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**COMPREHENSIVE PARKS AND RECREATION PLAN UPDATE (RFP #11/12-015)  
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 25th day of June, 2012, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **MIG, Inc.**, a qualified consultant in the class of work required, hereinafter called "Consultant".

W I T N E S E T H

WHEREAS, the City desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant's Proposal in responses to City RFP #11/12-015, attached hereto and incorporated herein by reference. (Hereinafter referenced to as "Proposal");

WHEREAS, Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

The scope of work for this contract is generally defined as **Comprehensive Parks and Recreation Plan Update**. The City's Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within "Attachment A." All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to exercise reasonable care to take such precautions.



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**2. Payment for Project Services**

As full consideration for the Professional Services to be performed by Consultant, City agrees to pay Consultant as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fee of **\$95,660.00** for the project. The City will not hire or directly compensate the Consultant's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Consultant shall be subject to review as to its result by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Consultant's services to the date of payment and shall not forfeit City's right to require the correction of any service deficiencies.

**3. Term**

This Agreement shall become effective upon contract execution and will continue in effect until

MO/DY/YR, or

The Project is completed (Approximately \_\_\_\_\_), or unless earlier terminated as provided herein.

**4. Time Devoted to Work:**

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant's sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

**5. No Unfair Employment Practices:**

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

**6. No Illegal Harassment:**

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Consultant, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Consultant's duties under this Contract shall be considered a material breach of this contract.

**7. Status of Consultant:**

It is the intent of the parties that Consultant shall be considered an independent contractor and that Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the City.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's



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industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

**8. City Ownership of Proprietary Information:**

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of the City.

**9. Public Records:**

Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations.

**10. Insurance:**

Consultant shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation (if applicable) prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

CONSULTANT'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE, IN ADVANCE OF RFP, BID OR QUOTE SUBMITTAL, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY CONSULTANT FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONSULTANT MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Consultant or any Sub-Contractor of the Consultant by the City. Consultant agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Consultant that Consultant shall procure, pay



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for, and maintain the above mentioned industrial insurance coverage at Consultant's sole cost and expense.

Should Consultant be self-funded for Industrial Insurance, Consultant shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

#### **MINIMUM LIMITS OF INSURANCE**

Consultant shall maintain coverage and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Consultant, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Workers' Compensation: Consultant shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.
4. Consultant Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Consultant's insurance levels to meet minimum contract limits shall be borne by the Consultant at no cost to the City.

Consultant will maintain Consultant liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Consultant goes out of business during the term of this Agreement or the three (3) year period described above, Consultant shall purchase Extended Reporting Coverage for claims arising out of Consultant's negligent acts, errors and omissions committed during the term of the Consultant Liability Policy.

Should City and Consultant agree that higher Consultant Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by City. City retains the option to purchase project insurance through Consultant's insurer or its own source.

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. City, its officers, agents, employees, and volunteers are to be included as insureds in respects to damages and defense arising from: activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers,



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employees, or volunteers.

- b. Consultant's insurance coverage shall be Primary insurance as it relates to City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
- d. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONSULTANT or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY except for nonpayment of premium.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Consultant and insurance carrier. City reserves the right to require that Consultant's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

**VERIFICATION OF COVERAGE**

Consultant shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**All certificates and endorsements are to be received and approved by City before work commences.**

The City reserves the right to require complete certified copies of all required insurance policies at any time. Consultant must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Consultant must provide a Certificate of Insurance form to THE CITY OF SPARKS to evidence the insurance policies and coverage required of Consultant.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City, by attachment to the Certificate of Insurance, to evidence the endorsement of THE CITY OF SPARKS as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the



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City, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

**D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

### **SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

### **MISCELLANEOUS CONDITIONS**

- A. Consultant shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Consultant, any SubConsultant, or anyone employed, directed, or supervised by Consultant.
- B. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any SubConsultants under it.
- C. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  1. Purchase such insurance to cover any risk for which City may be liable through the operations of Consultant under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  2. Order Consultant to stop work under this Agreement and/or withhold any payments which become due Consultant here under until Consultant demonstrates compliance with the requirements hereof; or,
  3. Terminate the Agreement.

### **11. Indemnity:**

Consultant agrees to defend, indemnify and hold harmless the City, and the employees, officers and agents of the City from any liabilities, damages, losses, claim, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or employees or agents of the Consultant in the performance of the contract. If the insurer by which the Consultant is insured against professional liability does not so defend the City and the employees, officers and agents of the City and the employees, officers and agents of the City and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.



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**12. Material Breach of Contract:**

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and consultant's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**13. Termination:**

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Consultant from damages owed to the City, or seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 23 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

**14. Licenses and Permits:**

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all



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the laws, regulations and ordinances applicable to the performance of this Contract.

All consultants doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

**15. Drafting Presumption:**

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of the Agreement.

**16. Governing Law:**

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

**17. Jurisdiction and Venue:**

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

**18. Claims:**

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.

**19. Assignment:**

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

**20. Notices:**

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

Lauren Schmitt  
MIG, Inc.  
815 SW 2<sup>nd</sup> Ave., Suite 200  
Portland, OR 97204





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**21. Entire Contract:**

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

**22. Waiver:**

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

**23. Annual Appropriation of Funds:**

Multi-year contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

**24. Severability:**

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

**25. Headings:**

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

**26. Singular Includes the Plural; Gender; Title Reference:**

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.



**27. Execution:**

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
(Consultant)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Geno R. Martini, Mayor

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Linda Patterson, City Clerk



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**Attachment A**

Scope per City of Sparks RFP #11/12-015 for the listed project and the responses provided by MIG, Inc. (included by reference). Final price proposal of MIG is attached to this contract.



Tracy Domingues, Parks and Recreation Director  
City Councilors  
City of Sparks  
431 Prater Way  
Sparks, NV 89432-0857

*Re: Comprehensive Parks and Recreation Plan Update*

Dear Ms. Domingues and City Councilors:

The MIG team is pleased to present the attached work plan as a strategic and cost-effective approach to updating your Comprehensive Parks and Recreation Plan. MIG and M3 Planning together are interested in working with City staff and leaders to help Sparks successfully overcome the current challenges you are facing in providing park and recreation services. We have helped many communities balance available resources with community desires for park and recreation services.

Together, our team brings local expertise and national leadership in parks and recreation to help you create a successful plan update. MIG draws on our previous experiences in working with the City of Sparks on park and recreation planning and design projects. Reno-based M3 Planning adds strong strategic planning expertise from working with the City and Washoe County, as well as other local agencies.

We were delighted to learn our proposal was top ranked for this project, and we have strengthened our approach based on the feedback we received from the Review Committee. Our goal is to work with your community to define a strategic plan of action for the future, while managing the efficient use of limited economic resources. Our team's interdisciplinary approach, experience with both the Sparks and Washoe County strategic plans, and extensive experience in parks and recreation planning and recreation finance equip us with the skills needed to address the many issues affecting Spark's parks and recreation services. The plan we deliver will help the City address its challenges and develop a sustainable parks and recreation system.

If you have any questions or wish to discuss our work plan further, please don't hesitate to contact either myself or Cindy Mendoza ([cindym@migcom.com](mailto:cindym@migcom.com)).

Sincerely,

A handwritten signature in black ink that reads "Lauren Schmitt".

Lauren Schmitt, ASLA, AICP  
Principal



# comprehensive parks and recreation plan update

SUPPLEMENT | MAY 9, 2012



815 SW 2ND AVENUE, SUITE 200 | PORTLAND, OR 97204  
503-297-1005 | [WWW.MIGCOM.COM](http://WWW.MIGCOM.COM)

MIG

SECTION FIVE workplan and cost







## workplan and cost

### Project Understanding

The City of Sparks has come a long way from its early days as an outpost along the California Trail, and later as a small town serving the Southern Pacific Railroad. Today, the City's strong business climate, recreational opportunities, and natural beauty make it a destination for businesses, residents and visitors. Popular civic spaces such as the Sparks Marina and Victorian Square have made this a distinctive, family-friendly community. Higher education opportunities, the growth of the high-tech industry, and nearby recreation opportunities in Reno, Tahoe and Washoe County add to the City's future potential.

Parks and recreation facilities and programs are among the City's most popular and well-used services. For example, Sparks Marina is home to major community-wide events, social gatherings and recreation activities. In northeast Sparks, the Golden Eagle Regional Park sports complex is a high caliber recreation facility now serving as a regional destination. Along the Truckee River, Rock Park Whitewater Park is a unique public space that provides water access for rafters and kayakers. In addition to maintaining valued park sites, Sparks has planned a system of trails that will enhance park access, promote healthy lifestyles, and reduce reliance on driving.



With the recent acquisition of Wedekind Regional Park, the City of Sparks has demonstrated its commitment to protecting valued natural resources. The City also has initiated several sustainability and conservation efforts to save money and support the health of the planet. As part of its Sustainability Action Plan, the City installed solar panels in a

parking lot and on turf at the Golden Eagle Regional Park to generate energy for stadium lights and reduce electrical costs.

Over the past decade, increased population growth and the development of several new master planned communities have increased demand for park and recreation services. However, the recent recession has impacted recreation revenues. Traditional funding sources are declining, leading to unsustainable, long-term budget cuts and a decrease in projected population growth. To account for these challenges, the City has implemented new policies, including re-organizing selected services such as park maintenance. Some service divisions such as Facility and Parks Maintenance and Community Development have been consolidated into a new department in an effort to create a more efficient structure. Yet revenue in the parks and recreation fund is still projected to be insufficient to cover operations.

The City's strategic vision, outlined in the Strategic Plan, is for Sparks to be the city of choice for residents, businesses and visitors. To achieve this vision, the City of Sparks will need to plan for a park and recreation system that can continue to provide a high quality of life for all residents, while relying on limited resources. The plan will require an inclusive process, reaching out to residents of different backgrounds, incomes, and languages. The analysis of parks and access to services will also be especially important, as existing parks and recreation facilities are unevenly distributed throughout the city.

Building on the 2009 updated MIG needs assessment, the MIG Team (with local partner M3 Planning) has designed an approach to your parks and recreation plan update that will provide a thorough analysis of the opportunities and challenges facing the Parks and Recreation Department and City. The approach includes an in-depth assessment of economic conditions and parks funding, organizational changes, current operations, recreation programming, demographics, and changes to the park and recreation facility inventory. Through our approach, MIG will again work collaboratively with Sparks to define a plan of action to successfully respond to the current challenges facing the City with regard to parks and recreation services.



## workplan and cost

### Project Approach

Our approach to the plan update follows four phases, with stakeholder and public engagement incorporated throughout the process. MIG will lead the effort, with project partner M3 Planning providing local expertise and integration with other Sparks and Washoe County strategic planning efforts.

#### Phase 1: Where Are We Now?

The purpose of Phase 1 is to provide a baseline analysis of the City's current park and recreation system, including its economic context, organizational changes, current operations (revenues, expenditures, staffing), recreation programs, demographics, and changes to the park and facility inventory. Our work will focus on defining a baseline assessment of the services, including costs and participation over the past five years. Because we updated the parks inventory as part of the Needs Assessment project, our efforts in this area will focus on changes since then. This information will support discussions with key stakeholders, Department staff, and the Parks and Recreation Commission about City park and recreation assets, issues, and opportunities.

#### Phase 2: Where Do We Want To Be? (Strategic Planning Effort)

In Phase 2, MIG and M3 Planning will work with Sparks to define priority services (and service gaps) for parks and recreation. We will conduct workshops with City staff, the Parks and Recreation Commission, City Council, and community stakeholders to define core services, core audiences, and service provision strategies and metrics. The resulting directions will be presented to the public to get feedback on their funding priorities and the trade-offs they are willing to make so that the City can support priority services.

#### Phase 3: How Do We Get There? (Strategy and Plan Development)

In Phase 3, the MIG Team will recommend policies, strategies, projects and a funding approach to sustain and enhance parks, recreation facilities and programs. This information will be summarized in a draft Parks and Recreation Plan. The

Plan will describe the trade-offs associated with operating the park and recreation system at the current funding level versus the desired level of service identified in Phase 2.

#### Phase 4: Adoption and Implementation

In Phase 4, the MIG Team will take the plan through the approval process, including presentations to the public, Parks and Recreation Commission and City Council. Incorporating this feedback, the refined final plan will present practical, implementable directions to provide core parks and recreation services to the Sparks community in a cost-effective, sustainable, and successful way.



### Proposed Work Plan

A work plan further detailing our approach is provided on the following pages, with the proposed project budget, timeline and deliverables noted by phase.

#### Phase 1: Where Are We Now? June - August 2012

##### *Task 1.1: Project Initiation Meeting*

The MIG Team will meet with the City's project manager or project management team on a conference call to refine project plans, including contract administration, communication protocols, schedule and logistical issues in order to tailor and refine the planning process. We will also provide a request for information, detailing the background information needed for the study.



## workplan and cost

### *Task 1.2: Background Information Review*

The MIG Team is familiar with many of the City's planning documents and background information pertinent to the planning effort which will allow for a more targeted review. MIG will review new information, including completed chapters of the City's ongoing Comprehensive Plan Update, a recent outsourcing study, new population data and projections, and other relevant documents. This task will also include an update to the parks and facilities inventory to document changes since the needs assessment was updated.

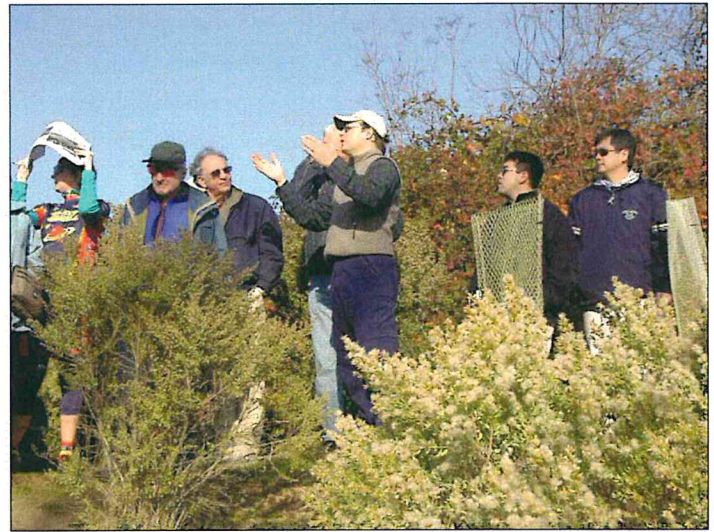
### *Task 1.3: Base Map Update*

Using updated GIS data and the updated inventory, MIG will update the GIS base map used for the Needs Assessment Report illustrating the existing park facilities and planning areas. A PDF map will be provided to the City for review. MIG will revise the base map based on one (1) set of collated comments. The map will be used as the foundation for future maps and illustrative diagrams, and will include wall-size and document-size versions.

### *Task 1.4: Baseline Services Assessment*

This assessment will summarize the City's inventory of parks, trails, recreation facilities, and natural areas; describe major program areas and resources; and review how park and recreation services are provided in Sparks, including organizational shifts over the past five years. Existing parks maintenance practices and procedures will be discussed, as well as the cost of maintaining the Sparks park system. Programs and services, including participation data as available, will be documented.

The services assessment will also include a baseline financial analysis that describes current funding and financing methods used to provide parks and recreation services in Sparks, focusing on operations but incorporating an overview of capital development funding and trends. MIG will work with budget documents and coordinate with staff, then will prepare a written analysis that includes a description of each revenue source, the level of funding or current rates, and who pays. The analysis will also review a five year history of revenues from existing sources, including user fees, past grants and donations as well as tax support.



MIG will provide a draft of this document electronically to the City for review and will make one revision to incorporate consolidated comments.

### *Task 1.5: Parks and Facilities Tour*

MIG will tour a selection of the City's parks, natural areas, and recreation facilities with planning, recreation and maintenance staff to discuss operational issues and concerns, as well as review changes in staffing and the effects on the system. This tour can be structured to invite the Parks and Recreation Commissioners to participate in all or a part of it.

### *Task 1.6: Technical Advisory Committee (TAC) Meeting #1*

The Technical Advisory Committee will consist of Parks and Recreation Department key staff, staff from other departments, and potentially representatives from other public agencies or non-profits. MIG will introduce the planning process to the TAC at the first meeting, review baseline assessment findings, and facilitate a discussion on strengths, weaknesses, opportunities and challenges for parks and recreation in Sparks.

### *Task 1.7: Parks and Recreation Commission (PRC) Meeting*

MIG will facilitate a discussion with Commissioners to review baseline assessment findings and get PRC feedback on strengths, weaknesses, opportunities and challenges.



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### *Task 1.8: Stakeholder Interviews*

MIG will meet with up to eight (8) stakeholders (individuals or small groups) to identify issues and opportunities. We will target one or more interviews at connecting with the Spanish-speaking community to identify issues and needs as well as seek input on ways of effectively engaging a broader cross-section of this important recreation population. We will use our in-house bilingual staff to conduct interviews in Spanish when that is needed. Interviews may be conducted by phone or in person.

### *Task 1.9: Update the Needs Assessment*

Since MIG completed the Needs Assessment Report in December of 2009, the anticipated population growth has slowed and Sparks's current population has decreased. We will quickly re-run the Needs Assessment calculations to adjust for the current population and future projections. Results will be presented in a memo.

### *Task 1.10: State of Sparks Parks and Recreation Report*

MIG will assemble the results of the Phase 1 tasks into a clear, graphical, and easy to access document for distribution and review. At a minimum, the report will include a summary of economic, development, and demographic trends in Sparks; a summary of external trends in parks and recreation services; and an assessment of the strengths, weaknesses, opportunities and challenges for parks and recreation in Sparks. Team



member M3 Planning will contribute regional and local context gained from their work on Sparks and Washoe County strategic plans. This report will conclude with key issues to address in the Parks and Recreation Plan update plan. MIG will submit this report electronically and make one revision based on consolidated comments from the City's project manager.

### *Task 1.11: Project Management*

Ongoing project coordination and management throughout Phase 1 will include coordination calls with staff, team coordination, telephone and email communication, regular project updates via email, and invoicing.

#### **Phase 1 Products:**

- Key milestone schedule
- Base map update
- Parks and facility inventory update
- Baseline Services Assessment
- Attendance at park tour
- TAC Meeting #1 attendance and materials
- PRC Meeting attendance and materials
- Stakeholder interviews (8)
- Needs Assessment Update Memo
- State of Sparks Parks and Recreation Report

**PHASE 1 TOTAL COST: \$24,205**

### **Phase 2: Where Do We Want To Be? September - December, 2012**

#### *Task 2.1: All-Staff Workshop*

MIG will conduct a workshop with Sparks staff responsible for parks and recreation services to discuss core values, vision, mission, core services and potential strategic directions. MIG will begin this workshop with an overview of the key findings from the State of Sparks Parks and Recreation Report. This



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workshop may include staff from multiple departments. This two to three hour session will include large group discussion, small group breakout sessions, and facilitated discussion.

### *Task 2.2: Joint TAC and PRC Work Session* (TAC Meeting # 2/Commission Meeting #2)

MIG with M3 Planning will facilitate a joint workshop with the TAC and PRC to begin defining core values, vision, mission, core services and potential strategic directions. MIG will begin this workshop with an overview of the key findings from the State of Sparks Parks and Recreation Report.

### *Task 2.3: Recreation Provider Workshop*

MIG will organize and facilitate a workshop with representatives from recreation organizations and providers to discuss core recreation services, roles of the city, fee philosophies, and other key questions.

### *Task 2.4: Strategic Plan Framework and Core Services Memo*

Based on the results of the three workshops, MIG will develop a preliminary strategic planning framework. The framework will identify core values that form the basis for parks and recreation services, a guiding vision statement, a mission statement, and core services in parks and recreation. This memo will outline potential strategic directions and will include a discussion of trade-offs and gaps. MIG will provide a Strategic Plan Framework and Core Services Memo to the City for distribution and review, and revise the memo based on consolidated comments.

### *Task 2.5: City Council Work Session*

MIG and M3 Planning will present the findings of the Strategic Plan Framework and Core Services Memo to Council and get their input and feedback on which trade-offs to test with the public.

### *Task 2.6: Order of Magnitude Operations and Revenue Assessment*

After the Council Meeting, MIG will develop an “order of magnitude” operations and revenue assessment that discusses the desired scale or potential level of parks and recreation services to be provided by the City of Sparks in the short and long term. This assessment will be used to develop the public trade-off exercise, where community members are involved in finding the right balance between maintaining affordability and providing the types and amounts of services they desire most.

### *Task 2.7: Public Workshop: Trade-Offs*

MIG will develop a trade-offs exercise for use by the public, modeled on exercises we have recently developed in Pittsburgh, Pennsylvania and Spokane, Washington. In this interactive exercise, members of the public must decide how to allocate available public resources, identify which (if any) additional resources are acceptable, and create a balanced operating budget. MIG will prepare meeting materials, meeting displays, and event flyers. MIG and M3 Planning will facilitate the meeting. City staff will be responsible for meeting logistics and sending out notifications.

### *Task 2.8: Online Trade-Offs Questionnaire*

MIG will re-craft the trade-offs exercise for an online forum. During the 2009 Needs Assessment Update, 600 people weighed in through a questionnaire available for a month. We know that Sparks Parks and Recreation is well connected to its public from this past experience, and will harness this connection to gain broad feedback on trade-offs and service priorities. After the questionnaire is closed, MIG will analyze the results and prepare a summary memo of key findings.

### *Task 2.9: Project Management*

Ongoing project coordination and management throughout Phase 2 will include coordination calls with staff, team coordination, telephone and email communication, regular project updates via email, and invoicing.



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### Phase 2 Products:

- All-staff workshop and materials
- Joint TAC and PRC workshop and materials
- Recreation provider workshop and materials
- Strategic Plan Framework and Core Services Memo
- Attendance at Council Work Session
- Public Workshop: Trade-offs and materials
- Online Trade-offs Questionnaire and materials

**PHASE 2 TOTAL COST: \$33,195**

### Phase 3: How Do We Get There?

January - March, 2013



#### *Task 3.1: Draft Strategies, Actions and Recommendations*

MIG will refine the strategic planning framework incorporating City Council feedback and public involvement results and develop draft strategies, actions and recommendations. Team member M3 Planning will provide input and ensure consistency with other City plan directions.

#### *Task 3.2: Funding Strategy*

MIG will develop a Funding Strategy for parks and recreation which will include capital and operations costs (maintenance and programming) and revenues. This strategy will include a fee policy. The Funding Strategy will make the important distinction between funding sources (e.g., federal, state, local

developers, user fees, non-profits) and financing mechanisms (e.g., grants, loans). A draft document will be provided to the City for distribution and review, and will make one revision based on consolidated comments.

#### *Task 3.3: Capital and Operations Cost Model*

MIG will develop an adaptable cost model that summarizes capital and maintenance costs associated with the recommendations and policies. MIG will also develop a spreadsheet model that will allow staff updates to reflect changing conditions. For this plan, a per-acre average costs for acquiring parkland, developing park facilities, renovating existing sites, maintaining parks at a desired level of service, and providing a desired level of programming will be identified. MIG will provide an electronic file to staff for review and revise the model based on one set of staff comments.

#### *Task 3.4: TAC Meeting #3*

The purpose of the third TAC meeting is to review and discuss the results of Tasks 3.1, 3.2 and 3.3.

#### *Task 3.5: PRC Meeting #3*

MIG will review the results of Tasks 3.1, 3.2 and 3.3 with the PRC and get their input prior to drafting the full plan.

#### *Task 3.6: Administrative Draft Plan*

Based on the previous tasks and the input received, MIG will prepare an Administrative Draft Plan for internal review, and team member M3 Planning will contribute to the draft. The draft will be formatted as a clear, readable and attractive document suitable for public distribution. The Plan will incorporate materials from all deliverables prepared to date, and will also incorporate information about the benefits of the parks and recreation system. The plan document will be designed to be a tool for staff, a reference for elected and appointed officials, and a guide for the general public. MIG will provide digital documents to the City for distribution.

#### *Task 3.7: Project Management*

Ongoing project coordination and management throughout Phase 3 will include coordination calls with staff, team coordination, telephone and email communication, regular project updates via email, and invoicing.



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### Phase 3: Products

- Draft Strategies, Actions and Recommendations
- Funding Strategy
- Draft Capital and Operations Cost Model
- TAC Meeting #3 and materials
- PRC Meeting #3 and materials
- Administrative Draft Comprehensive Parks and Recreation Plan Update

**PHASE 3 TOTAL COST: \$23,455**

### Phase 4: Adoption And Implementation April - June, 2013

#### *Task 4.1: Draft Plan*

The MIG Team will revise the Administrative Draft to prepare a Draft Comprehensive Parks and Recreation Plan Update for public review. The Draft Plan will be based on consolidated comments provided by the City and TAC. MIG will provide a draft document to the City for distribution and review, and will make one revision based on consolidated comments.

#### *Task 4.2: TAC Meeting #4*

The purpose of the fourth and final TAC meeting is to review and discuss the Draft Plan. MIG will prepare meeting materials. The City will be responsible for meeting logistics and notification.

#### *Task 4.4: Joint City Council and PRC Meeting #4*

MIG will present the Draft Plan to the Parks and Recreation Commission and City Council in a joint meeting in a work session or at a regularly scheduled meeting.

#### *Task 4.5: Final Comprehensive Parks and Recreation Plan*

Based on Council, PRC and public feedback, MIG will develop the Final Plan document. MIG will provide both the source Word documents and PDF files to the City.

#### *Task 4.6: Project Management and Closeout*

Ongoing project coordination and management throughout Phase 4 will include coordination calls with staff, team coordination, telephone and email communication, regular project updates via email, and invoicing. Project close out will include transmittal of images, report source files, public involvement materials and PDF maps to the City for future use.

### Phase 4: Products

- Draft Plan
- TAC Meeting #4 and materials
- Joint Council/PRC Meeting and materials
- Final Plan
- Project close-out

A detailed cost proposal by task and expense follows.

**PHASE 4 TOTAL COST: \$14,805**



**TOTAL PROJECT COST ALL PHASES: \$95,660**



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Prepared by MIG, Inc. May 20, 2012		MIG Labor	MP3 Labor	Expenses	Total
<b>Phase 1: Where are we now?</b>					
1.1	Project Initiation Meeting	\$910	\$270	\$15	\$1,195
1.2	Background Information Review	\$1,225			\$1,225
1.3	Base Map Update	\$480		\$50	\$530
1.4	Baseline Service Assessment	\$5,140			\$5,140
1.5	Parks and Facilities Tour	\$2,710			\$2,710
1.6	Technical Advisory Committee (TAC) Meeting #1	\$1,940		\$1,000	\$2,940
1.7	Parks and Recreation Commission (PRC) Meeting	\$1,940			\$1,940
1.8	Stakeholder Interviews	\$2,480			\$2,480
1.9	Update the Needs Assessment	\$1,495			\$1,495
1.10	State of Sparks Parks and Recreation	\$3,020	\$540	\$15	\$3,575
1.11	Project Management	\$910		\$65	\$975
	<b>Task Subtotal</b>	<b>\$22,250</b>	<b>\$810</b>	<b>\$1,145</b>	<b>\$24,205</b>
<b>Phase 2: Where do we want to be? (Strategic Planning Effort)</b>					
2.1	All Staff Workshop	\$2,220		\$15	\$2,215
2.2	Joint TAC and PRC Work Session	\$1,320	\$1,800	\$15	\$3,135
2.3	Recreation Provider Workshop	\$2,200		\$1,000	\$3,200
2.4	Strategic Plan Framework and Core Services Memo	\$2,900			\$2,900
2.5	City Council Work Session	\$1,620	\$1,800	\$500	\$3,920
2.6	Order of Magnitude Operations and Revenue Assessment	\$1,980			\$1,980
2.7	Public Workshop: Trade-Offs	\$5,530	\$1,800	\$1,000	\$8,330
2.8	Online Trade-Offs Questionnaire	\$6,310			\$6,310
2.9	Project Management	\$910		\$295	\$1,205
	<b>Task Subtotal</b>	<b>\$24,970</b>	<b>\$5,400</b>	<b>\$2,825</b>	<b>\$33,195</b>
<b>Phase 3: How do we get there? (Strategy and Plan Development)</b>					
3.1	Draft Strategies, Actions and Recommendations	\$2,490	\$540		\$3,030
3.2	Funding Strategy	\$960			\$960
3.3	Capital and Operations Cost Model	\$4,120			\$4,120
3.4	TAC Meeting #3	\$1,555		\$500	\$2,055
3.5	PRC Meeting #3	\$1,555			\$1,555
3.6	Administrative Draft Plan	\$10,160	\$540	\$15	\$10,715
3.7	Project Management	\$910		\$110	\$1,020
	<b>Task Subtotal</b>	<b>\$21,750</b>	<b>\$1,080</b>	<b>\$625</b>	<b>\$23,455</b>
<b>Phase 4: Adoption and Implementation</b>					
4.1	Draft Plan	\$8,100	\$270	\$15	\$8,385
4.2	TAC Meeting #4	\$1,115		\$500	\$1,615
4.3	Joint City Council and PRC Meeting #4	\$1,115		\$100	\$1,215
4.4	Final Comprehensive Park and Recreation Plan	\$2,640		\$15	\$2,655
4.5	Project Management and Project Closeout	\$910		\$25	\$935
	<b>Task Subtotal</b>	<b>\$13,880</b>	<b>\$270</b>	<b>\$655</b>	<b>\$14,805</b>
	<b>Project Total Costs</b>	<b>\$82,850</b>	<b>\$7,560</b>	<b>\$5,250</b>	<b>\$95,660</b>