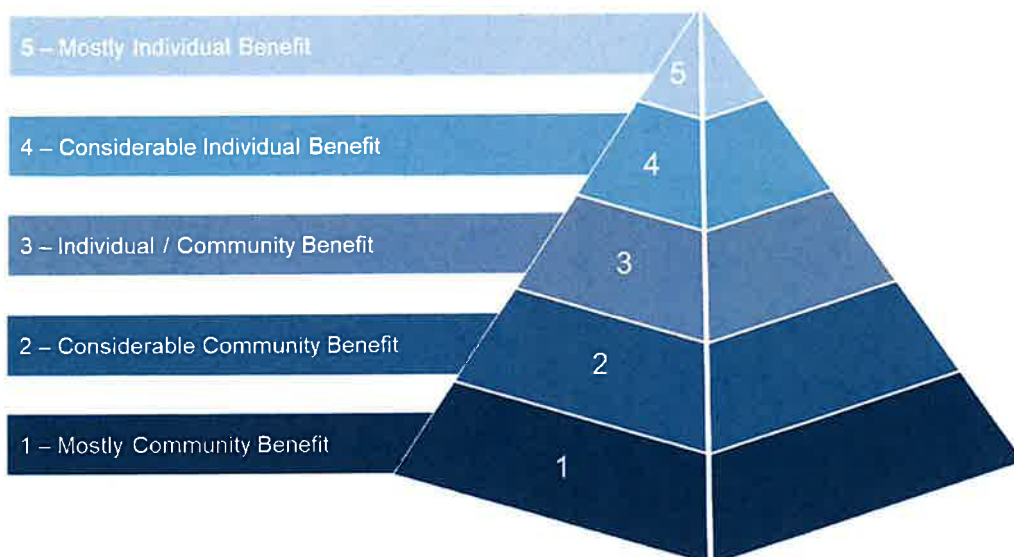
Utilizing the Engagement Feedback Summary and the Cost of Service Analysis completed in Phase 2 and Phase 3, our project team will identify and prioritize necessary changes to fee calculation methodologies and fee schedule structure, cost recovery ranges and targets, and cost allocations, develop initial recommendations, and outline any additional, applicable areas where improvements should be considered. We will review findings, priorities, and recommendations with the City project team and external stakeholders as directed, through virtual workshops (optional on-site review meeting to be established in conjunction with the City project team). The purpose of these workshops will be to gain perspective and understand the Department's current and future goals. These sessions will build momentum and support for the success of cost recovery goal development, policy development, and additional future planning initiatives. We will utilize information from the visioning sessions to then make cost allocation recommendations and develop those recommendations to be consistent with cost recovery targets recommended. Based on our extensive experience with cost of service analyses, we believe it is important to conduct these sessions to provide the opportunity for open dialogue and exploration before diving into the extensive details required to develop cost recovery targets.

The City can expect our team to complete the following project activities:

### Virtual Workshops

We will lead virtual and/or in-person workshop sessions with the City project team to review the Cost of Service Analysis developed in Phase 3 (optional on-site review session with staff and stakeholders of the full cost analysis and fee study report findings related to the current fiscal and service environment.). We will work with the City project team to confirm our understanding of the Department's fiscal environment and our subsequent development of the cost of service model reflecting that environment. We will lead discussions with the City project team to analyze the cost recovery levels for each core service category to help ensure that proposed targets are fair and equitable both to users of the parks and recreation system and non-users who may not use the system but support it through other means (e.g., taxpayers). Figure 3, on the following page, illustrates the pyramid model (beneficiary model) BerryDunn will use to assess and prioritize the impact of various program fees. We will use this information to help inform the subsequent development of cost recovery targets.

Figure 3: BerryDunn's Cost of Service Pyramid Methodology



### Cost Recovery Targets

We will combine all staff, stakeholder, and community feedback, as well as demographic and trend data, to inform cost recovery targets for generating revenue, recovering costs, and managing the Department's operations.

### Findings Review and Validation

We will validate cost recovery target development, fee calculation methodology, and full cost and revenue allocation methodology. Where appropriate, we will contribute recommendations related to best practices and methodologies related to service delivery. As part of this process, we may identify other deficiencies and areas for improvement.

### Cost Recovery Policy Updates and Recommendations

Our team will develop initial cost recovery policy updates and recommendations for the Department's review. This will include priorities and implementation strategies, as well as any additional appropriate consultative recommendations. We will leverage our project team's prior experience working with similar agencies throughout the country to compile options for cost recovery targets and policy development. Furthermore, cost recovery level recommendations will incorporate applicable community engagement feedback gathered in Phase 1 related to willingness/ability to pay, where applicable.

### Peer Comparisons

We will survey up to five comparable agencies, utilizing publicly available documents and information, to assess current and recommended fee levels related to similar core services peers provide as well as current cost recovery levels.

► Deliverable 7 – Cost Recovery Policy Updates, Recommendations, and Peer Comparisons

## 5

## PHASE 5: DRAFT PROJECT REPORT

We will prepare a Draft Cost of Service Report, which we will share with the City project team and applicable stakeholders as directed. We will solicit feedback and discuss, document, and include desired modifications. The report will include an executive summary, synthesis of findings and recommendations, engagement feedback, and the cost of service and financial performance model developed to sustain activities, programs, services, and existing assets/facilities and lands. We find that by sharing our initial findings and report with leadership, staff, and stakeholders, we can establish consensus, build buy-in, and promote the long-term success of the recommendations and changes. Additionally, we will provide the Department with the draft cost of service model in an easily accessible Microsoft Excel format.

The City can expect our draft findings and recommendations efforts to include the following:

### Virtual Review Session

We will meet virtually with the City project team and other identified staff to provide an overview of the full Cost of Service Analysis and findings related to the current and projected fiscal and service environment. This will include a review of current revenue and expense allocations, revenue requirement estimates and revenue projections for four fiscal years, and expense requirement estimates and expense projections for four fiscal years.

We will discuss cost recovery targets, users' willingness to pay, fee design and calculation recommendations, and updated cost recovery policy elements, where applicable.

#### **Draft Cost of Service Report**

We will summarize these discussion topics and our findings to date in a Draft Cost of Service Report. We will share this with the City project team for review.

- ▶ Deliverable 8 – Draft Cost of Service Report

## **6**

## **PHASE 6: FINAL PROJECT REPORT**

As final project closeout and knowledge sharing activities, we will apply edits to the Draft Cost of Service Report and Cost of Service Model, incorporating the City's feedback, and updating the documents to final versions. We will review final project deliverables with staff and applicable stakeholders as directed. We find that involving staff in preparation of the final documents helps to transfer knowledge and helps ensure the successful implementation of the final recommendations.

The City can expect our team to complete the following project activities:

#### **Final Cost of Service Report**

We will incorporate the City's input and requested revisions to the Draft Cost of Service Report and update the Report to final form.

#### **Final Cost of Service Model**

We will develop the Final Cost of Service Model and provide both a single PDF file of the report and a Microsoft Excel version of the model. This will help to ensure the City can easily adjust the model, as needed, in the future.

#### **Final Presentations**

We will develop and deliver virtual presentations of the final deliverables to City leadership and staff. We will deliver a final project presentation to the City Council, in person. We find that these final presentations allow attendees to ask our team any final questions, help to generate buy-in for recommendations, and promote the long-term success of the study.

- ▶ Deliverable 9 – Final Cost of Service Report
- ▶ Deliverable 10 – Final Cost of Service Model
- ▶ Deliverable 11 – Final Presentations



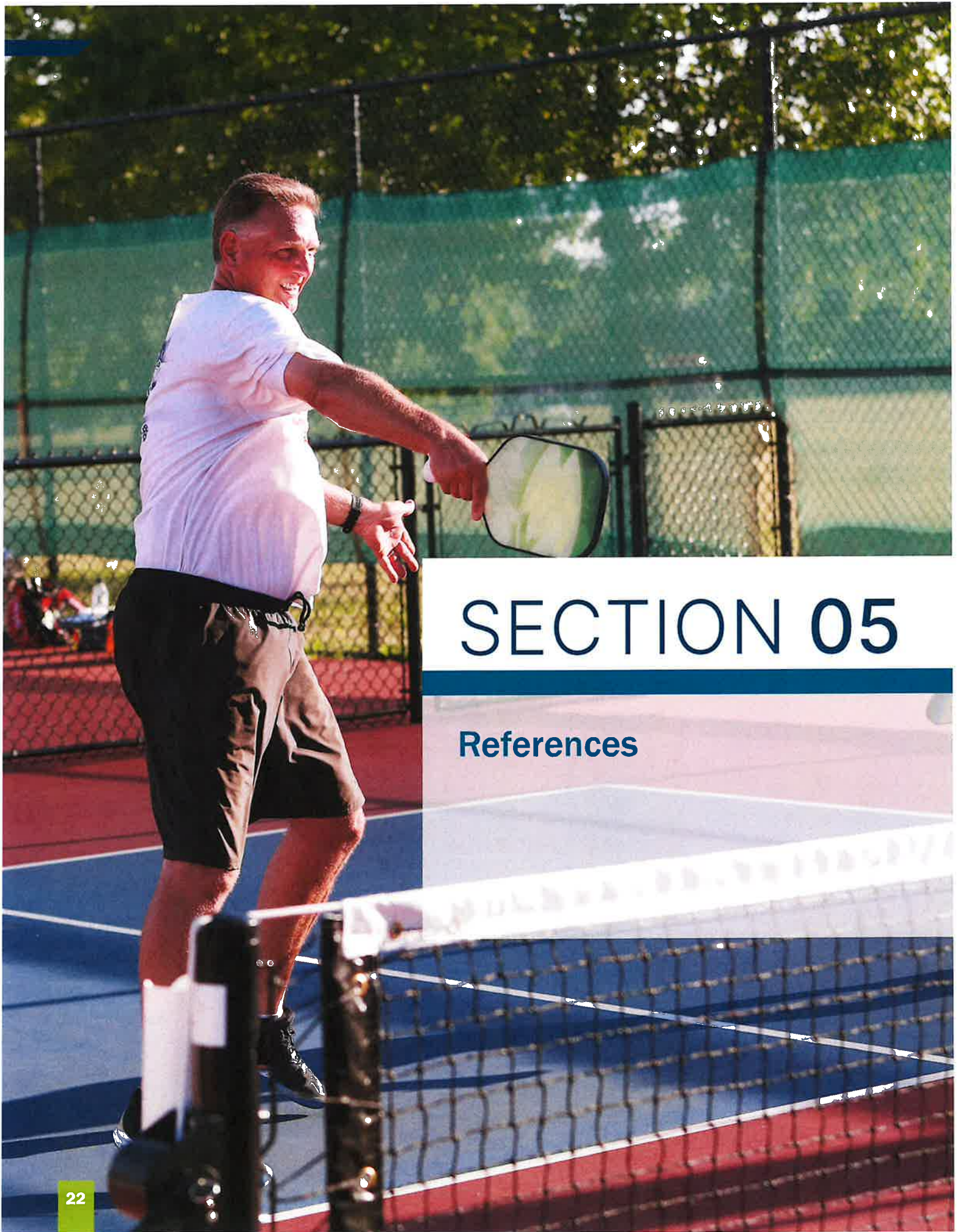
# Proposed Schedule

Below in Table 1, we highlight our proposed project schedule for the City's requested work effort. We are happy to adjust this schedule to best accommodate the City's needs, as appropriate.

Table 1: Proposed Project Schedule







# SECTION 05

## References





## City of Raleigh, North Carolina

### Cost of Service Analysis and Fee Study

The City of Raleigh partnered with BerryDunn to prepare a Parks, Recreation, and Cultural Resources (PRCR) Department Cost of Service Analysis and Fee Study. The focus of the project was to review all revenue generated from user fees and charges for activities, programs, and services PRCR provides, and the identified expenses associated with providing all activities, programs, rentals, permits, and services. Additionally, the study also included a review of PRCR fee and process policy elements as they pertain to price setting and financial assistance. Based on operations and maintenance expense projections and expected service offerings, BerryDunn utilized expected service offerings to be delivered through facilities and other system assets, and prepared revenue projections and calculated estimated cost recovery levels for core recreation and resources service delivery areas. These reviews and analyses allowed PRCR to make informed policy decisions at the aggregate level, as well as on each activity, program, service, and permit, regarding fee levels and revenue generation.

#### REFERENCE

Lauryn Kabrich, Park Planner  
Raleigh Municipal Building  
6th Floor  
222 W. Hargett St., Suite 608  
Raleigh, NC 27601  
919.996.4787  
Lauryn.Kabrich@raleighnc.gov  
**Timeline:** 2023 - 2024  
**Team:** Jesse Myott, Lisa Paradis



## City of University Park, Texas

### Parks and Recreation Cost of Service Study

The City of University Park partnered with BerryDunn to prepare a Parks and Recreation Department Cost of Service project. The focus was to provide the City with an overview of current Department fees and charges environment and associated revenues and expenses for each activity, permit, and service the Department provides.

The study also documented the estimated percentage of full costs recovered delivering specific services at current fee levels, which allowed City officials to make informed policy decisions regarding adjustments to fees and charges.

#### REFERENCE

Sean Johnson, Parks and  
Recreation Director  
4420 Worcola St.  
Peek Municipal Service Center  
Dallas, TX 75206  
214.987.5486  
sjohnson@uptexas.org  
**Timeline:** 2021 - 2022  
**Team:** Jesse Myott, Lisa Paradis





## Town of Queen Creek, Arizona

### Cost of Service Analysis and Fee Study

The Town of Queen Creek partnered with BerryDunn to prepare a Parks and Recreation Cost of Service Analysis and Fee Study. The focus was to provide the Town with an overview of its current parks and recreation fees and charges environment and associated revenues and expenses for each activity, permit, and service the Town provides.

The study also documented the estimated percentage of full costs recovered delivering specific services at current fee levels, which allowed Town officials to make informed policy decisions regarding adjustments to fees and charges to satisfy revenue requirements.

#### REFERENCE

Adam Robinson  
Director of Parks and Recreation  
22358 S. Ellsworth Rd.  
Queen Creek, AZ 85142  
480.353.3715  
adamrobinson@queencreekaz.gov  
**Timeline:** 2023 - 2024  
**Team:** Jesse Myott, Lisa Paradis





# APPENDIX A

## Resumes



## Jesse Myott, MA

PROJECT MANAGER

BERRY, DUNN, MCNEIL, & PARKER, LLC

### EDUCATION AND CERTIFICATIONS

Master's, History, San Francisco State University

Bachelor's, History, University of Rhode Island

Associate's, Champlain College

### AFFILIATIONS AND MEMBERSHIPS

California Society of Municipal Finance Officers (CSMFO) (former)

Municipal Management Association of Northern California (MMANC) (former)

### SELECT CLIENTS

City of Bozeman, MT

Town of Queen Creek, AZ

City of Raleigh, NC

City of Jefferson, MO

City of Mobile, AL

City of Pflugerville, TX

City of University Park, TX

Peninsula Metro Park District, WA

Wilmette Park District, IL

Jesse Myott is a manager in our Local Government Practice Group. He brings over a decade of public-sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. Jesse has led multiple cost of service and fee study projects for local governments across the country.

### RELEVANT EXPERIENCE

**Fee Studies:** Jesse has authored highly complex and sensitive fee studies, created detailed subsidy analyses, and developed cost recovery models as well as water and sewer rate setting models for municipalities across the country, most recently for the City of Bozeman, Montana; City of Raleigh, North Carolina; Town of Smithfield, Rhode Island; the Cities of Gainesville and Largo, Florida; and the Counties of Alachua and Manatee, Florida.

**Process Analysis and Improvement:** Jesse is an experienced municipal finance and management professional with over a decade of experience serving in many local government areas, both as an analyst and in senior management roles. His municipal business process knowledge extends through city administration, public works, water delivery and waste collection services, solid waste collection, public safety, economic development and redevelopment, library and recreation services, human resources, capital improvement program development, facility planning, compensation and benefits analysis, and citywide operating budget planning, monitoring, and delivery.

**Utilities Operations:** Jesse has years of utility operations experience, specifically in water and sewer utility management. This experience includes operating and capital improvement budget development and delivery, rate setting, water distribution infrastructure finance planning, and collection infrastructure finance planning. Prior to joining BerryDunn, Jesse served as director of finance and administration for the public works department as well as acting superintendent of public works for an interim period.

**Finance:** Jesse brings over a decade of public-sector experience. In addition to being an adept municipal finance professional, Jesse is particularly accomplished in public works and engineering budget development and delivery, as well as capital improvement project budget development and delivery. Prior to joining BerryDunn, he served as financial analyst and management analyst for the Cities of South San Francisco and Daly City, California, respectively.

### PUBLICATIONS AND PRESENTATIONS

Massachusetts Recreation and Park Association (MRPA) Annual Conference  
Speaker 2015 – Cost Recovery Methods





## Rich Neumann

SENIOR CONSULTANT/SUBJECT MATTER EXPERT  
BERRY, DUNN, MCNEIL, & PARKER, LLC

### EDUCATION AND CERTIFICATIONS

B.S. Communications/B.S.  
English; James Madison  
University, Harrisonburg, VA

### SELECT CLIENTS

Athens-CLarke County, GA  
City of Pflugerville, TX  
Hyland Hills Park and  
Recreation District, CO  
Town of Gilbert, AZ

Rich Neumann is a senior consultant in our Parks, Recreation, Libraries Practice. He has more than 23 years of public-sector experience related to cultural affairs, public engagement, marketing, communication, and branding. His unrelenting creativity and offbeat sense of humor allow him to look at opportunities and challenges from a unique perspective. A nationally recognized and award-winning expert in public engagement, Rich specializes in helping clients overcome barriers to innovation within the public-sector landscape. He regularly helps clients envision new pathways, and he understands what is required to execute and implement new ideas in the public-sector landscape.

### RELEVANT EXPERIENCE

**Community Engagement:** Rich excels at developing targeted community engagement around master and strategic planning initiatives. His outgoing, personable, and thoughtful demeanor allow him to connect with community members, staff, leadership, elected officials, and partner agencies alike. His approach is creative, custom-fit, nuanced, and sensitive to the diverse needs of those involved.

**Special Events:** Rich has a strong track record of special events creation and execution; in fact, in the wake of his extensive speaking engagements at state and national conferences, Rich's wildly creative events have been copied and produced in municipalities across North America. Additionally, while serving as marketing and cultural affairs manager for the City of Westminster, Colorado, Rich increased event attendance by 300% and revenue by more than 850%. He also designed and implemented an event sponsorship program with contracts exceeding \$200,000 annually.

**Innovation:** Rich is known for developing unique, creative strategies and helping governments breakdown barriers to innovation. He excels at helping clients approach their challenges from new angles. He works with clients to develop custom solutions that meet the needs and character of the communities they support. While serving as communications manager for Adams County, Colorado, he was selected to serve on the County's first Innovation Academy, sponsored by the Alliance for Innovation and Arizona State University.

### PUBLICATIONS AND PRESENTATIONS

Outrageous Events—Incredible Results! Michigan Recreation and Parks Association Annual Parks Conference, Virtual Session, February 2021/

Utah Recreation and Parks Association Marketing Workshop, Salt Lake City, UT 2022



## Lisa Paradis, MA

SENIOR MANAGER/SUBJECT MATTER EXPERT  
BERRY, DUNN, MCNEIL, & PARKER, LLC

### EDUCATION AND CERTIFICATIONS

MBA, University of  
Massachusetts, Boston

Bachelor of Political Science,  
University of Massachusetts,  
Amherst

Certified Park and Recreation  
Professional, NRPA

Harvard University, Cambridge,  
Massachusetts – Post-  
Graduate coursework, Public  
Administration, Organizational  
Management

University of Massachusetts,  
Boston, Massachusetts –  
Post-Graduate coursework;  
Performance Measurement

### AFFILIATIONS AND MEMBERSHIPS

American Academy of Park  
and Recreation Administration  
(AAPRA), 2018

Massachusetts Recreation and  
Park Association Professional  
of the Year, 2017

National Recreation and Park  
Association (NRPA)

### SELECT CLIENTS

Town of Gilbert, Arizona

City of Lauderdale Lakes, FL

City of Raleigh, NC

City of University Park, TX

Mecklenburg County, NC

Town of Queen Creek, AZ

Lisa Paradis is a senior manager in our Parks, Recreation, Libraries Practice. She has more than 25 years of experience as a park and recreation director, most recently for the Town of Brookline, Massachusetts. Lisa has helped many organizations and communities embrace systemic challenges through action-oriented strategic planning and financial and organizational management. Her approach involves creating and implementing strategic plans, cost recovery plans, feasibility studies, and organizational assessments. She understands the importance of a thoughtful, mission driven, community-centric, and implementable approach.

### RELEVANT EXPERIENCE

**Parks and Recreation Cost Recovery:** Lisa is an expert in cost recovery strategies for parks and recreation departments. She has led cost recovery efforts for clients including the City of Jefferson City, Missouri; City of Mobile, Alabama; and Town of Gilbert, Arizona. She works with agencies to understand the true costs of providing facilities and services, identify areas of greatest community impact, and develop creative alternative cost recovery strategies.

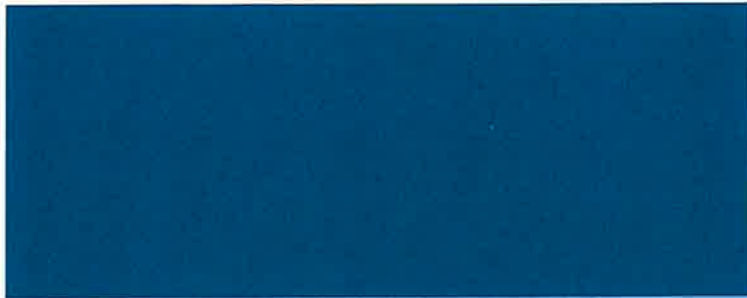
**Parks and Recreation Innovation:** As a leader, mentor, and often provocateur, Lisa helps organizations and communities to achieve unimagined greatness by embracing systemic challenges through bold, action-oriented strategic planning, financial and organizational management. Lisa is steadfast in her pursuit to challenge professionals to think beyond the obvious and tackle challenges from a variety of perspectives to find the best possible solution for their communities.

**Industry Leadership:** Lisa is an expert in parks and recreation and organizational development. She has been a featured speaker at numerous conferences and annually teaches a three-day leadership training course. Lisa is a founding member of Women in Parks and Recreation, an industry group with more than 11,000 members. She is a sought-after mentor to many in the industry.

### PUBLICATIONS AND PRESENTATIONS

"Leveraging Technology, Partners, and People to Create Innovative and Equity Based Systems Plans," Florida Recreation and Parks Association





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Berry, Dunn, McNeil & Parker, LLC provides staff and other administrative resources to BDMP Assurance, LLP. If engaged, BDMP Assurance, LLP will lease professional and administrative staff, both of which are employed by LLC, in performing its services. These individuals will be under the direct control and supervision of BDMP Assurance LLP, which is solely responsible for the performance of our engagement.

The entities falling under the BerryDunn brand are independently owned and neither entity is liable for the services provided by the other entity. Our use of the terms "our Firm" and "we" and "us" and terms of similar import denote the alternative practice structure of Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP.

This proposal is the work of BerryDunn and is in all respects subject to negotiation, agreement, and signing of specific contracts.

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**City of Lodi Parks, Recreation and Cultural Services**  
**Request for Proposals for Comprehensive Program and Fee Study**

**EXHIBIT B – COST PROPOSAL**

Company Name Berry, Dunn, McNeil & Parker, LLC		Federal Tax ID# 01-0523282	
Company Address 2211 Congress Street	CITY Portland	State Maine	Zip 04102
Mailing Address (if different)	CITY	State	Zip
Contact Person Name and Title Charles Snow, Principal		Phone (207) 541-2200	
Email Address csnow@berrydunn.com		Secondary Phone	
Company Website www.berrydunn.com		Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC	

Attach additional pages as necessary to include information required in this RFP, Section IV. SUBMISSION REQUIREMENTS, item 9. Cost Proposal.

Authorized Signature:  \_\_\_\_\_

Date: April 21, 2025

Table 1 presents our proposed costs for completing the City's requested scope of work. We propose a firm, fixed fee inclusive of all time, materials, and travel.

These costs were developed based on the following factors:

- Our detailed work plan narrative presented in our proposal
- Our staffing plan and resource allocation, which provides the client with the appropriate number of resources and the ideal level of expertise to complete the tasks defined in the scope of work
- Our experience conducting projects of similar scope and size

*Table 1: Proposed Costs by Phase*

PHASE	COSTS
Phase 1: Project Planning	\$6,848
Phase 2: Engagement	\$21,036
Phase 3: Cost of Service Analysis	\$25,200
Phase 4: Cost Recovery Policy Updates, Recommendations, and Benchmarking	\$9,664
Phase 5: Draft Project Report	\$8,488
Phase 6: Final Project Report	\$9,480
<b>TOTAL</b>	<b>\$80,716</b>



# EXHIBIT C

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically**

## Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

### Other Insurance Provisions:

- (a) Additional Named Insured Status  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad as** ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.



(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.