



AGENDA

Donald P. Wagner
Chairman

Melissa Fox
Vice Chairwoman

Jeffrey Lalloway
Director

Lynn Schott
Director

Christina Shea
Director

ORANGE COUNTY GREAT PARK BOARD SPECIAL MEETING

May 22, 2018

2:30 PM

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

Speaker's Card/Request to Speak: If you would like to address the Board on a scheduled agenda item – including a Consent Calendar item, a Regular Business item, a Public Hearing item, or Public Comments – please complete the Request to Speak Form. The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the Clerk of the Board. The Request to Speak Form assists the Chair in ensuring that all persons wishing to address the Board are recognized. It also ensures the accurate identification of meeting participants in the Board minutes. Your name will be called at the time the matter is heard by the Board. Board policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Chair), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Chair or the Board during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INTERIM DIRECTOR, OCGP, REPORT

Scan this QR code for an electronic copy of the
Great Park Board staff reports



BOARDMEMBER REPORTS

1. CONSENT CALENDAR

All matters listed under Consent Calendar are considered by the Director, Orange County Great Park, and the City Manager to be routine and will be enacted by one roll call vote. There will be no discussion of these items unless members of the Orange County Great Park Board request items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Board on items on the Consent Calendar. See information for Speaker’s Card/Request to Speak on first page.

1.1 MINUTES

ACTION:

Approve the minutes of a regular meeting of the Orange County Great Park Board held on April 24, 2018.

2. BOARD BUSINESS

2.1 AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR SENIOR CONSULTANT FOR CULTURAL TERRACE PLANNING

ACTION:

- 1) Recommend the City Council authorize the City Manager to award and execute a contract for a not-to-exceed amount of \$486,000 to HR&A Advisors, Inc. for business plan development and tenant planning services for Orange County Great Park Cultural Terrace Planning.
- 2) Recommend the City Council approve a budget appropriation in the amount of \$486,000 from the Orange County Great Park unallocated fund balance for Fiscal Year 2018-19.

PUBLIC COMMENTS (Limited to 3 minutes per speaker.)

Any member of the public may address the Board on items within the Orange County Great Park Board’s subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker’s Card/Request to Speak on the first page.

ADJOURNMENT

NOTICE TO THE PUBLIC

LIVE BROADCASTING AND REBROADCASTING

Regular Orange County Great Park Board meetings are broadcast live every 4th Tuesday of the month at 2 p.m. and are replayed on Tuesdays at 2 p.m. (in weeks in which there is not a live Great Park Board meeting), Wednesdays at 8 a.m., Thursdays at 7 p.m., and Saturdays at 7 p.m. (in weeks in which there is not a live Orange County Great Park meeting) until the next Orange County Great Park Board meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel

99. Orange County Great Park Board meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at cityofirvine.org/ictv. For more information, please contact the Clerk of the Board/City Clerk's Office at (949) 724-6205.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Clerk of the Board and are available for public inspection and copying once the agenda is publicly posted (at least 72 hours prior to a regular Orange County Great Park Board meeting). Staff reports can also be downloaded from the City's website at cityofirvine.org and ocgp.org beginning the Friday prior to the scheduled regular Orange County Great Park Board meeting on the 4th Tuesday of each month.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to cityofirvine.org/ictv.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Orange County Great Park Board regarding any item on this agenda after the posting of the agenda will be available for public review in the Clerk of the Board/City Clerk's Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Clerk of the Board/City Clerk staff at (949)724-6205.

**SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR
DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS**

Media Types and Guidelines

1. Written Materials/Handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Orange County Great Park Board. Please provide 15 copies of the information to be submitted and file with the Clerk of the Board at the time of arrival to the meeting. This information will be disseminated to the Orange County Great Park Board at the time testimony is given.

2. Large Displays/Maps/Renderings:

Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the Clerk of the Board/City Clerk's Office at (949)724-6205 no later than 10 a.m. on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 10 a.m. on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

Information must be provided on CD, DVD, or VHS; or, emailed by 10 a.m. on the day of the scheduled meeting to pio@ci.irvine.ca.us. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a daytime phone number.

The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City's system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the Clerk of the Board/City Clerk's Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING BOARD DECISIONS

If a person wishes to challenge the validity or reasonableness of any Board action or decision in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the Orange County Great Park Corporation, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES


To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the Orange County Great Park Board are held on the fourth Tuesdays of each month at 2 p.m. Agendas are available at the following locations:

- Clerk of the Board/City Clerk's Office
- Police Department
- Front Entrance of City Hall
- University Park Center (Culver/Michelson)
- Walnut Village Center (Culver/Walnut)
- Northwood Town Center (Irvine Blvd./Yale)
- City's web page at cityofirvine.org
- Orange County Great Park's web page at ocgp.org

I hereby certify that the agenda for the Special Orange County Great Park Board meeting was posted in accordance with law in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on May 17, 2018 by 8pm as well as on the City's web page.


Molly McLaughlin, MPA
Secretary/Clerk of the Board

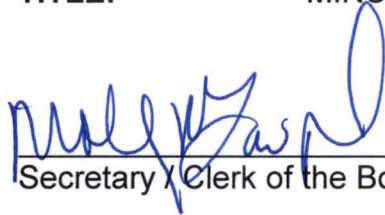
1.1



REQUEST FOR BOARD ACTION

MEETING DATE: MAY 22, 2018

TITLE: MINUTES



Secretary / Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes of the regular meeting of the Orange County Great Park Board held on April 24, 2018.



MINUTES

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

April 24, 2018

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A regular meeting of the Orange County Great Park Board of Directors was called to order on April 24, 2018 at 2:10 p.m. in the City Council Chamber; Chairman Wagner presiding.

ROLL CALL

Present:	4	Director:	Lynn Schott*
		Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner
	1	Director:	Jeffrey Lalloway

* Director Schott arrived at 2:18 p.m.

PLEDGE OF ALLEGIANCE

Chairman Wagner led the Pledge of Allegiance.

INTERIM DIRECTOR, OCGP, REPORT

Pete Carmichael, Interim Director, Orange County Great Park, provided a brief update on construction and forward planning.

Board discussion included: scheduling a Board tour of the Bosque; inquired about completion of the ice facility and suggested scheduling the Winter Wonderland event in conjunction with its opening; and noted landscaping concerns near the Upper Bee and Bosque areas and questioned whether the City had accepted responsibility of these areas from the developer.

Manuel Gomez, Director of Public Works, confirmed that the landscaping concerns in and around the Upper Bee and Bosque areas were a work in progress, and noted that these areas had not yet been accepted by the City.

BOARDMEMBER REPORTS

Vice Chairwoman Fox noted that she recently hosted a town hall meeting at the Great Park; and that the meeting would be made available via podcast.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

1. CONSENT CALENDAR

ACTION: Moved by Director Shea, seconded Vice Chairwoman Fox, and unanimously carried by those members present (Director Lalloway absent), to approve Consent Calendar Item Nos. 1.1 and 1.2. Consent Calendar Item No. 1.3 was removed for separate discussion.

1.1 MINUTES

ACTION:

Approved the minutes of a regular meeting of the Orange County Great Park Board held on March 27, 2018.

1.2 AMENDMENT TO LEASE BETWEEN CITY OF IRVINE AND TIERRA VERDE INDUSTRIES

ACTION:

Recommended that the City Council approve Amendment No. 1 to the lease between City of Irvine and Tierra Verde Industries providing for a one-year extension beginning May 13, 2018, and authorized Mayor to execute Amendment No. 1 on behalf of the City.

1.3 GREAT PARK CULTURAL TERRACE/WILD RIVERS PARKING LOT CAPITAL IMPROVEMENT PROJECT

This item was removed for separate discussion at the request of Director Schott, who expressed her concern about the Request for Proposals (RFP) process related to a waterpark at the Orange County Great Park and reaffirmed her opposition to the contract with Wild Rivers.

Board discussion included: reiterating that the proposed parking lot would not be exclusive to Wild Rivers and would therefore serve several other amenities within the Great Park; and noted that the proposed parking lot would generate revenue for the City.

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, to:

Recommended that the City Council approve a budget adjustment appropriating funds in the amount of \$500,000 from the Orange County Great Park Fund 180 unallocated fund balance for the Great Park Cultural Terrace/Wild Rivers Parking Lot capital improvement project.

The motion carried as follows:

AYES: 3 COUNCILMEMBERS: Fox, Shea and Wagner

NOES: 1 COUNCILMEMBERS: Schott

ABSENT: 1 COUNCILMEMBERS: Lalloway

2. BOARD BUSINESS

2.1 ORANGE COUNTY GREAT PARK FINANCIAL PROJECTIONS

Pete Carmichael, Interim Director, Orange County Great Park, and Kristin Griffith, Director of Administrative Services, provided a presentation on Great Park financial projections and responded to questions.

Board discussion included: requesting that relevant financial information be provided to the Board prior to the meeting; and requested clarification on the settlement agreement from the Department of Finance, how much has been spent to date, and remaining balance after expenditures.

By consensus of those members present (Director Lalloway absent), received and filed the presentation on financial projections for the Orange County Great Park.

2.2 ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY AND FEES FOR NON-ATHLETIC FACILITIES

Ed Crofts, Manager of Community Services, presented the staff report and responded to questions. Kim Mahon, Senior Management Analyst, was also available for questions.

Board discussion included: inquiring about AMCI's percentage of revenue from Great Park events and whether AMCI's role could be assumed by City staff; inquired about the term of the contract with AMCI and whether there was any flexibility if needed; questioned whether utilizing AMCI's services as the park further develops would be advantageous; and noted that AMCI's relationship with non-profit groups has improved.

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried by those members present (Director Lalloway absent), to:

Recommend that the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES DEPARTMENT'S "ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY" AND TO SET RESERVATION FEES FOR CERTAIN NON-ATHLETIC FACILITIES FOR THE ORANGE COUNTY GREAT PARK

2.3 PROFESSIONAL SERVICES AGREEMENT AND CONSTRUCTION CONTRACT CHANGE ORDER FOR BOSQUE AVENUE EXTENSION

Scott Smith, Deputy Director of Public Works, presented the staff report and responded to questions.

Board discussion included: inquiring about maximum capacity of vehicles before stacking would occur, as well as potential impacts; questioned whether the Transportation Commission reviewed and approved staff recommendations; inquired about pedestrian/crosswalk mitigation during large events; questioned whether the design presented represented final alignment; and inquired about what other measures were required before the final alignment could be determined.

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried by those members present (Director Lalloway absent), to:

- 1) Recommend that the City Council approve the refined roadway "knuckle" alignment for the extension of Bosque Avenue.

- 2) Recommend that the City Council authorize the Mayor to execute a new Professional Services Agreement with Proactive Engineering Consultants increasing the design services fee for the Orange County Great Park Western Sector Roadways Capital Improvement Project by \$175,000 for the Bosque Avenue Extension for a new total not-to-exceed design service fee amount of \$1,161,416.
- 3) Recommend that the City Council authorize the Manager of Engineering to negotiate and execute a construction contract change order for the Orange County Great Park Western Sector Roadways Capital Improvement Project, in the amount not-to-exceed \$475,000, with Sukut Construction, LLC, to construct the extension of Bosque Avenue.

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

By consensus of those members present (Director Lalloway absent), Chairman Wagner adjourned the regular meeting at 3:04 p.m.

CHAIRMAN

SECRETARY/CLERK OF THE BOARD

May 22, 2018
DATE

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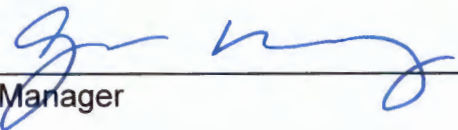
REQUEST FOR BOARD ACTION

MEETING DATE: MAY 22, 2018

TITLE: AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR SENIOR CONSULTANT FOR CULTURAL TERRACE PLANNING



Interim Director, Orange County Great Park



City Manager

RECOMMENDED ACTION

1. Recommend the City Council authorize the City Manager to award and execute a contract for a not-to-exceed amount of \$486,000 to HR&A Advisors, Inc. for business plan development and tenant planning services for Orange County Great Park Cultural Terrace Planning.
2. Recommend the City Council approve a budget appropriation in the amount of \$486,000 from the Orange County Great Park unallocated fund balance for FY 2018-19.

EXECUTIVE SUMMARY

At the January 23, 2018 Orange County Great Park Board (Board) meeting, the Board authorized the release of a Request for Proposals (RFP) for a Senior Consultant offering Implementation Planning Services for the Orange County Great Park Cultural Terrace District. The Board directed staff to return with a recommended consultant for award of contract and budget appropriation (minutes from the January 23, 2018 Board meeting are included as Attachment 1). As presented at the January 23 meeting, the request focused on a two-part scope of work for implementation of the Cultural Terrace District:

1. Business Planning: Develop a strategic business plan for the Cultural Terrace District outlining a recommended mix of tenants and partners to create a world-class visitor experience, while ensuring sufficient revenues for financial sustainability.
2. Partner Identification and Integration: Lead the effort to identify, recruit and negotiate terms with specific partners and tenants that would implement the land use themes identified by the City Council. Subject to City Council direction, this

effort would include both local partners already expressing an interest in the Cultural Terrace, as well as potential national and international institutions.

The RFP required respondents to submit information related to the firm's background, experience and qualifications, proposed approach to the project, references and pricing. The RFP allowed respondents to engage additional sub-consultants with specialized expertise to meet the requested scope of services (Attachment 2). The City received three proposals representing nine firms. A multidisciplinary review team evaluated the proposals. The highest rated qualified consultant team is a collaboration of three firms led by HR&A Advisors, Inc. a real estate and economic development advisory firm. The HR&A team includes Entertainment and Culture Advisors, LLC, an international advisory firm focused on market analysis, financial feasibility and open space programming for entertainment and cultural development projects; and Management Resources, an Orange County-based consulting firm focused on providing business, financial and operational planning for cultural institutions. Staff recommends an award of contract to HR&A for Cultural Terrace Implementation Planning Services and a budget appropriation in the amount of \$486,000 to be allocated in the 2018-19 Great Park Operating Budget.

The consultant work will be guided by the physical site plan being developed through the Cultural Terrace Joint Studies (Joint Studies), conducted in collaboration with Five Point Communities. If the award of contract and budget appropriation are approved, the consultant will work 6-8 months in parallel with the Joint Studies, developing a business plan and financial model, and recommending a tenant mix consistent with the phasing and site layout proposed through the Joint Studies.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

At its October 24, 2017 meeting, the Orange County Great Park Board of Directors, by unanimous vote with all members present, directed staff to develop a plan for recruitment of a Cultural Terrace Senior Consultant. The consultant's scope is focused on the implementation of the Cultural Terrace guided by the physical site plan being developed through the Joint Studies collaborative effort with Five Point Communities. (Minutes from the October 24, 2017 Board meeting are included as Attachment 3.) At its January 23, 2018 meeting, the Board authorized the release of an RFP with the primary tasks, including development of a Cultural Terrace business plan, and the identification, recruitment and lease negotiation for integration of a recommended mix of tenants and partners (Attachment 1). The business plan and tenant/partner integration plan would work together to ensure long-term financial stability of the Cultural Terrace and

implementation of the land use themes identified by the City Council. More specifically, the RFP scope included the following tasks:

Business Planning

- Identify and help establish sources of revenue to fund ongoing operations such as ground leases, license agreements, special taxing/financing districts, tenant and/or business associations, philanthropy.
- Create a pro forma operating budget including projected revenue sources and costs for maintenance, programming and operations.
- Establish a recommended mix of tenants and amenity types that support long-term financial sustainability.
- Develop options for a Cultural Terrace governance strategy and operating model, which may include a City-operated scenario, use of a private operator, or a public/private hybrid approach.

Partner Identification and Integration

Upon approval, the consultant will identify potential partners to implement the uses within the Cultural Terrace including museums, cultural attractions and other amenities. This could include both local partners such as the California Fire Museum and Pretend City, as well as national and international institutions. Partnerships could be implemented through a variety of avenues, including ground leases, license agreements (a common approach for major museums to provide content and exhibitions), or operating agreements, among other means. This portion of the scope includes several subtasks as outlined below:

- Develop and execute an outreach plan to identify specific targets.
- Develop a recommended mix of specific partners based on mutual interest, financial capability, consistency with identified land use themes and site plan. Recommended mix of partners should bring sufficient development capital and ongoing revenue such that, when combined with other available resources, a financially sustainable operation is created.
- Identify physical locations for partners and a phased integration plan that is consistent with the Joint Studies Site Plan.
- Lead negotiations on the City's behalf and develop agreements with potential partners.

The senior consultant work would proceed in parallel with the Joint Studies, with the physical site plan developed through the Joint Studies process informing the business plan, partner identification and phased implementation. The consultant analysis and

recommendations will be presented to the Board and City Council for consideration and policy direction.

Request for Proposals Process

The RFP was released on February 16, 2018, with proposals received on March 26, 2018. The City received three proposals comprising nine firms. The three proposals were submitted by: HR&A Advisors, Inc. with a response including Entertainment and Cultural Advisors, and Management Resources (HR&A team); Kosmont Companies, with a response including AECOM, Biederman Redevelopment Ventures, and The Museum Group; and The Pulse Group, with a response including Hotel and Leisure Advisors.

In accordance with the City's procurement procedures, an independent evaluation team, including senior managers from the Great Park team, Administrative Services and Community Development reviewed the proposals based on the following criteria, as defined in the RFP:

1. Experience and Qualifications of firm and designated project management staff, other key personnel, and sub-consultants
2. Methodology/Project Approach
3. Responsiveness to the RFP
4. Proposal Pricing

As this RFP was a request for consultant services, the procurement was not subject to sealed pricing requirements and therefore pricing is an evaluation criteria.

The evaluation team rated the HR&A proposal as the highest ranked based on the submitted information related to background, experience with similar projects, the qualifications of the lead firm and sub-consultants, project understanding and approach, and pricing (a summary of scores is included as Attachment 4). The following is a brief summary of the evaluation results:

Kosmont Companies with AECOM, Biederman Redevelopment Ventures, and The Museum Group. Kosmont's proposal collectively included qualified and experienced staff with backgrounds in real estate transactions, public and private sector financing and economic development. Biederman Redevelopment Ventures provided experienced credentials in public space programming, governance and financial modeling with similar projects. AECOM and The Museum Group each have a strong background in cultural, recreational and institutional economic feasibility, market analysis and attraction recruitment and evaluation. The proposer provided sufficient understanding of the project and scope of work and met the baseline request for the services requested in the scope.

The Pulse Group with Hotel and Leisure Advisors. The Pulse Group's proposal included qualified staff with backgrounds in market research and financial analysis and project valuation. The project approach and methodology provided a detailed focus on the financial operations modeling for land uses proposed similar to Sports Park operations and met the minimum level of expectations for qualifications for the full scope of services requested.

HR&A Advisors, Inc. with Entertainment and Cultural Advisors, and Management Resources. In its selection of the HR&A team response as the highest rated, the evaluation team noted particular strengths based on its experience developing sustainable governance and finance models on projects similar in size and complexity to the Great Park Cultural Terrace. The HR&A team was able to provide specific and relevant examples in the areas of business plan development, financing and fundraising strategies; and demonstrated strong knowledge and relationships within the market place for world-class cultural and recreational amenities similar to potential partners at the Cultural Terrace.

Staff conducted reference checks on the HR&A team. Responses from previous clients stated that the firm exceeded expectations, including communications and outreach abilities, consensus building and quality of work product. Previous clients cited specific examples of creative problem solving, working collaboratively with diverse stakeholders, and a cost-effective approach to getting results.

HR&A Proposal Summary

HR&A Advisors, Inc., is an economic and real estate consultancy firm established in Southern California with five offices throughout the United States. The firm brings over 40 years of experience in development implementation, including large-scale cultural, civic and open space master plans. The firm's experience includes planning and strategic financing work for many iconic regional and international places such as the High Line in New York City, the Los Angeles River restoration, London's Queen Elizabeth Olympic Park, and Seattle's Central Waterfront. The HR&A team will be led by a partner with the firm, Amitabh Barthakur. Mr. Barthakur is based in Los Angeles and has 20 years of experience in urban design, economic development and implementation of large-scale civic and park projects. Mr. Barthakur is supported by a team of personnel with expertise in sustainable urban development strategies, land use, redevelopment, and public-private partnership creation.

HR&A Advisors, Inc. is the prime consultant and will act as the project manager; leading the development of the operating and financial models for the Cultural Terrace. The response includes two sub-consultants that bring complementary specialized experience, Entertainment and Culture Advisors, LLC (ECA) and Management Resources (MR). ECA is a Los Angeles-based international advisory firm focused on strategy, market and feasibility analysis for entertainment and cultural development

projects. ECA provides experience supporting the multiple stages of large-scale development project planning with an emphasis on assessing market demand, facility sizing, and identifying partners from across the field of commercial and cultural recreation. ECA brings highly relevant project experience including the development of notable destinations, such as LA Live in Los Angeles, the redevelopment of the former Houston Astrodome site, and Longwood Gardens, as well as work on retail-based centers, hotels, an indoor waterpark, science centers and other public amenities. ECA's role in the engagement is to provide analytical support for development of the business plan and identify and integrate commercial recreation tenants and partners for the Cultural Terrace.

Management Resources is based in Orange County and brings expertise in financial and operations planning for museums, expositions, and other recreational and cultural attractions. The firm's resume includes work on the National September 11 Memorial and Museum, the Field Museum in Chicago, the Aquarium of the Pacific in Long Beach, and the Walt Disney Company. Management Resources will assist the HR&A team in governance and operations planning and will bring those relationships developed in the world of cultural institutions to aid in efforts focused on identification and integration of museums and other cultural partners.

A summary breakdown of the pricing is included below:

Task 1. Business Planning and Implementation Framework \$269,000

- Data and information collection
- Peer Cultural Case studies and Development Program Scenarios
- Economic, Financial, Program Assessments, Business Planning
- Proforma and Implementation Strategy Framework

Task 2. Partner Identification and Integration \$217,000

- Tenant Marketing and Outreach Plan Development
- Operating Partners Identification, Solicitation, Evaluation
- Partner Physical Planning Assessment, Financial Feasibility
- Partner Evaluation, Due Diligence, Negotiations and Integration Support

Staff recommends that the Board recommend the City Council authorize an award of contract for Cultural Terrace Implementation Planning Services with the HR&A Advisors, Inc. (Agreement for Contract Services included as Attachment 5), with a not-to-exceed budget of \$486,000. HR&A Advisors, Inc. will bill on an as-needed time and materials basis at hourly rates specified in the contract with a total cost not-to-exceed \$486,000.

Next Steps

If the Board and City Council authorize the award of contract and budget appropriation, the HR&A team work effort would integrate with and proceed in parallel with the Joint Studies. The HR&A team's proposed methodology includes the task areas outlined below.

Business Planning and Implementation Framework (6- 8 Months)

- Development of program opportunities, characteristics and implementation framework. Evaluation includes, attractions attendance and visitor profiles, tenant mix, market context, capital and operating funding sources, phasing and timelines, partnerships and governance.
- Define Cultural Terrace campus development program scenarios based on the key baseline components previously identified as part of the Cultural Terrace. Evaluate program mix of potential partner's recruitment potential and implementation scenarios.
- Conduct a financial assessment of development scenarios; develop a proforma-operating budget, incorporating market context, case studies, and economic benchmarks to determine scales of project revenues, sources and costs. A proforma-operating budget will test the different potential mixes of cultural, commercial and/or other revenue producing land to support long-term financial sustainability.
- Develop Cultural Terrace campus strategies for implementation, governance approaches, operating models, and partner/tenant recruitment.

Partner Identification, Solicitation, Outreach and Evaluation (6-9 months)

- Develop a preferred implementation strategy framework, a tenant recruitment, solicitation and marketing, outreach, partner assessment and integration plan for City consideration.
- Due diligence and evaluation of potential partners. Partner financial and market analysis, institutional credentials, background research.
- Provide proforma financial reassessment and physical planning integration recommendations based on preferred partners.

Partner Negotiations and Support (Timing dependent on partner identification and negotiation conclusion)

- Partner negotiation support, term sheet drafting, agreement drafting, and development phasing.

Staff will return to the Board and City Council for further policy direction at key milestones during the project development. The total expected duration would be 12 to 15 months from business plan development through partner identification and solicitation. Partner negotiation and site planning integration timeframes are dependent on finalizing agreements.

Information previously provided from potential partners including Pretend City, the California Fire Museum, Western Whitewater Adventure Park, and Botanical Gardens and the due diligence reports compiled on those groups will be provided to the consultant team to inform its business planning and integration of potential local and national tenant integration efforts.

ALTERNATIVES CONSIDERED

The Board could choose not to engage a consultant to assist in the business planning and tenant identification for the Cultural Terrace or postpone this work effort until after the completion of the Cultural Terrace Joint Studies once a physical site plan is further developed.

FINANCIAL IMPACT

The total cost for the recommended contract is \$486,000. Staff recommends funding be appropriated from the Great Park Operating Fund unallocated fund balance to the City Manager's Office, Great Park Planning budget for consulting services. If approved, the appropriation will be included with the Adopted FY 2018-19 Budget.

REPORT PREPARED BY Steve Torelli, Management Analyst II

ATTACHMENTS

1. January 23, 2018 Orange County Great Park Board Meeting Minutes
2. Request for Proposals for Orange County Great Park Cultural Terrace Implementation Planning Services
3. October 24, 2017 Orange County Great Park Board Meeting Minutes
4. Evaluation summary sheet
5. Agreement for Contract Services by and between the City of Irvine and HR&A Advisors, Inc.



MINUTES

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

January 23, 2018
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A regular meeting of the Orange County Great Park Board of Directors was called to order on January 23, 2018 at 2:05 p.m. in the City Council Chamber; Chairman Wagner presiding.

ROLL CALL

Present:	3	Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner

Absent:	2	Director:	Jeffrey Lalloway
		Director:	Lynn Schott

PLEDGE OF ALLEGIANCE

Chairman Wagner led the Pledge of Allegiance.

INTERIM DIRECTOR, OCGP, REPORT

Pete Carmichael, Interim Director, Orange County Great Park, provided a brief update on construction and forward planning, which included a status update on the Wildlife Corridor.

ATTACHMENT 1

BOARDMEMBER REPORTS

There were no Boardmember reports.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

1. CONSENT CALENDAR

ACTION: Moved by Director Shea, seconded Vice Chairwoman Fox, and unanimously carried by those members present (Directors Lalloway and Schott absent) to approve Consent Calendar Item Nos. 1.1 and 1.2.

1.1 MINUTES

ACTION:

- 1) Approved the minutes of a special meeting of the Orange County Great Park Board held on November 28, 2017.
- 2) Approved the minutes of a special meeting of the Orange County Great Park Board held on December 11, 2017.

1.2 ORANGE COUNTY GREAT PARK SPORTS PARK SCOREBOARD AND SIGNAGE AGREEMENT

ACTION:

Recommended that the City Council authorize the Mayor to execute the Orange County Great Park Sports Park Scoreboard and Signage Agreement between the City of Irvine and Heritage Fields.

2. BOARD BUSINESS

2.1 ANNUAL ELECTION OF ORANGE COUNTY GREAT PARK CORPORATION BOARD OF DIRECTORS CHAIRMAN/CHAIRWOMAN AND VICE CHAIRMAN/CHAIRWOMAN

Chairman Wagner introduced Pete Carmichael, Interim Director, Orange County Great Park, who opened the floor for nominations for the selection of the Chairman/Chairwoman for the ensuing year.

Vice Chairwoman Fox nominated Chairman Wagner to continue serving as Chairman for the ensuing year.

Noting no additional nominations, Interim Director Carmichael entertained a motion to close the nomination period.

ACTION: Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Directors Lalloway and Schott absent) to close nominations for Chairman/Chairwoman and re-elect Chairman Wagner to continue serving as Chairman for the ensuing year.

Chairman Wagner opened the floor for nominations for the selection of the Vice Chairman/Vice Chairwoman for the ensuing year.

Director Shea nominated Vice Chairwoman Fox to continue serving as Vice Chairwoman for the ensuing year.

ACTION: By consensus of those members present (Directors Lalloway and Schott absent), Chairman Wagner closed the nomination period for Vice Chairman/Vice Chairwoman, and re-elected Vice Chairwoman Fox to continue serving as Vice Chairwoman for the ensuing year.

2.2 CONSIDERATION OF VICE CHAIR FOX'S REQUEST FOR DISCUSSION OF BICYCLE PARKING AT THE GREAT PARK

This item was agendaized at the request of Vice Chairwoman Fox, who asked for Board discussion regarding the types of bicycle racks currently in use at the Orange County Great Park (OCGP) and asked for Board consideration to install a different style of bicycle racks.

Board discussion included: discussing challenges with the current bicycle racks; and suggested Commission review to explore other options for bicycle parking at the OCGP.

Lori Hoffman, Community Services Director, noted that the Community Services Commission does not typically review matters related to Great Park amenities and design features.

ACTION: Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Directors Lalloway and Schott absent), to:

ACTION:

Direct staff to forward this item for Transportation Commission review to address bicycle parking and other related transportation matters at the Orange County Great Park and return to the Great Park Board for final approval.

2.3 SENIOR CONSULTANT FOR CULTURAL TERRACE IMPLEMENTATION PLANNING

Pete Carmichael, Interim Director, Orange County Great Park, and Chris Koster, Manager of Great Park Planning & Development, presented the staff report and responded to questions.

Board discussion included: questioning whether existing consultants were required to participate in the Request for Proposals (RFP) process and/or if they could work parallel with each other; and reiterated that the scope of work in the RFP was different from the work that the existing consultants were currently performing.

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried by those members present (Director Lalloway and Director Schott absent), to:

Approve and authorize staff to release a Request for Proposals for Cultural Terrace Implementation Planning Services, substantially in the form attached to the staff report.

PUBLIC COMMENTS

Greg Norman Jr., Greg Norman Company, spoke about incorporating a water sports complex at the Orange County Great Park and the financial benefits to the City.

Teena Spindler, Great Park Gardens Coalition, spoke in support of a botanical garden at the Orange County Great Park, noting that the group was working with the UCLA Landscape Department to create a conceptual plan to present to the Board; and spoke about the potential for a public/private partnership.


Don Croucher, California Fire Museum, invited the Great Park Board of Directors to a fire exhibit as part of an art gallery event hosted by Santa Ana College.

ADJOURNMENT

Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Director Lalloway and Director Schott) to adjourn the regular meeting at 2:45 p.m.



SECRETARY/CLERK OF THE BOARD



CHAIRMAN

February 27, 2018

DATE



February 16, 2018

REQUEST FOR PROPOSALS for

Senior Consultant Services for Orange County Great Park Cultural Terrace Planning

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a Proposal, please follow these instructions for submissions:

Only RFP documents downloaded from the City's website (www.cityofirvine.org/purchasing) shall be considered official, as the City must track RFP holders in the event an addendum is issued. Failure to register and download the RFP document and any addendum from the website will result in disqualification of the proposal.

Due Date and Time:

No Later than March 26, 2018 at 4:00:00 pm

NO LATE PROPOSALS WILL BE ACCEPTED.

RFP Number:

18-1370

This RFP number must be referenced in the proposal document, which must be submitted electronically via the City's website.

Proposal Submittal: Proposals must be submitted electronically via the City's BidsOnline system as set forth in this RFP document. (Proposals submitted by any other method such as hard copy or email will be disqualified.) Please refer to the Submittal Instructions section of this RFP for details.

Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to Chris Koster with a copy to Linh Lopez (as shown below) no later than March 5, 2018 at 4:00:00 p.m.

Chris Koster, Manager Great Park Planning
Email: CKoster@cityofirvine.org

Linh Lopez, Senior Buyer
Email: LLopez@cityofirvine.org

The City of Irvine reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal that best meets the City's needs.

**REQUEST FOR PROPOSALS
FOR
SENIOR CONSULTANT SERVICES FOR ORANGE COUNTY
GREAT PARK CULTURAL TERRACE PLANNING**

Dear Proposers:

The City of Irvine (hereinafter referred to as the “City”) is requesting proposals to establish a contract for Senior Consultant Services for Orange County Great Park Cultural Terrace Planning, with work to commence on or about May 15, 2018 and be completed on June 30, 2021. The City reserves the right to extend the contract for up to two (2) additional one (1) year periods.

Proposals must be submitted electronically no later than the date and time stated on this RFP cover sheet. Proposals shall be reviewed and rated as set forth in the Selection Process section of this RFP. The City will then determine which proposal(s) best meets the City’s requirements.

LATE PROPOSALS WILL NOT BE ACCEPTED

The City reserves the right to reject any or all proposals, to waive any informality in any proposal and to select the proposal that best meets the City’s needs.

MINIMUM QUALIFICATIONS REQUIRED FOR PROPOSAL SUBMITTAL

Firms who fail to meet the minimum qualifications set forth below should not submit a proposal; any such proposal shall be deemed non-responsive and not be considered.

- 1) Minimum five (5) most recent years of experience performing similar services as those detailed in the Scope of Services section of this RFP.

OVERVIEW AND SCOPE OF SERVICES

This Request for Proposals is for Senior Consultant Services for Orange County Great Park Cultural Terrace Planning as set forth in Attachment I.

TERMS AND CONDITIONS

The City’s standard Agreement for Contract Services is included as Attachment II. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions “as is” without modification. (Please refer to Part III Special Provisions of Attachment II for special requirements relating to these services.)

At the discretion of the City, any or all parts of the respondent's proposal shall be made a binding part of the selected firm's contract. The City reserves the right to reject in whole or in part any of the proposals.

Time frame for submittal of insurance documents: At the time the contract is awarded, the firm must be able to provide all required insurance documentation to the City's insurance certificate tracking company as set forth in Attachment II. If these requirements are not met, the City reserves the right to select the next best qualified firm.

ORGANIZATION OF PROPOSAL

If your proposal does not include all of the items below, it may be deemed non-responsive. The proposal will be evaluated by the City and shall include, at a minimum, the following information:

SECTION I

- **BUSINESS INFORMATION**

State the full legal name of your firm, including the state of incorporation if applicable. Include your address, phone number, fax number and email address. State the number of years your firm has been doing business. List the names of principals or officers authorized to bind your firm, including position titles. The City recognizes that the requested Scope of Services may require specialized expertise that necessitates a prime firm to partner or engage additional sub-consultants to meet the request. This is permissive; however, all entities must provide complete business, personnel, experience and project approach information.

- **PERSONNEL**

This section shall define the experience of the Principal, other key personnel and sub-consultants assigned to this project. Include resumes for all managers, supervisors, and other key individuals including sub-consultants who will comprise the management team. Demonstrate the relevant expertise and experience of each team member. The designated Principal shall be the primary contact with the City during the project. The prime consultant must perform a majority of the services. Proposer shall disclose in the project proposal any and all proposed subconsultant(s), including details regarding which tasks they would perform. Provide an organizational chart of the proposed team and responsibilities.

- **EXPERIENCE / QUALIFICATIONS INFORMATION**

Provide information concerning your firm's, and any sub-consultant's, experience and qualifications to perform all of the services described in the scope of services. Provide evidence of your firm's and sub-consultant's abilities and accomplishments

on projects comparable to the request described in the Scope of Services. Provide information that documents your firm's overall qualifications to produce the required outcomes, including its ability, capacity, skill and familiarity with like projects and the process involved in meeting project goals and objectives.

SECTION II

- **REFERENCES**

Provide a minimum of five (5) references for work similar to this specific project within the last five (5) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services performed.

SECTION III

- **PROJECT APPROACH / METHODOLOGY**

Explain in detail how your firm would perform the services required as set forth herein. Demonstrate how the requirements and provisions of the scope of this project will be implemented. Demonstrate knowledge of the project's objectives and existing conditions/assumptions. Identify potential issues/challenges and the approach to minimize disruptions to performance. Present a comprehensive plan for completing the specified work in accordance with the Scope of Services. The response should demonstrate a thorough and reasoned methodology and the steps to accomplish the Scope of Services. Include a project schedule with details of each task and subtask, the timeframe for each, and the total number of calendar days from the issuance of a Notice to Proceed through project completion. Provide any additional information that communicates how your team intends to achieve the required outcomes and fulfill the responsibilities of the anticipated contract.

SECTION IV

- **PRICING PROPOSAL**

Provide a fee schedule/pricing information for the project in a not-to-exceed price format. The City shall not provide reimbursement for business or travel-related expenses; therefore, such costs must be absorbed in the hourly or lump sum fee structure. Provide hourly rates for each category of employee or subconsultant required to perform the services as set forth in ATTACHMENT I, Scope of Services.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. City reserves the right to negotiate any pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted;

annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

- **SIGNATURE**

The proposal shall be signed by an official authorized to bind the firm, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

SELECTION PROCESS

The contract award will be made after selection of one (1) respondent's proposal from among all respondents with implementation of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. An award of contract is estimated to occur within approximately sixty (60) days after receipt of proposals. The City intends to evaluate the proposed services based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate the proposals:

Phase 1:

1. Experience and qualifications of firm and designated project management staff, other key personnel, and sub-consultants, if applicable (40%)
2. Methodology/Project Approach provided (30%)
3. Proposal Pricing (20%)
4. Responsiveness to the Request for Proposals (10%)

Phase 2 for highest-rated firm(s):

- The City reserves the right to conduct interviews with the highest-rated firm(s). In the event the City does perform an interview process, the additive weighting shall be 50%.

Phase 3 for highest-rated firm(s)

- The City will perform reference checks for similar work completed within the last five (5) years for the highest-rated firm(s), with an additive weighting of 20%.

The City reserves the right to negotiate final pricing with the highest-rated firm(s).

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the proposal that best meets the City's needs.

SUBMITTAL INSTRUCTIONS

To download the RFP document or check for addenda, please visit the City's website at: ***cityofirvine.org/purchasing***

Click on the "[Supplier Registration and Bid Opportunities](#)" link, and then click on the "BidsOnline" link. Next, click on "Bid Opportunities" to locate and view the RFP document. (If you haven't already done so, you will be required to register as a City of Irvine vendor before downloading the RFP document.)

Proposals must be submitted as follows:

Proposals must be submitted electronically by visiting the City's website at www.cityofirvine.org/purchasing. Click on the "Supplier Registration and Bid Opportunities" link. Next, click the BidsOnline link and then click "Log In." Enter your User Name and Password. Click "Bid Opportunities" and then select the RFP. Click on "Place eBid" and follow the instructions.

The deadline for proposal submissions is:

March 26, 2018 at 4:00:00 p.m. However, submittals may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

Late proposals will not be accepted.

- **Proposals must be submitted via the City's BidsOnline system as a single zip folder.**
- **No other form of submission will be accepted.**
- **Large files may take time to upload so plan the timing of your submittal accordingly.**
- **Failure to completely upload your documents by the deadline shall result in disqualification.**

Proposal Submittal

- Name your file "companyname" but do NOT exceed 20 characters or your file will not upload. Do not use symbols (i.e. "%" or "&" as your file may not load correctly. If your name is too long, then abbreviate. Failure to upload document shall result in disqualification.
- If the proposal contains more than one file, you should create a zip folder, containing the various PDF proposal documents.
- Name the zip folder "companyname."

To create a zip folder:

- Right click on your desktop

- Select “New,” and then “Compressed Zip Folder”
- Name the folder “companyname.”
- Drag your various proposal PDF documents into the Folder

Mac users

- Create a folder for your files and name it “companyname”
- Drag your various proposal PDF documents into the folder
- Right-click the folder and select “create archive”

Technical Support

In the event you encounter technical difficulties during the uploading process, please contact the Planet Bids, BidsOnline system team as shown below (M-F, 8 am to 5 pm):

support@planetbids.com or call (818) 992-1771 ext. 0

GENERAL INFORMATION

The City will make payments monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Payment for additional work, if any, will be negotiated as required. Final payment will be made after approval and acceptance of the work.

Any costs incurred in the preparation of a proposal, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

The proposer shall furnish the City with such additional information as the City may reasonably require.

Any questions or requests for clarification must be submitted in writing and sent via email as set forth on the cover sheet of this RFP.

All data, documents and other products used or developed during performance of the services will remain the property of the City upon completion of the services.

Sincerely,

Linh Lopez
Senior Buyer

Attachments

ATTACHMENT I

SENIOR CONSULTANT SERVICES FOR ORANGE COUNTY GREAT PARK CULTURAL TERRACE PLANNING

SCOPE OF SERVICES

Background, Opportunities and Constraints

History

In 2002, the voters of Orange County voted to transform a substantial portion of the former El Toro Marine Corps Air Station (the Base) into the Great Park. As part of the disposition of the Base, approximately four thousand acres were transferred through a bid process from the Department of the Navy to Heritage Fields El Toro LLC (Heritage Fields), which then deeded approximately 1,375 acres of the Base to the City of Irvine for the Great Park. The rest of the Base is being developed for residential and commercial uses. The Great Park is in the City of Irvine and is owned and operated by the City of Irvine, under the oversight of the Orange County Great Park Board of Directors and the Irvine City Council.

The Orange County Great Park

The Orange County Great Park (the Park) is in the geographic center of Orange County, California, a diverse metropolitan community of three million located halfway between Los Angeles and San Diego. The Great Park has direct freeway and rail access, making it easily accessible to more than 21.2 million Southern California residents. The city of Irvine has the highest jobs-to-population ratio of any American city (with a population of over 100,000) and is home to more than 250,000 residents.

The Great Park today is home to significant arts and culture exhibition spaces, sports fields, agricultural fields, demonstration areas, open lawn and festival spaces. The iconic carousel is a popular draw for families and the Great Park Balloon rises 400 feet above the park offering vistas across Orange County.

Today, hundreds of thousands of visitors from all over Southern California, and beyond, enjoy the Great Park's existing array of recreational and educational opportunities and participate in shared experiences. Some of the major features include the Farm + Food Lab, a several acre demonstration garden; the Kids Rock Playground; the Palm Court Arts Complex, home to the Great Park Gallery and Artist Studios; the seven-acre North Lawn; Walkable Historical Timeline; and Historic Hangar 244. The Park is also home to recently expanded Sports Complex, with additional elements opening in the next year. The Sports + Fitness Complex includes four tournament-quality, lighted soccer fields, two of which are natural turf and two of which are synthetic grass; a restroom and facility support building; and a mile long Thrive path, an innovative health and fitness trail.

Great Park Improvement Area

The next 688 acres of the Park are in development. The first elements, including a 2,500 spectator soccer stadium, 25 tennis courts, sand volleyball and six soccer fields, opened to the public in summer 2017. Additional development to be completed within the next year include:

- Soccer: six (6) additional synthetic turf fields
- Baseball and Softball: 12 fields with dedicated stadiums for both baseball and softball including locker rooms and support facilities
- Flex Fields: Open field space that can be used for five (5) additional striped soccer fields or flex programming such as festivals and events
- Upper Bee and Bosque: 74 acres of passive trails and open space

The final phase of the Improvement area, including a 70-acre agricultural area and 178-acre golf course are anticipated to be completed in 2019.

Cultural Terrace

The Cultural Terrace is the final significant land area remaining at the Great Park that is available for planning and development. The Cultural Terrace is an approximately 250-acre area that has been the subject of significant policy discussion and public outreach over the past several years. In 2015, the Orange County Great Park Board held a study session to discuss the themes and uses at the Cultural Terrace (Exhibit A). During that meeting, the Board adopted priority goals and key programming components for the Cultural Terrace area as follows:

1. Cultural Terrace Goals - To create a world-class cultural destination for:
 - Education
 - Culture
 - Entertainment
 - Social Interaction
 - Innovations
 - Art
 - History
2. Key Components
 - Amphitheater
 - Lake
 - Library
 - Museums
 - Outdoor Festival/ Multi-event space (year-round)

In 2017, a county-wide public outreach was conducted. The outreach effort included several public meetings and a telephone survey. The results of the public outreach

affirmed many of the Boards priority uses and elicited some new ideas. The complete public outreach reports are attached as Exhibit B.

The City seeks a Senior Consultant to develop an implementation plan for the Cultural Terrace. The Senior Consultant will identify and integrate partners to implement the land use themes identified by City Council, including museums, cultural attractions, and other amenities as well as planning for long-term operations and administration of the Cultural Terrace District. The implementation plan will be based on a physical site plan to be developed collaboratively with the City and the developer of remaining base property, Heritage Fields. This collaborative site planning process is called the Cultural Terrace Joint Studies.

Contractor shall perform the services as set forth below.

Task 1. Business Planning

- 1.1 Develop a strategic business plan, operating and governance model for the Cultural Terrace
 - a) Identify and help establish sources of revenue to fund capital investment and ongoing operations which may include ground leases, license agreements, philanthropy, financing or other special districts, tenant or business associations.
 - b) Create a *pro forma* operating budget including projected revenue sources and costs for maintenance, programming, and operations.
 - c) Establish a recommended mix of tenants and amenity types that support long-term financial sustainability.
- 1.2 Develop options for Cultural Terrace governance strategy and operating model which may include a City-operated scenario, use of a private operator, or a public/private hybrid approach.

Task 2. Partner Identification and Integration

- 2.1 Identify potential partners to implement the land use themes within the Cultural Terrace including museums, cultural attractions, and other potential amenities. This could include both local partners as well as national and international institutions. Such partners could be implemented through a variety of means, including ground leases, licensed content, operating agreement or other means as identified in the governance, operating and financial model.
 - a) Develop and execute an outreach plan to identify specific targets
 - b) Develop a recommended mix of specific partners based on mutual interest, financial capability, consistency with identified land use themes and site plan development
 - 1) Recommend a mix of partners that will bring sufficient development capital and ongoing revenue such that, when combined with other available resources, a financially sustainable operation is created for the Cultural Terrace plan

- 2) Recommend a mix of partners that will generate sufficient ongoing revenue to ensure long-term financial operating sustainability of the Cultural Terrace
- 2.2 Identify locations for partners integrated within the Joint Studies Site Plan to maximize potential of the Cultural Terrace
 - a) Develop a phasing plan to guide timing and integration of partners consistent with the Joint Studies Site Plan, financing availability, and timing for construction of infrastructure
 - b) Lead negotiations with potential partnership on the City's behalf

ATTACHMENT II AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of _____ 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and _____, a (insert legal entity such as "a sole proprietorship" or "a California corporation") ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Senior Consultant Services for the Orange County Great Park Cultural Terrace in accordance with PART IV, Scope of Services, included herein (reference RFP 18-1370).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on May 15, 2018 ("Commencement Date") and shall continue through June 30, 2021. The City reserves the right to extend this Agreement for up to two (2) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster, email: CKoster@CityofIrvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
_____, email: _____

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

- | | | |
|------|-----------|--------------------|
| F.1. | Part I: | Fundamental Terms |
| F.2. | Part II: | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV: | Scope of Services |
| F.5. | Part V: | Budget |

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force

or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

CONTRACTOR'S NAME

By: _____
Pete Carmichael
Its: Director of Community Development

By: _____
Its: _____

By: _____
Grace K. Leung
Its: City Manager Pro Tempore

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

Contractor Information
Address for Notices and Payments:

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Attn:
Telephone:
Email:

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Services and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such

fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and

agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a

"Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in

excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
- 2) **Live Scan Fingerprinting Requirements.** Prior to commencing services, Contractors are required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Irvine Police Department. The Contractor shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Irvine Human Resources with the background check results and subsequent records for review. Contractors must obtain a Contractor’s badge issued by the City of Irvine Human Resources prior to performing work.

PART IV

SCOPE OF SERVICES

**Services shall be performed as set forth below and in accordance with ATTACHMENT I.
(TO BE INSERTED AFTER CONTRACT AWARD)**

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II.
(TO BE INSERTED AFTER CONTRACT AWARD)

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$ _____**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **invoicessubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Senior Consultant Services for OCGP Cultural Terrace Planning

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	



MINUTES

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

October 24, 2017
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

A regular meeting of the Orange County Great Park Board of Directors was called to order on October 24, 2017 at 2:03 p.m. in the City Council Chamber; Chairman Wagner presiding.

ROLL CALL

Present:	5	Director:	Jeffrey Lalloway
		Director:	Lynn Schott*
		Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner

* Director Schott arrived at 2:08 p.m.

PLEDGE OF ALLEGIANCE

Vice Chairwoman Fox led the Pledge of Allegiance.

DIRECTOR, OCGP, REPORT

Pete Carmichael, Director, Orange County Great Park, provided a brief update on construction and forward planning.

Board discussion included: questioning the status of the Wildlife Corridor; and suggested that a completion timeline and pictures for the Wildlife Corridor be provided at the next Board meeting.

Director Carmichael noted that Phase I of the Wildlife Corridor was underway, while Phase II was in the planning process.

BOARDMEMBER REPORTS

There were no Boardmember reports.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

1. CONSENT CALENDAR

ACTION: Moved by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried to approve Consent Calendar Item No. 1.1.

1.1 MINUTES

ACTION:

Approved the minutes of a special meeting of the Orange County Great Park Board held on September 26, 2017.

2. BOARD BUSINESS

2.1 CULTURAL TERRACE JOINT STUDIES CONCEPTUAL MASTER PLAN AND IMPLEMENTATION FRAMEWORK

Pete Carmichael, Director, Orange County Great Park, and Chris Koster, Manager, presented the staff report and responded to questions.

Prior to public comments, Chairman Wagner reiterated the need for the best and highest uses in the Cultural Terrace.

Dr. Steven Choi, California Assemblymember, 68th District, spoke in support of upholding actions taken by the Orange County Great Park Board at its April 24, 2015 Workshop.

Don Croucher and Marco Mack spoke in support of a fire museum and learning center.

The following individuals spoke in support of botanical gardens:

Teena Spindler, Irvine resident
Angela Liu, Garden Grove resident
Betty Ferraro
Chris Lovell
Marie Connors, Irvine resident
Patricia Matz, Irvine resident
Michele Jacknik
Christine Comp
Kay Havens

The following individuals spoke in support of a Western Whitewater Works facility:

Brandon Ripley
Scott Shipley
Jeffrey Gustin
Billy Whitford, Newport Aquatic Center
Dale Olson, Team River Runner
Doug Tully, University of California, Irvine

Mike Riedel, Wild Rivers, spoke in support of Western Whitewater Works and Pretend City facilities.

Margie Wakeham, Families Forward, spoke in support of shared space for nonprofit organizations.

Sandra Bolton, Pretend City, spoke in support of Pretend City.

Patrick Strader, Starpointe Ventures, reiterated Heritage Fields' participation in the joint studies with respect to the Cultural Terrace.

Laurie Dunlay and Virginia Harvey submitted Request to Speak slips but did not speak.

Board discussion included: reiterating that a master developer would not conflict with tenants that have already been reviewed and approved; noted that a master developer could assist with evaluations; questioned the master developer selection process and whether more entitlement would be granted in exchange; reiterated the need to undertake tenant due diligence; and suggested the need for a fiscal analysis.

ACTION: Moved by Director Shea to:

Direct staff to move forward with the joint studies and priority review of tenants previously requested for review by the Board: Pretend City, California Fire Museum and Safety Learning Center and Western Whitewater Works, as well as botanical gardens, a museum, a metropolitan library, and others identified at the April 24, 2015 Workshop.

Motion failed for lack of second.

Additional Board discussion included: questioning costs related to land leases for previously approved and future tenants; reiterated that while the joint studies agreement was part of the Second Adjacent Landowner Agreement (ALA II), the City was under no obligation to implement its recommendations; inquired about how to develop a tenant priority system; questioned whether an analysis was being conducted of already approved tenants; suggested seeking public/private partnerships; reiterated most popular amenities, including a lake and botanical gardens; stated a preference for implementation efforts rather than further delays; expressed a preference to attract and retain amenities that would be sustainable and financially feasible in the long-term; suggested a systematic approach through the tenant selection process that would include seeking national opportunities; inquired about whether a master developer was suggested based on the understanding that Heritage Fields/FivePoint Communities was removing itself from the joint studies; expressed concerns about potential delays if a master developer was approved; reiterated that lease terms with certain entities had not been approved by the Board; inquired about the list of priorities determined at the April 24, 2015 Workshop (Workshop), including botanical gardens and a metropolitan library; questioned if the selection of a master developer would still allow moving forward with tenants already approved; stated a preference for a senior consultant rather than a master developer; and expressed concern that funding for Pretend City could be in jeopardy based on any additional delays.

Pete Carmichael, Director, Orange County Great Park, noted that the City was advised in September that Heritage Fields/FivePoint Communities was removing itself from the joint studies, and as a result, was suggesting the development of a plan for recruiting a Cultural Terrace master developer; and that an economic profile of individual tenants could be conducted by AECOM's economic team.

Sean Joyce, City Manager, noted that the tenants listed in Recommended Action No. 3 were consistent with memos submitted by Boardmembers; and that assistance from a consultant would provide a market reality perspective. He also reiterated that selection of a master developer would not include additional entitlement.

ACTION: Moved by Director Lalloway, seconded by Chairman Wagner, to:

- 1) Direct staff to develop a plan for recruiting a Cultural Terrace senior consultant and return to the Orange County Great Park Board of Directors (Board) for consideration.
- 2) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.
- 3) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to undertake tenant due diligence after a senior consultant is selected, with priority review of tenants previously requested for review by the Board: Pretend City, California Fire Museum and Safety Learning Center, and Western Whitewater Works (and others as may be deemed appropriate at this time).
- 4) Recommend that the City Council authorize a budget appropriation in the amount of \$60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 3 above) at the appropriate time.

ACTION: A substitute motion was made by Vice Chairwoman Fox, seconded by Director Shea, to:

- 1) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.
- 2) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to AECOM to undertake tenant due diligence, with priority review of tenants previously requested for review by the Board: Pretend City, California Fire Museum and Safety Learning Center, and Western Whitewater Works (and others as may be deemed appropriate at this time).

- 3) Recommend that the City Council authorize a budget appropriation in the amount of \$60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 2 above) at the appropriate time.

ACTION: A friendly amendment to the substitute motion was made by Director Shea, accepted by Vice Chairwoman Fox as the maker, seconded by Director Shea, to:

- 1) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.
- 2) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to AECOM to undertake tenant due diligence after a master developer is selected, with priority review of tenants previously requested for review by the Board: Pretend City, California Fire Museum and Safety Learning Center, Western Whitewater Works, and 59-acre botanical gardens (and others as may be deemed appropriate at this time).
- 3) Recommend that the City Council authorize a budget appropriation in the amount of \$60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 2 above) at the appropriate time.

The motion failed as follows:

AYES: 2 BOARDMEMBERS: Fox and Shea
 NOES: 3 BOARDMEMBERS: Lalloway, Schott and Wagner
 ABSENT: 0 BOARDMEMBERS: None

Following discussion, Director Lalloway amended his motion.

ACTION: An amendment to the main motion was moved by Director Lalloway, and accepted by Chairman Wagner as the seconder, to:

- 1) Direct staff to develop a plan for recruiting a Cultural Terrace senior consultant and return to the Orange County Great Park Board of Directors (Board) for consideration.
- 2) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.

- 3) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to undertake tenant due diligence after a senior consultant is selected. All potential opportunities shall be considered at that time.
- 4) Recommend that the City Council authorize a budget appropriation in the amount of \$60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 3 above) at the appropriate time.

ACTION: A friendly amendment was made by Director Fox, accepted by Director Lalloway as the maker and Chairman Wagner as the seconder, and unanimously carried to:

- 1) Direct staff to develop a plan for recruiting a Cultural Terrace senior consultant and return to the Orange County Great Park Board of Directors (Board) for consideration.
- 2) Direct staff to proceed with lease drafting and finalize site planning for Wild Rivers Water Park, as proposed in the Conceptual Master Plan, and return to the Board for consideration.
- 3) Approve the Cultural Terrace tenant due diligence plan described herein and provide direction to undertake tenant due diligence. All potential opportunities shall be considered at that time.
- 4) Recommend that the City Council authorize a budget appropriation in the amount of \$60,000 from the Great Park fund balance for implementation of due diligence (see Recommended Action No. 3 above) at the appropriate time.

PUBLIC COMMENTS

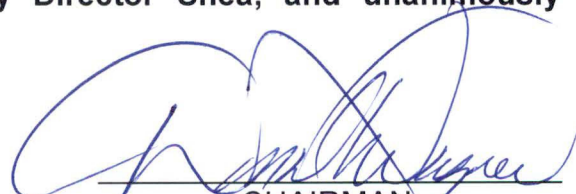
There were none.

ADJOURNMENT


Moved by Director Lalloway, seconded by Director Shea, and unanimously carried to adjourn the meeting at 4:59 p.m.



 SECRETARY/CLERK OF THE BOARD



 CHAIRMAN



 DATE



18-1370 - Senior Consultant Services for Orange County Great Park Cultural Terrace Planning Summary of Scores

Proposer	Experience & Qualifications (40)	Methodology/ Project Approach (30)	Responsiveness to the RFP (10)	Total (80)
HR&A Advisors	37	25	10	72
Kosmont & Associates, Inc. dba Kosmont Companies	32	25	10	67
The Pulse Group	25	25	9	59

Proposer	Proposal Pricing (20)
The Pulse Group	20
HR&A Advisors	10
Kosmont & Associates, Inc. dba Kosmont Companies	5

Proposer	Evaluation Total (100)
HR&A Advisors	82
The Pulse Group	79
Kosmont & Associates, Inc. dba Kosmont Companies	72

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of May 23, 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and HR&A Advisors, Inc., a New York corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Senior Consultant Services for the Orange County Great Park Cultural Terrace in accordance with PART IV, Scope of Services, included herein (reference RFP 18-1370).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on July 2, 2018 ("Commencement Date") and shall continue through June 30, 2021. The City reserves the right to extend this Agreement for up to two (2) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster, email: CKoster@CityofIrvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Amitabh Barthakur email: abarthakur@hraadvisors.com

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

- | | | |
|------|-----------|--------------------|
| F.1. | Part I: | Fundamental Terms |
| F.2. | Part II: | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV: | Scope of Services |
| F.5. | Part V: | Budget |

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

HR&A ADVISORS, INC.

By: _____
Pete Carmichael
Its: Director of Community Development

By: _____
Its: _____

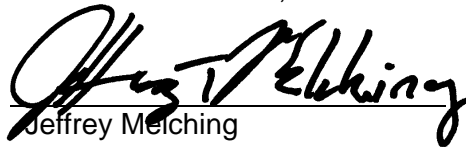
By: _____
Its: City Manager

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Jeffrey Melching

Contractor Information

Address for Notices and Payments:

700 S. Flower Street, Suite 2995
Los Angeles, CA 90017

Attn: Amitabh Barthakur
Telephone: (310) 581-0900
Email: abarthakur@hraadvisors.com

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Services and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such

fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and

agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a

"Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in

excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

- 2) **Live Scan Fingerprinting Requirements.** Prior to commencing services, Contractors are required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Irvine Police Department. The Contractor shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Irvine Human Resources with the background check results and subsequent records for review. Contractors must obtain a Contractor’s badge issued by the City of Irvine Human Resources prior to performing work.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with ATTACHMENT I.

Contractor shall perform the following services:

Task 1. Business Planning

- 1.1 Develop a strategic business plan, operating and governance model for the Cultural Terrace
 - a) Identify and help establish sources of revenue to fund capital investment and ongoing operations which may include ground leases, license agreements, philanthropy, financing or other special districts, tenant or business associations.
 - b) Create a *pro forma* operating budget including projected revenue sources and costs for maintenance, programming, and operations.
 - c) Establish a recommended mix of tenants and amenity types that support long-term financial sustainability.
- 1.2 Develop options for Cultural Terrace governance strategy and operating model which may include a City-operated scenario, use of a private operator, or a public/private hybrid approach.

Task 2. Partner Identification and Integration

- 2.1 Identify potential partners to implement the land use themes within the Cultural Terrace including museums, cultural attractions, and other potential amenities. This could include both local partners as well as national and international institutions. Such partners could be implemented through a variety of means, including ground leases, licensed content, operating agreement or other means as identified in the governance, operating and financial model.
 - a) Develop and execute an outreach plan to identify specific targets
 - b) Develop a recommended mix of specific partners based on mutual interest, financial capability, consistency with identified land use themes and site plan development
 - 1) Recommend a mix of partners that will bring sufficient development capital and ongoing revenue such that, when combined with other available resources, a financially sustainable operation is created for the Cultural Terrace plan
 - 2) Recommend a mix of partners that will generate sufficient ongoing revenue to ensure long-term financial operating sustainability of the Cultural Terrace
- 2.2 Identify locations for partners integrated within the Joint Studies Site Plan to maximize potential of the Cultural Terrace
 - a) Develop a phasing plan to guide timing and integration of partners consistent with the Joint Studies Site Plan, financing availability, and timing for construction of infrastructure
 - b) Lead negotiations with potential partnership on the City's behalf

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$486,000.00**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **invoicesubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Senior Consultant Services for OCGP Cultural Terrace Planning

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	HR&A Advisors, Inc
Signature:	
Title:	
Address:	700 S. Flower Street, Suite 2995, Los Angeles, CA 90017

PROJECT APPROACH & SCOPE

PROJECT UNDERSTANDING & APPROACH

The Cultural Terrace has the potential to be Irvine's, and the region's, new cultural heart, alongside the sports and recreation amenities already planned and underway elsewhere at Great Park. The City has set forth ambitious goals for the project that, if realized, will further strengthen Irvine's place as a regional job attractor for a generation to come. Cultural destinations within a context such as the broader Great Park development can create attractions to increase tourist visitation, expand cultural and recreational offerings for new and existing residents, and provide job opportunities. It is evident from community feedback that there is public support for a broad range of cultural uses that can provide these benefits to the community.

The business plan for the Cultural Terrace should fulfill the vision originally set forth by City leaders and supported by the community but must also return revenue – in the form of ground lease, tax revenue, and payments in lieu of taxes, etc. – to the City in consideration of its investments already made to date in the Cultural Terrace, beginning with the City's annexation of the former Marine Corps Air Station El Toro. A sound Great Park business plan will be based on an evaluation of all potential uses and seek to balance uses, such as cultural institutions, that likely require public subsidy and/or provide little net revenue to the City, with those market-supportable uses that may be more commercial in nature while returning positive revenue. The business plan will also identify a strategy for implementation, including funding sources and financing mechanisms that are best suited to promote development, and priority actions for the first phase, which may include public investment in campus-wide infrastructure or amenities that support development or partner interest. Lastly, similar to other district-scale developments that join the resources and aspirations of the public and private sectors, the implementation of the Cultural Terrace will require a sound organizational strategy that clarifies roles and responsibilities for the City and its partners – from capital planning and construction, to programming, operations, and maintenance.

To equip the City with decision-making tools to advance implementation, HR&A has proposed a collaborative project approach, described in detail below, that focuses on using market knowledge, experience, and analysis to frame decisions. Our team combines decades of experience in public-private partnership implementation strategies, market studies and tenanting strategies for cultural, entertainment, civic, and commercial attractions, and the operational considerations unique to cultural and entertainment uses in Southern California.

There are certain challenges anticipated in approaching this work:

- First, the Senior Consultant Team will need to determine if cultural uses with community support will be market-supportable based on current market trends. The Senior Consultant Team's approach is to understand the various factors that impact the attractiveness of a use – degree of community support, potential for branding for the City, and revenue generation among them – and ultimately achieve a mix of potential tenants that can balance one another.
- Second, the Senior Consultant Team may need to explore certain non-cultural program uses (as appropriate or allowed), including hotel or commercial development, to support the "balance" described above; some of these uses may not enjoy broad community support, but the Senior Consultant Team will assist the City in weighing both the opportunities and challenges of considered program uses.
- Third, the City, along with the Senior Consultant Team, will need to come to agreement as to a reasonable set of scenarios to consider to test overall proforma operating budget outcomes for the Great park campus. Again, the Senior Consultant Team will seek to frame both the opportunities and challenges associated with scenario elements in order to facilitate decision-making.
- Fourth, the Senior Consultant Team anticipates that at certain points in the process described below, it will be advantageous to provide updates to key members of City leadership or executive staff, given the multidisciplinary and likely cross-agency effort that may be involved. While we defer to the City as to these presentations, we have not built those meetings into the overall timeline.

- Last, to ensure smooth, efficient, and effective communication among the Senior Consultant Team and the City, we would recommend bi-weekly project management check-in conference calls, to be led by the Senior Consultant Team in coordination with the City’s project manager and others as needed. We anticipate that major workshops as described below will take place in person in Irvine.

PROPOSED SCOPE OF WORK

TASK 1. BUSINESS PLANNING & IMPLEMENTATION FRAMEWORK

Task 1.A. Data Request and Collaborative Team Kickoff

- **1.A.1. Data Request.** Senior Consultant Team will submit a data request, which may include, as available:
 - Information about Great Park or Cultural Terrace Campus (“Campus”) planning, needed infrastructure and costs, and existing planning/development partnerships
 - Information summarizing the obligations of each party under the adjacent landowner agreement with Five Point Communities
 - Previously completed conceptual site plans, vision plans, and/or buildout program
 - Existing estimates of site-level operating costs and responsibilities
 - Prior real estate market studies conducted by the City or its partners
 - Cultural or other tenant proposals received for Cultural Terrace (including Pretend City, etc.)
 - Information about existing municipal financing mechanisms and the use in Irvine of mechanisms such as special districts, CFD, special hotel districts
- **1.A.2. Collaborative Kickoff Meeting.** Senior Consultant Team will convene and lead a collaborative kickoff meeting, which will include the Senior Consultant Team, City team, and Joint Studies team. During this meeting, the Senior Consultant Team will:
 - Discuss and confirm project goals, key milestones, critical issues, and work plan
 - Collaborate with City team to confirm a baseline program scenario (which, as written in the RFP, will include an amphitheater, lake, library, museum(s), and outdoor festival/multi-event space) for further evaluation in subsequent tasks
 - Provide confirmed Team work plan following Kickoff Meeting

Task 1.A Timing: Within 14 days of NTP

Task 1.A Deliverables: Submission of data request and Team attendance at and facilitation of the collaborative kickoff meeting

NOTE: In the following tasks, the Senior Consultant Team assumes that the City will serve as master developer for overall implementation of the Great Park Cultural Terrace campus. However, there are a range of implementation approaches that the City could pursue, including the recruitment of a private, third-party master developer who would manage development implementation on the City’s behalf. This, and other potential approaches, will be a key consideration to be discussed during the two business planning workshops described on the following pages. Should the City wish to pursue an alternative implementation approach, the Senior Consultant Team is happy to facilitate this exploration, which would some refinement and revision of the following tasks and sub-tasks, particularly Task 2.

Task 1.B. Peer Cultural Campus Case Studies and Campus Development Program Alternatives

- **1.B.1. Peer Cultural Campus Case Studies.** The Senior Consultant Team will identify a preliminary list of relevant cultural campuses and the characteristics of their implementation frameworks to be studied and provide these to the City team for their review and confirmation of relevance for study. Implementation characteristics to be evaluated may include: attraction attendance profiles, tenant mix, market context, capital and operating funding sources, capital phasing and timeline, partnerships, and governance. Potential case studies therefore may include Exposition Park (Los Angeles, CA), Tanglewood Park (Lenox, MA), and Sarasota Bayfront Park (Sarasota, FL). HR&A will lead case study review of up to 4 relevant cases which may include cultural campuses and hybrid cultural/commercial models. ECA and MR will contribute content relating to commercial entertainment and cultural uses within precedent cases, respectively. Relevant findings from the Senior Consultant Team’s case study research will be summarized in a briefing book, which will provide the City team with an understanding of success factors for the cultural campuses studied.
- **1.B.2. Business Planning Workshop 1.** The Senior Consultant Team will convene a workshop with the City team to present key findings from the case studies and key economic factors research and refine program priorities and goals. To supplement the case studies, the Senior Consultant Team will also present a broad overview of key economic considerations that influence the development characteristics of cultural and commercial attractions, based on the our breadth of experience with the implementation of cultural campuses that are relevant to the Great Park context. This may include benchmarks regarding the scale of revenue generated by attractions at peer campuses, the scale of capital investment generally required, and the amount of physical space required to accommodate specific types of cultural and commercial attractions.

With these key findings and considerations established, we will work with the City team to define up to three Campus Development Program Alternatives, which will be variations of the baseline programming scenario (as confirmed during the Collaborative Kickoff Meeting) that are refined based on findings from the case studies. The Campus Development Program Alternatives will allow the Senior Consultant Team to evaluate potential opportunities and challenges associated with variations in the proportion of programming elements associated with the baseline programming scenario.

Through this work session, the Senior Consultant Team hopes to develop a stronger understanding of the City team’s priorities related to overall goals and particular program elements. This will be critical as the Senior Consultant Team works with the City team to evaluate potential trade-offs associated with each program mix in terms of partner recruitment potential and overall implementation plausibility. The three Campus Development Program Alternatives will then be tested against benchmarks for implementation plausibility in Task C, so that the Senior Consultant Team can help the City team arrive at a Preferred Development Program Alternative that is most likely to generate a strong response from high-quality operating partners or tenants.

- *[Optional]* **1.B.3. Peer Cultural Campus Tour & Interviews.** Tour of one or more cultural campus facilities that could offer lessons for Great Park. Some potential campuses could include:
 - Exposition Park – Los Angeles, CA
 - Golden Gate Park – San Francisco, CA
 - The Presidio – San Francisco, CA

Task 1.B Timing: Within 56 days following Task 1.A conclusion [within 70 days or more with optional Task 1.B.3]

Task 1.B Deliverables: Case studies briefing book; Senior Consultant Team attendance at Business Planning Workshop 1; and a memorandum memorializing outcomes from Business Planning Workshop 1

Task 1.C. Campus Development Program Alternatives Economic Benchmarking

- **1.C.1. Market Context and Competitive Environment of Great Park.** The Senior Consultant Team will conduct a high-level market scan to evaluate potential market support for cultural, commercial entertainment, and commercial real estate components of the three Campus Development Program Alternatives (as confirmed during Business Planning Workshop 1). Specifically, the Senior Consultant Team will:
 - Review the scale and profile of the available resident and overnight tourist market segments in the region and will discuss the implications for attracting development;
 - Evaluate competitive and complementary commercial entertainment and cultural attractions in the market area to determine their likely impact on competitiveness of proposed attraction developments at Great Park;
 - If appropriate, evaluate potential market support for other revenue-generating real estate uses
 - Provide a high-level assessment of market support for the three Campus Development Program Alternatives; and
 - Present key findings from this analysis and research during Business Planning Workshop 2, described below.

- **1.C.2. Financial Assessment of Campus Development Program Alternatives.** The Senior Consultant Team will conduct a high-level financial assessment of the three Campus Development Program Alternatives. Specifically, we will develop a proforma operating budget for Great Park, from the perspective of Great Park as landlord and operator, incorporating inputs from the case studies, market scan, and benchmarks to determine scales of project revenues, sources, and costs. We anticipate that this proforma operating budget will be used to test how likely the different mixes of cultural, commercial and/or other revenue-producing land uses will support the long-term financial sustainability of Great Park Cultural Terrace. We will then present key findings from this analysis to the City team at Business Planning Workshop 2.

- **1.C.3. Business Planning Workshop 2.** Senior Consultant will convene a second business planning workshop with the City team to establish key implementation principles, which will be guided by findings from the preceding tasks. The Senior Consultant will first present key findings related to the market scan and then discuss findings of the economic evaluation of the Campus Development Program Alternatives, including a review of key program characteristics, high-level economic implications, risks and rewards, and high-level implementation considerations associated with each Program Alternative. After developing a shared understanding of these findings and considerations, the Senior Consultant Team will lead a workshop to identify a Preferred Campus Development Program Alternative and to discuss potential development implementation models, governance approaches, operating models, and operating partner/tenant recruitment approaches.

- **1.C.4. Implementation Strategy Framework Memorandum.** The Senior Consultant Team will memorialize decisions and/or principles established during Business Planning Workshop 2, including describing the Preferred Campus Development Program Alternative, in a memorandum that will serve as a roadmap for implementation beginning with immediate next steps. The Senior Consultant Team assumes that the City will be playing the role of master developer and lead the recruitment of individual operating partners. We will first provide a draft Memorandum for review and comment by the City team, after which we will produce a final Memorandum that integrates feedback and comments from the City team.

Task 1.C Timing: Within 70-84 days following Task B conclusion¹

Task 1.C Deliverables: PowerPoint presentation summarizing findings from Tasks 1.C.1 and 1.C.2; Senior Consultant Team attendance at Business Planning Workshop 2; and draft and final Implementation Strategy Framework Memorandum

TASK 2. PARTNER IDENTIFICATION AND INTEGRATION

Task 2.A. Pre-Solicitation Market Sounding and Outreach

- 2.A.1. Tenant Outreach Plan.** Guided by the Implementation Strategy Framework Memorandum, the Senior Consultant Team will develop a Tenant Outreach Plan with support from ECA and MR. The Tenant Outreach Plan will include a list of potential operators and operating partners who are likely to respond, organized into up to four tenant categories. Potential tenant categories may include (a) museums and cultural institutions, (b) commercial entertainment attractions, (c) live event venues, and (d) commercial real estate users. The Senior Consultant Team will also prepare a briefing that summarizes the vision and value proposition of the Great Park Cultural Terrace opportunity to be used in Task 2.D.2, below.
- 2.A.2. Targeted Market Sounding and Outreach.** The Senior Consultant Team will conduct up to four outreach calls per tenant category established in the Tenant Outreach Plan. In each call, the objectives will be to introduce or build awareness of the potential opportunities at the Cultural Terrace, gauge specific interest, and better understand physical and other requirements for each tenant category.

Task 2.A Timing: Within 70-84 days following Task 1.C conclusion, assuming Great Park Board sign-off within that time period

Task 2.A Deliverables: Draft and final Tenant Outreach Plan and memorandum summarizing (anonymized) results of outreach activities

NOTE: The following tasks and subtasks assume that a single solicitation, which may include both a Request for Qualifications (“RFQ”) and Request for Proposals (“RFP”), will be issued for the first phase of implementation. The exact structure, timing, and complexity of the procurement process, however, will be contingent upon the Senior Consultant Team’s findings as well as decisions made by the City team in the preceding tasks. Therefore, the following tasks are proposed solely as an illustrative procurement framework, which will likely need to be revised in consultation with the City team at the conclusion of Phase I. Note also that the total time required to complete the entirety of the procurement process will be dependent upon the scheduling of Great Park Board meetings as well as any presentation or meeting requirements regarding the approval the RFP, selection of partner(s), and negotiated terms and agreements.

¹ Following conclusion of Task 1, the Senior Consultant Team anticipates that the Great Park Board will review work prepared during Task 1 in order to affirm the directions and approve a task order for continuation to Task 2. Scope description herein assumes a continuous progression with no significant delay in the timeline due to the required approvals (from the Great Park Board, City Council, or others as needed), but the Team acknowledges that such approvals may be advisable or necessary; as such, **the timing noted in Task 2 descriptions are intended to provide information about the duration of the respective tasks rather than provide milestones for completion of tasks.**

Task 2.B. Operating Partner Solicitation and Evaluation

- **2.B.1. Issuance of RGQ/RFP.** HR&A will manage a public RFQ/RFP solicitation process to procure a partner (or, potentially, a team of partners) that will implement the first phase of Cultural Terrace development. Tasks will include drafting of solicitation documents, support for the announcement of the RFP release, support for the execution of a pre-bid conference, coordination of Q&A, and receipt and coordination of submittals.
- **2.B.2. Respondent Evaluation and Due Diligence.** The Senior Consultant Team will provide technical assistance for evaluation of up to four (4) proposals, preparing a summary evaluation matrix for the City team's review. The Senior Consultant Team will review information provided by respondents and conduct additional background research, as needed, to understand critical information such as firm/institution credentials, prior projects, financial wherewithal and outcomes of participation in similar projects. The length of time required to complete this review will be dependent on the frequency of Board meetings, number of desired reviews, and the number of leadership groups involved. The Senior Consultant team's expects that our evaluation will be used by the City team to make a final selection of a preferred partner(s).
- **2.B.3. Financial Feasibility Re-Assessment.** HR&A will refine the previous proforma financial model with inputs provided by respondents.
- **2.B.4. Physical Planning Assessment.** The Senior Consultant Team will collaborate with the City team, preferred partners, and, if appropriate, Joint Studies design partners, to determine appropriate locations on site for preferred partners.

Task 2.B Timing: Within 112-168 days (4-6 months) following Task 2.A conclusion, assuming Great Park Board approval within that time period.

Task 2.C. Partner Negotiations

- **2.C.1. Negotiations Support.** HR&A will lead negotiations with preferred partner(s) to establish final development phasing and agreement terms. Related tasks may include:
 - Facilitating Best and Final Offer (BAFO) process
 - Supporting term sheet drafting & negotiations
 - Supporting agreement drafting & negotiations

Task 2.C Timing: Within 168 days (6 months) following Task 2.B conclusion

ATTACHMENT II

OC Great Park Cultural Terrace Planning

PRICING PROPOSAL

TEAM FEE BY TASK

TASK 1. BUSINESS PLANNING AND IMPLEMENTATION FRAMEWORK	
Task 1.A. Data Request and Collaborative Team Kickoff	\$ 20,000
1.A.1 Data Request	
1.A.2 Collaborative Kick-Off Meeting	
Task 1.B. Peer Cultural Campus Case Studies and Campus Development Program Alternatives	\$ 80,000
1.B.1. Peer Cultural Campus Case Studies	
1.B.2. Business Planning Workshop 1	
<i>[Optional] 1.B.3. Peer Cultural Campus Tour & Interviews</i>	
Task 1.C. Campus Development Program Alternatives Economic Benchmarking	\$ 119,000
1.C.1. Market Context and Competitive Environment of Great Park.	
1.C.2. Financial Assessment of Campus Development Program Alternatives.	
1.C.3. Business Planning Workshop 2.	
1.C.4. Implementation Strategy Framework Memorandum	
Task 1 Subtotal	\$ 219,000
TASK 2. PARTNER IDENTIFICATION AND INTEGRATION	
Task 2.A. Pre-Solicitation Market Sounding and Outreach	\$ 56,500
2.A.1. Tenant Outreach Plan.	
2.A.2 Targeted Market Sounding and Outreach	
Task 2.B. Operating Partner Solicitation and Evaluation	\$ 117,500
2.B.1. Issuance of RGQ/RFP.	
2.B.2. Respondent Evaluation and Due Diligence	
2.B.3. Financial Feasibility Re-Assessment	
2.B.4. Physical Planning Assessment	
Task 2.C. Partner Negotiations	\$ 43,000
2.C.1. Negotiations Support	
Task 2 Subtotal	\$ 217,000
Total Project Fee (Task 1 & 2 without Optional Task 1.B.3)	\$ 436,000
<i>Optional Task 1.B.3</i>	\$ 50,000
Total Project Fee with Optional Task	\$ 486,000

HOURLY BILLING RATES BY FIRM

HR&A Advisors	Rate
Chair/Vice Chair	\$430
Other Officers/Partners	\$330
Principals	\$300
Directors	\$275
Senior Analysts	\$210
Analysts	\$165
Research Analysts	\$145
Analyst Fellows	\$145
Administrative	\$105

Entertainment+Culture Advisors	Rate
Principal	\$350
Senior Associate	\$220
Senior Analyst	\$120

Management Resources	Rate
Principal	\$300
Vice President	\$250
Senior Associate	\$200
Associate	\$150