



CITY of CALABASAS

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	Pros Consulting, Inc.
<b>City Department in charge of Contract:</b>	Community Services
<b>Contact Person for City Department:</b>	Erica L. Green
<b>Period of Performance for Contract:</b>	3/30/23-3/30/24
<b>Not to Exceed Amount of Contract:</b>	\$88,193.50 (includes 15% contingency)
<b>Scope of Work for Contract:</b>	Provide programming and facility needs assessment for the Community Services Department including the AHCCC

**Insurance Requirements for Contract:**

yes  no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000.00

yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts: required by California state requirements

Other:

**Proper documentation is required and must be attached.**

**PROFESSIONAL SERVICES AGREEMENT**  
Pros Consulting, Inc.

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Pros Consulting, Inc. (Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Programming and facility needs assessment for the Community Services Department
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 30, 2023
- 3.4 “Expiration Date”: March 30, 2024

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Eighty Eight Thousand One Hundred and Ninety Three dollars, \$88,193 unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Michael Svetz** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302 Attn:  
**Erica Green**  
Telephone: (818) 224-1600

If to Consultant:

*Pros Consulting, Inc.*  
35 Whittington Dr. Suite 300  
Brownsburg, Indiana 46112  
Attn: Michael Svetz  
Telephone: (623) 388-1787  
[www.prosconsulting.com](http://www.prosconsulting.com)



With courtesy copy to:

Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant ( or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re- broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Pros Consulting, Inc.**

By: \_\_\_\_\_  
*David Shapiro, City Mayor*

By: \_\_\_\_\_  
*Leon Yonger, CEO*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Kindon Meik, City Manager*

By: \_\_\_\_\_  
*Katherine Younger, CFO*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Erica Green, Director of Community Services*

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney

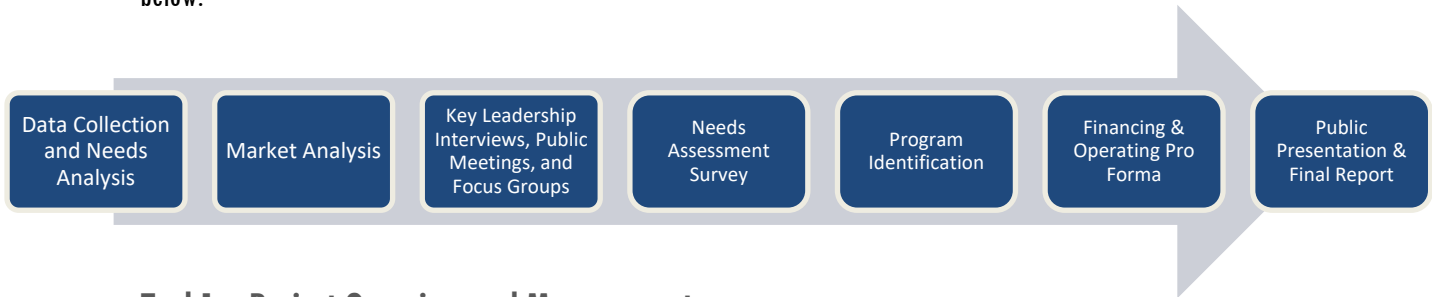
Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK

See attached proposal.

## Scope of Services

The process of developing the feasibility study follows a logical planning path as described in the Scope of Work and illustrated below:



### Task1 – Project Overview and Management

- A. Kick-off Meeting and Project Management** – The first task will establish the framework and outcome expectations associated with the needs assessment study for the AHCCC and other CSD recreation facilities. Included in this task will be a kick-off meeting; the kick-off meeting should be attended by the key City and CSD leadership and AHCCC staff members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the PROS Team. Also, the establishment of bi-weekly meetings will be completed until project completion with the Consulting Team and City staff.
- B. Review Existing Information and Reports** – The PROS Team will review and discuss with key project team management the current market, other services providers, customer base and key findings and themes in relevant reports (e.g. site specific planning documents, leased/rental space agreements, program registration numbers, etc.) that have been done over the past few years.
- C. Identify Constraints and Parameters** – As a part of the project overview process, the PROS team will also work with staff to identify project constraints and parameters including, but not limited to, identifying the project purpose and goals, vision for success, market economy and competition that may have an impact on the success of the AHCCC.

### Task 2 – Market Analysis, Financial Review, and Space Utilization Analysis

- A. Demographic Analysis** – The PROS Team will complete a demographic trends analysis which is based on Census 2020 baseline data, 2023 reported data, and projected populations for next five and ten years. Demographic characteristics analyzed and reported on will include population, age and gender distribution, households, and income characteristics. Also, the effect of demographic changes for the AHCCC discussed will be researched. This analysis will provide an understanding of the demographic environment for the following reasons: to thoroughly understand the market areas which are potentially served by the community center, to anticipate changes to the service area, and assist in making proactive decisions to accommodate those shifts.
- B. Alternative Provider Market Analysis** – The PROS Team will analyze all major direct and indirect service providers. Direct and indirect service providers will be based on typical services/programs administered in like facilities. This data will be utilized to compare against the activities and programs identified in the Market Definition. An inventory of comparable facilities will be performed on a local basis to attempt to quantify market share. An analysis of competition will include: location, service offering, pricing, and attractions.
- C. Trend Analysis and Market Segment Determination** – The PROS Team will confirm the size of the market by age segment and race/ethnicity for the study area. Detailed demographic analysis will be compared to potential recreational activities to estimate potential participation per national and local trends, as documented in the Sports & Fitness Industry Association’s (SFIA) *2023 Study of Sports, Fitness and Leisure Participation* market research data, as well as ESRI Local Market Potential. This helps determine the size of the activity market by age segment and frequency rates to apply to the facility. These figures will serve as the basis for identifying future needs and determining the market segments to be targeted as a part of the feasibility study.

*Request for Proposal*  
*Calabasas Community Services Department Programming Needs Study*

- D. Review of Existing Programs and Services & Space Utilization Analysis**— The Consulting Team will review existing programs and services being held at the AHCCC and other CSD facilities to identify their offerings and help ensure “best use” of the AHCCC is not duplicating services but fulfilling an existing need. This includes a leased/rental space analysis, as well as space utilization of existing program space.
- E. Financial Review** — The PROS Team will complete a 5-year review of the AHCCC’s and other CSD facilities financials, memberships, and program numbers. The review will:
- Determine existing cost-analysis for programming;
  - Identify factors to be included in determining programming and user costs; and
  - Identify and prioritize programming fee thresholds and increases/reductions.
- Fee structure and levels, including cost levels of current programs, will be assessed by the PROS Team, as well as evaluate the current pricing strategies used at the center.

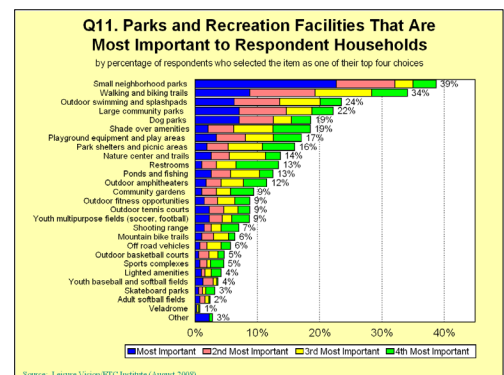
**Task 3 – Community Input / Needs Assessment**

The foundation of all projects should be built upon an inclusive input process. This project’s input process will be based on qualitative data gleaned from leadership and stakeholder meetings. The PROS Team will utilize contacts and relationships of the City to identify stakeholders and leaders to gather input in order to gain consensus on key development priorities and operational strategies and programs at the AHCCC. We will develop and conduct an outreach plan that combines in person and online mechanisms to obtain the most extensive input from a wide variety of community groups.

- A. Stakeholder Interviews, Focus Groups and Public Meetings** — The PROS Team will perform up to ten (10) stakeholder interviews and four (4) community-wide focus groups over the period of one (1) day to evaluate the vision for the AHCCC. The community values, strengths and challenges potentially facing the facility, trends, and existing level of services provided will also be evaluated during this time. It is important to have one-on-one interviews and small group focus groups with these stakeholders and staff to ascertain candid input. These interviews may include: elected officials, educational groups, advocacy groups, local businesses, public / private program providers, sports groups, youth, seniors, and other potential partners. Also, two (2) public meetings will be completed, virtually or a hybrid model of in-person/virtual.
- B. Online Survey** — The Consulting Team will create an online survey administered through [www.surveymonkey.com](http://www.surveymonkey.com). This survey will be promoted through the City’s website and promotional mediums to maximize outreach and response rates. These surveys will provide quantitative data and guidance in addition to the stakeholder and focus groups in regards to the recommendations for amenities, specific programs, facility components, usage, and pricing strategies.

- C. Statistically-Valid Needs Analysis Survey** — The Consulting Team will perform a random, scientifically valid community-wide household survey to quantify knowledge, need, unmet need, priorities and support for changes at the AHCCC.

The survey will be administered by phone or by a combination of a mail/phone survey and will have a minimum sample size of 350 completed surveys at a 95% level of confidence and a confidence interval of +/- 5%. Prior to the survey being administered, it will be reviewed by the Calabasas staff.



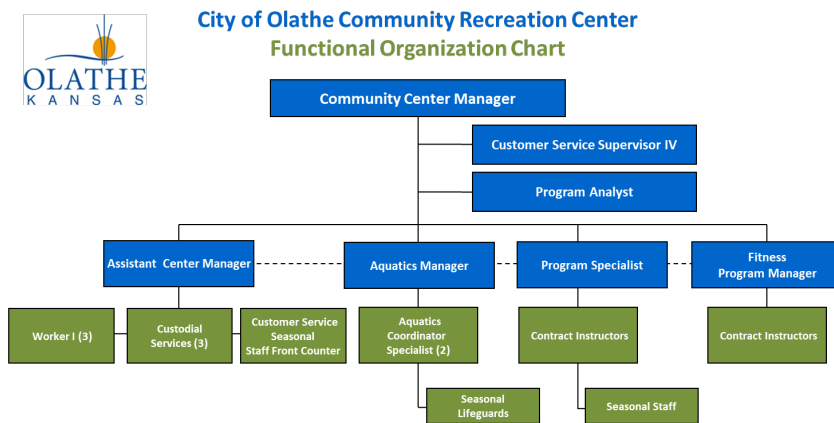


### Task 4 – Program Identification

**A. Visioning and Core Program** – Based on the analysis and findings from Task 1-3, we will identify the recommended core programs for the AHCCC. This will include key activities and programs for participants, operating structure and guidelines including priorities for use, operating philosophy and the potential size of the core program and market positioning. This analysis will provide insight into “best practices” for the use of space while taking into account the community demographics, trends in the industry, opportunities and facility needs.

### Task 5 – Operational Plan and Financial Pro Forma

**A. Establish Operating Standards and Revised Organizational Chart** – The Consulting Team will establish operational standards for the AHCCC. This will include hours of operation, maintenance standards, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. . The internal operational assessment will be centered on sustainability, efficiency, and organizational alignment. This will include analyzing current operational processes and service delivery, comparing unit cost of services and level of productivity as well as organizational culture and values. In addition, “best practice” recommendations will be identified for implementation. Also, a revised organizational chart will be completed for the AHCCC.



**B. Financial Pro Forma** – Based on the program and operations for the facility, the PROS Team will develop a detailed financial and funding plan illustrating the pricing strategy for each of the programs and services. Financial modeling will be completed in Microsoft Excel and a fully functional version of the electronic model will be provided to staff for future use as a budgeting and planning tool. This will include:

- Expenditure detail: Detailed staffing by space/program area; contractual costs, including but not limited to, utilities, maintenance and repair, insurance, office/license/dues, advertising and promotion; Commodity costs for program area and general facility requirements; Contract instructor costs
- Revenue and attendance / participation estimates: General admission by month of year, by participant category and price point (youth, adult, weekday, weekend, etc.); Program/class participation by session/meetings, by participant category; Rental by space/program area by price point; other partnership / sponsorship and earned income opportunities

Revenues	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$1,399,855.46	\$1,441,851.13	\$1,485,106.66	\$1,529,659.86	\$1,575,549.66	\$1,622,816.15
Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recreation Programs	\$39,010.00	\$40,180.90	\$41,385.71	\$42,627.28	\$43,906.10	\$45,223.28
Fitness	\$460,450.00	\$474,263.50	\$488,491.41	\$503,146.15	\$518,240.53	\$533,787.75
Natatorium	\$651,750.00	\$671,302.50	\$691,441.58	\$712,184.82	\$733,550.37	\$755,556.88
Gymnasium	\$95,940.00	\$98,818.20	\$101,782.75	\$104,836.23	\$107,981.32	\$111,220.75
Parties	\$37,500.00	\$38,625.00	\$39,783.75	\$40,977.26	\$42,206.58	\$43,472.78
Rentals	\$101,100.00	\$104,133.00	\$107,256.99	\$110,474.70	\$113,788.94	\$117,202.61
Child Care	\$24,500.00	\$25,235.00	\$25,992.05	\$26,771.81	\$27,574.97	\$28,402.21
Vendateria	\$10,000.00	\$10,300.00	\$10,609.00	\$10,927.27	\$11,255.09	\$11,592.74
Senior Center	\$97,000.00	\$99,910.00	\$102,907.30	\$105,994.52	\$109,174.35	\$112,449.59
<b>Total</b>	<b>\$2,917,105.46</b>	<b>\$3,004,618.63</b>	<b>\$3,094,757.19</b>	<b>\$3,187,599.90</b>	<b>\$3,283,227.90</b>	<b>\$3,381,724.73</b>
Expenditures	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$167,511.80	\$167,511.80	\$167,511.80	\$167,511.80	\$167,511.80	\$167,511.80
Administration	\$929,768.37	\$953,474.21	\$978,122.73	\$1,003,751.48	\$1,030,399.49	\$1,058,107.36
Building Maintenance	\$209,245.37	\$210,756.77	\$212,322.48	\$213,944.48	\$215,624.83	\$217,365.68
Building Services	\$250,730.60	\$252,137.60	\$253,589.63	\$255,088.15	\$256,634.68	\$258,230.78
Recreation Programs	\$127,520.01	\$128,605.01	\$129,726.66	\$130,886.22	\$132,085.01	\$133,324.37
Fitness	\$478,972.74	\$481,977.74	\$485,101.29	\$488,348.08	\$491,723.00	\$495,231.10
Natatorium	\$692,151.45	\$694,773.95	\$697,490.93	\$700,305.84	\$703,222.29	\$706,244.01
Gymnasium	\$33,384.00	\$33,654.00	\$33,933.90	\$34,224.07	\$34,524.89	\$34,836.76
Parties	\$32,925.40	\$33,949.40	\$35,013.16	\$36,118.24	\$37,266.24	\$38,458.85
Rentals	\$27,185.00	\$27,791.00	\$28,419.74	\$29,072.08	\$29,748.93	\$30,451.21
Child Care	\$33,268.72	\$33,298.72	\$33,329.62	\$33,361.45	\$33,394.23	\$33,427.99
Vendateria	\$5,700.00	\$5,878.00	\$6,061.62	\$6,251.04	\$6,446.45	\$6,648.03
Senior Center	\$806,563.00	\$811,753.25	\$817,137.60	\$822,723.41	\$828,518.31	\$834,530.25
<b>Total</b>	<b>\$3,794,926.45</b>	<b>\$3,835,561.44</b>	<b>\$3,877,761.15</b>	<b>\$3,921,586.33</b>	<b>\$3,967,100.15</b>	<b>\$4,014,368.20</b>
<b>Net Revenue</b>	<b>(\$877,820.99)</b>	<b>(\$830,942.82)</b>	<b>(\$783,003.96)</b>	<b>(\$733,986.43)</b>	<b>(\$683,872.25)</b>	<b>(\$632,643.46)</b>
<b>Total Cost Recovery</b>	<b>76.9%</b>	<b>78.3%</b>	<b>79.8%</b>	<b>81.3%</b>	<b>82.8%</b>	<b>84.2%</b>



*Request for Proposal*  
*Calabasas Community Services Department Programming Needs Study*

**Task 6 – Final Report**

Based on the analysis and findings, the PROS Team will assemble a report document that clearly states the programmatic and operational elements required to achieve the outcome expectations for the Calabasas Community Services Programming Needs Study. All deliverables will be provided in both hard copy and electronic format.

- A. Draft Report Production** –The plan will be one that generates energy and advocacy while providing confidence in the business practices required for success. A draft plan will be developed and distributed to the City project team for feedback and input.
- B. Presentation of Findings and Recommendations** – The Consulting Team will present the draft findings and recommendations to the staff, as well as to the project team over a one (1) day period for comment and review.
- C. Final Report Production** – Following consensus on the draft analysis and recommendations, the Consulting Team will prepare the final report documenting all findings, analysis and recommendations to support implementation. The final report

**Project Timeline**

The project approach and scope of work detailed in this proposal can be completed by the PROS Team collaboratively with the City staff. Specific dates will be set during the kick-off meeting process and the PROS Team will consider any special requirements by the City in regards to scheduling to meet your expectations.

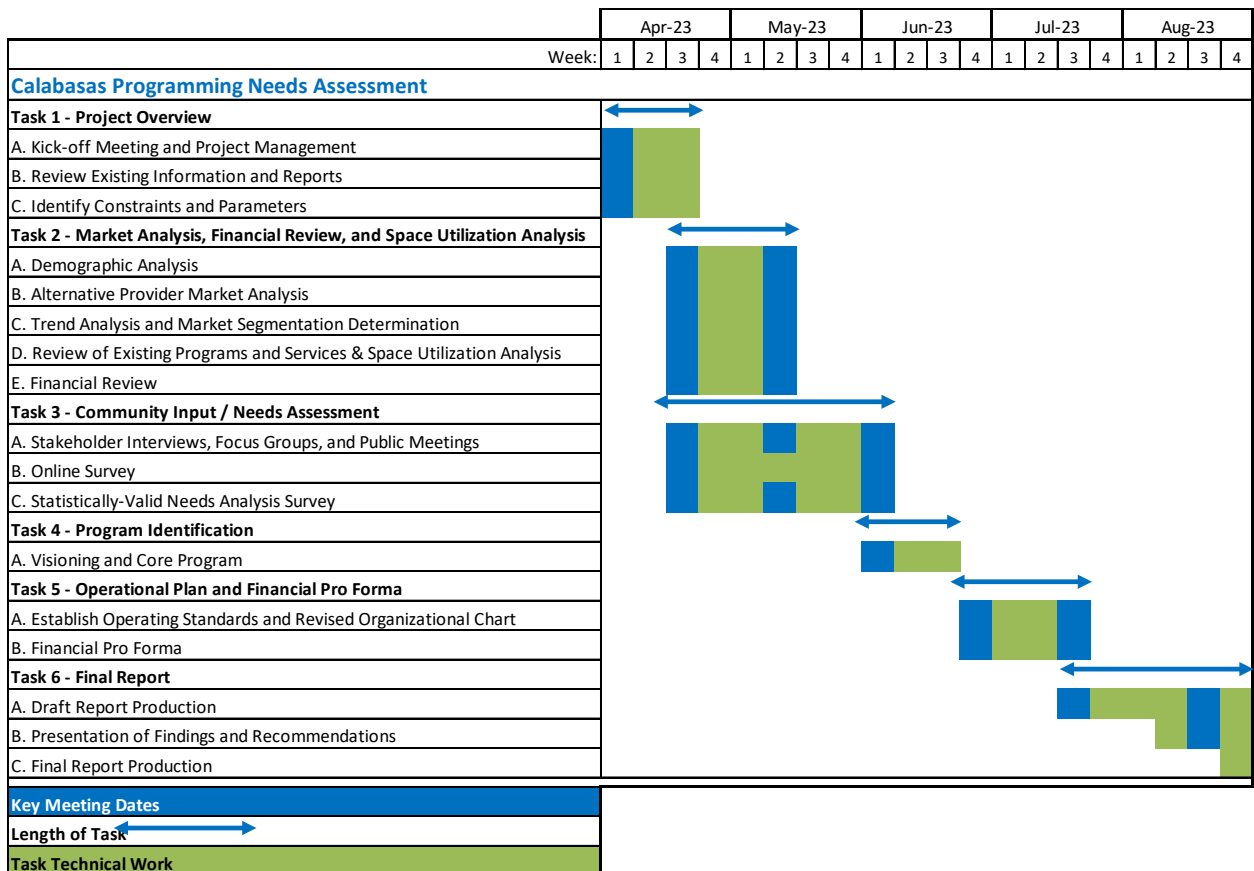


EXHIBIT B  
APPROVED FEE SCHEDULE

See attached proposal.



## Section Four – Pricing

The following fee breakdown is based on the project approach described in the Scope of Work for the Calabasas Community Services Programming Needs Study. We would appreciate the opportunity to meet and discuss the project approach and fees to ensure they are consistent with the expectations of the City of Calabasas, as we are flexible in meeting these expectations. This fee is a not-to-exceed amount and includes all costs, both direct and indirect, including any reimbursable expenses.

<b>Task 1 - Project Overview</b>	
A. Kick-off Meeting and Project Management	\$ 5,880
B. Review Existing Information and Reports	\$ 1,800
C. Identify Constraints and Parameters	\$ 1,840
<b>Subtotal Dollars</b>	<b>\$ 9,520</b>
<b>Task 2 - Market Analysis, Financial Review, and Space Utilization Analysis</b>	
A. Demographic Analysis	\$ 2,160
B. Alternative Provider Market Analysis	\$ 2,970
C. Trend Analysis and Market Segmentation Determination	\$ 1,080
D. Review of Existing Programs and Services & Space Utilization Analysis	\$ 4,600
E. Financial Review	\$ 6,000
<b>Subtotal Dollars</b>	<b>\$ 16,810</b>
<b>Task 3 - Community Input / Needs Assessment</b>	
A. Stakeholder Interviews, Focus Groups, and Public Meetings	\$ 7,480
B. Online Survey	\$ 1,890
C. Statistically-Valid Needs Analysis Survey	\$ 14,250
<b>Subtotal Dollars</b>	<b>\$ 23,620</b>
<b>Task 4 - Program Identification</b>	
A. Visioning and Core Program	\$ 3,280
<b>Subtotal Dollars</b>	<b>\$ 3,280</b>
<b>Task 5 - Operational Plan and Financial Pro Forma</b>	
A. Establish Operating Standards and Revised Organizational Chart	\$ 2,140
B. Financial Pro Forma	\$ 7,370
<b>Subtotal Dollars</b>	<b>\$ 9,510</b>
<b>Task 6 - Final Report</b>	
A. Draft Report Production	\$ 4,650
B. Presentation of Findings and Recommendations	\$ 3,570
C. Final Report Production	\$ 5,730
<b>Subtotal Dollars</b>	<b>\$ 13,950</b>
<b>TOTAL DOLLARS</b>	<b>\$ 76,690</b>