

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 25, SERIES 2024**

**A RESOLUTION APPROVING THE CONTRACT WITH
BERRY, DUNN, MCNEIL & PARKER, LLC FOR PROST MASTER PLANNING
SERVICES**

WHEREAS, the Town Council of the Town of Timnath (the “Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS attached hereto as **Exhibit A** is the Independent Contractor Agreement for PROST Master Planning Services between the Town and Berry, Dunn, McNeil & Parker, LLC, dated March 12, 2024; and

WHEREAS, the Town Council is familiar with the Independent Contractor Agreement and finds it to be in the best interest of the Town, its residents, and the general public to enter into the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$99,208.00 is hereby approved, authorized, and ratified to enter into a contract with Berry, Dunn, McNeil & Parker, LLC for PROST master planning services. The required agreements may be finalized by the Town Manager, in consultation with the Parks & Recreation Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MARCH 12, 2024.

TOWN OF TIMNATH, COLORADO


Mark J. Soukup, Mayor

ATTEST:


Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A
Independent Contractor Agreement

**INDEPENDENT CONTRACTOR AGREEMENT
(PROST Master Planning Services)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 12th day of March, 2024, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and BERRY, DUNN, MCNEIL & PARKER, LLC, a Maine limited liability company (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries;

WHEREAS, the Contractor is in good standing with the Maine Secretary of State (*see Exhibit C*); and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to §§ 31-15-101 *et seq.*, C.R.S.;

WHEREAS, the Town has appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body

of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to Contractor or authorized by the Town through the Town Council.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of March 13, 2024 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until the date such approval is received.

3. ADDITIONAL SERVICES. The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the Town's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the scope or type of services are expected to change, Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the Town, at the Town's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the

Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at the statutory rate. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the

Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the Town, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the Town, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor's employees that are members of the Colorado Public Employees' Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

12. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor, provided, however, that subcontractors of the Contractor shall not be required by the Town to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form

reasonably acceptable to the Town and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against

all such liens or verified statements of claim filed with the Town for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the Town and each of its directors, officers, contractors, employees, agents and consultants (collectively "Town Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims") by the Town Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the Town Indemnitees for the negligence of the Town or the negligence of any other Town Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. The Contractor will at all times indemnify, defend and hold harmless the Town Indemnitees from and against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, and any damages to the Town resulting from such claims or liens. After written demand by the Town, the Contractor will immediately cause the effect of any suit or lien to be removed from the Town's property or adjacent property. In the event the Contractor fails to do so, the Town is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof will be immediately due and payable by the Contractor or may, at the Town's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the Town, defend said suit at its own cost and expense, with counsel satisfactory to the Town and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the Town's property or any other property.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 16. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Town's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

17. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. SUBCONTRACTORS. The Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the Town's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

19. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause by the Contractor upon delivery of thirty (30) days' prior written notice to the Town or for cause or convenience by the Town by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon such thirty (30) day written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the default within the cure period after notice of default set forth in Section 20. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement which is not timely cured, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town, unless the Town terminates the Agreement for convenience.

20. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times

within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

21. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

To the Town: Town of Timnath
 Attn: Town Manager
 4750 Signal Tree Drive
 Timnath, CO 80547
 970-224-3211 (phone)
 970-224-3217 (fax)

With copy to: Timnath Town Attorney
 4750 Signal Tree Drive
 Timnath, Colorado 80547
 (970) 224-3211 (phone)
 (970) 224-3217 (fax)

Contractor: Berry, Dunn, McNeil & Parker, LLC
 2211 Congress Street
 Portland, ME 04102
 Attention: Chad Snow
 (207) 541-2294 (phone)

22. AUDITS. The Town shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records), and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the County in which the work is being performed. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the Town's request, the Contractor will consent to being joined in litigation between the Town and third parties related to the Work or this Agreement, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree

that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

30. NEGOTIATED PROVISIONS AND PRIORITY. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement. In the event of a conflict between the terms of the body of this Agreement and the Exhibits attached to this Agreement, the terms of the body of this Agreement shall control. Any waiver of liability or warranty or requirement for payment of attorneys' fees by the Town contained in any Exhibit shall not be binding against the Town.

31. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall

give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

34. TAX EXEMPT STATUS. The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

36. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "Work") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the Town, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Aaron Adams
A7C88DD439CA46...
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:
Milissa Peters-Garcia
07A6AF3B02114D7...
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carolyn Steff
F4483963E0D949F...
Town Attorney

Town's Signature Page to Independent Contractor Agreement for PROST Master Planning Services Services with the Town of Timnath and Berry, Dunn, McNeil & Parker, LLC, dated March 13, 2024

BERRY, DUNN, MCNEIL & PARKER, LLC:
a Maine limited liability company

DocuSigned by:

F5026796C05047D...

Printed Name: chad snow

Title: Principal

Contractor's Signature Page to Independent Contractor Agreement for PROST Master Planning Services Services with the Town of Timnath and Berry, Dunn, McNeil, & Parker, LLC, dated March 13, 2024

EXHIBIT A

SCOPE OF SERVICES

The Town of Timnath Town Parks, Recreation, Open Space & Trails (PROST) Master Plan Request for Proposals dated January 8, 2024, as well as the Proposal to Provide a Parks, Recreation, Open Space, and Trails Master Plan dated February 7, 2024 from Contractor to the Town shall constitute the Scope of Services.

4750 SIGNAL TREE DR.
TIMNATH, CO
(970) 224-3211
(970) 224-3217 – FAX

Town of Timnath

REQUEST FOR PROPOSALS SPECIFICATIONS

I SCOPE OF WORK

The Town is seeking proposals from qualified applicants compliant to background checks and screenings to create a PROST Master Plan for the Town of Timnath.

Service shall include furnishing all labor, tools, equipment, materials and appurtenances, vehicles, and personnel necessary to provide the services as described in the contract documents.

Background Information: Town of Timnath was incorporated on July 6, 1920 and adopted its home rule charter on November 3, 2015. Timnath is located due east of Fort Collins in Larimer County and sits at a major regional crossroad at the intersection of I-25 and Harmony Road.

As the town continues to rapidly grow and develop, the Town must remain prepared to meet the needs and wants of the residents. As such, the Town of Timnath Parks & Recreation department is a new department within the Town, formally created in March 2023. This PROST Master Plan will assist the Town with building the foundation of and future for the Parks & Recreation department.

The Town previously completed a 2011 PROST Master Plan, which was updated as part of the 2018 Comprehensive Plan. This new PROST Master Plan may utilize information from the 2011 Plan but is an entirely new project.

PROST Master Plan Overview: This PROST Master Plan agreement shall be awarded to the best qualified company that meets all requirements outlined by the Town.

A. PROST Master Plan

1. **Plan Structure.** There will be three phases of the Master Plan development process:
 - a. **Internal Review:** This phase of the planning process will include reviewing studies, policies, procedures, agreements, plans, geospatial data, inventories, and other information relevant to understanding what makes the Town unique among park and recreation providers.
 - b. **Needs Assessment:** The Analysis phase of the project will identify Town program and facility needs, as interpreted from two separate processes: (1) Community Input Analysis, utilizing several public input methodologies; and (2) Geospatial Analysis. Other factors may also contribute to the needs assessment.
 - c. **Implementation Planning.** The Implementation planning phase will provide a clear structure for responding to the needs identified in the Phase 2 Needs Analysis. This will bring together information from the first two phases to provide clear 10-year plan.
2. **Master Plan Contents.** Utilizing the three phases outlined in the Plan Structure, the completed Master Plan may include the following:
 - a. **Community Survey/Needs Assessment:** Contractor shall manage and coordinate public engagement and outreach regarding the community survey and needs assessment. The needs assessment must include the following:
 - i. **Services and Facilities Analysis:** The Survey shall determine the benefits to and demand for services and facilities from current and future residents.

- ii. Amenities: The Survey shall determine potential areas of shortfall or oversupply and shall provide direction on amenities to pursue.
 - iii. Recreation Programs and Facilities: The Survey shall identify levels of satisfaction, perceptions, health impacts, use patterns and priorities for recreational programs and facilities.
 - iv. The survey must be statistically valid and must utilize diverse communication strategies in order to reach all demographics.
 - v. Interviews and Meetings: as part of the needs assessment, Contractor must engage with the public in the form of community meetings, meet with the PROST committee, and engage in interviews with Town staff.
- b. Program development plan for acquisition and development of parkland, recreation facilities, open space, trails and parks maintenance and administration of facilities for the future. Tasks included within this plan development may include:
- i. Park Amenities Inventory/Analysis: Contractor will visit and inventory all Town parks, open space areas, trails and recreational facilities with staff. An assessment of existing conditions and potential contributions to the overall parks and recreation system will be taken. Improvements to facilities which the Town could use to improve their maintenance, accessibility, safety, aesthetic quality, quantity, functionality, impacts to community health and environmental sustainability, will be included. All sites mapped, along with trails and open space connections to document the current Town system. The following question must be answered: As the Town builds, how does the Town make sure it diversifies the parks?
 - ii. Recreation Center Desirability: Utilizing the results of the community survey, Contractor shall determine the community's needs/desire for a Recreation Center. If favorable, Contractor shall perform a feasibility study (priced separately).
 - iii. Trail Development: Contractor shall answer the following questions: What should the Town do with current and future trails? Where are the gaps?
 - iv. Open Space: Contractor shall determine the parameters to buy or not to buy open space. Contractor shall answer the following questions: When should the Town purchase open space? Why should the Town purchase certain open spaces? Passive open space or programmed open space options shall be separately evaluated.
 - v. CORE Services must be outlined based on citizen feedback.
- c. Programs Master Plan: Contractor will work to define standards for the development and implementation of recreation programs.
- i. Plan Contents. Programs Plan must include inventory or list of programs of interest, amenities required for programs of interest, plans of private or Town-administered programs, standards for programs, costs for programs, and cost recovery benchmarks.
 - ii. A list of policy criteria may include but is not limited to the following: (i) using data provided from the survey to outline an inventory or list of programs of interest; (ii) levels of service for programs will be identified and established for each program area; (iii) developing program criteria that will be used to determine the viability and sustainability of future programs; (iv) accessibility factors or barriers to participation (e.g. program costs, cultural factors, transportation, etc.); (v) community benefit or specialized vs generalized program; (vi) program cost and cost recovery models associated with the programs recommended and overall community benefit; (vii) availability of resources such as staffing and funding; (viii) availability of facilities; and (ix) competition or other program offerings in the community.
- d. Internal Changes: Based on the Internal Review and Needs Assessment, the Master Plan shall include (i) a Staffing Plan; (ii) Policies, Strategies, and Projects to sustain and

enhance the Town's offerings; and (iii) Budget Support and Funding Mechanisms for the short-term, mid-term, and long-term.

- e. **Regional Review:** The Master Plan shall include a system-wide review of all local and regional plans/strategies related to parks, recreation, open space and trails. This should include evaluations of Levels of Services metrics compared to Town sizes.
- f. **PROST Model:** The Master Plan must include a list of action items based on perceived priorities of the citizens. The action items must be formed into written goals, plans, objectives, and policy statements that articulate a clear vision and "road map" and model for the Parks and Recreation Department's future
- g. **Fees analysis:** Fees analysis should include all relevant fees related to implementing the PROST Master Plan.

B. PROST Master Plan Implementation and Action Plan

1. **Action Plan.** An action plan will identify specific projects, policy changes and other actions that are necessary for implementing the plan. Not only does this include the development of additional facilities and programs for the community but should include maintenance and improvements to existing parks, open space areas, recreation facilities and programs and events. High priority projects will generally include those needed within the next 5 years, while lower priority projects may happen in years 6-10. Each action will include costs, responsible parties, potential funding or implementation sources and community triggers (specific benchmarks and/or measurements) that indicate when the Town should implement the project. Possible community triggers may include attainment of certain population levels, expression of community demand for a project, funding availability or other triggers the Contractor has observed other agencies employ.
2. **Budgets.** As part of this, identification of important capital issues in relation to the Master Plan that will need to be incorporated into a 10-year capital improvement program. Additionally, identification of important operational issues, such as program development and maintenance needs will need to be incorporated into future budgets.
3. **Plan Drafts.** The purpose of this task is to communicate the vision of the plan in a form that is easily understood. A draft Master Plan will be prepared that documents the process, shows how the recommendations were formulated, and displays the results in a concise format. This task will shape the results of the prior analytical process into a Master Plan for guiding the short and long-term future of parks and recreation in the Town. As best as possible, the Master Plan should be represented in narrative form but also in graphical form, utilizing maps, graphs, charts, photography and other visual representations. The Town desires to also have the Master Plan easily transferred to an electronic format that can be displayed and consumed with minimal effort on a web page or within social media.
4. **Deliverables and Presentations.** The Master Plan deliverables and presentations must include a minimum of three (3) meetings with the Town Council and/or PROST Committee, one at the time of the presentation of the draft Master Plan, and one at the adoption of the final Master Plan; a color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with Town standards; a color version of the final Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with Town standards; and a color version of the final Executive Summary consisting of one (1) printed copy and an electronic version in a format compatible with Town standards.

C. Post-Master Plan Services. Contractor must provide a list of ongoing support and/or implementation assistance plans which may be utilized after the Master Plan has been completed.

D. Parks and Facilities Summary. Current Town Parks and Facilities include 30 Acres of developed Park Land, investing \$6 Million in a 22 Acre Park at Wild Wing, 108 Acres for 4 future parks, 7.9 miles of

trails and 131 acres out at Timnath Reservoir. Please see the Town of Timnath Parks and Recreation webpage, <https://timnath.org/parks-and-recreation/>, for details on current park amenities.

- E. Project Budget.**-The budget for the PROST Master Plan and implementation has a \$100,000.00 budget. Services must be completed within the budget.

II PROPOSAL CONTENT

Interested firms should provide at least the following information:

- 1) Contact information – Including business address, phone number, email address, and names principals, officers and directors of this firm.
- 2) A statement of the availability of the company to undertake the services.
- 3) Resumes, specific duties and responsibility commitments, and general percent of time allocation for individuals working on these services.
- 4) Description of your company and approach to providing the proposed services, to give the Town the opportunity to understand your process and product.
- 5) Provide an Pricing list for the following:

- a) The cost proposal shall indicate the costs/rates for all proposed requested Services.:

Submit a not-to-exceed cost breakdown of the project, including hourly rates and totals for all team members including sub firms, estimated total travel and material expenses, and any other reimbursable costs as separate line items, for the work identified by the firm in the proposal submittal. Specify which support and implementation projects will be included within the not-to-exceed cost.

List of anticipated reimbursable expenses and the rate charged for each

Optional Recreation Center Feasibility Study cost (not-to-exceed cost)

Ongoing Support/Implementation Assistance rates, not included in the above not-to-exceed cost breakdown of the project.

Additionally, the Town may require other Services not listed above. Please provide hourly rates for Services not covered above:

- 6) Provide references of at least three current or previous municipal customers and their Master Plan projects.

III PROPOSAL SCORING

The Town will score proposals based on the following weighted criteria:

1. Qualifications and Similar Project Experience, Including References (25%)
2. Effectiveness of Proposed Work Plan and Project Understanding (20%)
3. Innovative Engagement Strategy (20%)
4. Strength of Consultant's Team (20%)
5. Professional Fee (10%)
6. Clarity and Responsiveness of Proposal (5%)

4750 SIGNAL TREE DR.
TIMNATH, CO 80547
(970) 224-3211
(970) 224-3217 – FAX

Town of Timnath

REQUEST FOR PROPOSALS

COVER SHEET

Date:January 8, 2024
Proposal/Bid Title: Town of Timnath Town Parks, Recreation, Open Space & Trails (PROST)
Master Plan
Proposals Will Be Received Until:February 7, 2024 @ 4:30 p.m., Local Time
Town Center, 4750 Signal Tree Drive, Timnath, CO 80547

Submissions shall be addressed to Lauren Thomson, Procurement Specialist via Rocky Mountain E-Purchasing System (“BidNet System”): <https://www.bidnetdirect.com/colorado/town-of-timnath>

For Additional Information or Questions, contact Lauren Thomson via Rocky Mountain E-Purchasing System (“BidNet System”): <https://www.bidnetdirect.com/colorado/town-of-timnath>

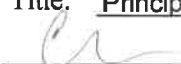
Documents Included in This Package:Request for Proposals Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Request for Proposals Specifications

If any of the documents listed above are missing from this package or if you require additional information, please call Town Administration at (970) 224-3211.

The undersigned hereby affirms that:

- (1) he/she is a duly authorized agent of the contractor,
- (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her proposal,
- (3) the proposal is being submitted on behalf of the contractor in accordance with any terms and conditions set forth in this document,
- (4) the contractor will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety calendar days following the date of submission, and
- (5) he/she understands and accepts that all contract awards are subject to acceptance of the terms of the Town’s form of independent contractor agreement, a copy of which is available upon request.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Berry, Dunn, McNeil & Parker, LLC Fax: (207) 774-2375
Address: 2211 Congress Street City/State: Portland, Maine Zip: 04102
Contact Person: Charles Snow Title: Principal Phone: (207) 541-2200
Authorized Representative’s Signature:  Phone: (207) 541-2200
Printed Name: Charles Snow Title: Principal Date: February 7, 2024
Email Address: csnow@berrydunn.com



PROPOSAL



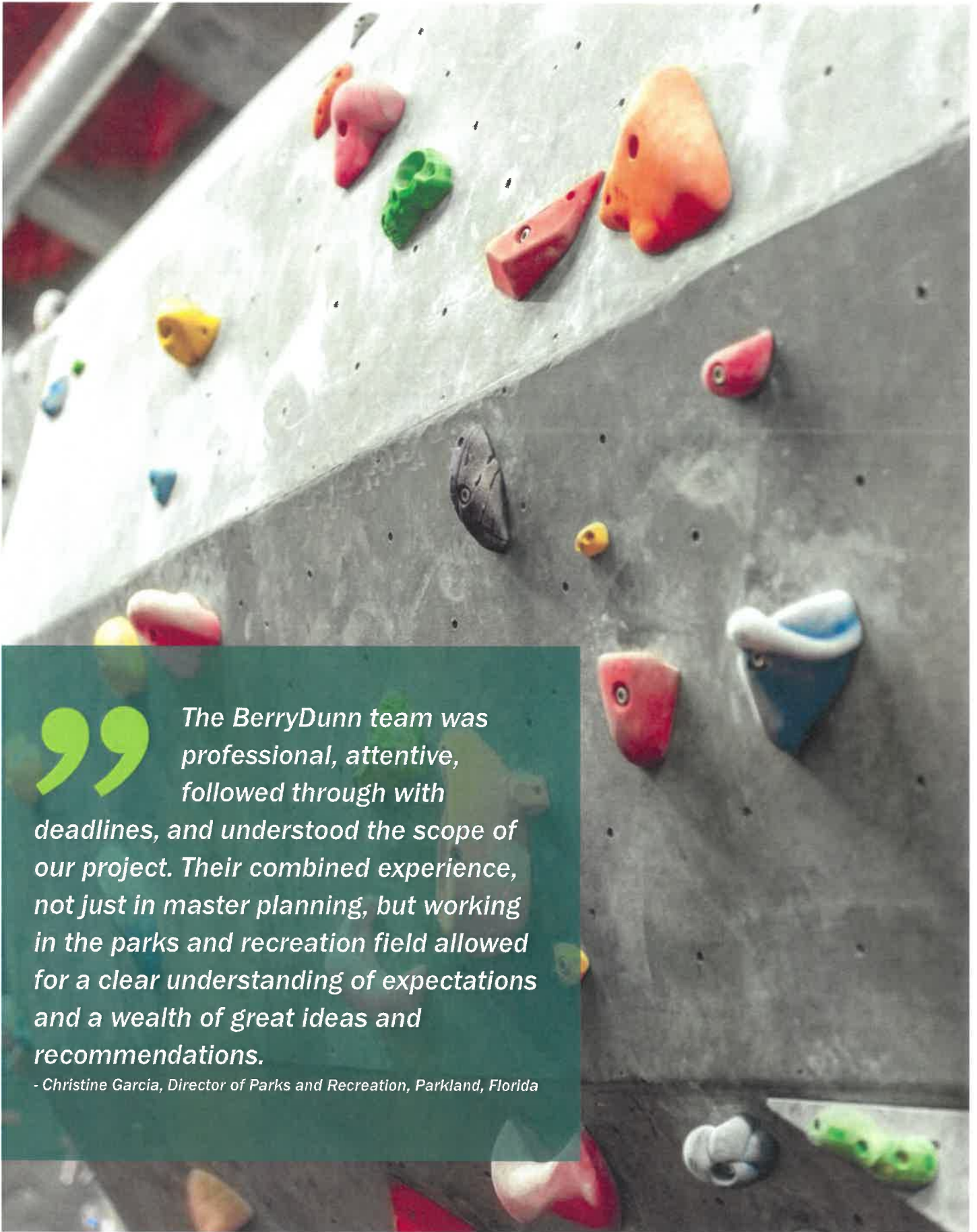
PROPOSAL TO THE Town of Timnath

TO PROVIDE A
**Parks, Recreation, Open
Space, and Trails
Master Plan**

BerryDunn
2211 Congress Street
Portland, ME 04102

Chad Snow, PMP®
Principal-in-Charge
Jason Genck, MPA, CPRP
Project Manager
James Clanton, MPA, MLS
Engagement Manager

Submitted February 7, 2024



”

The BerryDunn team was professional, attentive, followed through with deadlines, and understood the scope of our project. Their combined experience, not just in master planning, but working in the parks and recreation field allowed for a clear understanding of expectations and a wealth of great ideas and recommendations.

- Christine Garcia, Director of Parks and Recreation, Parkland, Florida

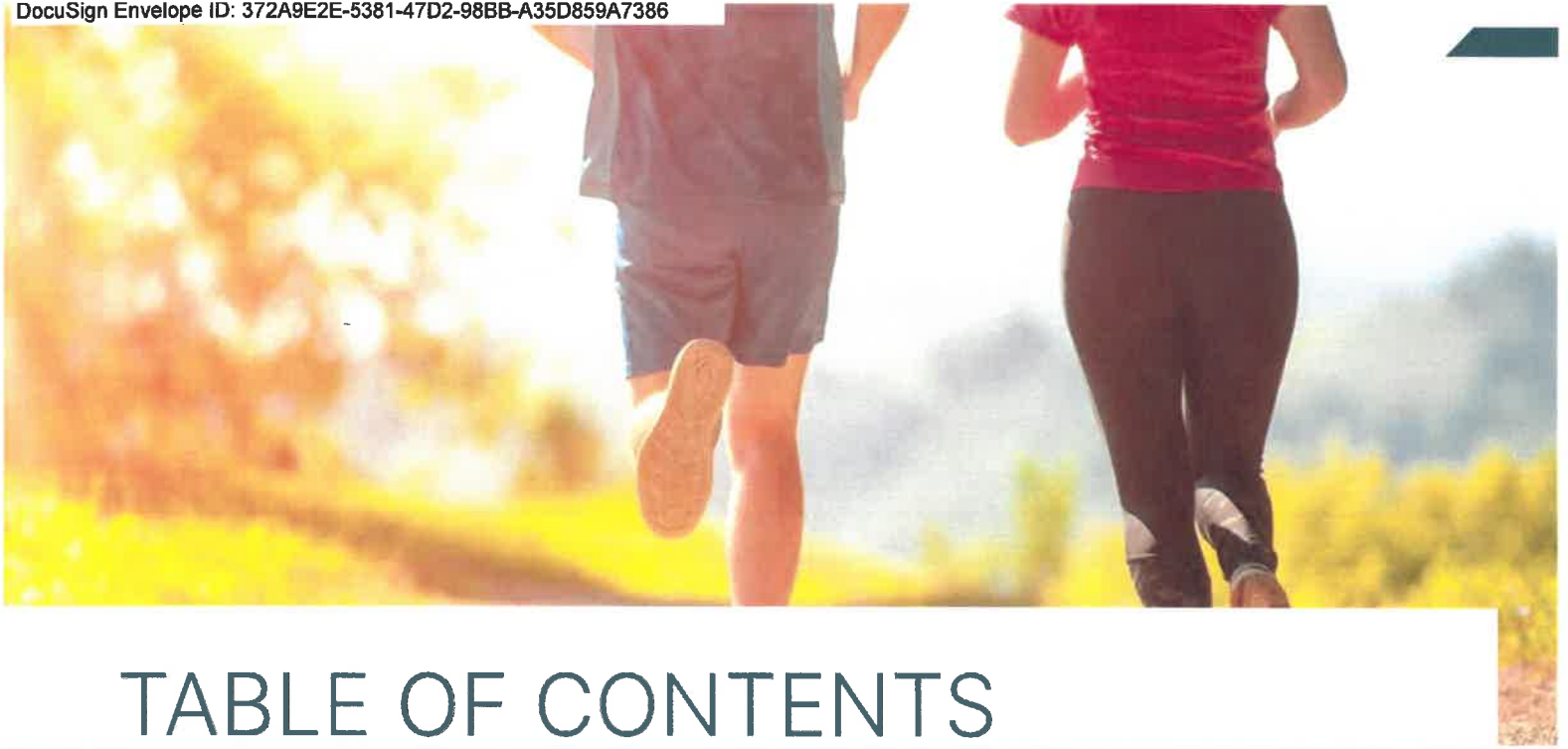


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February 7, 2024

Town of Timnath
Attention: Lauren Thomson
Town Center
4750 Signal Tree Drive
Timnath, CO 80547

Dear Lauren Thomson and Members of the Selection Committee:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to submit this proposal in response to the Town of Timnath's (the Town's) Request for Proposals (RFP) for a Parks, Recreation, Open Space & Trails Master Plan.

BerryDunn is an independent management and consulting firm that has experienced sustained growth throughout its 50-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 master and strategic planning, programming and financial analysis, feasibility studies, change management, service quality assessments, 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 Town 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. We appreciate the opportunity to guide that process and co-author the direction to be taken to best serve the Town, and we hope for the chance to be the Town's selected partner on this initiative.

Our Proud Subcontracting Partnership

BerryDunn has carefully assembled a highly qualified project team intended to help the Town achieve its goals and objectives for this important initiative. In partnership with ETC Institute (ETC), we will contribute tailored and valuable insights, lead thorough information-gathering activities, and develop recommendations in alignment with current and future needs and in conformance with best practices defined by national, regional, and local associations.



Why Choose the BerryDunn Team?

We are confident that we are best suited to assist the Town with this parks, recreation, and open space master planning effort, and we ask that you consider the following reasons why the BerryDunn-led team would be the ideal partner on this planning initiative.



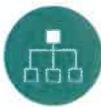
We have firsthand experience serving clients in the State and bring locality through our project team members. We take pride in our long history serving organizations like the Town on similar initiatives. In fact, we have conducted more than 70 relevant projects in the State, including for the Town of Erie, City of Commerce City, and Hyland Hills Park District, among others. We also have 14 employees who reside locally, including several of our proposed project team members. These individuals and others will provide unique insights and lessons learned from their years of service and relevant project work to help ensure master planning success for the Town.



We understand how to innovate within public-sector parameters because we have held similar positions. Each of our proposed team members has decades of experience working in local government park and recreation agencies. We leverage these experiences to provide best practices and coaching related to developing high-performance teams, delivering remarkable customer experiences, improving and maintaining level of service, and more.



We offer a mixed-method approach to public engagement. Our approach to master planning projects focuses on engagement and buy-in. Our planning process is a journey that builds momentum from our very first step. Our project team has done this work both as practitioners and consultants and are recognized as leaders in the industry in many areas, including outreach, engagement, and implementation. We will create an inclusive process for the Town and its residents. Strategies include but will not be limited to an online survey, statistically valid survey, meetings, workshops, and interviews. Our variety of engagement methods are intended to reach the entire community—including youth, low-income households, renters, businesses, non-profits, strategic partners, ethnic groups, senior citizens, and those with disabilities. In the end, we will overlay the input from these multiple resources to determine common themes and goals to meaningfully guide the recommendations and strategies of our work. Community engagement is the foundation of all our planning projects—robust participation from Town residents will not only accomplish the goal of acquiring public sentiment, but also foster a continued sense of community, empowerment, wellness, and safety in the Town.



We have carefully assembled a team to meet your needs. Our proposed project manager, Jason Genck, offices in Windsor, Colorado (within minutes from your community), has over 30 years of experience in the parks and recreation industry, and is a sought-after thought leader in this space. Our team also includes other key team member(s), primarily Colorado-based, who have over 80 years of combined experience in the parks and recreation industry. Unified with ETC Institute, we are well-positioned to deliver an unmatched consulting experience, lead a sound master planning process, and help ensure desired project outcomes to the Town.



We offer a proven yet flexible approach. We will work closely with the Town and its community to thoroughly understand the current environment and develop realistic and implementable recommendations to guide strategic progress. Our team will review outcomes from previous planning efforts, such as the Town's Comprehensive Plan and Timnath Parks and Recreation Master Plan (2011); effectively engage the Town's leadership, staff, and community members; and consider various data elements to inform our efforts and help the Town efficiently run its parks and recreation system. Our efforts are performed through an equity lens, as well as focused on delivering high-quality services to residents and visitors alike.

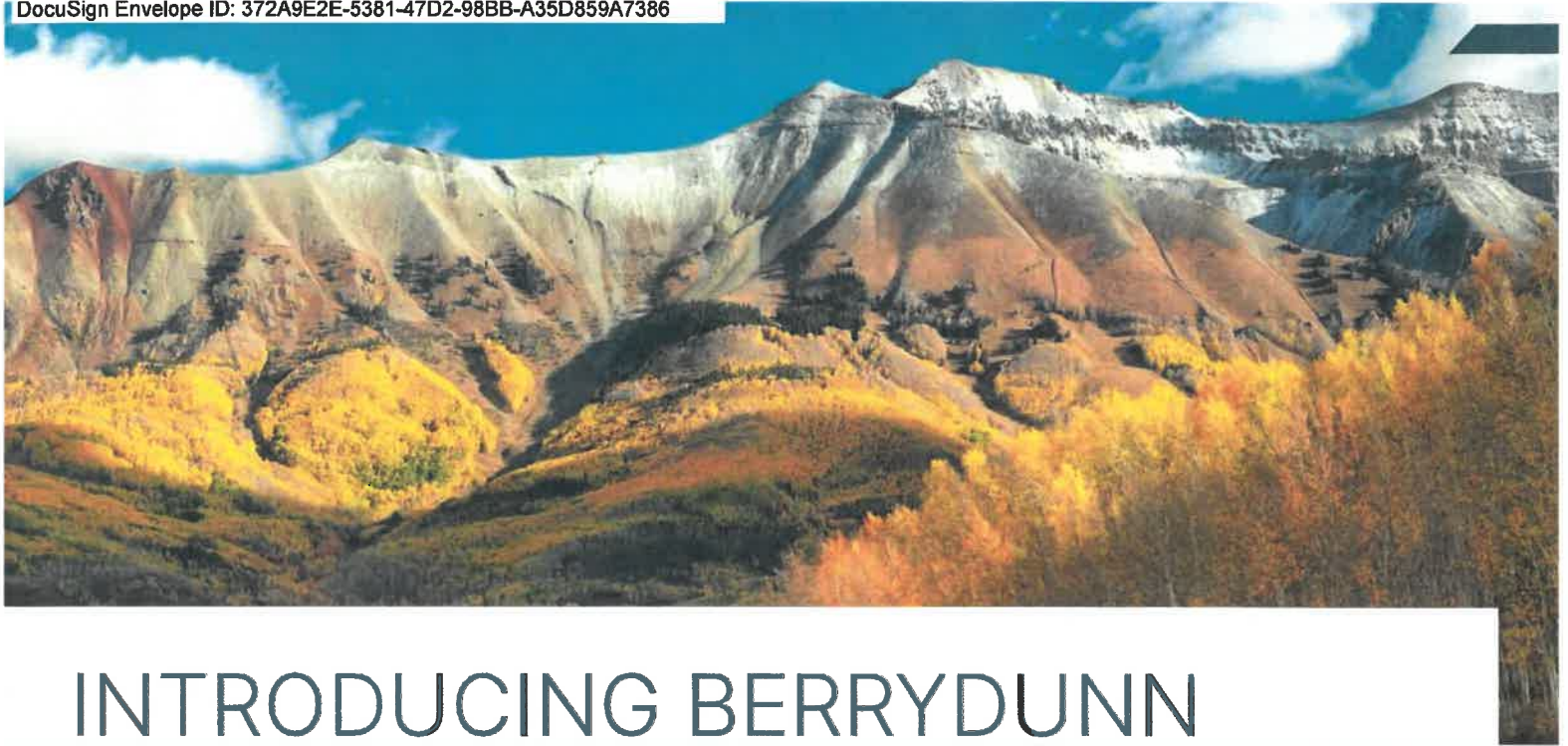
We have read the Town's request and reviewed its terms, conditions, and contents presented therein. Our proposal is a firm and irrevocable offer valid for 90 calendar days from the proposal due date of February 7, 2024. As a principal in BerryDunn's Local Government Practice Group and chief operating officer of BerryDunn's Consulting Services Team, I am authorized to bind BerryDunn to the commitments made therein. If you have any questions related to this proposal or updates during the evaluation process, please consider me the Town's primary point of contact and feel free to connect with me directly using the information provided below.

Sincerely,

Chad Snow, PMP®, Principal, Chief Operating Officer
BerryDunn, 2211 Congress Street, Portland, ME 04102
Tel/Fax: 207-541-2294 | Email: csnow@berrydunn.com

SECTION 01





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:

- Master Planning
- Strategic Planning
- Needs Analyses
- Financial Analyses
- Cost Recovery
- Quality Assessments

All our *Parks, Recreation, Libraries Practice* 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 Town manages. Our team members are also dedicated teachers in helping advance new and evolving concepts in the field, which ***we believe matters when advancing on the first parks and recreation focus for the Town.*** Collectively, our team of more than 20 professionals have completed over 650 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. In addition, most of our team members are thought-leaders, teachers, and partners with most state, regional, and national parks, recreation, and library associations in the nation. We take pride in learning with other professionals and communities, while also providing mentorship and guidance, especially with new and growing organizations like the Town of Timnath.

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 300 consultants dedicated to serving nearly all aspects of local and state government, we offer a holistic approach to the Town's initiative. It is through our firsthand

Hear from the Parks, Recreation, Libraries Practice Leaders

To gain inside perspective of our Parks, Recreation, Libraries Practice, listen to Jason Genck and Lisa Paradis by scanning the QR code.



experience in parks and recreation and our broader team's well-rounded perspective that we bring tailored insights and firsthand perspective related to the government operations and community needs that impact every project.

Whatever your plans may be, ***we will be with you at each step.***

Providing Services On Time

We have been providing professional consulting services for more than 30 years and use proven methodologies and tools to perform our work. As a result of this experience, we are skilled at developing realistic timelines that take the client's specific needs and common scheduling challenges into account. For example, when a project entails meeting with several agency stakeholders, we build time in the schedule for follow-up meetings, because we know that stakeholders' schedules can change on short notice, often due to circumstances beyond their control. Once we have a signed contract, our project manager manages the project according to the agreed-upon work plan, schedule, and budget. We have an excellent track record of meeting deadlines and, as a standard practice, we only allow changes to the timeline, scope, or project fees based on changes that are documented and approved by the client.

Some BerryDunn staff members work exclusively on one engagement, while others work on multiple engagements concurrently. On average, staff members work on four to six projects at any given time. Our consultants are accustomed to traveling to client sites based on the needs of the project. Consultants spend an average of 50% of their time working on-site at client locations and the remainder of their time working from one of BerryDunn's offices or their home office.

Because of our work with clients nationally (including in Alaska, Hawaii, and U.S. territories), we are accustomed to working across all U.S. time zones. During project planning, we work with the client to discuss communication methods and identify strategies to promote effective communication—including communicating across time zones. We commit to responding to messages and calls within 24 hours of receipt—though our usual response time is much shorter. All team members are equipped with the technology and tools needed to perform their work (e.g., email, phone, project collaboration tools), which enables them to work from any location and be responsive to clients' needs.

Company Information

Company Name: Berry, Dunn, McNeil & Parker, LLC (BerryDunn)

Founded and Incorporated: 1974 in Maine

Headquartered: 2211 Congress Street, Portland, Maine 04102

Locations: Arizona, Connecticut, Maine, Massachusetts, New Hampshire, Puerto Rico, and West Virginia

Business Type: Limited Liability Company (LLC)

Employees: 850+ nationwide

Website: www.berrydunn.com





How Do We Share Ideas?

Our **Parks, Recreation, Libraries Practice** 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 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”*
- “Impact Fees and Cost of Service”*
- “Successfully Implementing a Strategic Plan”*



**NATIONAL
RECREATION AND PARK
ASSOCIATION**



Want to know more about BerryDunn’s innovative approach to community engagement?
 Hear more from our practitioners and clients in the Let’s Talk Parks! Podcasts featured below.



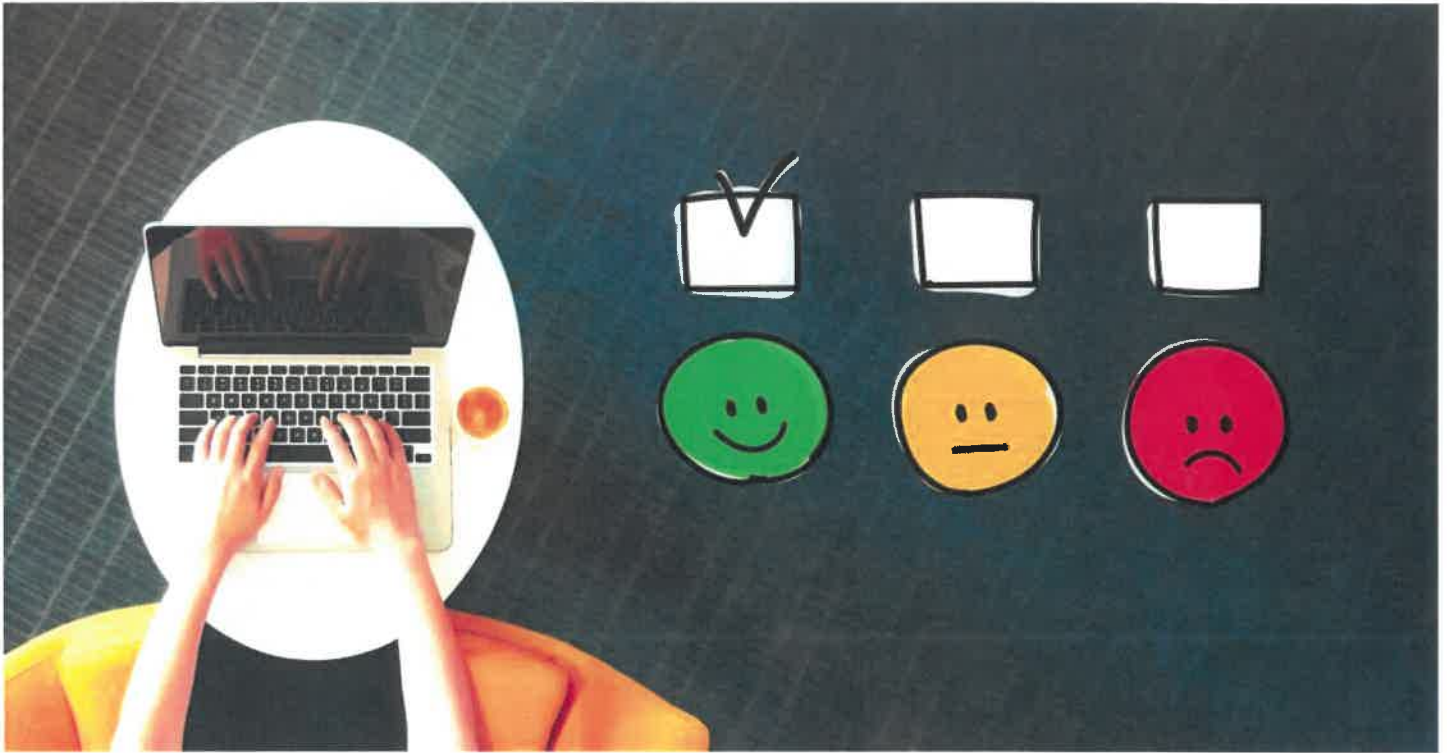
Practical Uses for AI in Parks and Recreation

In this episode, we’re talking all things AI. Host Becky Dunlap welcomes Ryan Hegreiness, an experienced parks and recreation professional and the current Deputy Director of Business Services at South Suburban Parks and Recreation. They discuss AI both in broad terms and in the parks and recreation setting, how parks and recreation agencies can utilize it now, and potential uses for AI in the future.



Creating Inclusive Spaces

Host Becky Dunlap welcomes Layne Gram, a Manager for the Parks and Recreation team in Gilbert, Arizona. Layne provides insights on Gilbert’s efforts to improve inclusivity and the implementation of changes to make spaces more inclusive. Meredith Tekin, President of the International Board of Credentialing and Continuing Education Standards, joins the conversation to provide perspective on the optimization of spaces for people with sensory needs and autism.



Introducing Our Subcontractor Partner

When composing the ideal project team for the Town, we looked for partners who bring the right skillsets, experience, and background necessary to complement those the BerryDunn team possesses. We believe that the Town will see the value our subcontracting partner provides as it relates to this master planning project, and we are pleased to introduce them in the section below.

ETC Institute (ETC)

ETC is a market research firm that specializes in the design and administration of market research for governmental organizations.



ETC's major areas of emphasis include resident satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC has completed research projects for organizations in 49 states. ETC has designed and administered more than 5,000 statistically valid surveys, and their team of professional researchers have moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC has administered surveys in more than 1,000 cities and counties across the United States.



40+ Years of Service



3M+ Voices Represented



25K+ Surveys Conducted



265+ Communities Served



BerryDunn was able to help us by listening! The biggest help was that staff felt heard and that the process and plan was catered to the needs of the community, instead of a template plan that we were fit into.

- Former Client, Canton, Michigan





SECTION 02



Relevant Experience

Our Demonstrated Commitment to Serving Clients in Colorado

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

- Adams County
- Aims Community College
- Boulder County
- Cherry Creek School District
- City of Aurora
- City of Boulder
- City of Brighton
- City of Burlington
- City of Commerce City
- City of Denver
- City of Edgewater
- City of Fort Collins
- City of Greeley
- City of Loveland
- City of Montrose
- City of Northglenn
- City of Westminster
- City of Wheat Ridge
- Colorado Department of Human Services
- Colorado Division of Child Support Services
- Colorado Division of Youth Services
- Colorado Mountain College
- Colorado Office of the State Auditor
- Colorado School of Mines
- Denver City Auditor's Office
- Douglas County
- El Paso County
- Evergreen Park and Recreation District
- Hyland Hills Park and Recreation District
- Jefferson County School District
- Lake County
- Larimer County
- Mesa County
- Pitkin County
- Summit County
- Tri-County Health Department
- Town of Erie
- Town of Mountain View
- Weld County

This—along with our involvement in the State's and national industry associations—will help ensure we bring firsthand knowledge; insights; and industry, regional, and national best practices to this project.



Master, Strategic, and Comprehensive Planning

With the BerryDunn-led team, the Town will be served by a firm with experience conducting hundreds of master planning projects. Through this, we have refined our approach, engagement strategies, analyses, and recommendations development to help ensure master planning processes are participatory and inclusive, innovative and creative, industry-aligned and community-centric, and reflective of the clients we serve. The Town can trust that we will leverage lessons learned and best practices from past engagements and prior public service to customize our approach to the requested work effort to best address the goals and objectives for this project.

Below, we highlight our parks and recreation master, strategic, and comprehensive planning clients from the last several years conducted by the BerryDunn team.

- Ada County, ID
- Adams County, CO
- Charleston County, SC
- City/County of Denver, CO
- City of Aurora, CO
- City of Bozeman, MT
- City of Boynton Beach, FL
- City of Burlington, NC
- City of Crestwood, MO
- City of Ferguson, MO
- City of Fort Lauderdale, FL
- City of Gilbert, AZ
- City of Iowa City, IA
- City of Kennewick, WA
- City of Lauderdale Lakes, FL
- City of Lynchburg, VA
- City of Jersey City, NJ
- City of Mebane, NC
- City of Nampa, ID
- City of Norwalk, CT
- City of Novato, CA
- City of Owensboro, KY
- City of Palm Coast, FL
- City of Palmdale, CA
- City of Parkland, FL
- City of Pflugerville, TX
- City of Raleigh, NC
- City of Sandpoint, ID
- City of Tampa, FL
- City of Wilsonville, OR
- DeKalb County, GA
- Dinwiddie County, VA
- Elmhurst Park District, IL
- Evergreen Park and Recreation District, CO
- Howard County, MD
- Jackson County, MS
- Johnson County, KS
- Loudoun County, VA
- Maryland-National Capital Park Planning Commission
- Mecklenburg County, NC
- Peninsula Metropolitan Park District, WA
- Town of Erie, CO
- Town of Manchester, CT
- Town of Wilbraham, MA
- Township of Canton, MI
- Valdosta-Lowndes County, GA
- VT State Parks
- Village of Ardsley, NY
- Village of Downers Grove, IL
- Village of Lincolnwood, IL
- Village of Palm Springs, FL
- Village of Pincrest, FL
- Washington Township, OH
- Western DuPage Special Recreation Association, IL
- Wheeling Park District, IL
- Wilmette Park District, IL

SECTION 03



Not only did BerryDunn meet our requests with a high level of professionalism, but they consistently went above and beyond to ensure that the final deliverables exceeded our expectations. Their innovative solutions, attention to detail, and creative approach to addressing challenges showcased their commitment to delivering a Recreation Master Plan that truly reflects the needs and aspirations of our community.

*Mark Berry
Director of Parks and Recreation, Groton, Connecticut*



PROJECT TEAM

Organizational Structure

Raising the Bar Through Exceptional Leadership

BerryDunn's Parks, Recreation, Libraries Practice is led by seasoned professionals with a strong reputation for excellence. Under a watchful eye informed by decades of experience, the project team will be overseen by Chad Snow, Jason Genck, and Lisa Paradis.



Chad Snow
Chief Operating Officer



Jason Genck
Practice Lead



Lisa Paradis
Senior Manager

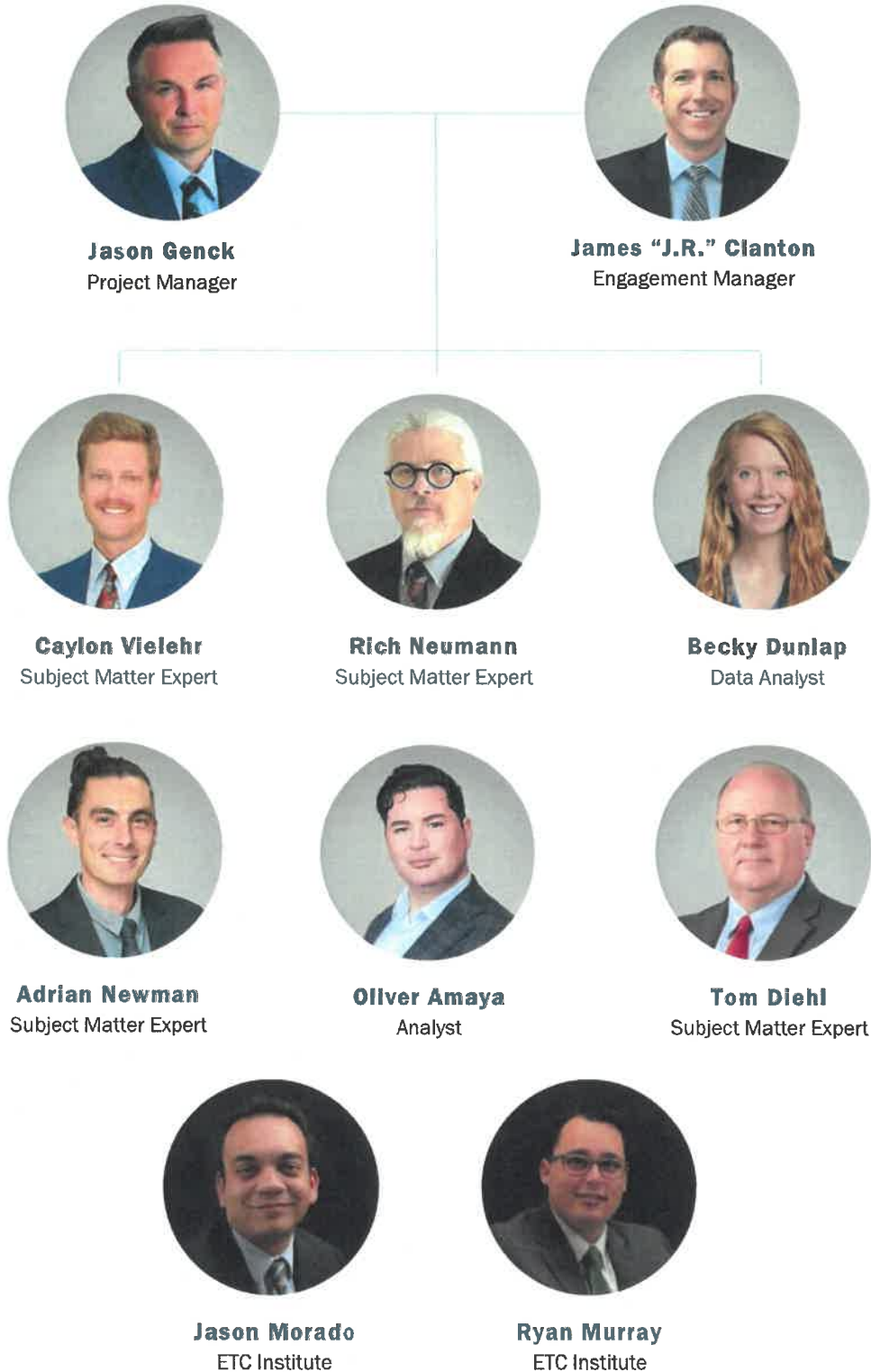
The Town's work effort will be tailored to what makes it unique, as we want to honor and preserve that in the change this project brings to the organization. We are driven by our desire to consistently deliver superior client experiences. As such, ***the Town can trust that—through innovative and cutting-edge solutions—expert guidance and creative approaches will be provided at every step.***



Project Team

Our team members bring valuable perspectives from their experiences leading parks and recreation agencies, as well as supporting agencies through master planning, strategic planning, and cost recovery projects. Figure 1 illustrates our team's organization, leadership, support, and partnerships.

Figure 1: Project Team Organizational Structure



Project Team Roles, Responsibilities, and Qualifications

Below and on the following pages, we introduce our proposed project team members, describe their roles and responsibilities, and detail their qualifications as they relate to delivering projects of this nature. *Full resumes can be reviewed in Appendix A.*



Jason Genck, MPA, CPRP | Project Manager

Practice Lead

Jason is BerryDunn's Parks, Recreation, Libraries Practice Lead. He has nearly 30 years of experience in the parks and recreation industry and is a thought leader in this space. Prior to joining BerryDunn's Parks, Recreation, and Libraries Practice, Jason was executive director of the three-time Gold Medal Award-Winning Westminster, Colorado, Parks, Recreation, and Libraries Department, where he oversaw a staff of more than 1,000 and served a city of approximately 115,000 residents. He is familiar with regional park operations and programming, along with open space and conservation initiatives and will bring this experience to the Town's planning initiative.

As **project manager**, Jason will serve as the Town's primary point of contact. He will monitor project progress, track the initiation and completion of tasks and milestones, and manage the master planning process. Jason will spend 15% of his time on this project.



James "J.R." Clanton, MPA, MLS | Engagement Manager

Senior Consultant

J.R. is a senior consultant in BerryDunn's Parks, Recreation, Libraries Practice. He is an experienced local government professional with over 13 years of experience in parks, recreation, open space, finance, capital planning, organizational development, and performance management. He is a subject matter expert in local government administration, operations, and technology, and he has proven success developing and implementing master plans and strategic plans.

As **engagement manager**, J.R. will work closely with our proposed project manager, Jason, providing oversight for the engagement. He will monitor project progress, track the initiation and completion of tasks and milestones, and manage the master planning process. J.R. will spend 25% of his time on this project.



Caylon Vielehr | Subject Matter Expert

Consultant

Caylon is a consultant in our Parks, Recreation, and Libraries Practice. He specializes in using geographic information systems (GIS) analysis to help parks and recreation agencies inform their strategic decision making and future planning efforts. Specifically, he uses the proprietary GRASP tool (Geo-Referenced Amenities Standards Process) to conduct level of service (LOS) analysis. He understands the real-world impact GIS has on social justice and equity, and he combines his technical analysis with his people-oriented personality and passion for the power of parks and recreation to improve lives and communities.

As **subject matter expert**, Caylon will lead level of service efforts for this project. Caylon will spend 12% of his time on this project.



Rich Neumann | Communication and Engagement Subject Matter Expert

Senior Consultant

Rich is a senior consultant in BerryDunn's Parks, Recreation, Libraries Practice. He is a recognized public-sector industry leader, with nearly 30 years of experience, in marketing, communications, and branding, as well as a wildly creative parks, recreation, and cultural arts professional. He has proven success in community engagement, special events, strategic planning, marketing, and public relations. Rich is a sought-after presenter at professional association conferences across the country; additionally, his wildly creative events attract broad community participation and have been adopted by municipalities nationwide.

As **communication and engagement subject matter expert**, Rich will contribute specialized expertise throughout all aspect of the projects, particularly as it relates to community engagement and developing the master plan. Rich will spend 13% of his time on this project.



Becky Dunlap, CPRP | Data Analyst

Senior Consultant

Becky is a senior consultant in BerryDunn's Parks, Recreation, Libraries practice. She is a Certified Parks & Recreation Professional who is adept in strategizing and planning for organizational efficiencies and innovation. Becky takes a human-first approach to find solutions for the most pressing issues facing the field of parks and recreation, including new technology, software solutions, community engagement, employee onboarding, marketing, and branding. She has completed hundreds of demographics and trends reports for clients since 2015, helping agencies understand how to better plan for their changing communities. Before working in the consulting field, Becky worked in a variety of public-sector positions, including management of recreation centers, parks, and summer camps. Over the past several years, Becky has published over 100 episodes of the Let's Talk Parks podcast, a show to inspire and share resources within the parks and recreation field.

As **data analyst**, Becky will contribute to the market analysis and program and service analysis tasks. Becky will spend 9% of her time on this project.



Adrian Newman, BFA | Marketing and Branding Subject Matter Expert

Senior Consultant

Adrian is a senior consultant in BerryDunn's Parks, Recreation, Libraries Practice. He is an art and creative director specializing in editorial design, social media, and branding. He creates bold and unique design concepts for memorable experiences. Adrian offers a strong background in empathetic, community-centric design in the public and private sector. Focusing on client audience's challenges and goals, his approach to creating project-branded communications and deliverables will be centered around listening and research, contributing to a meaningful strategic planning process.

As **marketing and branding subject matter expert**, Adrian will contribute specialized expertise throughout all aspect of the projects, particularly as it relates to developing the draft and final master plan. Adrian will spend 7% of his time on this project.



Oliver Amaya, CPRP, PMP® | Analyst

Consultant

Oliver is a consultant in BerryDunn's Parks, Recreation, Libraries Practice. He is an innovative project manager, bringing six years of experience directing new projects, managing various contracts, instituting cost, and schedule controls, and establishing best practices. Oliver brings progressive management experience and has had repeated success in developing project initiatives and achieving performance targets.

As an **analyst**, Oliver will assist with community engagement tasks. Oliver will spend 6% of his time on this project.



Tom Diehl, MS, CPRP | Subject Matter Expert

Manager

Tom is a manager in BerryDunn's Parks, Recreation, Libraries Practice and a Recreation and Athletics Management Professional with 35 years of experience at both public and private institutions. Tom has concentrated on program and facility enhancement, and his expertise includes strategic and master planning, feasibility studies, capital and operational planning, budgeting, resource management, procurement/contract administration, equipment specifications, construction management, and historical renovations. He has extensive experience with recreation and athletics programming, community relations, and special events management. He has successfully overseen capital projects valued up to \$60 million.

As **subject matter expert**, Tom will be utilized primarily on potential feasibility analysis opportunities. Tom will spend 12% of his time on this project.



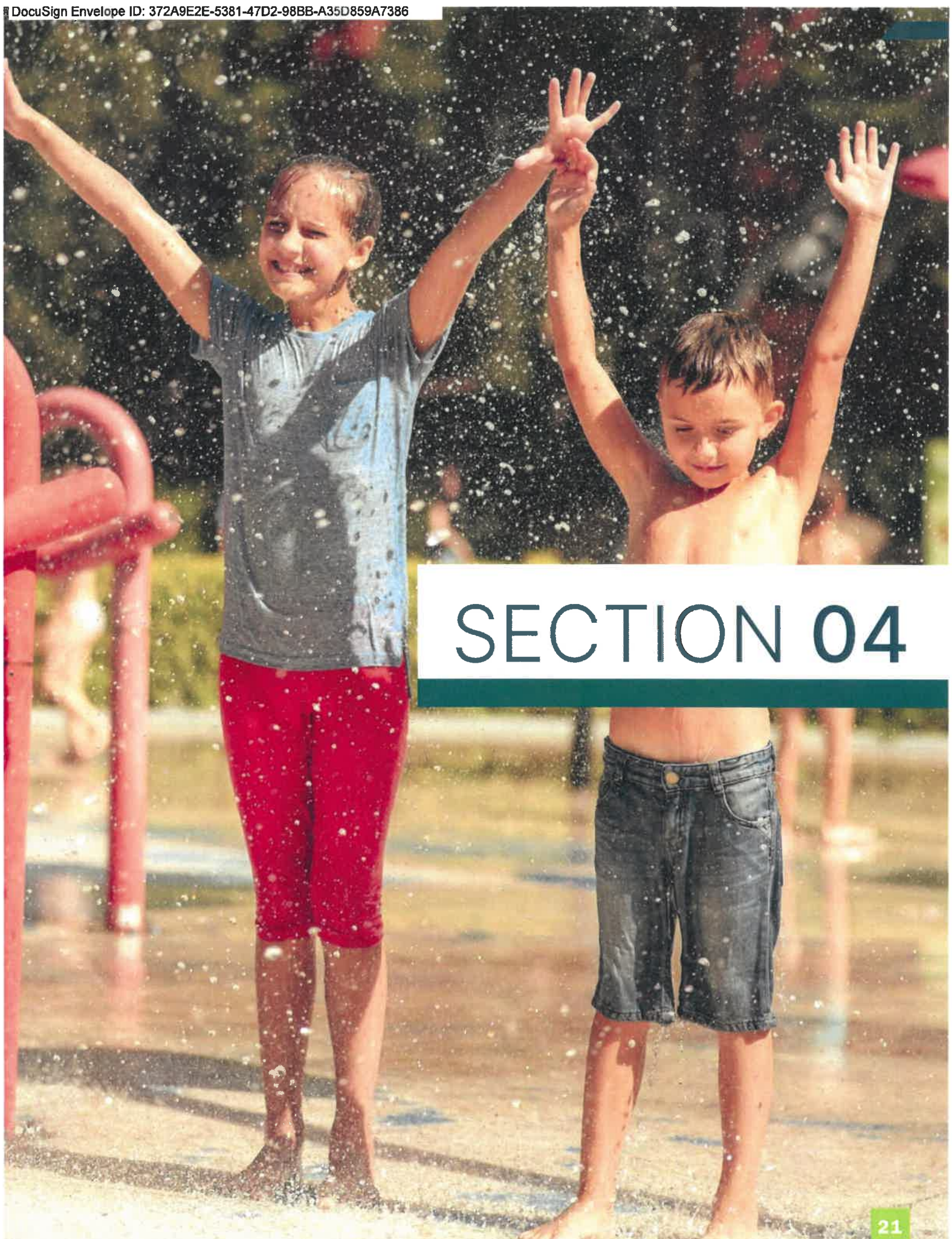
Jason Morado, MBA | ETC Institute

Jason has over 20 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 600 local governmental organizations throughout the U.S. Jason is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. He has also led the coordination and facilitation of focus groups and stakeholder interviews for a wide range of topics.



Ryan Murray | ETC Institute

Ryan has over 12 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute, Ryan has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. His current role as Project Manager includes survey design, developing sampling plans, quantitative and qualitative data analysis, interpretation of results, and presentation of findings.



SECTION 04

APPROACH

Project Understanding

Timnath is a small town on the rise. Initially founded in 1882 as a modest agricultural center, Timnath retained its distinct character as larger communities developed around it. But the Town's status-quo of gradual transformation has been eclipsed in the past decade by exponential population growth and commercial development. Timnath consistently ranks among Colorado's fastest growing municipalities, seeing a population increase from 600 residents in 2010 to 9,000 in 2022.

In 2024, the Town will enter a transformative phase of its history. This is due not only to demographic expansion, but also to intentional growth efforts by Town officials and residents. In alignment with this foresight, Timnath has taken significant steps to solidify its identity. Notably, the creation of a Parks and Recreation Department is evidence of the Town's commitment to community development.

When it comes to parks, recreation, and open space, Timnath holds its own, despite proximity to Fort Collins and other recreational destinations. Already boasting 1,200 acres of parkland, including a reservoir, community park, and trail systems, the Town seeks a qualified firm to assist development of a detailed Parks, Recreation Open Space and Trails Master Plan. The Plan will include research and public engagement to develop recommendations encompassing all aspects of the Timnath's parks and recreation system.

That's where we come in.

Backed by a demonstrable track record of professional experience, BerryDunn is well-suited to lead the development of a master plan. Timnath faces unprecedented growth, but BerryDunn's involvement goes beyond the practical considerations of urban development—it is a commitment that as Timnath evolves, it remains a town with a recognizable character. Through collaborative planning and forward-thinking strategies, the firm aims to integrate Timnath's identity into the framework of its growth.

Work Plan

On the following pages, we present our work plan intended to achieve the Town's goals and objectives for this important initiative. We look forward to discussing our approach with the Town and further customizing our work plan to best accommodate the Town's master planning needs. Figure 2 below presents an overview of our work plan intended to achieve the Town's goals and objectives for this important initiative.

Figure 2: Work Plan





The BerryDunn Parks, Recreation, Libraries team was able to help us by taking the time to learn every detail of our unique community (i.e., our challenges, our goals). That level of detail combined with their professional outside perspective as well as data collection and analysis allowed our teams to formulate a road map for the future that will help us meet the wants and needs of our community.

- Andrea L. Miller, Recreation Director, Sanibel, Florida

1

PHASE 1: DISCOVERY

1.1 Conduct Initial Project Planning. We will conduct an initial project planning and discovery session to identify stakeholder groups, project team members, project milestones, and expectations. We will discuss our proposed project schedule, project work plan, and roles and responsibilities. Outcomes of this discussion will be used to develop the Project Work Plan and Schedule in Task 1.2.

1.2 Develop a Project Work Plan and Schedule. We will develop a Project Work Plan and Schedule, which will outline our communication and scope; review a timeline to schedule project meetings; and identify stakeholder groups. In addition, the Project Work Plan will incorporate agreed-upon procedures between BerryDunn and the Town related to project control, including quality management and deliverable submission/acceptance management.

Deliverable 1

Project Work Plan and Schedule

1.3 Conduct a Data Review. One of the most important elements of this process will be our team's ability to gain a breadth of knowledge about plans, structure, operations, and systems, as well as the Town's staff and community. To start the process, we will submit an information request to the Town's project team to gather applicable documents and data. We may request recent and current planning work, such as copies of the Town's:

- Previous studies
- Town policies
- Town procedures
- Agreements
- Previous plans
- Geospatial data
- Inventories
- Other relevant information

The Town will only be asked to provide documents and data that is available; we will not ask the Town to produce any new documentation to satisfy the request. All information gathered will be reviewed by our team to inform our understanding of the current environment, glean insights from work completed to date, and minimize impacts to the Town staff during the work effort.

1.4 Facilitate a Kickoff Presentation. We will conduct an on-site kickoff presentation with the Town's project team that will serve as an opportunity to introduce our project team members, discuss project goals, present our project approach and methodology, review the final schedule of key project dates, and answer any questions the Town's project team may have. While on-site, we will also tour areas of the system and relevant parks, recreation facilities, open space, and trails resources. This tour will give us a grounded exposure to physical resources, user experience, and staff environments.

1.5 Conduct Status Update Meetings. We will conduct status update meetings with the Town's project manager on a biweekly cadence to communicate current and anticipated project management needs, provide updates on project progress and the schedule, and discuss potential risks and issues. These meetings are intended to promote transparency in the process and generate buy-in for project outcomes.

2

PHASE 2: ENGAGEMENT

2.1 Create a Detailed Engagement Strategy. To reach a broader section of community members, we have proposed a hybrid approach for this master planning project. We chose this approach for the following reasons:

- An interactive, virtual project site can give residents a “home base” to give opinions and check on ongoing events. This consistent access to project communication will support our stated goal to engage the community throughout the engagement.
- In-person events will play a key role in reaching disconnected community groups or groups with limited access to technology.
- Multiple channels of engagement will support efforts to include users and non-users within the Town’s system.



As we develop a Detailed Engagement Strategy with the Town, we will discuss both virtual and in-person options, identify and describe methods of community involvement, identify key stakeholders, create a schedule for public input events and surveys, develop a schedule for the promotion and coordination of stakeholder input events, and identify specific stakeholder interview and focus group questions. The Detailed Engagement Strategy will also be developed with the Town’s culture and identity in mind.

Deliverable 2

Detailed Engagement Strategy

2.2 Develop a Project Website and Engagement Portal. We will work with the Town staff to create a project website via Social Pinpoint that will keep the community informed of the project. The Town’s Social Pinpoint site will also provide community members a means to share valuable input. This interactive online tool helps strengthen the Town’s relationship with its 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 Town 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 culture of the Town.

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

Deliverable 3

Online Engagement Platform Development and Administration

Inclusive Engagement

BerryDunn and our local team members will engage in targeted outreach to underrepresented communities, including but not limited to communities of color, low-income communities, immigrant and refugee communities, communities facing health disparities, elderly residents, and more. To help ensure recommendations promote equitable outcomes, we must not only lower barriers to participating in the planning process but also actively prioritize engagement of entities working with communities facing the highest barriers to accessing parks, recreation, and natural areas. We will conduct demographic research and identify priority communities and geographies for targeted outreach. Results will serve as the foundation for community engagement efforts moving forward.

We commonly use a hybrid approach to engagement, using in-person and digital strategies to reach more members of the community. We partner with local groups—including sports organizations, faith-based groups, and other community leaders—to meet community members where they are and encourage broader participation.



2.3 Conduct Internal Leader and Staff Activities. Internal engagement with the Town will include interviews and focus groups with leadership, management, and staff to conduct fact-finding activities, focusing on recreation programs, services, and facility operations. We anticipate three meetings with:

- Town leadership
- Programmers
- Senior Programs Committee
- Parks, Recreation, Open Space, and Trails Committee
- Other Town staff as needed

These meetings will provide internal stakeholders an opportunity to provide input related to the future direction of the Town's parks, trails, pathways, green spaces, open spaces, and associated recreation centers and facilities improvements and needs. Staff perspectives are extremely important, and our approach intentionally involves staff throughout the entire process, as they will have responsibility for implementing the recommendations.



2.4 Host Public Input Sessions. Our team will facilitate four public focus groups and one community meeting 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.

Below, we outline potential groups and stakeholders that we anticipate interacting with during these forums:

- User groups
- Homeowner associations
- Neighborhood associations
- Friend groups
- Special interest groups
- Come one, come all general public meetings

The assigned groups, community activities, and locations are suggestions; we anticipate working with the Town to identify which groups and individuals will participate in engagement activities.

Our team aims to anticipate obstacles to participation, which might include technology barriers, special needs, childcare, language barriers, and work schedules. During our strategy development, we will work with the Town to organize events that are child-friendly; physically accessible for those with hearing, vision, or mobility challenges; and scheduled at a variety of times to widen attendance. Additionally, we will leverage Social Pinpoint's language feature to provide multiple language options on the project site.

2.5 Facilitate Stakeholder Meetings. To gather information related to needs and interests, we will hold three meetings with key stakeholders composed of community leaders from the Town, school district representatives, user groups, homeowner associations, neighborhood associations, friends groups, alternative providers, and other groups or individuals as identified.

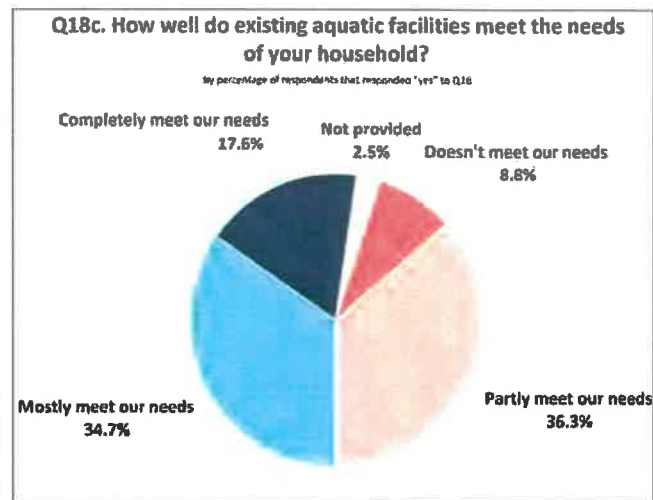
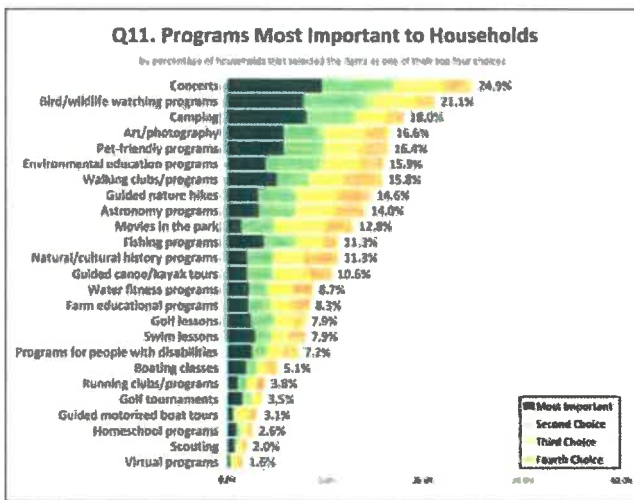
2.6 Conduct a Statistically Valid Survey. BerryDunn is a strong proponent of including surveys as part of all planning projects to reflect the quantitative needs of a community most accurately. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically valid survey is the only defensible mechanism that provides feedback from non-users, who are most likely taxpayers.

We will work with ETC to create a geographically diverse survey to be mailed to a representative sample of households within the Town. The survey will provide critical information in determining community values, satisfaction levels, needs and priorities, preferred marketing channels, level of awareness, current usage levels, and demographic information for long-range planning efforts.

ETC will work with the project team and Town staff to develop the content of the survey. ETC will:

- Administer the survey by a combination of mail and online.
- Mail the survey and a cover letter (on Town letterhead) to a random sample of households in the Town. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC for each respondent. The Town will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it online.
- Follow-up with residents who receive the mailed survey by sending texts, postcards, and a second mailing (if needed) to maximize participation in the survey. ETC will continue following up with households until reaching 300 completed surveys. A sample size of 300 completed surveys will provide results that have a margin of error of +/-5.5% at the 95% level of confidence at the Town level.

ETC will monitor the distribution of the sample to help ensure that the sample reasonably reflects the demographic composition of the study area about geographic dispersion, age, gender, race/ethnicity, and other factors. ETC will “weight” the data as needed if one or more demographic groups is over/underrepresented relative to recent census estimates for the Town’s population. ETC will submit a final report to the Town’s project team.



Deliverable 4
Statistically Valid Community Survey

2.7 Prepare an Engagement Feedback Summary. Our team will provide a summary of insights gleaned through the engagement process. Key findings generated from staff 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. Finally, we will include an executive summary and clear, actionable recommendations. We will present engagement findings in a public meeting to promote transparency and buy-in for the process and project outcomes.

Deliverable 5
Engagement Feedback Summary

3

PHASE 3: ANALYSIS

3.1 Analyze Desirability of Recreation Center. Our team will utilize the results of the community survey, staff engagement, and community engagement activities. Using these results, we will determine the community's needs and desire for a recreation center. If favorable, we will perform a feasibility study that will be priced separately and scoped to the Town's specific needs.

Deliverable 6

Recreation Center Desirability Analysis

3.2 Conduct Park Amenities Inventory and Analysis. Our team will visit and inventory all Town parks, open space areas, trails, and recreational facilities. We will assess the existing conditions and the contributions these amenities have to the overall parks and recreation system. Recommendations will be made to what improvements could be placed to improve maintenance, accessibility, safety, aesthetic quality, quantity, functionality, impacts to community health and environmental sustainability.

Deliverable 7

Inventory Analysis

3.3 Assess Open Space Resources. Our consultant team has practical experience in developing open space resources for some of the highest performing organizations (including National Gold Medal Award-winning) systems in the nation, including those in Colorado. We are excited to bring this expertise to Timnath. Our team will visit the Town's current and potential open space areas and determine the parameters for acquisition. We will be thoughtful in our approach in consideration potential land use matters to provide the most flexibility for Timnath. We will work with the Town to answer these questions:

- When should the Town purchase open space?
- Why should the Town purchase certain open spaces?

Passive open spaces and programmed open space options will be evaluated separately.

Deliverable 8

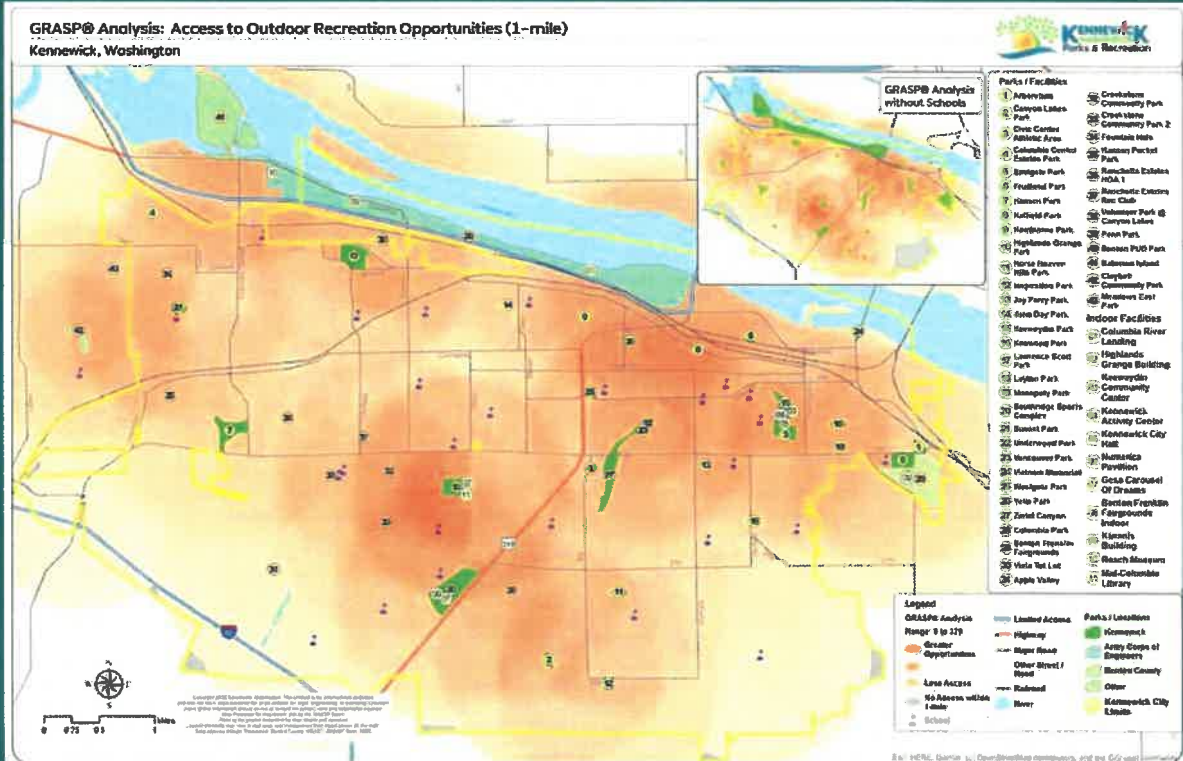
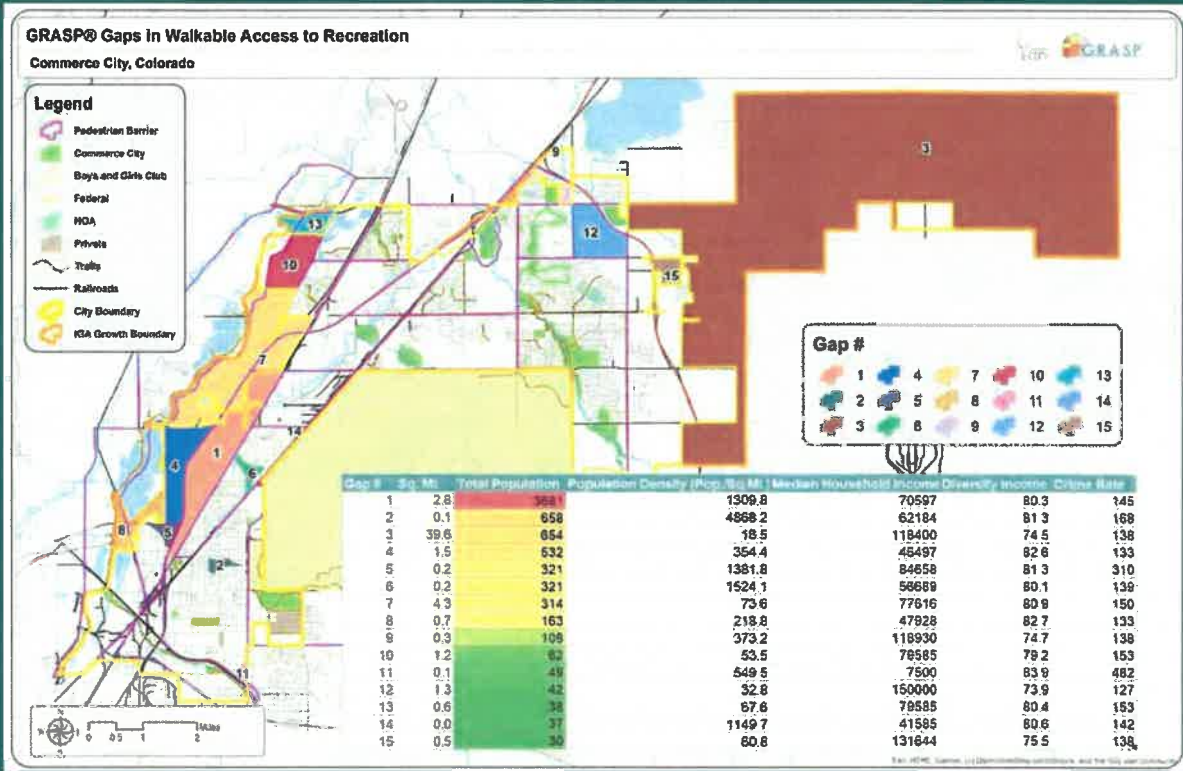
Open Space Analysis



3.4 Gather Placer.ai Mobility Data and User Geo-analysis. To delve deeper into community data, BerryDunn has partnered with Placer.ai to analyze mobile data for our clients. We will use our innovative and thought-provoking approach to evaluate up to five locations (selected by the Town) that can be located in Timnath or elsewhere to better understand how Town residents may be utilizing regional facilities or assets for recreation needs.

BerryDunn's Park Amenity and Inventory Analysis Mapping

We understand that one of the Town's concerns is, how do they [the Town] diversify as they [the Town] build(s) and grow(s)? All sites will be mapped, along with trails and open space connections to document the current Town system. This information will be utilized in several ways to help identify current and future needs. For instance, once the Town's assets and potential future additions are mapped with a conditions assessment, this information (along with other analysis conducted through planning efforts) can help guide the Town's future decisions on creating unique offerings as growth occurs and interests diversify.



Deliverable 9

Market Analysis

3.5 Prepare an Inventory and Analysis of Programs. We will develop an inventory of existing programs for diverse population groups and subsequently compare the inventory to feedback collected during the Parks, Recreation, Open Space, and Trails Master Plan. 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 Town 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, age segment analysis, geographic reach, and capacity. 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

We will review program performance trends and consider their impact on the Town, and we will conduct a participation analysis and financial performance review. These activities will help establish the level of equitable distribution of programs as well as alignment with community need. Based on our data review, we will develop mapping visuals illustrating where the Town's programs and services are offered, with the intent of informing our gap analysis. We will compare our findings to community feedback gathered on recreation programming and desired changes or improvements. This feedback will help inform our recommendations for future program offerings.

Deliverable 10

Program and Service Analysis



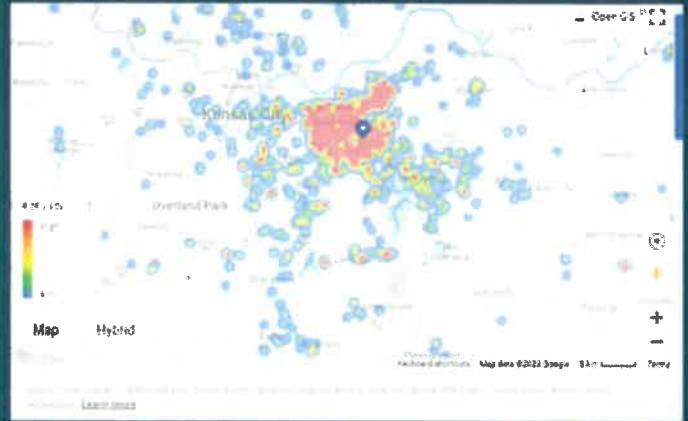


Placer.ai

Placer.ai is an advanced foot traffic analytics platform that leverages mobile location data to better understand current and potential users, usage patterns, and local and national competitors. This data provides detailed insight into how people move in and out of physical spaces such as parks, recreation centers, stores, shopping malls, and other public spaces. These insights can be used to help the Town optimize operations by recognizing usage and travel patterns and use data-driven decisions for future programming and facilities. Placer.ai's powerful analytics capabilities are made possible by a proprietary machine learning algorithm that processes billions of location data points. The data is collected based on high level mobile data and does not collect any sensitive user information such as actual home or work locations or names.

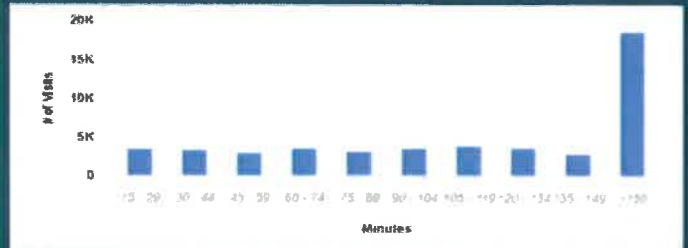
Trade Area Maps

Learn who your visitors are, and where they travel from



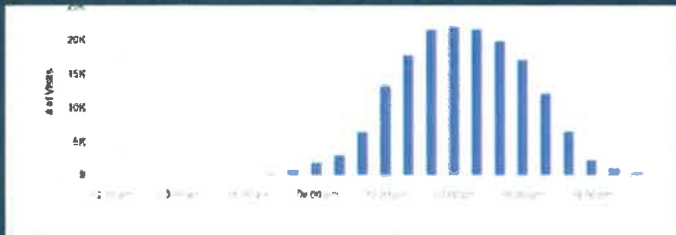
Visit Duration

Understand how long visitors stay at your facility



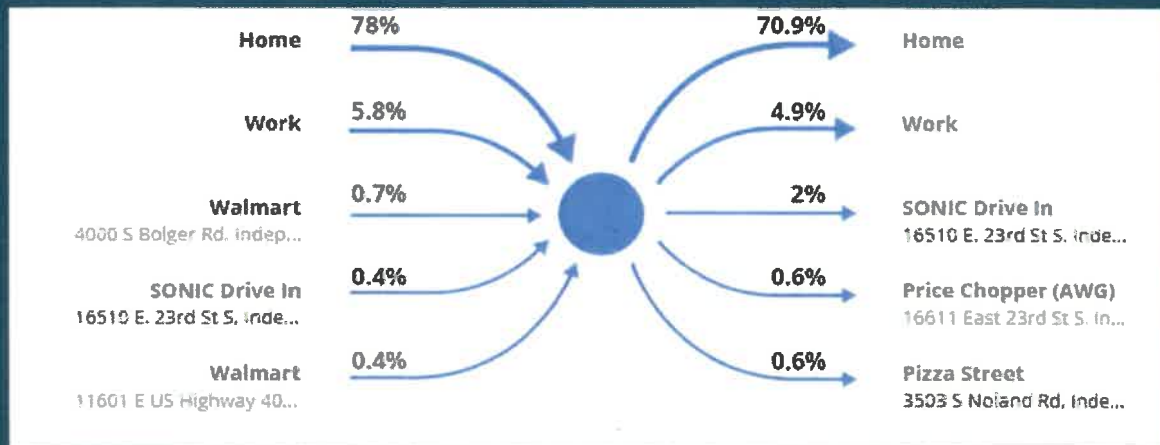
Visit Duration

See peak hours, days, and months for smart operations



Visitor Journey

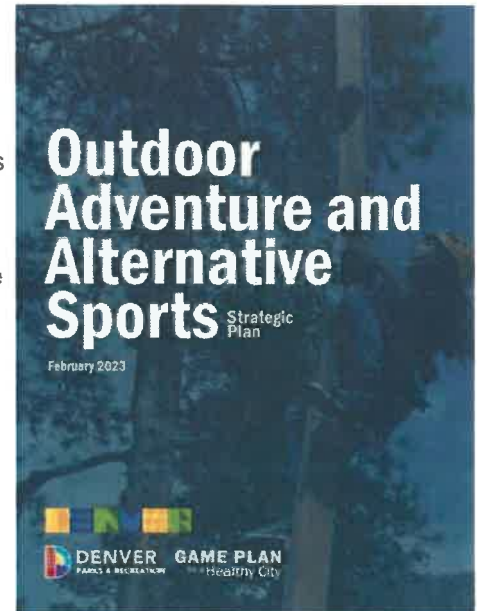
See where visitors go before and after visiting your facility



4

PHASE 4: MASTER PLAN DEVELOPMENT

4.1 Prepare a Draft Plan. We will summarize and synthesize all research and stakeholder input and develop recommendations and priorities into a Draft Parks, Recreation, Open Space, and Trails Master Plan. We will prepare a Draft Master Plan that documents the process, shows how recommendations were formulated, and displays the results in a concise format. This Master Plan will be used for guiding the short- and long-term future of parks and recreation in the Town. We will work with the Town's project team to prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the Town, and potential budgetary realities. The result will be a set of recommendations phased into immediate, near-term, and long-term time frames that address goals and action strategies.



Deliverable 11

Draft Parks, Recreation, Open Space, and Trails Master Plan

4.2 Facilitate a Review Session. After applying first round edits, we will facilitate a review session with the Town to discuss feedback and recommendations within the plan. We are extremely interested and experienced in working with the Town staff to successfully implement master plans. We will plan to include a section in the Parks, Recreation, Open Space, and Trails Master Plan that will provide a detailed sequence of steps needed for successful implementation, as well as review techniques to effectively deploy the plan with the Town:

- Securing funding sources
- Capital project review
- Identification of a plan champion or team of champions
- Visual management techniques
- Ongoing employee engagement
- Reporting mechanisms and communication
- Internal marketing
- Institutionalizing the process by documenting the steps in the process and continuous improvement of the process
- Ongoing plan adjustments
- Connection to the community, the Town management and elected officials, and employees



Deliverable 12

Final Parks, Recreation, Open Space, and Trails Master Plan

4.3 Finalize the Plan. After implementing edits and submitting to the Town for review after our presentation, we will develop the Final Parks, Recreation, Open Space, and Trails Master Plan. The final plan will be placed on the Town's website for public access, and we will encourage additional public announcement and communication with residents about ongoing implementation updates to continue progress toward the Town's desired future.

5

PHASE 5: PRESENTATION AND IMPLEMENTATION

5.1 Present Master Plan Deliverables. We will present, three times, to the Town Council and/or Parks, Recreation, Open Space, and Trails Committee to present the Draft Master Plan and at the adoption of the Final Master Plan.

5.2 Conduct an Implementation Workshop. Our team not only brings extensive master planning consulting experience, but also experience leading implementations through our work as practitioners with multiple parks and recreation agencies. We are extremely interested in working with staff to implement successful organizational and staffing strategies. Our standard practice is to include a section in the final Master Plan providing a detailed sequence of steps needed for successful implementation.

We propose facilitating an Implementation Workshop with Town staff, where we will review techniques to deploy staffing and organizational changes effectively upon approval of Town leadership. These techniques may include, but not limited to:

- Marketing the recommendations to staff at large
- Integrating outcomes and recommendations to staff at large
- Change management strategies
- Communication and measurement of results
- Discussion of needed organizational culture in support implementation
- Continuous staff involvement and engagement

To help ensure the recommended strategies are actionable, we will check in with the Town six months and one year after the report is adopted to discuss any issues, challenges, and successes of the implementation.

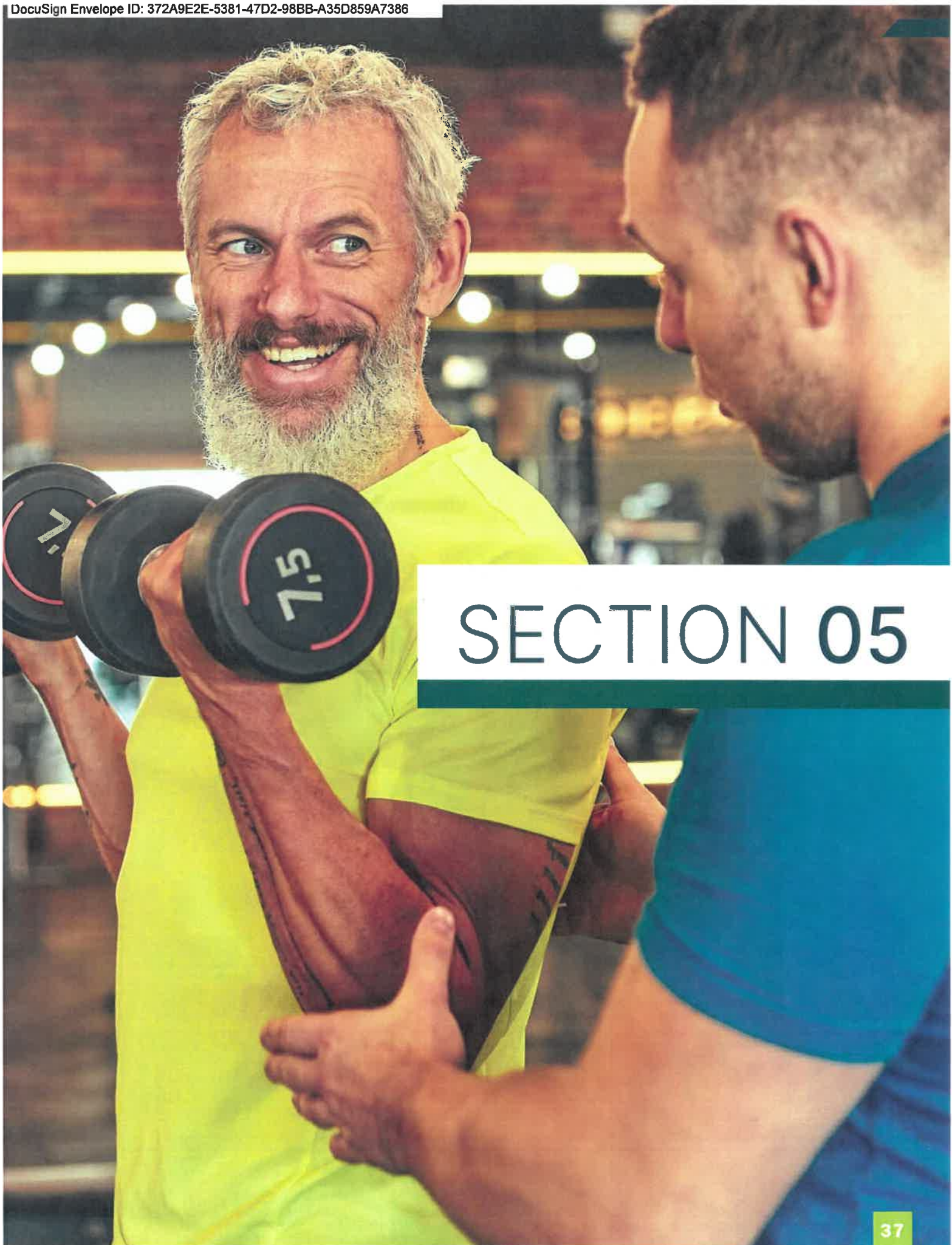




”

Engagement included a variety of innovative outreach tools to make participation easy and fun.

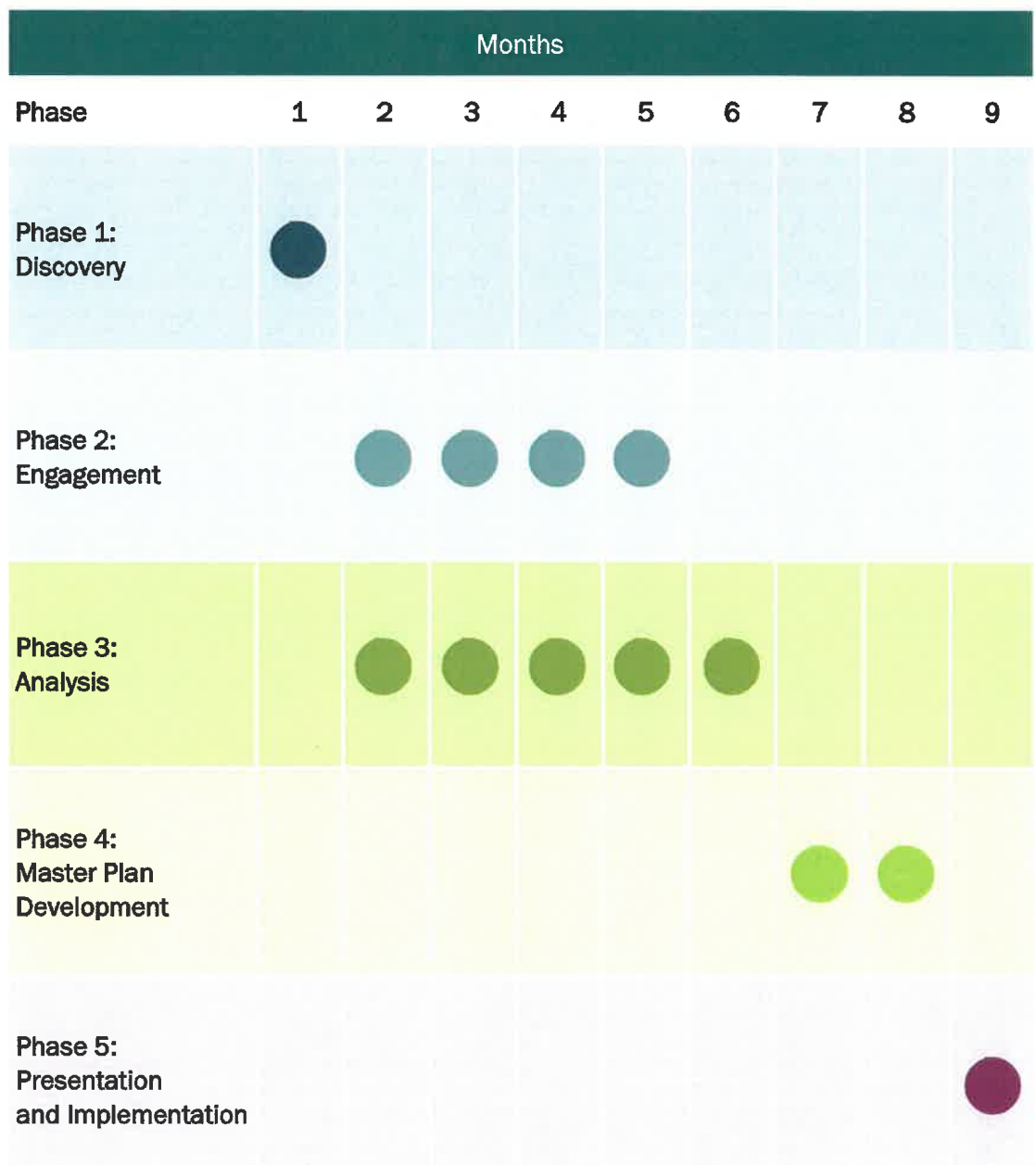
- Liz Cohen, Grants and Strategy Manager, Evergreen Park and Recreation District, Colorado



SECTION 05

ANTICIPATED SCHEDULE

Below, we provide our anticipated schedule for completing the Town’s requested scope of work. While we are flexible with a schedule that will align with the pace and specifics needs of the Town, based on similar planning efforts, we expect this project to take approximately nine months, and we look forward to working in collaboration with the Town to formalize this schedule. We are happy to expedite or elongate this process as necessary to accommodate the Town’s needs, while maintaining momentum throughout the work effort.





SECTION 06



PROJECT COSTS

Table 1 presents our proposed costs for completing the Town's requested scope of work. We propose a firm, fixed fee inclusive of all time, materials, and travel. If additional time or on-site work is required to reach deliverable acceptance, we are committed to delivering at that level with no cost increase to the Town.

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 for Master Plan by Phase

Phase	Cost
Phase 1: Discovery	\$ 5,025
Phase 2: Engagement	\$ 30,978
Phase 3: Analysis	\$ 26,405
Phase 4: Master Plan Development	\$ 28,270
Phase 5: Presentation and Implementation	\$ 8,530
TOTAL	\$ 99,208



Table 2 presents our proposed costs for other services requested. Table 3 below presents our hourly rates by project title.

Table 2: Proposed Costs for Other Services

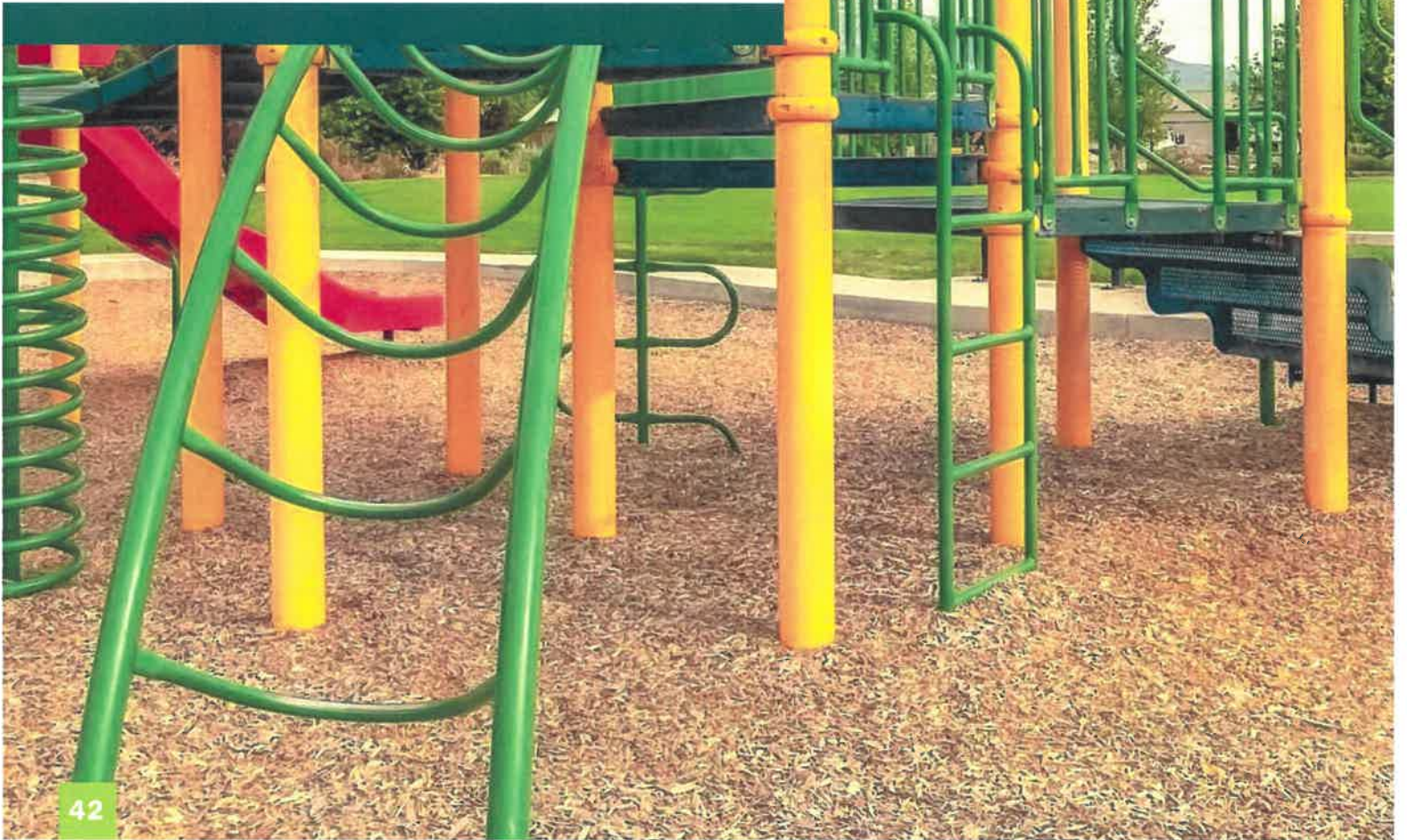
Service	Cost
Optional Recreation Center Feasibility Study	Depends on the scope of determined needs by Timnath
Ongoing Support/Implementation Assistance Rates	\$ 200/hour

Table 3: Hourly Rates by Project Title

Project Title	Hourly Rate
Principal-in-Charge	\$ 525
Project Manager	\$ 200
Engagement Manager	\$ 200
Subject Matter Expert	\$ 200
Analyst	\$ 150



SECTION 07



References

Below and on the following pages, we provide reference information for clients who can speak well to the quality and satisfaction we provide when delivering master planning services.

Evergreen Park and Recreation District, Colorado

Strategic Plan

Our proposed project manager and BerryDunn's Parks, Recreation, and libraries practice lead served as engagement manager for the Evergreen Park District's Plan (EPRD), along with other team members who are also proposed for the Town.

EPRD has found itself at a crossroads (possibly similar to the Town) grappling with aging facilities, changing community needs, and competing priorities. The plan provides a proactive approach by development a strategic action plan for initiatives that represent the needs and desires of the community.

This project was selected to highlight for the following key reasons:

- This planning effort leadership and stakeholders worked together to understand and prioritize the cost of current and future services
- Similar project team
- Features flexible options for successful outcomes
- Engaged stakeholders to provide input specific to funding strategies

“BerryDunn’s approach was unique in two ways: (1) BerryDunn used creative engagement techniques to incorporate a wide range of voices into the Plan and (2) BerryDunn expanded our Board’s role in drafting the community survey, analyzing results of community engagement, and prioritizing initiatives to meet the Board’s desire to be closely involved in the project. BerryDunn helped build consensus to get everyone to the end together.”

- Liz Cohen, Grants and Strategy Manager, Evergreen Park and Recreation District

CONTACT/REFERENCE

Liz Cohen | Grants and
Strategy Manager
303-885-4054 /
lcohen@eprd.co

Erie, Colorado

Parks, Recreation, and Open Space Infrastructure and Funding Analysis

Our proposed project manager and BerryDunn’s Parks, Recreation, and Libraries practice lead served as project manager for the Town of Erie’s Plan, along with other team members who are also proposed for Timnath. This plan guides the Town’s Parks, Recreation, and Open Space infrastructure and funding priorities for the next 10 years. This plan features significant financial planning and assessment of current and future conditions. The planning effort featured robust staff engagement, cross-department and Town-wide input, and Board of Trustee discussions. This project was selected to highlight for the following key reasons:

- Specific infrastructure and funding services ranging from parks to facilities that are understood to be a high priority for Timnath
- This planning effort brought Town-wide leadership and cross-departments teams together to understand the cost of current and future services

Additional scope was added for two additional projects that were requested by the Town of Erie that included condition analysis and cost assessment of partner (HOA) parks and a community engagement strategy that led to passage of a local tax measure to help fund parks, recreation, and open space.

CONTACT/REFERENCE

Patrick Hammer | Parks and Recreation Director
303-926-2700 / phammer@erieco.gov

Pflugerville, Texas

Parks, Recreation, and Open Space Master Plan

Proposed Project Manager and BerryDunn’s Parks, Recreation, and Libraries Practice Lead, Jason Genck, served as Project Manager for the City of Pflugerville’s Master Plan. This community-centered plan serves as a detailed guide for parks, recreation, aquatic facilities, programs, and services throughout Pflugerville in consideration of current and anticipated future needs and trends. The plan covers a full analysis of the current facilities and utilizing census data projections for the next 10 years. It provides recommendations, discussions, and options to help guide the community’s future. This project was selected to highlight for the following key reasons:

- Similar project manager, team members, and partners
- Award-winning and industry-leading engagement services
- Extensive elected and appointed official involvement
- The sample document is a vibrant and accessible executive summary which is intended to be external facing (supported by the much larger internal facing full plan document)
- Cost recovery and financial planning focus
- Partnership and development impacts and opportunities including joint-use agreements

CONTACT/REFERENCE

Shane Mize | Parks and Recreation Director
512-990-6350 / shanem@pflugervilletx.gov



APPENDIX A



Jason Genck is a manager in and leader of our Parks, Recreation, Libraries Practice. He has nearly 30 years of experience in the parks and recreation industry and is a sought-after thought leader in this space. He has led large, municipal parks and recreation departments and special districts.

Prior to joining BerryDunn, Jason served as executive director of the City of Westminster, Colorado’s Parks, Recreation, and Libraries Department—a three-time recipient of NRPA’s Gold Medal Award.

RELEVANT EXPERIENCE

Parks and Recreation Leadership: As executive director of the City of Westminster’s Parks, Recreation, and Libraries Department, Jason oversaw a staff of over 1,000 and served a community of approximately 115,000 residents. In this role, he helped guide the development of Westminster’s billion-dollar downtown development plan, transit-oriented development plan, citywide COVID-19 social recovery efforts, a first-ever Inclusivity Board, and focus-area specific plans in marketing and outreach, libraries, open space, and cultural arts.

Strategic Planning: Jason has overseen the development of numerous strategic plans, ranging from citywide strategic plans to park and library strategic plans, arts and culture master plans, and more. He approaches each project with enthusiasm and optimism and is a sought-after innovation leader. His work is defined by his ability to help clients build upon what makes them unique and to engage stakeholders in creative, meaningful ways so that plans are developed with a broad base of support and truly reflect the needs of those impacted.

Organization Development: Jason has led multiple organization development and change management efforts as an executive director and as a consultant. He thoughtfully engages a broad array of stakeholders and emphasizes the importance of holistic wellbeing. His passion for organizational development extends into the leadership and mentorship he provides through speaking and teaching engagements.

Community Outreach and Marketing: During his tenure with the City of Westminster, Jason created and led one of the highest performing marketing and outreach teams in the country. This experience gave him a deep understanding of the challenges and opportunities of engaging the local and diverse communities (including those that are hard to reach) in Colorado, especially in the Denver Metro area.

REPRESENTATIVE CLIENTS

- City of Aurora, CO
- City of Denver, CO
- City of Pflugerville, TX
- Hyland Hills Park District, CO
- Stanford University, CA
- Town of Erie, CO
- Town of Gilbert, AZ

JASON GENCK, MPA, CPRP

Project Manager

EDUCATION AND CERTIFICATIONS

MPA, Arizona State University

BA, University of St. Francis

Certified Park and Recreation Professional (CPRP), National Recreation and Park Association (NRPA)

MEMBERSHIPS AND AFFILIATIONS

National Recreation and Park Association (NRPA)

American Park and Recreation Society

Arizona Park and Recreation Society

Colorado Park and Recreation Association

Illinois Park and Recreation Association

American Academy for Park and Recreation Administration Extern Program



**JAMES "J.R." CLANTON, MPA,
MLS**

Engagement Manager

EDUCATION AND CERTIFICATIONS

MLS, Emporia State
University

MPA, North Carolina State
University

BA, Public Policy Studies,
Duke University

EDUCATION AND CERTIFICATIONS

International City/County
Management Association

Colorado City and County
Management Association

National Recreation and
Park Association (NRPA)

J.R. Clanton is a senior consultant in BerryDunn's Parks, Recreation, Libraries practice. He leads our library strategic planning initiatives, leveraging his firsthand industry experience and his knowledge of current and emerging industry trends and best practices. He is able to balance the daily realities and responsibilities clients face with forward-thinking approaches to partnerships, social service alignment, technology advancements, and more. As a former public-sector budget analyst, he is committed to supporting clients as they pursue strategic goals while also responsibly managing public funding.

RELEVANT EXPERIENCE

Parks and Recreation Management: J.R.'s public-sector experience also includes serving as a senior management analyst for the City of Westminster's parks, recreation, and libraries functions. In this role, he was responsible for a staff of over 1,000 and an annual budget of \$24 million. He developed expertise in strategic management, creative funding strategies, and social services alignment, including diversity, equity, and inclusion efforts.

Financial Management: J.R. is adept at leading large budget initiatives and undertakings and at finding creative ways to achieve funding goals. His past accomplishments include coordinating the development of a \$200 million capital improvement program for the City of Boulder, Colorado. He is known to champion new technology and improved business processes, identify strategic partnerships, and create cost recovery models in order to responsibly manage public-sector finances.

REPRESENTATIVE CLIENTS

- City of Monterey Park, CA
- City of Pflugerville, TX
- City of Richland, WA
- City of South Pasadena, CA
- Lincoln County, OR



CAYLON VIELEHR

Subject Matter Expert

EDUCATION AND CERTIFICATIONS

Bachelor's degree,
Philosophy, Fort Lewis
College

Peace Corps, Gambia, West
Africa, Environmental
Development, Agriculture
Extension, and Beekeeping
Training

Caylon Vielehr is a consultant in our Parks, Recreation, and Libraries Practice. He specializes in using GIS analysis to help parks and recreation agencies inform their strategic decision making and future planning efforts. Specifically, he uses the proprietary GRASP tool (Geo-Referenced Amenities Standards Process) to conduct level of service (LOS) analysis. He understands the real-world impact geographic information science (GIS) has on social justice and equity, and he combines his technical analysis with his people-oriented personality and passion for the power of parks and recreation to improve lives and communities.

RELEVANT EXPERIENCE

GIS Analyst: Caylon has used his GIS expertise and the GRASP tool to support the development of more than 30 parks and recreation mater plans. He helps agencies use data—such as the number and size of parks, level of use, location in proximity to population clusters—to measure level of service, make fair and equitable decisions, and identify opportunities for improvement or increased investment. As part of this work, he compiles, inventories, and interprets datasets, develops maps and renderings, and delivers presentations.

Local Government: In addition to providing GIS analysis to parks and recreation clients, Caylon has supported citywide initiatives for local governments. These projects have included a strategic plan for the City of Aurora, Colorado; a feasibility study for the City Tamarac, Florida; and an impact fee study for the City of Windsor, Colorado. He often provides demographic analysis, community outreach, public relations, and general project support.

REPRESENTATIVE CLIENTS

- City of Angleton, TX
- City of Aurora, CO
- City of Brighton, CO
- City of Canby, OR
- City of Chelan, WA
- City of College Park, MD
- City of Fruita, CO
- City of Glendale, AZ
- City of Henderson, NV
- City of Kirkland, WA
- City of Lathrop, CA
- City of Post Falls, ID
- City of Sandpoint, ID
- City of Umatilla, OR
- City of Victorville, CA
- El Paso County, CO
- Greater Vallejo Recreation District, CA
- Valley-Wide Recreation and Park District, CA



RICH NEUMANN

Communications and
Engagement Subject Matter
Expert

EDUCATION AND CERTIFICATIONS

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

PRESENTATIONS

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

*Marketing Strategy: From
Practical to Practically
Insane*, North Carolina
Recreation & Park
Association Annual
Conference, Winston-Salem,
NC, October 2018 / National
Recreation and Parks
Association Annual
Conference,

*Caution: Extreme Marketing
Ahead*, Colorado Parks and
Recreation Association
Marketing Workshop, Erie,
CO, November 2016

Rich Neumann is a senior consultant in our Parks, Recreation, Libraries Practice. He has more than 15 years of public-sector experience related to marketing, cultural affairs, communication, and branding. His unrelenting creativity and offbeat sense of humor allow him to look at opportunities and challenges from a unique perspective. 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

Branding and Communications: Rich is an expert in creative communication. He has led dynamic creative services teams, developed marketing and engagement strategies in support of city branding initiatives, and grown social media audiences by as much as 500%, generating more than 17 million marketing impressions per year. He has managed internal, countywide communications as well, supporting executive staff and elected officials with media training, policy communication, and media relations.

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. While serving as marketing and cultural affairs manager for the City of Westminster, Colorado, he increased event attendance by 300% and revenue by more than 850%. He 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.

REPRESENTATIVE CLIENTS

- Adams County, CO
- City of Commerce City, CO
- City of Greeley, CO
- City of Pflugerville, TX
- Hyland Hills Parks and Recreation District, CO
- Town of Erie, CO
- Town of Gilbert, AZ



BECKY DUNLAP, CPRP

Data Analyst

EDUCATION AND CERTIFICATIONS

Bachelor's degree, Forest Resources, Natural Resources, and Tourism, University of Georgia

Certified Parks and Recreation Professional (CPRP), National Recreation and Park Association (NRPA)

PRESENTATIONS

Georgia Parks and Recreation Association, 2019

Missouri Parks and Recreation Association, 2018

National Recreation and Parks Association, 2017 and 2018

Colorado Parks and Recreation Association, 2016

Topics: Technology, Marketing, Productivity, Organizational Efficiencies

Becky Dunlap is a senior consultant in our Parks, Recreation, Libraries Practice. She is a purpose-driven, strategy-focused CPRP who specializes in maximizing organizational efficiencies and opportunities for innovation. She takes a human-first approach to find solutions for the most pressing issues facing the field of parks and recreation, leveraging her broad experience in camp, sports, recreation facility, and park management.

RELEVANT EXPERIENCE

Industry Excellence: Becky is passionate about empowering the next generation of leaders in the field. She has published over 100 episodes of the *Let's Talk Parks* podcast, a show to inspire and share resources within the parks and recreation field. In addition, she has been published in *Parks and Recreation Business Magazine* and was recognized in the inaugural cohort of NRPA's 30 under 30 in 2021.

Community Engagement: Becky leads dynamic community engagement efforts. She specializes in leveraging technology to reach participants virtually, wherever they are and whenever is most convenient for them. She combines engagement tools like Social Pinpoint with social media, marketing, branding, trends identification, and demographic analysis, and she trains parks and recreation departments on how to promote continued engagement with their communities.

Public Sector Experience: Thanks to broad exposure to various public-sector roles, Becky brings a holistic perspective to each engagement. She understands how parks and recreation functions fit within larger local government structures and how to maximize potential for collaboration. She has worked for both a city and a county in roles such as facility operations coordinator, zoo camp director, marketing assistant, and customer service team member.

Master Planning: Becky has contributed to parks and recreation master plans in more than 10 communities throughout the country. Since 2015, Becky has developed hundreds of demographics and trends reports, helping agencies understand how to better plan for their changing communities. She excels at blending nationally-recognized best practices with community-specific trends, customs, and needs.

REPRESENTATIVE CLIENTS

- City of Brush, CO
- City of Henderson, NV
- Coconino County, AZ
- Hesperia Recreation and Park District, CA
- Phelan Piñon Hills Park and Recreation District, CA
- Pleasant Valley Recreation and Parks District, CA
- San Bernardino, CA
- San Luis Obispo County, CA
- Town of Florence, AZ



ADRIAN NEWMAN, BFA

Marketing and Branding
Subject Matter Expert

EDUCATION AND CERTIFICATIONS

BFA, Communication
Design, Metropolitan State
University of Denver

Rocky Mountain College of
Art and Design, Graphic
Design

PRESENTATIONS

*Design Like a Pro! For
Minimal Dough*, Brand+Aid,
2017,
www.BrandAidConference.com

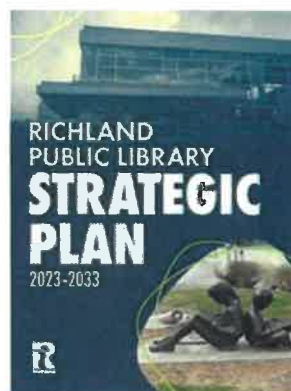
CPRA-Colorado Parks &
Recreation Association,
2018, www.cpra-web.org

Adrian Newman is a senior consultant in our Parks, Recreation, Libraries Practice. He is a talented graphic designer with a focus on government communications and marketing. His approach is analytical and data-driven while still being empathetic and community-centric. He offers clients creative solutions to their communications goals and proactively addresses communications challenges or concerns.

RELEVANT EXPERIENCE

Public-Sector Graphic Design: Adrian is a skilled graphic designer with a focus on government communications and marketing. Prior to joining BerryDunn, he served as a graphic designer for the Tri-County Health Department, Colorado; City of Westminster, Colorado; and Adams County, Colorado. He has provided design support for many other communities throughout the country. He regularly creates logos, branding strategies and standards, social media and web graphics, email newsletters, and layouts for magazine and publications.

Branding Strategy: Adrian develops the project branding for many of BerryDunn's parks, recreation, and library master and strategic planning initiatives. He works thoughtfully with communities and conducts listening sessions and research to develop brands that meaningfully contribute to the strategic planning process. Some of his successes include developing branding for the City of Salida, Colorado's Salida Climate Action Plan, and the City of Modesto, California's "Forward Together" campaign.



REPRESENTATIVE CLIENTS

- Adams County, CO
- City of Commerce City, CO
- City of Kennewick, WA
- City of Novato, CA
- City of Pflugerville, TX
- Hyland Hills Recreation District, CO
- Johnson County Parks and Recreation, KS
- Jurupa Valley Recreation and Park District, CA
- Peninsula Metro Park District, WA
- Town of Evergreen, CO
- Town of Gilbert, AZ



OLIVER AMAYA, CPRP, PMP®

Analyst

EDUCATION AND CERTIFICATIONS

BS, Liberal Arts, Excelsior College

Associate of Applied Science, Information Resources Management, Cochise College

Associate of Science, Language, Excelsior College

Certified Project Management Professional® (PMP®)

Customer Recovery Certification

Business Administration and Leadership Certification

Oliver Amaya is a consultant in our Parks, Recreation, and Libraries Practice. Before joining our team, he worked with the City of Corpus Christi, Texas Parks and Recreation Department as a special projects manager, where he helped the department execute initiatives based in community development, operational improvement, and increased connectivity.

Oliver’s experience serving in the U.S. Army also honed his ability to balance complex projects, work in complex environments, solve difficult challenges, and make effective decisions. His fluency in Spanish and Portuguese, in addition to English, enables him to reach diverse groups and listen to their input.

RELEVANT EXPERIENCE

Project Management: Oliver brings six years of experience directing new projects, managing various contracts, instituting cost and schedule controls, and establishing best practices. He is effective in leading and directing various projects from inception to completion. He has 12 years of progressive management experience and repeated success in developing project initiatives, directing project plans, achieving performance targets, managing budgets, and monitoring project costs.

Cost Recovery: While serving as special projects manager for the City of Corpus Christi, Texas Parks and Recreation Department, Oliver participated in a parks and recreation fee study revision related to residential development as well as a fee study for the City’s tennis center. Oliver participated in research and peer benchmarking for both fee studies.

Project Coordination: Oliver has performed administrative duties for projects while working closely with project management, subcontractors, and clients. His experience includes organizing subcontractors while staying within budget limitations, preparing work orders and expense reports, translating Spanish and Portuguese documents and conversations into English, optimizing revenue by developing cost-reduction activities via efficient supplier development and resourcing, and collaborating with other administrative staff on projects and initiatives.

REPRESENTATIVE CLIENTS

- Ada County, ID
- Adams County, CO
- City of Bangor, ME
- City of Irving, TX
- City of Novato, CA
- Hyland Hills Parks and Recreation, CO
- Jurupa Area Recreation and Parks District, CA
- Town of Gilbert, AZ



TOM DIEHL, MS, CPRP

Subject Matter Expert

EDUCATION AND CERTIFICATIONS

Master of Science, Health and Physical Education, Syracuse University

Bachelor of Science, Syracuse University

Certified Parks and Recreation Professional (CPRP), National Recreation and Park Association (NRPA)

Leadership Development Training, VCU, Grace E. Harris Leadership Institute

Certified Pool Operator

Certified Emergency Shelter Operator

Active Shooter Training

MEMBERSHIPS AND AFFILIATIONS

NRPA, Member

National Intramural and Recreation Sports Association (NIRSA), Member

Colorado Parks and Recreation Association

Tom Diehl is a manager in our Parks, Recreation, Libraries Practice. He is a recreation and athletics management professional with 38 years of experience serving both public and private institutions. He has concentrated on program and facility enhancement, and his expertise includes strategic and master planning, feasibility studies, capital and operational planning, budgeting, resource management, procurement/contract administration, equipment specifications, construction management and historical renovations. He has extensive experience with recreation and athletics programming, community relations, and special events management. He has successfully overseen capital projects valued up to \$60 million.

RELEVANT EXPERIENCE

Parks and Recreation Consulting: Tom has extensive parks and recreation consulting experience, completing more than 90 projects across 21 states. This includes more than 25 recreation and open space strategic and master plans, more than 20 feasibility studies, and more than nine conceptual park master plans, along with several needs assessments, operation and maintenance cost analyses, sports tourism economic impact studies, land preservation plans, athletic field studies, and ADA transition plans. He has seen it all and leverages this perspective while still bringing innovative, forward-thinking ideas to the table.

Recreation and Facility Leadership: Tom's background includes serving as director and assistant director of recreational sports at Virginia Commonwealth University (VCU); assistant athletic director for facilities at Marist College; and intramural director and facility director at Le Moyne College. He served as a principal with GreenPlay, LLC for seven years before the company merged with BerryDunn. Tom is a longtime member of both NRPA and NIRSA, actively participates in conferences and events, and is committed to industry excellence.

Project Management: Tom frequently serves in project management roles for the full spectrum of parks and recreation projects. He excels at maintaining clear, open lines of communication between clients and BerryDunn, keeping projects on track and on budget, and developing collaborative relationships with communities. Tom is also a graduate of the VCU Grace E. Harris Leadership Institute's Leadership Development Training.

Coaching: Tom played Division I lacrosse for Syracuse University and has 13 years of experience coaching at the university- and high school-level. His coaching experience spans almost all sports at various youth levels.

REPRESENTATIVE CLIENTS

- City of Grover Beach, CA
- City of Sandpoint, ID
- City of Umatilla, OR
- Pleasant Valley Recreation and Parks District, CA
- Redmond Recreation and Parks District, OR
- Town of Brookline, MA



JASON MORADO, MBA

Statistically Valid Survey

EDUCATION AND CERTIFICATIONS

MBA, Webster University

BS, Business Administration, Avila University

BS, Marketing, Avila University

Jason Morado has over 20 years of experience in the design, administration, and analysis of community market research. He has served as the project manager on community survey research projects for over 600 local governmental organizations throughout the U.S. Jason is experienced in all phases of project management of market research studies, including survey design, developing sampling plans, quantitative and qualitative analysis, interpretation of results and presentation of findings. His areas of emphasis include citizen satisfaction surveys, parks and recreation needs assessment surveys, community planning surveys, business surveys, and transportation studies. He has also led the coordination and facilitation of focus groups and stakeholder interviews for a wide range of topics.

PROJECT EXPERIENCE

- Atlanta, GA
- Arlington County, VA
- Brownsburg, IN
- Broward County, FL
- Charleston, SC
- Chatham County, NC
- Cincinnati, OH
- Coral Gables, FL
- Corpus Christi, TX
- Culpepper County, VA
- Dania Beach, FL
- Davie County, NC
- Detroit, MI
- Downers Grove Park District, IL
- El Paso County, TX
- Fayetteville-Cumberland County, NC
- Gwinnett County, GA
- Harnett County, NC
- Hoffman Estates Park District, IL
- Hunters Creek, FL
- Huron-Clinton Metroparks, OH
- Manchester, CT
- Mecklenburg County, NC
- Oakland County, MI
- Oswegoland, IL
- Ozark, MO
- Palm Beach, FL
- Pittsboro, NC
- Platte City, MO
- Port St. Lucie, FL
- Roanoke, VA
- Rolesville, NC
- Salina, KS
- San Clemente, CA
- San Diego, CA
- San Louis Obispo, CA
- Sandy Springs, GA
- Sarasota, FL
- Shawnee, KS
- Shoreline, WA
- Smyrna, GA
- Somerset County, NJ
- St. Louis County, MO
- Westfield, NJ



RYAN MURRAY

Statistically Valid Survey

EDUCATION AND CERTIFICATIONS

BS, Public Administration,
University of Kansas

Ryan has over 12 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute Ryan has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. His current role as Project Manager includes survey design, developing sampling plans, quantitative and qualitative data analysis, interpretation of results, and presentation of findings. In his previous role he planned, coordinated and supervised the administration of large-scale origin-destination transportation studies on over a dozen projects throughout the country. Ryan has worked as a Project Manager on projects for over 50 state, county, local, and private sector clients. Below are some examples of the clients Ryan has worked for.

PROJECT EXPERIENCE

- Aberdeen, SD
- Addison, TX
- Albemarle County, VA
- Ankeny, IA
- Arlington County, VA
- Auburn, GA
- Austin, TX
- Barrington, IL
- Beaver Creek, OH
- Bend, OR
- Berkshire Township, OH
- Billings, MT
- Cape Coral, FL
- Chandler, AZ
- Chatham County, NC
- Cincinnati, OH
- Coconut Creek, FL
- Colleyville, TX
- Corpus Christi, TX
- Dallas County, IA
- Dania Beach, FL
- Denver, CO
- Derby, KS
- Downers Grove, IL
- Dundee, IL
- Elon, NC
- Estero, FL
- Fauquier County, VA
- Flower Mound, TX
- Glasgow, KY
- Great Neck, NY
- Greensboro, NC
- High Point, NC
- Holmdel, NJ
- Indian Trail, NC
- Ithaca, NY
- Jersey City, NJ
- Milton, GA
- Montgomery County, MD
- Morris Township, NJ





EXHIBIT A-1
CONTRACTOR'S COMPLETED W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Berry, Dunn, McNeil & Parker LLC

2 Business name/disregarded entity name, if different from above
BerryDunn

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2211 Congress Street

6 City, state, and ZIP code
Portland, ME 04102

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

0	1	-	0	5	2	3	2	8	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ► *Elyshah Tepali*

Date ► *01/03/2024*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT B

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;*
 - d. broad form property damages;
 - e. medical payments;
 - f. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

***This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement.**
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of operation or use of an automobile.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Town covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Town. Such bond shall protect the Town against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT B-1
CERTIFICATE(S) OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY WRITTEN CONTRACT REQUIRING A WAIVER OF RIGHT
TO RECOVER EXECUTED PRIOR TO THE DATE OF LOSS.
THIS WAIVER DOES NOT APPLY IN NH, NJ, KY, UT, OR ANY
CONSTRUCTION CLASS CODE IN MO AND/OR KS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2024

Policy No. 3102800540

Endorsement No.

Insured

Premium \$

Berry, Dunn, McNeil & Parker
Insurance Company

Countersigned by _____

MEMIC Indemnity Company

WC 00 03 13
(Ed. 4-84)

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH MAINE SECRETARY OF STATE

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the records of formation, amendment, and cancellation of limited liability companies and annual reports filed by the same.

I further certify that BERRY, DUNN, MCNEIL & PARKER, LLC is a duly formed limited liability company under the laws of the State of Maine and that the date of formation is February 9, 1999.

I further certify that said limited liability company has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the certificate of formation and that according to the records in the Department of the Secretary of State, said limited liability company is a legally existing limited liability company in good standing under the laws of the State of Maine at the present time.



In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed, given under my hand at Augusta, Maine, this fourth day of March 2024.

Shenna Bellows

*Shenna Bellows
Secretary of State*