

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **12th** day of **June, 2025**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and **Berry, Dunn, McNeil & Parker, a Limited Liability Company**, with its principal place of business at **4722 North 24th Street, Phoenix, AZ 85016** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Strategic Planning Services
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from June 12, 2025, to June 30, 2026, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor

basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Seth Hedstrom, Project Principal; Michelle Kennedy, Engagement Manager and Facilitator; Maddison Powers Spencer, Project Manager and Facilitator**

3.2.5 City's Representative. The City hereby designates **Anthony J. Mejia, City Clerk**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Seth Hedstrom**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this

Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. 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 herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action

are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of

employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance.
Reserved.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall “follow form” to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- (F) Fidelity Coverage. Reserved.
- (G) Cyber Liability Insurance. Reserved.

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City’s Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they

include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful

requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **one hundred twenty-eight thousand nine hundred dollars (\$128,900)** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Travel Expenses. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for Consultant. Travel in business class, first class or any category on any flight above the coach/economy level will not be reimbursed.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 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 16000, 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete

and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Berry, Dunn, McNeil & Parker, LLC
4722 North 24th Street
Phoenix, AZ 85016
ATTN: **Seth Hedstrom, Project Principal**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Anthony J. Mejia, City Clerk**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and

all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days

after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND BERRY, DUNN, MCNEIL & PARKER, LLC**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

**BERRY, DUNN, MCNEIL & PARKER, A
LIMITED LIABILITY COMPANY**

By: _____
Chris Escobedo
Interim City Manager

By: _____
Seth Hedstrom
Project Principal

Attest:

By: _____
Anthony J. Mejia
City Clerk

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contract QC: _____

Insurance: _____

Initial Review

Final Approval

Contract No. _____

EXHIBIT “A”

SCOPE OF SERVICES

See following pages

Exhibit “A”

3. Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

Figure 5 presents an overview of our work plan intended to achieve the City's goals and objectives for this important initiative.



The North Star Vision

An organization's North Star Vision serves as a unifying focal point for long-term achievement. It must be clear enough for stakeholders to know what they are working toward and how to get there. Stakeholders must see their role in this vision and believe in the organization's dream, as they will play a vital role in executing on it.

Figure 5: Work Plan Overview



Our proposed work plan is described in full detail below and on the following pages.

Phase 1: Project Initiation and Management

1.1 Prepare for and conduct an initial virtual project planning meeting. Upon conducting background research to gain more familiarity with the City, we will conduct initial project planning with the City's project team to identify project milestones and expectations for stakeholder engagement in the strategic planning process. We will introduce key team members, clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the City, as well as our approach to scope, risk, and resource management. We will also review possible formats for the Final City of Palm Desert Strategic Plan. These discussions will help us to refine our currently proposed Project Work Plan and Schedule.

1.2 Request and compile documents and data. We will request and compile documentation and data to help us better understand the current environment and inform engagement activities. Examples include:

- Key performance metric data
- Relevant community initiatives
- Regional stakeholder strategic plans
- Previous employee and community surveys
- Program descriptions and data

Phase 2: Engagement and Strategic Analysis

2.1 Identify key stakeholders and stakeholder groups to include in the process and develop a framework and engagement strategy. We will assist the City in developing a framework and engagement strategy, first compiling a list of stakeholders and stakeholder groups we should engage in this process and the best methods to leverage to engage them. The strategy will also include developing communications and messaging to build awareness for the process, its intended outcomes, and opportunities for stakeholders to get involved, as well as to keep City Council, City staff, and community stakeholders informed about the strategic planning process and options for the future. We will review messaging and communications with the City's project team before finalizing and working with the City's project team to distribute them.

2.2 Develop a communications strategy. We will develop engagement plans for internal and external stakeholders. Working collaboratively with the City's communications staff, we will develop a communications strategy to promote transparency, information-sharing, participation, and buy-in for the strategic planning process. We will be mindful of stakeholders' needs and preferences when developing this strategy in an effort to be inclusive and welcoming of their engagement in this process. We will support the City in creating a plan that has broad community engagement and train and support City staff in executing this engagement plan.

2.3 Coordinate stakeholder engagement logistics. We will coordinate stakeholder engagement logistics for community forums, stakeholder roundtable meetings, pop-up events, steering committee visioning, and interviews. This will include scheduling and handling the details for alternative community engagement activities such as meetings-in-a-box, pop-up events, listening cafes, interactive workshops, and virtual platforms. There is a highly interactive piece to this with the use of Social Pinpoint and technology to engage a wide variety of stakeholders internal and external to the City. Some options will be in-person and some will be virtual.

2.4 Develop a project kickoff presentation and facilitate project orientation meetings. We will develop a kickoff presentation to support project orientations held for City's Steering Committee, leadership, City project team, and staff. The presentations will introduce participants to the BerryDunn team, our approach and methodologies, project goals and objectives, the anticipated timeline, and how we intend to involve them and others in the process and the development of the Final City of Palm Desert Strategic Plan. We will review communications and the kickoff presentations with the City's project team in a Biweekly Project Status Meeting before finalizing and distributing the final versions.

2.5 Develop the City's Social Pinpoint site. We will use tools and technology that will help to encourage collaboration with the City and its stakeholders. One of these tools, a virtual engagement platform called Social Pinpoint, will be customized to encourage community engagement in the strategic planning process and to gain broad stakeholder input that will be used to inform development of the Final City of Palm Desert Strategic Plan. We will work in collaboration with the City to help ensure its landing page is built thoughtfully and speaks to its culture. Additionally, within this landing page, City stakeholders will have access to an idea wall and other engagement tools that will help gather information related to the City's current environment and the community's desired vision for the City's future.

This will include an employee engagement survey to ask what employees want in the future as well as reviewing and refining priorities and proposed projects. This engagement will involve gathering thorough feedback through focus groups and meetings to help ensure staff input is effectively integrated into the strategic planning process.

2.6 Review and analyze City-provided documents and data. We will review and analyze the documents and data requested in Task 1.2. This will be used to help us produce an Initial Environmental Scan and Strategic Analysis that will inform engagement activities.

Proposed Method to Accomplish the Work

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Phase 1: Project Initiation and Management

- Past internal and external assessments
- Past strategic plans and associated material, including the City's existing Strategic Plan of 2013 - 2033
- Other existing planning and policy documents, organizational charts, staffing, and budgeting details
- Data from any previous community and stakeholder engagement efforts that are relevant to development of the Final City Strategic Plan
- Demographic, economic, and community data and forecasted trends from the U.S. Census Bureau, the U.S. Bureau of Labor Statistics, American Community Survey, U.S. Department of Education, Centers for Disease Control and Prevention, the Opportunity Index, and other state and local data sources

Once provided, we will review the documentation and data to help us produce an Environmental Scan and Strategic Analysis that will inform engagement activities.

1.3 Develop a Project Work Plan and Schedule. Based on the information gathered from our initial project planning meeting and document and data review activities, as well as from those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline the tasks and timelines for the strategic planning process. The Project Work Plan and Schedule will also include agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will facilitate a videoconference with the City's project team to review the drafts and solicit feedback. This videoconference will introduce the City's project team to our document review process and provide an opportunity for the City to share input on a critical step in the process. We will incorporate the City's feedback and finalize the documentation before distributing it in final form.

▲ Deliverable 1 – Project Work Plan and Schedule

1.4 Conduct Biweekly Project Status Meetings. Our project manager and facilitator, Maddison Powers Spencer, will conduct Biweekly Project Status Meetings with the City's project manager on an ongoing basis throughout the strategic planning process. We will use these meetings to describe the activities and accomplishments for the reporting period; plans for the upcoming month; risks or issues encountered during the reporting period; and anticipated problems that might impact project deliverables. We will also use these meetings to highlight any work products and approaches that will contribute to deliverable development.

▲ Deliverable 2 – Biweekly Project Status Meetings

1.5 Monthly Steering Committee Meetings. We will conduct Monthly Steering Committee Meetings to inform involved participants of the activities and accomplishments for the reporting period and plans for the upcoming month. These meetings will also serve as an opportunity for stakeholders to ask questions, gain clarity, and buy into project progress. We will also use these meetings to highlight any work products and approaches that will contribute to deliverable development.

▲ Deliverable 3 – Monthly Steering Committee Meetings

Proposed Method to Accomplish the Work

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Phase 2: Engagement and Strategic Analysis

2.7 Review current strategic plan. We will conduct meetings with current department heads, staff, and the City Manager's office to understand what worked well, what could be improved, the areas that were accomplished, and the areas that need more support. We will provide the City with a document that analyzes and supports the growth the City seeks for the future. We will review the draft of the Current State Report with the City's project team before updating it to final done as part of Biweekly Project Status Meetings.

▲ Deliverable 4 – Current State Report

2.8 Conduct initial interviews. We will interview key individuals identified by the City including individual and group interviews and focus groups with the City's elected officials, senior leadership, key staff, and community stakeholders, as appropriate, to thoroughly review and assess services and the needs of the community. These interviews will be a mix of in-person and virtual. They will be guided by previously developed questions and protocols. Working with these diverse stakeholder groups, we will help ensure alignment and cohesion for the City's strategic direction, as well as generate excitement, promote consensus and buy-in, and encourage participation and involvement in the process.

2.9 Conduct community forums. We will conduct three community forums at various times of the day for maximum engagement. By conducting forms in the morning, mid-day, and evening hours so we can accommodate more schedules and reach a broader range of residents.

2.10 Synthesize information gathered and develop a draft Initial Environmental Scan. We will synthesize information gathered through quantitative and qualitative research, document and data review, Social Pinpoint, and leadership and stakeholder interviews to develop an Initial Environmental Scan and Strategic Analysis. The format will be a highly visual and compelling slide deck and will be used to inform the upcoming community forums and strategic planning sessions. The presentation will provide an overview of the City's current environment; a detailed strengths, weaknesses, opportunities, and challenges analysis (SWOC); and discovery outcomes. This will be presented to the City's project team to solicit input and gain consensus.

2.11 Present the draft Initial Environmental Scan. Buy-in and consensus throughout the strategic planning process is critical to making future progress on the City's Strategic Plan. This presentation will provide the City Steering Committee with clarity with regard to the status of the City's current environment and shine a light on opportunities to improve and make progress toward its North Star vision. In this meeting, we will answer any questions and collect suggested edits for inclusion. This will also be presented to City project team as part of Biweekly Project Status Meetings. We can also present the Environmental Scan to the Steering Committee (done as part of Biweekly Project Status Meetings in D2).

▲ Deliverable 5 – Initial Environmental Scan

2.12 Update Environmental Scan and Strategic Analysis to final. We will develop the Final Environmental Scan and Strategic Analysis to include findings from the interviews, events, and community forums. This analysis will include identifying successes, areas for improvement, and opportunities for innovative approaches. We will present the Final Environmental Scan and Strategic Analysis to the City's project team done as part of Biweekly Project Status Meetings. In addition, we can present it to the steering committee as part of the Monthly Steering Committee Meetings (done as part of Biweekly Project Status Meetings in D2).

▲ Deliverable 6 – Final Environmental Scan and Strategic Analysis

Proposed Method to Accomplish the Work

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Exhibit "A"

Phase 3: Strategic Plan Development

3.1 Develop the meeting design and agendas for strategic planning sessions 1 and 2. We will design and develop agendas for strategic planning sessions 1 and 2. Each session's design and agenda will guide strategic planning progress and will include a presentation of the Final Environmental Scan and Strategic Analysis to provide participants with a shared understanding of the current environment, the trends that are affecting it, opportunities for the future, and key takeaways from engagement activities. Each in-person session will focus on building consensus and refining the strategic priorities identified, as well as the City's vision and key results. We will review the meeting designs and agendas for each session with the City's project team before updating them to final.

3.2 Facilitate strategic planning session 1. Strategic planning session 1 will focus on refining the City's vision, mission, values, strategic priorities, and goals with the City leadership. This session will be guided by the previously developed meeting design and agenda, as well as the Final Environmental Scan and Strategic Analysis. We will use the ICA ToP® facilitation methodology, designed to produce group consensus. We will document the outcomes of this session to review with the City's project team and plan for next steps.

3.3 Facilitate strategic planning session 2. Strategic planning session 2 will be conducted with City leadership and staff and will focus on refining strategic objectives and actions and performance measures. It will be guided by the previously developed meeting design and agenda, outcomes of strategic planning session 1, and the Final Environmental Scan and Strategic Analysis. We will document outcomes of this session and review with the City's project team.

3.4 Finalize objectives and performance measures. With the workshops and outcomes of strategic planning sessions 1 and 2, we will work with the City's project team to finalize objectives and performance measures. The measures will be quantifiable in terms actual progress made toward meeting the objectives and appropriate as it relates to the City's size, operations, management, and systems. We will document outcomes, as well as a process and schedule for progress reporting and performance evaluation to help ensure effective tracking and monitoring.

3.5 Develop and present the Initial City of Palm Desert Strategic Plan Draft. We will develop the Initial City Strategic Plan Draft in an agreed-upon format for the final document. This plan document will include an executive summary, as well as a detailed plan that identifies the City's shared vision, mission, guiding principles, strategic priorities, goals, objectives, and performance measures.

We will apply Government Finance Officers Association (GFOA) Strategic Planning Best Practices checklist to help ensure the City's plan meets GFOA requirements, which will include timetables for achievements and may include measurable goals. The draft Strategic Plan will be grounded in a realistic assessment of staff and funding capacities based on input from the executive team and staff. We will also make resource adjustment recommendations for successful implementation. We will review plan the draft with City project team and incorporate input.

We will review this draft with the City's project team and prepare a presentation to present the Initial City Strategic Plan Draft to City leadership in a work session done as part of the Biweekly Project Status Meetings. In addition, we will present the Strategic Plan to the steering committee as part of the Monthly Steering Committee Meetings.

3.6 Conduct work sessions to refine strategic direction and performance measures. We will conduct virtual work sessions with the City's project management team and inter-departmental working groups to refine strategic objectives and performance measures to integrate with the City's budget development process. We will align funding allocations for staffing resources and capital investments and identify persons responsible for implementing strategic objectives and tracking performance.

Proposed Method to Accomplish the Work

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Phase 3: Strategic Plan Development

3.7 Present the Draft Plan to the City Council. Once the Strategic Plan is drafted, we will prepare a presentation of the Initial City Strategic Plan Draft. We will present the plan in person to the City Council. As we refine the presentation, we will present the presentation to the City's project team and steering committee to provide feedback and make any final changes to the presentation before the City Council work session. These tasks will take place as part of our Biweekly Project Status Meetings and Monthly Steering Committee Meetings. The work sessions with the City Council will be an opportunity for input before updating the draft plan to final.

▲ Deliverable 7 – Initial City of Palm Desert Strategic Plan Draft

3.8 Discuss final plan design. We will meet with the City's project team to discuss the design of the Strategic Plan and decide on a format, including a visually appealing and graphically designed plan that can be posted on the City's website and integrated into dashboards. We will then prepare a final version of a graphically designed draft Strategic Plan that incorporates any City Council-requested changes.

3.9 Prepare Implementation Roadmap. We will prepare an Implementation Roadmap and conduct an implementation planning orientation meeting with City staff. As needed, we offer the option to also present the roadmap to the City Council.

3.10 Present Final Strategic Plan. We will present the Final City of Palm Desert Strategic Plan to the City Council for adoption at a regular City Council meeting. The final report will deliver a thorough and user-friendly Strategic Plan document that effectively communicates the City's vision and priorities. We will develop visually engaging and accessible digital presentations tailored for stakeholders and public outreach.

▲ Deliverable 8 – Final City of Palm Desert Strategic Plan

Phase 4: Implementation Action Planning and Performance Management

4.1 Develop and customize an implementation action plan. We will develop an Implementation Roadmap that will identify resources, partners, department and division leads, anticipated timelines, interdependencies, actions, and other information to help enable the plan implementation and progress reporting process. This will be customized to the City's needs and will serve as a tool to delegate responsibilities, track progress, and assist in the overall longevity and sustainability of the Final Mayor and City Council Strategic Plan.

4.2 Facilitate implementation action plan development meetings. We will conduct meetings with City departments and leadership to support action items for the Implementation Roadmap to help ensure the Strategic Plan is in alignment with the budget. We will deliver a detailed Implementation Roadmap with timelines, measurable outcomes, and accountability structures.

4.3 Develop strategic plan progress reports. We will develop regular update reports, including monthly, quarterly, and annual, that track the City's goals, metrics, and progress in a clear and transparent manner. These reports will be presented as a companion report that is graphically designed to match the final strategic plan. This task will also include communication activities and messaging to the City staff and community. We will review the reports and implementation action plan with the City project team during our Biweekly Project Status Meetings before updating to final.

Phase 4: Implementation Action Planning and Performance Management

4.4 Develop organizational process improvement methodology and framework. We will work with the City to develop an organizational process improvement methodology and framework using change management principles, such as the Prosci® change management methodology and Process Improvement Champions, to assist in the implementation of the City's Strategic Plan. This will include identifying what changes the organization will need to make to successfully implement the finally adopted Strategic Plan.

▲ Deliverable 9 – Implementation Roadmap and Reports

EXHIBIT "B"

SCHEDULE OF SERVICES

The Consultant shall provide the services described in Exhibit "A" in accordance with the following schedule:

4. Anticipated Schedule

Below, in Figure 6, we highlight our proposed project schedule for the City's requested work effort. We are happy to adjust this schedule to best accommodate the City's needs, as appropriate. It should be noted that ongoing status reports and monthly meetings with the steering committee will remain consistent throughout the project.

Figure 6: Anticipated Schedule



EXHIBIT "C"

COMPENSATION

Fee Proposal

Our proposed fixed-fee services cost to complete the City's desired project is broken down by phase in Table 1. Our costs are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable is based on the City's signed acceptance. That said, the City will not incur any additional costs associated with the process of reaching deliverable acceptance.

We will utilize our hybrid methodologies through collaborative planning with the City to limit travel expense to the City as appropriate.

Table 1: Cost by Project Phase

Phase	Fixed-Fee Services Cost
Phase 1: Project Initiation and Management	\$19,500
Phase 2: Engagement and Strategic Analysis	\$49,400
Phase 3: Strategic Plan Development	\$30,700
Phase 4: Implementation Action Planning and Performance Management	\$19,800
Total Fixed-Fee Services Cost	\$119,400
<i>Travel expense estimated allocation*</i>	\$9,500

**This travel expense allocation represents our best estimate to provide a hybrid approach to service delivery. We would be happy to further discuss and refine this estimate with the City. While our services are proposed as a fixed fee, we propose to only invoice the City for actual travel expenses incurred.*

Hourly Rates

Table 2 presents our team members' hourly rates by position. These rates were used to calculate the fixed-fee price proposal outlined in Table 1.

Table 2: Team Member Hourly Rates

Team Member	Project Role	Hourly Rate
Seth Hedstrom	Principal	\$425
Michelle Kennedy	Engagement Manager and Facilitator	\$275
Maddison Powers Spencer	Project Manager and Facilitator	\$250
Jen Ferguson	Facilitator	\$250
Karen Whichard	Facilitator	\$250
Bailey Dickinson	Research Analyst	\$160