



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
MICHAEL BAKER INTERNATIONAL, INC.**

THIS SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 12th day of May, 2026, (“Effective Date”) by and between the City of Rialto, a municipal corporation and California general law city (“City”), organized under the laws of the State of California, with its principal place of business at 150 S. Palm Avenue, Rialto, California 92376 and Michael Baker International, Inc, a Pennsylvania C Corporation, with its principal place of business at 5 Hutton Centre Drive, Suite 500 Santa Ana, California 92707 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” or collectively as “Parties”.

RECITALS

A. City has sought, by Request for Proposals No. 26-017, the performance of professional services related to developing a comprehensive Parks and Recreation Master Plan (“Project”), as defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Consultant represents that it is experienced in providing the services to public clients, is licensed in the State of California, and is familiar with the plans of City.

D. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those professional services associated with the Project as specified in the “Scope of Services”

attached hereto as **Exhibit “A”** and incorporated herein by this reference, which services may be referred to herein as the “Scope of Services,” “services” or “work” hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow professional standards in performing the work and services required hereunder. For purposes of this Agreement, the phrase “professional standards” shall mean those standards of practice ordinarily used by one or more members of the same profession performing similar work under similar circumstances at the time of the Project and at the Project locale.

1.2 Consultant’s Proposal.

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City’s Request for Proposals No. 26-017; and (3) the Consultant’s original Proposal submitted to the City (“Consultant’s Proposal”), (collectively referred to as the “Contract Documents”). The Contract Documents and accepted Proposal shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Scope of Services, Consultant’s Proposal and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement and such licenses, permits, and approvals shall be maintained throughout the Term of this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (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 this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of

such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws may not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Consultant shall at all times enforce strict discipline and good order among its employees, agents, volunteers, officers and directors. Any such person who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the services, or who fails who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the services to be performed by the Consultant and shall not be re-employed on the services.

1.9 Additional 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 extra work or change

may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments shall be reflected in an amendment to the Agreement subject to the written approval of the Parties. Any amendment to this Agreement shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation of this Agreement may be approved by the City Manager provided: (a) the initial Contract Sum was less than One Hundred Thousand Dollars (\$100,000) and the amended Contract Sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the agreement was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively, must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant 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 Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit "B"** and incorporated herein by this reference. Upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Ninety-Six Thousand Dollars and Zero Cents (\$196,000.00)** (the "Contract Sum"). The Contract Sum may also be increased for additional services pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5,

and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement is One (1) Year, commencing on the Effective Date ("Term") unless earlier terminated in accordance with Article 7 of this Agreement. Consultant shall complete the services within the Term of this Agreement and shall meet any other established schedules and deadlines, as identified in the Schedule of Performance, **Exhibit "C"**.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Richard Beck
(Name)

Vice President/Office Executive
(Title)

Trudi Lim, Sr. Vice President
(Name)

Western Regional Director
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. If City does not agree to the substitution of key personnel by Consultant, City shall be entitled to terminate this Agreement for cause. In the event that City, in its sole discretion, at any time during the term of this Agreement,

desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or other such person designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant 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 with only such obligations as are consistent with that role. Consultant 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. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this 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. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

5.1.1 Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

5.1.2 Workers' Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement. If Consultant has no employees or agents, Consultant shall not be required to maintain Workers' Compensation Insurance. However, in the event that Consultant hires employees or agents during the Term of this Agreement, Consultant shall obtain and maintain Workers' Compensation Insurance in accordance with this section.

5.1.3 Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

5.1.4 Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

5.1.5 Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, pay costs to defend, and hold harmless the City, its officers, employees, volunteers, and agents (“Indemnified Parties”) against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), arising from Consultant’s reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

5.3.1 Consistent with California Civil Code 2782.8, Consultant will pay all costs to defend any action or actions filed in connection with any of said claims or liabilities, including legal costs and attorneys’ fees incurred in connection therewith, to the extent attributable to Consultant’s proportionate percentage of fault.

5.3.2 Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, volunteers and employees harmless therefrom;

5.3.3 In the event the City, its officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, volunteers or employees, any and all costs and expenses incurred by the City, its officers, agents, volunteers or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

Notwithstanding the foregoing, to the extent that the Consultant’s services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents and Materials; Exceptions; Warranty.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or

assignment of such completed documents and materials for other projects and/or use of uncompleted documents and materials without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

Consultant warrants that all documents and materials it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting documents and materials generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such documents and materials. Consultant is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality and Release of Information.

6.4.1 All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer. Consultant shall not use City's name or insignia, photographs, or any publicity pertaining to the services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

6.4.2 Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

6.4.3 If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

6.4.4 Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and

to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended if circumstances warrant, however, the timeframe may be shortened if the default results in a safety issue or imminent threat to City employees or the public. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) 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 (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any

Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive 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 shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer, employee, volunteer or agent of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement, which effects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage, within the third degree, which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, gender identity, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, gender, gender identity, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction equipment.

9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by email, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by email. Any notice, request, demand, direction, or other communication sent by email must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as text messages and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Manager
 Tel: (909) 820-2525

With copy to: Burke, Williams & Sorensen, LLP
 1770 Iowa Avenue, Suite 240
 Riverside, CA 92507
 Attn: Eric S. Vail, City Attorney

Tel: (951) 788-0100

If to Consultant: Michael Baker International, Inc
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
Attention: Richard Beck, Vice President/Office Executive
Tel: (949) 472-3505 / Email: rbeck@mbakerintl.com

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

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.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons 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) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.9 Conflicting Terms.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

9.10 Data Protection.

9.10.1 Consultant shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). Consultant shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of Consultant’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Consultant shall begin remediation immediately. Consultant shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Consultant until the Data Breach or Security Incident has been effectively resolved to City’s satisfaction. Consultant shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City’s sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Consultant shall cooperate fully with City, its agents and law enforcement.

9.10.2 If City is subject to liability for any Data Breach or Security Incident, then Consultant shall fully indemnify and hold harmless City and defend against any resulting actions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on the date first written above.

CITY:

CITY OF RIALTO, a municipal Corporation

By: _____
Tanya Williams, City Manager

CONSULTANT:

Michael Baker International, Inc., a Pennsylvania C Corporation

By: _____
Signature

ATTEST:

By: _____
Barbara A. McGee, City Clerk

Name

Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail, City Attorney

By: _____
Signature

Name

Title

****Two signatures are required if a corporation****

EXHIBIT “A”

SCOPE OF SERVICES

Consultant shall provide and establish a comprehensive, long-range strategy to guide the planning, development, and management of the City’s parks, recreational facilities, programs, and services. The Master Plan will be developed, validated, and controlled to ensure it meets community needs, aligns with City goals, and supports sustainable growth.

1. Scope Definition

The project will include:

- A complete inventory and condition assessment of all existing parks, recreation facilities, trails, and open spaces.
- A review of current programs, services, and operations.
- An analysis of demographic, environmental, and recreation trends impacting service delivery.
- Broad community and stakeholder engagement through surveys, workshops, and focus groups.
- Identification of parkland and facility needs, service gaps, and opportunities for enhancement.
- Development of short-, mid-, and long-term recommendations, including capital improvement priorities and funding strategies.
- Preparation of a final Master Plan document (full color) with maps, design concepts, policy guidance, and an implementation plan.

2. Scope Validation

The draft Master Plan will be validated through:

- Ongoing coordination with City staff, the Recreation and Parks Commission, and other relevant stakeholders.
- Regular project review meetings and milestone check-ins.
- Public feedback sessions and community outreach to confirm priorities and recommendations.
- Presentation of the draft plan to the City Council for review and approval.

3. Scope Control

To maintain project integrity and alignment, scope control will include:

- A detailed project schedule with defined milestones and deliverables.

- Documentation and approval of any scope changes through City project management protocols.
- Continuous communication between the consultant and City project team to monitor progress, budget, and quality.
- Final review and acceptance of all deliverables by the City prior to plan adoption.

High-level requirements

The Parks and Recreation Master Plan shall provide a comprehensive framework to guide decision-making, investment, and service delivery for the next 10–15 years. The consultant shall ensure the final Plan is data-driven, community-informed, and aligned with the City’s long-term vision.

1. Data Collection and Analysis

- Conduct a full inventory and condition assessment of all existing parks, open spaces, trails, and recreation facilities.
- Compile and analyze demographic, socioeconomic, and land-use data to forecast future park and recreation needs.
- Evaluate current programs, participation trends, and service delivery models.
- Benchmark the City’s parks and recreation system against comparable agencies and national standards (e.g., NRPA).

2. Community Engagement

- Develop and implement a public outreach plan that includes surveys, workshops, and focus groups.
- Engage residents, youth, seniors, community organizations, and stakeholders to ensure diverse input.
- Summarize community feedback to identify priorities, service gaps, and desired improvements.

3. Needs Assessment and Strategic Recommendations

- Identify current and future needs for parkland, facilities, programs, and services.
- Recommend strategies for equitable access, environmental sustainability, and operational efficiency.
- Prioritize improvements based on community need, feasibility, and available funding sources.
- Provide conceptual design ideas or site development guidelines for key park or facility improvements.

4. Implementation and Funding Strategy

- Develop an implementation plan outlining short-, mid- and long-term actions.
- Include estimated costs, phasing strategies, and potential funding mechanisms (e.g., grants, partnerships, impact fees).
- Provide measurable performance indicators to monitor progress over time.

5. Alignment and Deliverables

- Ensure the Master Plan aligns with the City’s General Plan, Capital Improvement Program, and other policy documents.
- Deliver a professionally designed and accessible final Master Plan report (digital and print-ready).
- Present draft and final versions of the Plan to City staff, the Recreation and Parks Commission, and the City Council.

The consultant shall provide a comprehensive **Parks and Recreation Master Plan** that serves as a strategic guide for the City of Rialto over the next 10–15 years. Deliverables will include the following:

1. **Project Work Plan and Schedule** – A detailed outline of project tasks, milestones, timelines, and engagement activities for City review and approval.
2. **Existing Conditions Assessment Report** – An inventory and evaluation of all existing parks, facilities, trails, and recreational assets, and condition summaries.
3. **Community Engagement Summary** – Documentation of outreach activities, participation methods, and community feedback results, including key themes and identified priorities.
4. **Needs Assessment and Gap Analysis** – A comprehensive review of current and projected community needs, service levels, and opportunities for improvement.
5. **Draft Master Plan** – A complete draft plan including goals, recommendations, policies, design concepts, and implementation strategies for City and public review.
6. **Final Master Plan Document** – A professionally formatted report (print and digital) incorporating City and community feedback, including:
 - Executive Summary
 - Inventory and Analysis
 - Community Engagement Findings
 - Needs Assessment
 - Recommendations and Implementation Strategy
 - Capital Improvement Priorities and Funding Options

7. **Presentation Materials** – PowerPoint or visual presentation materials for staff briefings, the Recreation and Parks Commission, and City Council meetings.
8. **Optional Materials**- GIS maps of parks

1. Understanding the City’s Request for Proposal Needs

PROJECT UNDERSTANDING

The City of Rialto is seeking a forward-looking, actionable Parks and Recreation Master Plan that can guide decisions over the next decade and beyond. The City of Rialto is a thriving, rapidly evolving community located in the heart of Southern California’s Inland Empire. With a population of just over 104,000 residents, Rialto has grown steadily over the past decade and continues to serve as a key residential, commercial, and logistical hub in the region. Its central location, situated near major regional transportation corridors including Interstates 10, 15, and State Route 210, connects residents to the mountains, beaches, and desert, making it an attractive home for families and businesses alike.

Rialto’s Parks, Recreation & Community Services Department manages more than 250 acres of parkland, along with multiple recreation and community facilities that serve residents of all ages and abilities. These public assets support a young and vibrant population, with more than a quarter of residents under the age of 18 and a median age in the mid-30s. The City’s cultural diversity, reflected in its large multilingual and multigenerational households, gives rise to a wide array of recreational needs, program preferences, and community expectations.

As the City continues to grow and as neighborhoods evolve, Rialto’s parks and recreation system must adapt to provide equitable access, maintain high-quality facilities, and offer programming that resonates across cultures, ages, and abilities. The Department’s recreation and community services already play a key role in community connection, wellness, safety, and lifelong learning. The next step is to build a strategic, forward-looking framework that evaluates existing conditions, studies demographic and participation trends, and determines how best to invest in parks, programs, staffing, and maintenance over the next 10–15 years.

Measurable Achievements of Rialto’s Parks and Recreation Master Plan

To achieve a successful Parks and Recreation Master Plan, Michael Baker proposes a comprehensive, data-driven, and community-informed roadmap to guide the City’s parks and recreation system over the next 10 to 15 years. To support this effort, the team has identified clear, measurable outcomes, including delivery of a Master Plan that:

- Translates population, demographic, and land use trends into clear service expectations for parks, facilities, and programs.
- Identifies gaps and opportunities, including neighborhood access, quality and condition of assets, ADA needs, safety, and program relevance.
- Establishes prioritized capital and program investments that are feasible and financially grounded.
- Aligns with the City’s General Plan and supports goals related to health, sustainability, and equitable access.
- Sets up a repeatable framework including design guidelines, operations/maintenance considerations, and performance measures, so the City can monitor progress and adjust over time.



How This Understanding Shapes Our Work

The Michael Baker team proposes a **roadmap** to achieve the City's goals in a timely manner, including the following key milestones and deliverables:

- 1 Understanding of the City's existing amenities and their significance to the community, including conducting background research prior to fieldwork to inform on-site evaluation.
- 2 A defensible inventory and condition baseline for parks, open space, trails, and recreation facilities, suitable for capital planning and grant applications.
- 3 Community priorities that are representative and inclusive, gathered through a multi-modal engagement strategy and a needs assessment that combines local participation data, socioeconomic trends, and national benchmarks.
- 4 A tiered implementation plan including near, mid, and long-term phasing, staffing/maintenance implications, and a funding toolkit for grants, partnerships, impact fees, and other mechanisms.
- 5 Clear design and policy guidance that elevate quality, consistency, safety, and sustainability across the system and conceptual design for specific parks.
- 6 A professionally formatted Parks and Recreation Master Plan that can be used for the next 10 to 15 years.

Michael Baker's Proposed Roadmap: *Rialto's Parks and Recreation Master Plan*

SCOPE OF SERVICES

TASK 1: PROJECT ADMINISTRATION

The Michael Baker team will gather all necessary information to deliver the services outlined in this proposal and will work collaboratively with the City of Rialto to define project goals and priorities for the Parks and Recreation Master Plan. The Master Plan will serve as a comprehensive, long-range framework to guide investment, policy direction, and service delivery for the City's parks, recreational facilities, programs, and services over the next 10–15 years. Michael Baker is amenable to the proposed scope and tasks and can revise them as needed in coordination with the City.

TASK 1.1 Project Work Plan and Schedule

Michael Baker will prepare a detailed Project Work Plan that establishes the overall framework for completing the Parks and Recreation Master Plan. The Project Work Plan will define project goals, task sequencing, milestones, decision points, review periods, and public engagement activities, and will identify roles and responsibilities for Michael Baker, City staff, and advisory bodies.

Additionally, Michael Baker will prepare and maintain a detailed project schedule identifying key deliverables, City review periods, and anticipated presentations. Any scope refinements or schedule adjustments will be documented and approved in accordance with the City's project management protocols. Michael Baker will provide ongoing coordination to monitor project progress, schedule adherence, budget control, and quality assurance throughout the duration of the project.

TASK 1.2 Project Kick-Off Meeting

The Michael Baker team will conduct a virtual kick-off meeting with the City of Rialto's Project Management team. Core members of the Michael Baker team including Valerie Clarke, Project Manager, along with key planning, landscape architecture, environmental, and community engagement staff, will participate in the meeting. At the kick-off meeting, Michael Baker will:

- Facilitate introductions, including clarification of roles and responsibilities for City staff and the consultant team.
- Review staff expectations, available data, coordination procedures, and the proposed scope of work, project schedule, communication protocols, and deliverables.
- Discuss the preliminary community engagement approach and confirm outreach goals, audiences, and methods.
- Facilitate a goal-setting and content-framing discussion to align on the City's priorities, challenges, and desired outcomes for the Parks and Recreation Master Plan, including parks, facilities, programs, services, and long-term investment strategies.
- Discuss data availability.
- Establish a shared understanding of priorities, constraints, and coordination procedures.

Following the kick-off meeting, the Michael Baker team will synthesize all discussion, insights, and feedback into a refined project timeline identifying major milestones, deliverables, review periods, and anticipated presentations. The timeline will account for community outreach activities, technical analysis, content development, City review, document production, and formal adoption. In addition, the team will formalize the agreed-upon community engagement strategy and summarize key themes from the content-framing exercise to ensure the Master Plan reflects the City's stated goals and priorities.

TASK 1.3 Ongoing Coordination and Review Meetings

Michael Baker will conduct ongoing virtual coordination meetings with City of Rialto staff and periodic check-ins with the Recreation and Parks Commission throughout development of the Parks and Recreation Master Plan. Michael Baker recommends holding coordination meetings on a twice-monthly basis, subject to confirmation by the City.

Meeting participants are anticipated to include the City's Project Manager and Valerie Clarke, Project Manager for Michael Baker; however, the team will work with the City to determine the appropriate meeting format, frequency, and attendees for each coordination meeting. Advisors and subject matter experts may participate on an as-needed basis, depending on project phase and technical needs.

These coordination meetings will be used to track objectives and milestones, review interim findings, confirm direction, resolve issues, and ensure continued alignment with City goals, policies, and priorities. Meetings will also support schedule and budget management to help ensure the project remains on track. Following each coordination meeting, Michael Baker will prepare and distribute concise meeting summaries documenting key discussion points, decisions, action items, and responsible parties.

TASK 1.4 Project Management and Quality Control

Ms. Clarke will be responsible for the day-to-day management and overall supervision of the team. This task will include coordination of Michael Baker's internal team and City staff through ongoing progress monitoring, invoicing, preparation of progress reports, maintenance of project files, and management of scope, schedule, and budget.

Michael Baker's goal is to serve as an extension of City staff throughout development of the Parks and Recreation Master Plan by providing quality assurance/quality control reviews and close coordination with City staff to ensure the timely, accurate, and high-quality delivery of all project deliverables.

Task 1 Deliverables

- Meeting agendas and meeting summaries in MS Word and Adobe PDF for the Kick-off Meeting and Regular Coordination Meetings
- Bi-weekly meetings (up to 20)
- Data needs memorandum in MS Word and Adobe PDF
- Formal project timeline in MS Word and Adobe PDF
- Updated schedule and task tracking summaries (as needed)
- Project budget and monthly invoices

TASK 2: DATA COLLECTION AND EXISTING CONDITION ANALYSIS

To gain a thorough understanding of existing conditions, the Michael Baker team will collect and review relevant background data, plans, reports, and available documentation related to the City of Rialto's parks, recreational facilities, trails, programs, and services. The analysis will identify existing conditions, trends, and gaps that inform future needs and priorities for the Parks and Recreation Master Plan. Michael Baker will prepare base maps and technical exhibits that will serve as the foundation for analysis and plan development. The team will utilize the City's existing GIS layers for parks, recreation facilities, and trails and will coordinate with City staff to confirm data accuracy and completeness.

TASK 2.1 Parks, Facilities, and Trails Inventory

Michael Baker will conduct an inventory and qualitative condition assessment of all existing parks, recreation facilities, trails, and open spaces within the City of Rialto to establish a clear, defensible understanding of existing conditions and system performance. This task will provide the technical foundation for the needs assessment, prioritization framework, and implementation strategy of the Parks and Recreation Master Plan.

Data Review and Preparation

Prior to fieldwork, the Michael Baker team will collect and review available background information, including existing plans, facility lists, GIS data, and prior studies provided by the City. The team will utilize the City's current GIS layers for parks, facilities, trails, and open spaces and coordinate with City staff to confirm the accuracy and completeness of available data. These materials will be used to develop standardized inventory forms and mapping templates to ensure consistent documentation across all sites.

Field Verification and Site Visits

Michael Baker will conduct on-site field visits over seven full days to complete the inventory and condition assessment for the City's parks, recreation facilities, trails, and open spaces. Field visits will be conducted by experienced planning and landscape architecture professionals and will include:

- Systematic walkthroughs of each site
- Detailed field notes documenting existing amenities and conditions

- Photo documentation to support findings and illustrate existing conditions

The site visits are assumed to include the following:

- For parks, the inventory will document park acreage, amenities, recreation features, connectivity and accessibility, general condition, safety and comfort, and observed programming or activity patterns. Each park will be evaluated consistently to allow for comparison across the system. This assumes eleven (11) parks, consistent with the City's current parks and facilities map.
- For open space areas, primarily those along Lytle Creek, the assessment will be conducted at a broader, landscape scale. The evaluation will focus on land type, function, environmental role, public access, and overall condition, rather than parcel-level detail.
- For trails, the assessment will focus on key locations, such as trailheads, endpoints, and representative segments to provide a general understanding of trail condition, design typology, connectivity, and user experience. This approach acknowledges that the trail system functions as part of a regional network extending through Rialto, Upland, Rancho Cucamonga, and Fontana, and is appropriate for a citywide master planning effort. Specific trail segments to be reviewed will be confirmed in coordination with the City.
- For facilities, the Michael Baker team will visit and inventory all eight recreation facilities. The building inventory and condition review will focus on key facilities, including the Carl Johnson recreation centers, the cemetery, the aquatic and fitness center, and the Rialto Senior Center. Consistent with City direction, facilities will be evaluated at a planning level, documenting general condition, functionality, accessibility, and relationship to surrounding park spaces. A detailed architectural, structural, or systems evaluation is not included in this scope.

Condition Assessment and Findings

The condition assessment will identify:

- Maintenance needs and deferred maintenance issues
- Safety considerations and observable deficiencies
- Functional limitations and opportunities for reinvestment or modernization

Findings will be summarized in both narrative and graphic formats and integrated with GIS mapping to support clear communication and future decision-making.



Michael Baker is equipped with the technology and resources for robust field work.

TASK 2.2 Demographic, Socioeconomic, and Land Use Analysis

Michael Baker will compile and analyze demographic, socioeconomic, and land use data, including data from the U.S. Census Bureau and American Community Survey (ACS), to understand existing conditions and forecast current and future demand for parks, recreation facilities, programs, and services in the City of Rialto. The analysis will evaluate population growth trends, age cohorts, household characteristics, and the geographic distribution of residents, with particular attention to Rialto's diverse population and racial and ethnic composition, to better understand how recreation needs, preferences, and access may vary across the community. This includes youth, seniors, multigenerational households, or culturally relevant programming. Michael Baker will

use socioeconomic data that is current and specific to the community to support its feasibility studies, needs analysis, and priorities for investment in park and recreation programs and facilities.

For example, the Trust for Public Lands (ParkServe) provides city-wide data (age, income, race/ethnicity, priority areas for parks) and data of individual parks. ParkServe will also facilitate a comparison of Rialto's park system with neighboring cities: "21 percent of Rialto residents live within a 10-minute walk of at least one of its 11 parks compared to 45 percent of the Riverside-San Bernardino-Ontario MSA within 10-minutes walking distance of a park." ParkServe data is from ESRI 2024 Demographic Forecast Block Groups and ESRI StreetMap.

Other sources for information and analyses:

- CDC Places: census tract level data on health status, risk factors, and outcomes
- Areas of concern: EJ Screen hosted by Public Environmental Data Partners
 - <https://pedp-ejscreen.azurewebsites.net/>
- ArcGIS Tapestry provides socioeconomic profile details of existing and potential sites including LifeMode groups.
- General demographics: American Community Survey (US Census Bureau) and Census Tract Profiles

This data will be used to inform long-range planning decisions, including service level analysis, facility and parkland needs, program demand, and equitable access to parks and recreation resources. The findings will directly support the needs assessment, prioritization framework, and implementation strategy for the Parks and Recreation Master Plan.

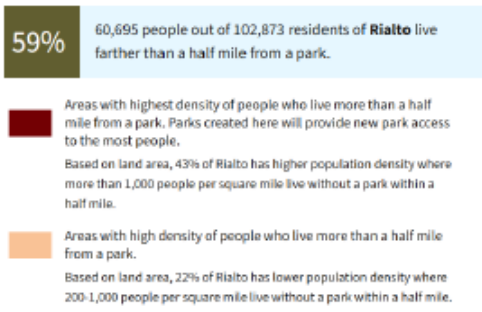
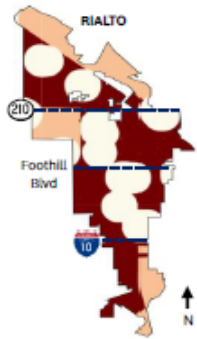
TASK 2.3 Programs and Service Delivery Assessment

Michael Baker will evaluate the City of Rialto's parks and recreation programs and service delivery framework, including existing programs, participation levels, staffing structure, operational practices, and service delivery models. This assessment will identify strengths, service gaps, and opportunities to improve efficiency, effectiveness, and responsiveness to community needs.

The program and service delivery assessment will be conducted in alignment with the City of Rialto General Plan, including the Environmental Justice Element, which contains policies promoting equitable access to public services and recreational resources. This includes Goal 9-7, which prioritizes urban greening in areas with limited park access and higher pollution exposure, and Policy 9-7.1, also referenced as Land Use, Community Design, Open Space, and Conservation Element Policy 2-28.1, which calls for establishment of a Parks and Recreation Master Plan that achieves a parkland "ratio of 3.0 acres per 1,000 residents", promotes equitable distribution of park facilities throughout the community, and identifies strategies for funding facilities, maintenance, and improvements.

The evaluation will analyze program participation trends, scheduling, facility utilization, staffing resources, and operational efficiency to understand how well current services meet community demand. Particular attention will be given to how programs serve Rialto's diverse population, including youth, seniors, multigenerational households, and culturally responsive programming needs. Findings from this assessment will directly inform the needs assessment, prioritization framework, and implementation strategy for the Parks and Recreation Master Plan.

Per The California Department of Parks and Recreation, Park Access Tool, 60,695 people out of 102,873 residents of Rialto live farther than a half mile from a park.



TASK 2.4 Benchmarking and Standards Review

Michael Baker will benchmark the City of Rialto’s parks and recreation system against comparable jurisdictions and national standards, including guidance from the National Recreation and Park Association (NRPA). The benchmarking analysis will evaluate key indicators such as park acreage ratios, facility provision and mix, service levels, program offerings, and access to parks and recreational amenities. NRPA metrics will be used as a comparative framework, including but not limited to benchmarks related to park acreage per 1,000 residents, facility typologies, recreation program categories, and level-of-service indicators. These metrics will be applied alongside peer city comparisons to ensure recommendations are realistic, context-sensitive, and appropriate for Rialto’s size, demographics, and operational capacity.

To provide meaningful comparisons, Michael Baker will focus on neighboring and peer jurisdictions within the Inland Empire and greater Southern California region that share similar population size, development patterns, climate, and recreation demands. Potential comparator cities may include, but are not limited to:

- Fontana– A neighboring city with a comparable population size, active recreation facilities, and robust youth and sports programming.
- San Bernardino– Adjacent jurisdiction with a diverse population, large park system, and regional recreation facilities.
- Rancho Cucamonga– A nearby Inland Empire city with a well-developed parks and recreation system, trail network, and facility investment strategy.
- Ontario– A regional peer with comparable service delivery challenges, recreational programming, and funding considerations.
- Colton and Grand Terrace– Smaller neighboring cities that provide useful comparisons for service levels, facility distribution, and operational models within similar geographic and fiscal contexts.

TASK 2.5 Outline Draft

As the final task under Task 2: Data Collection and Existing Conditions Analysis, the team will compile and synthesize all collected data to develop a draft outline for the Parks and Recreation Master Plan. This outline will be reviewed by the City’s project team to confirm that the plan is moving in the appropriate direction. The outline will also reflect key themes and information shared during the initial community engagement activities.

Task 2 Deliverables

- Existing Conditions Assessment Report in MS Word and PDF
- ArcGIS maps and exhibits documenting parks, facilities, trails, service areas, and deficiencies
- Programs and Service Delivery Assessment Memorandum in MS Word and PDF
- Benchmarking and Standards Memorandum in MS Word and PDF
- Parks and Recreation Master Plan Outline in MS Word and PDF

TASK 3: COMMUNITY ENGAGEMENT

To achieve broad and inclusive participation, Michael Baker will implement a multi-faceted engagement strategy using a variety of outreach tools, such as public workshops, surveys, focus groups, and online engagement platforms. These methods will be designed to reach a wide range of community members, including youth, seniors, families, and historically underserved populations. Where appropriate, digital and social media tools will be used to share project updates, increase awareness, and solicit feedback on key planning topics, including park needs, recreation programs, and service priorities.

Michael Baker is committed to creating a safe, welcoming, and accessible environment that encourages community members to share ideas, priorities, and concerns. Input gathered through public engagement and coordination with City staff will be systematically reviewed and synthesized to identify common themes, service gaps, and areas of consensus. Any conflicting input will be discussed collaboratively with the City and project team to inform balanced, community-responsive recommendations. Engagement findings will directly inform development of the needs assessment, strategic recommendations, and final Parks and Recreation Master Plan document.

TASK 3.1 Community Outreach Strategy

The initial community engagement task will include preparation of a Community Outreach Plan to guide engagement efforts for the City of Rialto Parks and Recreation Master Plan. The Community Outreach Plan will establish engagement objectives, define the overall engagement approach, and identify specific outreach activities and milestones. Michael Baker will collaborate closely with City staff throughout development of the Outreach Plan and will consider recent and ongoing public engagement efforts within the City to ensure coordination and avoid duplication.

The Community Outreach Plan will address the following considerations:

- Objectives for community involvement, describing how stakeholder and community input will be gathered, evaluated, and incorporated into development of the Parks and Recreation Master Plan.
- Engagement needs for Rialto's diverse community, including consideration of linguistic diversity, potential barriers to participation (such as digital access or scheduling constraints), and principles for creating inclusive, accessible, and meaningful engagement opportunities.
- Review of recent and relevant community planning efforts, including identification of successful engagement approaches and lessons learned from prior outreach activities.
- Key insights from the project kick-off meeting and goal-setting and content-framing discussions, including City priorities and anticipated challenges.
- Identification of key stakeholders, including community-based organizations, youth and senior groups, advocacy organizations, service providers, schools, business representatives, and other civic partners relevant to parks, recreation, health, equity, and environmental quality within the City of Rialto.
- A proposed engagement timeline outlining outreach activities, milestones, and coordination points aligned with the overall project schedule.
- Descriptions of engagement activities and the anticipated level of involvement by City staff and project team members.

TASK 3.2 Branding

Michael Baker will work collaboratively with City staff to develop a branding concept for the City of Rialto Parks and Recreation Master Plan. The branding will be developed in accordance with the City's established branding and communications guidelines, as well as any supplemental direction provided by the City's Project Management team.

As part of this effort, Michael Baker will develop cohesive visual identity elements for use throughout the planning process, which may include project naming or taglines, graphic themes, icons, maps, and report templates. These materials will be used consistently across engagement materials, technical memoranda, presentations, and the draft and final Master Plan document to ensure clear recognition and visual continuity.

Consistent branding throughout the project will help reinforce community awareness of the Parks and Recreation Master Plan and improve the clarity and accessibility of project materials. Michael Baker will ensure that all project deliverables align with the City of Rialto's overall branding, messaging, and communications strategy.

TASK 3.3 Workshops

To ensure an accessible, inclusive, and effective engagement process, Michael Baker will coordinate, schedule, facilitate, and lead three (3) targeted workshops as part of the City of Rialto Parks and Recreation Master Plan. These workshops may be held virtually or in person, as determined in coordination with the City.

The three workshops will include:

1. Community Workshop – Focused on gathering broad community input related to existing conditions, park and facility needs, recreation programs, and service priorities. Participants will have the opportunity to share their interests, concerns, and ideas to help shape the vision and direction of the Master Plan.
2. City Employee Workshop – Designed to engage City staff involved in parks, recreation, maintenance, programming, and operations to gather internal perspectives on service delivery, operational challenges, and opportunities for improvement.
3. City Council Workshop – Intended to review key findings, priorities, and preliminary recommendations, and to receive policy-level feedback to guide refinement of the Parks and Recreation Master Plan.

Michael Baker recommends maximizing interactive, small-group discussions through skilled facilitation and activity-based engagement techniques during each workshop. Workshop content will be tailored to the specific audience and purpose of each session, while maintaining consistency in messaging and project goals. It is anticipated that the City will be responsible for securing venues for any in-person workshops, and Michael Baker will prepare and provide outreach and meeting materials to support workshop notifications and participation.

As facilitators, the Michael Baker team will guide participants through the workshop agendas and activities while fostering a collaborative, respectful, and inclusive environment. Workshop activities may include:

- Icebreaker activities to help participants feel comfortable sharing ideas
- Presentations summarizing relevant data, existing conditions, and best practices
- Interactive brainstorming exercises to generate ideas, priorities, and solutions
- Small-group discussions focused on specific topics such as parks, facilities, programs, equity, and funding

One flyer and social media post will be crafted for each of these meetings. The city will be responsible for distributing the material through its social media platforms, through the City website, as an email e-blast, or other.

TASK 3.4 Community Survey

Michael Baker will develop and administer a community-wide survey as a key component of engagement for the City of Rialto Parks and Recreation Master Plan. The survey will be designed using Social Pinpoint, SurveyMonkey, or a comparable platform and will focus on community priorities, needs, and concerns related to parks, recreation facilities, programs, and service delivery. The survey will also be made available online and publicized through the City's website and social media platforms, as appropriate. Michael Baker will work closely with City staff to develop survey questions that are tailored to the City of Rialto and aligned with the goals of the Parks and Recreation Master Plan. Survey questions will address existing conditions, park and facility needs, recreation programming, service gaps, and priorities for future investment. The survey will be distributed through two primary methods to maximize participation and ensure broad community representation:

1. In-person survey distribution at a special community event, allowing residents to provide input directly and engage with project materials. The survey distribution could be at a City event such as the farmer's market, senior social event, or local school event.
2. Mailed surveys distributed citywide, providing an accessible option for residents who may have limited digital access or prefer paper-based engagement. It is assumed that the City will be responsible for printing and distributing the surveys via postal mail.

Following the close of the survey period, Michael Baker will conduct a comprehensive analysis of survey results, integrating findings with input from other engagement activities and relevant planning documents. The team will prepare a narrative summary memorandum that synthesizes key themes, priorities, and areas of consensus. Results will be presented using a combination of text, charts, and conceptual graphics to clearly communicate findings and increase accessibility and understanding.

Survey findings will be evaluated through an equity lens, recognizing differences in access, needs, and preferences across the community. While not all ideas may be incorporated into the final Master Plan, Michael Baker will clearly document how community input informed recommendations and will be prepared to discuss the rationale behind planning decisions. One flyer and social media post will be to promote the survey. The city will be responsible for distributing the material through its social media platforms, through the City website, as an email e-blast, or other.

TASK 3.5 Focus Group Outreach

Michael Baker recognizes that early, targeted stakeholder interviews provide an opportunity for more candid and focused discussion than large group settings and are an important component of the City of Rialto Parks and Recreation Master Plan engagement process. These interviews will help identify challenges, discuss opportunities, surface concerns early in the process, and establish relationships that support ongoing engagement.

As part of this effort, Michael Baker anticipates conducting two (2) targeted outreach interviews:

- Senior Outreach Interview, focused on understanding the needs, preferences, and barriers experienced by older adults related to parks, facilities, programs, and accessibility.
- Youth Outreach Interview, conducted in coordination with the Rialto Unified School District, to gather input from youth regarding recreation interests, facility needs, programming preferences, and opportunities to better serve younger residents.

Michael Baker will collaborate with City staff to confirm participants and refine interview topics to ensure alignment with the overall goals of the Parks and Recreation Master Plan. One flyer and social media post will be crafted for each of these meetings. The city will be responsible for distributing the material through its social media platforms, through the City website, as an email e-blast, or other.

TASK 3.6 Community Feedback Analysis

Michael Baker will compile, summarize, and synthesize all community input collected through workshops, surveys, focus group outreach, and coordination with City staff to identify community priorities, service gaps, park and facility needs, and desired improvements. Input will be evaluated to identify common themes, areas of consensus, and differing perspectives across the community, with attention to how needs vary by geography, age group, and user type. The synthesized findings will directly inform the needs assessment, development of strategic recommendations, and prioritization of improvements, ensuring that the Parks and Recreation Master Plan reflects community values and supports equitable, data driven decision-making.

TASK 3.7 Spanish translation

Michael Baker will provide language-accessible engagement materials to support participation in workshops, the survey, and social media posts for the City of Rialto Parks and Recreation Master Plan. All workshop materials, including presentations, display boards, handouts, and promotional materials such as social media posts, will be translated into Spanish to ensure clear communication with the community. Michael Baker will have one Spanish-language translator attend each workshop, as needed, to assist with real-time interpretation and to support meaningful dialogue between participants and the project team. In addition, the community survey will be translated into Spanish and made available in both digital and paper formats.

Translation services will be provided in-house by Michael Baker staff who are fluent conversational Spanish speakers. While these staff may not hold formal translation certification, providing translation support internally allows the project team to be fully familiar with the project purpose, technical content, and engagement goals, resulting in clearer, more accurate, and more responsive communication during outreach activities.

Task 3 Deliverables

- Community Outreach Plan in MS Word and Adobe PDF
- Three (3) in-person workshops
- Online survey (SurveyMonkey or comparable platform)
- One (1) in-person survey distribution
- Two (2) virtual focus group sessions



Michael Baker facilitators design engaging and effective engagement strategies to gather input from the whole community to inform plan goals and strategies.

TASK 4: NEEDS ASSESSMENT AND STRATEGIC RECOMMENDATIONS**TASK 4.1 Current and Future Needs**

Michael Baker will prepare a comprehensive Needs Assessment and Gap Analysis to identify current and future needs for parkland, recreation facilities, programs, and services within the City of Rialto. This analysis will be informed by the existing conditions assessment, demographic and socioeconomic trends, benchmarking results, and extensive community input gathered throughout the engagement process. The Needs Assessment will evaluate how well the City's existing parks and recreation system meets current demand and anticipated future needs. The analysis will identify service gaps and geographic disparities, with particular focus on areas of the City that may be underserved or experience limited access to parks, facilities, or programs. Special attention will be given to identifying equity gaps, including differences in park access, facility quality, and program availability across neighborhoods.

The analysis will also incorporate findings from the facility and park condition assessment to identify maintenance backlogs, deferred maintenance issues, safety considerations, and operational constraints. These findings will be used to highlight opportunities for reinvestment, modernization, and improved maintenance practices across the parks and recreation system.

The Needs Assessment and Gap Analysis will directly inform development of strategic recommendations, the prioritization framework, and the implementation and funding strategy, ensuring that future investments are data-driven, equitable, and aligned with community priorities and City goals.

TASK 4.2 Equity, Sustainability, and Operations Strategies

Michael Baker will develop a set of equity, sustainability, and operations focused strategies to guide future investment, management, and service delivery for the City of Rialto's parks and recreation system. These strategies will be informed by the needs assessment, condition assessment, demographic analysis, benchmarking results, and community input. Equity strategies will focus on improving fair and inclusive access to parks, recreation facilities, and programs across all neighborhoods, with particular attention to geographic disparities, underserved areas, and populations that may experience barriers to access. This may include strategies related to park distribution, facility quality, accessibility, programming diversity, and affordability.

Sustainability strategies will address long-term environmental and operational resilience, including approaches to park design, maintenance practices, and resource management that support climate resilience, water efficiency, shade and urban greening, and adaptation to changing environmental conditions. Strategies will consider how parks and facilities can provide multiple community benefits while reducing long-term operating costs.

TASK 4.3 Prioritization Framework

Michael Baker will develop a clear and transparent prioritization framework to evaluate and rank recommended park, facility, program, and service improvements for the City of Rialto Parks and Recreation Master Plan. The framework will be designed to support informed decision-making by City staff, elected officials, and the community, and to guide near- and long-term investment strategies. Using this framework, recommended actions will be organized into short, mid, and long-term priorities, allowing the City to balance immediate needs such as addressing safety concerns and maintenance backlogs with longer-term strategic investments in parks, facilities, and programs.

The prioritization framework will directly inform the implementation and funding strategy, Capital Improvement Program alignment, and future grant pursuits, ensuring that the Parks and Recreation Master Plan is actionable, fiscally responsible, and aligned with community priorities and City goals.

TASK 4.4 Conceptual Improvements and Design Guidance

Michael Baker will provide high-level conceptual design ideas and site development recommendations for key parks to illustrate potential improvements. Michael Baker will prepare these conceptual designs illustrating potential expansions or modifications focused on maximizing efficiency for eight (8) parks, the Carl Johnson Recreation Center, the cemetery, the Rialto Fitness and Aquatics Center, and the Rialto Senior Center. The level of design will be conceptual and vision-focused, presenting both existing conditions and potential future conditions based on community input. These conceptual designs will be used to establish a roadmap for future development, identifying opportunities to elevate and modernize parks, facilities, and services to better meet the needs

of the Rialto community. These concepts are illustrative and intended to guide future planning and investment, not to prescribe final designs. Layouts will be diagrammatic, consistent with a master-planning level of detail. The team will take feedback for one round of revisions on the concepts. Concept plans will show general layout concepts, including:

- Organization of activity zones and open space
- Relationships between buildings, outdoor spaces, and circulation
- Pedestrian access, connectivity, and internal circulation
- Opportunities to improve usability, safety, and accessibility

Task 4 Deliverables

- Needs Assessment and Gap Analysis memorandum
- Strategic recommendations and prioritization framework
- Conceptual design for up to eight (8) sites



Michael Baker employs an iterative approach to developing conceptual design alternatives, as demonstrated by projects such as the Cahulla Sports Complex.

TASK 5: IMPLEMENTATION AND FUNDING STRATEGY

TASK 5.1 Develop Implementation Plan

The Michael Baker team will use the prioritization framework developed in Task 4 to prepare a phased implementation plan identifying short, mid, and long-term actions needed to achieve the Master Plan’s goals. The Implementation Plan will identify responsible parties, key dependencies, and relationships to other City plans and programs, including the General Plan and Capital Improvement Program.

TASK 5.2 Cost Estimates and Funding Options

Michael Baker will develop planning-level cost estimates for recommended parks, program, and service improvements identified in the Parks and Recreation Master Plan. Cost estimates will be prepared at a level appropriate for long-range planning and prioritization and will support phasing, budgeting, and future grant applications. In parallel, Michael Baker’s public finance and funding strategy team will review the City of Rialto’s existing parks and recreation funding mechanisms, policies, and practices. Working closely with the planning and parks teams, Michael Baker will develop funding strategies that are realistic, implementable, and tailored to Rialto’s fiscal and operational context. Strategies will consider both capital funding and long-term operations and maintenance implications.

Potential funding sources to be evaluated will include, but are not limited to:

- California Proposition 4 (2024) Grant Funding, including approximately \$466 million statewide for park creation and outdoor access anticipated in the 2025–2026 funding cycle.
- Quimby Act parkland dedication and in-lieu fees, as well as applicable development impact fees.
- Public-private partnerships, joint-use opportunities, sponsorships, and value capture strategies to leverage private investment and shared benefits.

TASK 5.3 Performance Metrics and Monitoring

Michael Baker will establish a set of clear, measurable performance metrics to track progress toward implementation of the City of Rialto Parks and Recreation Master Plan and to support ongoing monitoring and future plan updates. These metrics will be designed to be practical, transparent, and easy to track, allowing the City to measure progress over time and assess the effectiveness of investments in parks, facilities, programs, and services.

Task 5 Deliverables

- Implementation and Funding Strategy in MS Word and PDF
- Planning level cost estimates for recommended parks, program, and service improvement identified Strategy in MS Word and PDF

TASK 6: ALIGNMENT AND DELIVERABLES

TASK 6.1 Plan Alignment

Michael Baker will ensure that the Parks and Recreation Master Plan is fully aligned and internally consistent with the City of Rialto's General Plan, Capital Improvement Program, and other relevant City policies, plans, and funding frameworks. This task will include review and coordination with applicable General Plan elements, such as Land Use, Open Space, Environmental Justice, and Community Health, as well as ongoing and planned capital projects that affect parks, recreation facilities, and service delivery.

The Master Plan's goals, recommendations, and implementation strategies will be structured to support and advance existing City policies, reinforce adopted priorities, and provide clear guidance for future capital investments, budgeting, and grant pursuits. Where appropriate, Michael Baker will identify opportunities to improve coordination between the Parks and Recreation Master Plan and related City initiatives to ensure consistency, efficiency, and long-term implementability. This alignment will help ensure that the Parks and Recreation Master Plan functions as a cohesive, actionable roadmap that integrates seamlessly with the City's broader policy framework and decision-making processes.

TASK 6.2 Draft and Final Master Plan Preparation

Michael Baker has prepared award-winning planning documents recognized by the American Planning Association and American Society of Landscape Architects and has delivered parks and recreation master plans for jurisdictions nationwide. With a multidisciplinary team of planners, landscape architects, and graphic designers, Michael Baker is well equipped to prepare a professionally designed and accessible Parks and Recreation Master Plan suitable for both digital and print distribution. The Plan will include high-quality maps, graphics, policy guidance, and implementation tools to clearly communicate recommendations and support decision-making. The draft Master Plan will be thoughtfully designed to ensure clarity, consistency, and ease of use for City staff, decision-makers, and the public.

This task includes three deliverables: a 70% Draft Master Plan, a 100% Draft Master Plan, and a 100% Final Master Plan. For the 70% and 100% draft submittals, the Michael Baker team will distribute the draft documents to the City for review. It is assumed that the City will consolidate comments and feedback into a single set, which the team will then review and incorporate into the document.

TASK 6.3 Presentation and Adoption Support

Draft Parks and Recreation Master Plan

Michael Baker will attend two (2) public meetings in support of the City of Rialto Parks and Recreation Master Plan Draft—one (1) meeting with the Recreation and Parks Commission/Committee and one (1) meeting with the City Council—to present plan development progress, key findings, and draft recommendations, and to support review and direction on the Draft Master Plan. This task includes preparation of presentation materials, handouts, and other supplemental meeting materials. A minimum of two (2) Michael Baker team members will be available at each meeting to present, support City staff presentations as needed, and respond to questions.

Final Parks and Recreation Master Plan

Michael Baker will attend two (2) public meetings in support of the City of Rialto Parks and Recreation Master Final Plan—one (1) meeting with the Recreation and Parks Commission/Committee and one (1) meeting with the City Council—to present the final plan. This task includes preparation of presentation materials, handouts, and other supplemental meeting materials. A minimum of two (2) Michael Baker team members will be available at each meeting to present, support City staff presentations as needed, and respond to questions.

Task 6 Deliverables

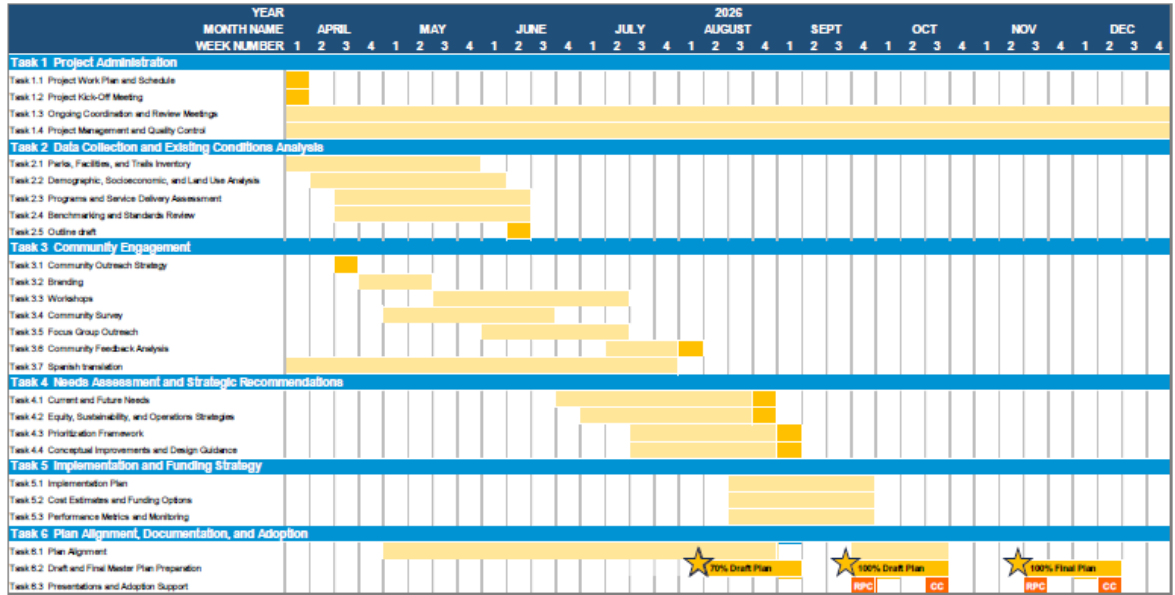
- Draft Parks and Recreation Master Plan 70%
- Draft Parks and Recreation Master Plan 100%
- Final Parks and Recreation Master Plan (print ready and digital)
- Four (4) Public Meetings, two (2) Recreation and Parks Commission and two (2) City Council meetings
- Presentation Materials (PowerPoint/visual exhibits) for staff, Commission, and City Council meetings



Michael Baker facilitators host outreach through pop-up booths at existing events, using a “come to them” approach that meets residents where they already gather.

PROPOSED PROJECT SCHEDULE

The Michael Baker team is equipped to accommodate changes to the schedule, including adjustments to start or end dates, project duration, or the sequence of tasks. Since there is no targeted adoption date for the Parks and Recreation Master Plan, the team is proposing a nine-month project schedule.



LEGEND	
[Yellow bar]	Task Duration
[Orange bar]	Deliverable
[Red bar]	RPC= Recreation and Parks Commission Meetings
[Dark Red bar]	CC= City Council Meetings/Adoption

2. Approach in Delivering Services

PROJECT MANAGEMENT APPROACH

Contract Management – Michael Baker has assembled the resources and developed the procedures needed to properly execute this agreement. Members of the Michael Baker team have worked together extensively in the past, establishing a strong and well-functioning Project Team for these Master Plan projects. Our management approach is to efficiently complete the assignments within budget and on schedule with complete and transparent client coordination.

Managing Project Scope – Through open communication, documentation of the project goals and objectives in a concept plan and establishing a clear understanding of project deliverables at the outset, scope creep can be avoided throughout the execution of the project. Should out-of-scope work be requested or identified, the Project Manager will immediately notify the liaison staff in writing prior to performing the task. If approved, a formal technical and price proposal will be prepared and submitted.

Managing Project Costs – After an assignment is received, our Project Manager will establish a budget for the assignment in Michael Baker's Enterprise Resource Planning (Oracle ERP) system. The budget will be broken down as necessary into individual tasks (Work Breakdown Structure – WBS) to better track the expenditures on the assignment. In addition to tracking assignment budgets, the ERP system is used to capture timesheet charges and produce invoices on a monthly basis for each assignment. ERP has many reports, including the Project Management Report that allows a manager to view weekly updates to project charges against the established budget, see details on all charges, and provide expected budget variances based on calculated percent complete estimates for each task of an assignment. Through this vigilant weekly monitoring of expenditures combined with the monthly senior management Project Status Reviews, adjustments to the work plan can be made rapidly to keep the project on budget.

Managing Project Schedule – The Michael Baker team's overall effort will be controlled by following a detailed Critical Path Method' schedule driven' Work Plan. By understanding where critical and near-critical activities lie in the schedule (and where activities with substantial float exist), we can dedicate resources toward attacking production activities with the greatest overall schedule efficiency. The schedule will identify the total project duration from receipt of NTP to the submission of the final project deliverables. Major activities, durations, submission dates, required review times, interdependencies, and critical path items will be identified in this schedule. Michael Baker will review and update the project schedule on a regular basis and provide monthly updates with progress reports. When necessary, Michael Baker will develop and provide a recovery plan/schedule if unanticipated factors affect the originally planned project schedule.

Progress Reporting and Invoicing – Progress reports will include a summary of work completed in the previous month, work to be performed, actions/decisions required, and an updated project budget summary for the entire project that indicates the percent of work completed by task and overall. Michael Baker will submit invoices monthly, no later than the 15th of each month (or as requested), and we will comply with Invoicing Procedures.

The success of any project is dependent on clear, concise, and consistent communication between all members of the Project team. The Michael Baker team will be constructed of planners and engineers that have experience coordinating meetings and maintaining effective communication within the Project Team for analysis and design. While doing so, our approach is to continually strive to develop ways to deliver projects better, cheaper, and faster while adhering to the original goals and objectives.

Quality Control/Assurance Program – Michael Baker has a well-established and standardized company-wide Project and Quality Management Program called *Project Management - The Michael Baker Way*. *Project Management - The Michael Baker Way* serves to clearly define the process for which all projects are managed throughout Michael Baker. The ultimate objective is to improve project performance and product delivery excellence through better organization, tools and methods to monitor budgets, an emphasis on communication, and a structured approach to delivering quality. The key features of *Project Management - The Michael Baker Way* include:

- Improving project performance through consistency, organization, and efficiency.
- Defining project management processes for every project that are consistent yet scalable.
- Serving as a one-stop reference for forms, policies, references, and procedures.

- Leveraging existing best practices throughout Michael Baker, as well as referencing accepted and established practices from outside sources.
- Providing management tools, procedures, and references at the fingertips of project managers through a user-friendly, intuitive site.

PLANNING DOCUMENT PRODUCTION



- Graphically illustrated planning documents with custom branding for outreach
 - Storyboarding approach
 - Flexible for incremental review or cloud-based platform for real-time comment
 - Hard copy and digital version available



Michael Baker helps clients with branding and style guides for high profile planning documents. American Planning Association (APA) standards and reference documents including Planning Advisory Service (PAS) Reports that will guide the team's best practices and quality control standards.



Our team can create visual style guides based on client preferences and precedence studies of prior reports.

We Make a Difference

A key component to our delivery process is the Project-Specific Quality Management Plan (PSQPM). The PSQPM includes the following key items related to quality on the project: reference documents/design standards; deliverables and due dates; available project information and reference data; procedures for subconsultant management; quality control procedures for checking work products; quality assurance procedures; and project audit frequency procedures.

This process includes a newly developed, database-driven quality management system, which is a paperless tool for providing Michael Baker's project managers the ability to track their project's quality control and review process in real time. This system supports Michael Baker's commitment that no product goes to our clients until it has been checked and reviewed.

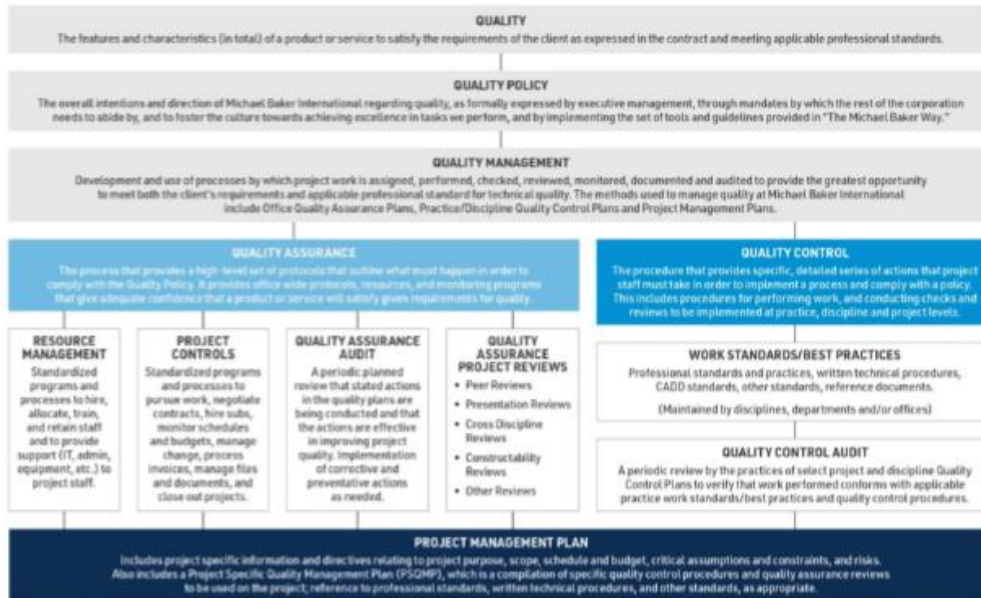
The assignment quality control process will be as follows:

- **Project Documentation** – All project files and email will be stored in Michael Baker's document management system. The server is backed up nightly to an off-site location and can be replicated in any Michael Baker office.
- **Calculations** – Design calculations (if applicable) will be saved in appropriate formats including spreadsheets and/or 3rd party computer programs.
- **Quality Control** – As work products are ready for an initial review, the originator of the product will prepare a request for a review in the Michael Baker Quality Management database. The selected qualified reviewer will receive an email from the system that the work product is ready for review. The reviewer will either print out the work product onto paper and mark it up with a red pencil or will use the mark-up tool in a PDF version of the product. The originator of the work product will then examine the reviewer's markups and address each one. They will have a discussion with the reviewer on the disposition of each mark-up.

Quality Assurance – The reviewed work product will be noted in the quality management system and the Project Manager will receive an email from the quality management system alerting them to the status of the work product. The Project Manager will perform a final review and quality assurance check of the work product before it goes to the City. The review will be documented in the quality management database. Before a submission is made to the City, our Project Manager will get a printout of the status

of the quality review of each component/deliverable and verify that the quality review has been performed. The deliverable will not be sent to the City until the QA/QC process is complete.

The exhibit below highlights in detail the Michael Baker Project-Specific Quality Management Plan



Methodology for Managing Delivery

Michael Baker's approach to managing the development of the Parks and Recreation Master Plan is grounded in disciplined project management, transparent communication, and structured quality control. Our methodology ensures that all tasks are delivered on time, aligned with City expectations, and fully supported by clear documentation. The Project Manager, Valerie Clarke, leads day-to-day operations, supported by subject-matter experts and a Principal-in-Charge, Richard Beck, who ensures strategic oversight and adherence to scope.

We begin each major task by confirming objectives, deliverable formats, and data needs. Progress is managed through milestone-based workflows, allowing the City to monitor progress, understand upcoming activities, and stay informed about potential risks or opportunities. Communication remains consistent through scheduled check-ins, written updates, and real-time access to the project work plan. Quality assurance is embedded at every key milestone through internal reviews that ensure alignment and traceability. Project status reporting is structured, predictable, and tailored for staff, Commission, and Council audiences. Altogether, this methodology provides Rialto with a well-coordinated, transparent, and reliable process from kickoff to final plan adoption.

AVAILABILITY OF STAFF

Our proposed staff are fully available to meet the needs of this project and will remain available to support the City throughout the entire project lifecycle. Supported by Michael Baker's robust network of multi-disciplinary planners, landscape architects, engineers, GIS professionals, and related technical experts, the team is prepared to assign additional resources as project needs evolve. This level of flexibility is made possible by our extensive in-house staff of hundreds of professionals across these disciplines. Our work spans visioning and community engagement, design development, concept planning, master planning, site planning, sustainable design, computer simulations, planting and irrigation design, renderings, construction documentation, land use planning, cost estimating, design guidelines, maintenance manuals, and construction administration. Michael Baker is able to respond quickly to requests for additional services, including preparation of cost proposals and deployment of supplemental staff resources, typically within one week, depending on the scope and complexity of the request.

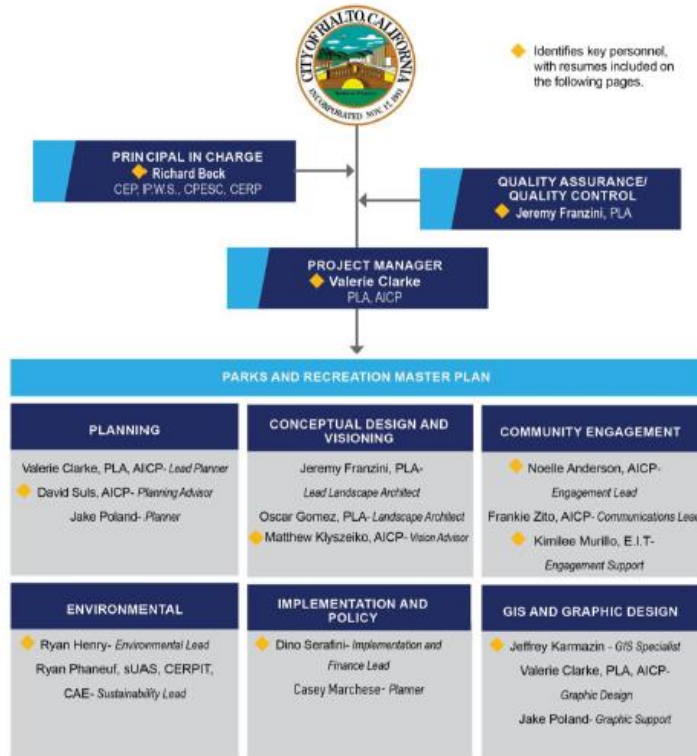


EXHIBIT “B”

“SCHEDULE OF COMPENSATION”

Upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Ninety-Six Thousand Dollars and Zero Cents (\$196,000.00)** (the “Contract Sum”). The Contract Sum may also be increased for additional services pursuant to Section 1.9.

Role	Project Manager	PIC	QA/QC	Enviro. Lead	Engage. Lead	Landscape Architect	Implement. and Finance Lead	Planning Advisor	Vision Advisor	Engage. Support	Sustain. Lead	Planner	Planner	Comms. Lead	GIS Specialist	Trans. Services		
Staff Name	Valerie Clarke	Richard Beck	Jeremy Franzini	Ryan Henry	Noelle Anderson	Oscar Gomez	Dino Serafini	David Suls	Matthew Klyazoko	Kimilee Murillo	Ryan Phaneuf	Jake Poland	Casey Marchese	Frankie Zito	Jeffrey Kamazin	Various		
Hourly Rate	\$191	\$358	\$271	\$291	\$184	\$171	\$199	\$219	\$284	\$179	\$160	\$131	\$121	\$146	\$113	\$162		
Task 1 Project Administration																	\$25,420	
Task 1.1 Project Work Plan and Schedule	4		4									5					\$2,500	
Task 1.2 Project Kick-Off Meeting	5		2		2							10					\$3,172	
Task 1.3 Ongoing Coordination and Review Meetings	30		10	5	5							20					\$13,415	
Task 1.4 Project Management and Quality Control	10	2	10					2	2								\$6,333	
Task 2 Data Collection and Existing Conditions Analysis																	\$40,944	
Task 2.1 Parks, Facilities, and Trails Inventory	50					20						60			20		\$23,079	
Task 2.2 Demographic, Socioeconomic, and Land Use Analysis							5				15		10				\$4,602	
Task 2.3 Programs and Service Delivery Assessment	10					5				10							\$5,866	
Task 2.4 Benchmarking and Standards Review											10		15				\$3,561	
Task 2.5 Outline draft	10	2															\$3,836	
Task 3 Community Engagement																	\$47,383	
Task 3.1 Community Outreach Strategy	2				5									5			\$2,033	
Task 3.2 Branding	2				5												\$1,301	
Task 3.3 Workshops	15				30	20				20		20		10			\$19,475	
Task 3.4 Community Survey					10							20		5			\$5,192	
Task 3.5 Focus Group Outreach	8				10	8				8		8					\$7,218	
Task 3.6 Community Feedback Analysis					10									15			\$4,035	
Task 3.7 Spanish translation																50	\$8,100	
Task 4 Needs Assessment and Strategic Recommendations																	\$33,189	
Task 4.1 Current and Future Needs	2						20						10				\$5,573	
Task 4.2 Equity, Sustainability, and Operations Strategies	2			5				10	10		10	10					\$9,771	
Task 4.3 Prioritization Framework	5											15					\$2,918	
Task 4.4 Conceptual Improvements and Design Guidance	5		20			50											\$14,928	
Task 5 Implementation and Funding Strategy																	\$20,297	
Task 5.1 Implementation Plan	2	2	2				20	2	2			10	5				\$8,539	
Task 5.2 Cost Estimates and Funding Options	2		2				20	2	2			10	5				\$7,823	
Task 5.3 Performance Metrics and Monitoring	2		2					2	2			10	5				\$3,846	
Task 6 Plan Alignment, Documentation, and Adoption																	\$18,649	
Task 6.1 Plan Alignment													15				\$1,822	
Task 6.2 Draft and Final Master Plan Preparation	20	2				10						30			30		\$13,568	
Task 6.3 Presentations and Adoption Support	10		5														\$3,258	
TOTAL HOURS	196	8	57	10	77	113	65	18	18	38	35	253	60	35	50	50		
LABOR COSTS BY TASK	\$37,347	\$2,862	\$15,424	\$2,906	\$14,166	\$19,353	\$12,925	\$3,938	\$5,118	\$6,819	\$5,585	\$33,146	\$7,289	\$5,122	\$5,664	\$8,100		
																	SUBTOTAL	\$185,763
																	OTHER DIRECT COSTS (ODC)	\$10,237
																	TOTAL COST	\$196,000

Other Direct Cost	
Description	Total
Boards and supplies for Community Engagement	\$2,307
Travel for Community Engagement	\$3,000
Field Work	\$4,000
Office supplies, prints, photography, etc.	\$300
Total (Other Direct Cost)	\$10,237

EXHIBIT “C”

“SCHEDULE OF PERFORMANCE”

The Term of this Agreement is One (1) Year, commencing on the Effective Date (“Term”) unless earlier terminated in accordance with Article 7 of this Agreement. Consultant shall complete the services within the Term of this Agreement and shall meet any other established schedules and deadlines, as identified in the Schedule of Performance, Exhibit “C”.