
REQUEST for PROPOSALS for
Program Participant Demographic Study and Analysis
for the East Bay Regional Park District



Released Monday, February 28, 2022

Extension of Proposal Deadline Issued Friday, March 25, 2022

Proposals are due by 5:00pm PDT on Friday, April 15, 2022
(following an extension from the original due date of March 18, 2022)

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NOTICE REQUESTING PROPOSALS

NOTICE IS HEREBY GIVEN THAT THE EAST BAY REGIONAL PARK DISTRICT (District) has **extended** the timeline for this Request for Proposals. Proposals are now due by 5:00pm PDT on Friday, April 15, 2022.

NOTICE IS HEREBY GIVEN THAT THE EAST BAY REGIONAL PARK DISTRICT (District) will receive proposals for consulting services to conduct a demographic study and analysis of program participants engaging with the agency. The purpose of this study is to examine the distribution of participant enrollment and demographics including but not limited to gender, ethnicity, income, and age.

PROJECT DESCRIPTION

The District is seeking proposals from experienced, reputable, and qualified professionals who wish to enter into a contract with the District to provide consulting services for demographic study and analysis of participants who engage in programs provided and hosted by the East Bay Regional Park District.

PROPOSALS

All proposals must be complete and submitted on time. The accepted proposal(s) will be included as part of the specifications and conditions of the final agreement(s). Bidders must be prepared to make all determinations of feasibility necessary to complete the proposal.

The District reserves the right to reject any and all proposals, to modify the terms of the Request either before or after the deadline for submission of proposals, to negotiate with one or more of the submitters, to call for additional proposals, to refrain from accepting any proposal, or to elect to perform work in only part of the project area. All proposals become the property of the District and are subject to public disclosure laws.

Proposals shall be submitted with attachments and shall conform to the requirements set forth in these instructions. Award of this Contract will be based on the most qualified bidder(s) and the best value to the District, as indicated by several selection criteria, including the consultant's qualifications, the quality of the proposal, and the work cost estimates. The District will carefully investigate each submitter's qualifications, background, and experience in having performed demographic studies and analyses. Further details are in the "Proposal Format and Requirements" and "Selection Criteria" sections in this Request for Proposals.

All proposals shall remain undisclosed until a successful bidder is identified or, if all proposals are rejected, after rejection of all such proposals. Following that date, all proposals shall be subject to review and shall be deemed public record.

REQUEST for PROPOSALS

Program Participant Demographic Study and Analysis

I. Introduction

The East Bay Regional Park District (District) is a system of beautiful parklands and trails in Alameda and Contra Costa counties to the east of San Francisco. The system comprises nearly 125,000 acres in 73 parks, including over 1,250 miles of trails and 55 miles of shoreline. We acquire, manage, and preserve natural and cultural resources for all to enjoy now and into the future. Our parks are ideal for healthful recreation and environmental education. We invite you to enjoy diverse activities, such as, hiking, biking, horseback riding, guided walks, picnicking, camping, fishing, boating, and nature study in our parks.

I.2 Mission Statement

The East Bay Regional Park District preserves a rich heritage of natural and cultural resources and provides open space, parks, trails, safe and healthful recreation, and environmental education. An environmental ethic guides the District in all of its activities.

I.3 Vision Statement

The District envisions an extraordinary and well-managed system of open space parkland in Alameda and Contra Costa counties, which will forever provide the opportunity for a growing and diverse community to experience nature nearby.

To achieve this Vision the District will:

- Provide a diversified system of regional parklands, trails and related services that will offer outstanding opportunities for creative use of outdoor time.
- Acquire and preserve significant biologic, geologic, scenic, and historic resources within Alameda and Contra Costa counties.
- Manage, maintain, and restore the parklands so that they retain their important scenic, natural, and cultural values.
- Interpret the parklands by focusing educational programs on visitors' relationship to nature, natural processes, ecology, the value of natural conditions and the history of the parklands.
- Balance environmental concerns and outdoor recreational opportunities within regional parklands.
- Support the development and retention of well-trained, dedicated, and productive employees.
- Improve access to and use of the parks by members of groups that are underrepresented, such as persons with disabilities, the economically disadvantaged, and elderly park visitors.

- Provide recreational development that fosters appropriate use of parklands while preserving their remoteness and intrinsic value.
- Create quality programs that recognize the cultural diversity represented in the region.
- Participate in partnerships with public agencies, nonprofit organizations, volunteers, and the private sector to achieve mutual goals.
- Provide leadership to help guide land use decisions of East Bay governments that relate to the District.
- Ensure open and inclusive public processes.
- Pursue all appropriate activities to ensure the fiscal health of the District.
- Monitor the effects of climate change on District resources and utilize adaptive management techniques to adjust stewardship methods and priorities to preserve the natural, cultural, and scenic values of the parks and trails.

1.4 Background

Annual visitation for the District is about 25 million. However, due to the COVID-19 Pandemic visitation increased substantially to as much as an additional 30% or 7.5 million! The District provides programs and services through various divisions and departments.

The District is seeking a professional research firm or candidate to conduct a demographic study and analysis of program participants engaging with the agency. The purpose of this study is to examine the distribution of participant enrollment and demographics including but not limited to gender, ethnicity, income, and age.

The District would be interested in utilizing demographic information to evaluate the continued effectiveness of its community engagement and outreach to best ensure balanced and equitable enrollment of program participation throughout the District.

The District invites all interested and qualified firms to submit a proposal for demographic analysis services to the District in response to this Request for Proposals (RFP).

In 2013, the Board of Directors adopted a Master Plan for the District, and in it identified specific challenges and priorities regarding changes in District demographics. District management and staff have since been implementing public outreach initiatives outlined within the Master Plan. This Master Plan can be located here <https://www.ebparks.org/master-plan> and excerpts specific to District priorities and public outreach activities practiced by the District are included in this RFP as Attachment A.

Most recently, the District adopted a resolution denouncing racism and standing in solidarity with black people and all people of color. This resolution is included in the RFP as Attachment B. Annually, the District also tracks specific performance metrics related to program delivery toward traditionally underserved communities as identified in the District's operating budget, which can be located here <https://www.ebparks.org/public-info/budget>.

2. Scope of Services

The successful candidate's scope of work shall include, but not be limited to, the following list of services:

Analysis

- An analysis of the most recent demographic information and housing trends within the District, including an analysis of households with and without children.
- A forecast of population, house income/poverty, and household growth in the District from 2021 through 2031.

Review of Methodology

- A review of current methodologies for data collection and recommendations for improvement (e.g. is the District collecting data in a statistically-sound manner, what is a significant 'N' value, how long should information be collected?)
- Where can methodology be improved? What are the baselines and what are the assumptions?

Merging Data Currently Collected

- If possible, candidate should aggregate data from multiple data sources:
 - ACTIVE Net
 - Regional Parks Foundation
 - Samaritan Technologies
 - GIS layers
 - U.S. Census Bureau
- Provide recommendations for other data collection sources (e.g. community surveys, in-park intercept surveys, etc.)

Evaluation and Recommendations

- Provide comparison to similar agencies
- Evaluate methodologies and how they may be improved
- Provide recommendations as to how best to expand data collection
- How to aggregate data and best areas to capture information moving forward
- Provide a framework or tool to how to continue to capture data and present findings in an annual report

Deliverables

- Provide a document of recommendations (Evaluation/Assessment)
- Examples for data collection (survey, etc.)
- Software recommendations
- Communication gathering
- Annual report template

3. Proposal Format and Requirements

The Proposal should include information regarding the candidate's experience and approach relating to the Scope of Services. A candidate's submission must include the following:

Letter of Transmittal: A one-page Letter of Transmittal signed by an owner, officer, or authorized agent of the firm or organization, acknowledging, and accepting the terms and conditions of this RFP. In its letter, the candidate should identify why the candidate or firm is interested in working with the District and how the candidate could assist the District in meeting its goals. The Letter must contain a commitment to provide both the services described herein and the personnel proposed for the assignment. The Letter of Transmittal should identify all addenda received by the candidate. Joint Ventures require signatures from all parties participating in the Venture.

Executive Summary: The Executive Summary is intended to highlight the contents of the submission and to provide the District with a broad understanding of the candidate's technical approach and ability.

General Information:

- Name, address, and telephone of candidate or firm including involvement in industry organizations
- Name and title of contact person
- Name of officers in firm and an organizational chart, if applicable
- Brief history of candidate or firm
- Additional information that the candidate feels is a unique qualification and is of direct benefit to the District

Project Staffing: The education, training, and qualifications of the proposed project staff.

Experience and References:

- Profile four (4) to six (6) clients and/or projects specifically related to the District's identified needs related to the Scope of Services that have been performed within recent years.
- List three (3) professional references with whom the candidate has worked in the past twelve (12) months. Submit company name, contact person, and phone number.

Cost: The total cost of the services to be provided under the Proposal and a detailed explanation of those costs.

Representative Sample Work Products: The Proposal should also include a recent representative sample work product.

3.1 Proposal Submission

Proposals are due by April 15, 2022 at 5:00 p.m. PDT. Timely delivery is at the risk of the candidate firm. Any submissions received after the deadline will be rejected. All submittals must be via electronic copy via e-mail; no printed or bound copies will be accepted. Proposals must be **e-mailed** to:

Anne Kassebaum, Chief of Interpretive and Recreation Services *care of* Andrea Jones, Senior Administrative Specialist at acjones@ebparks.org.

Proposals should clearly be labeled “**Request for Proposals – Program Participant Demographic Study and Analysis for the East Bay Regional Park District**” along with the name of the candidate or firm.

Submittals via a file-sharing service (such as Google Docs or DropBox, etc.) may be accepted; however, these submissions must be communicated and arranged in advance of the submission deadline to ensure file compatibility, access to the proposal in its entirety, and complete receipt of proposal.

3.2 Proposal Schedule

The following is the proposed schedule for the selection of firms:

- ~~February 28, 2022: Issuance of Request for Proposals~~
- ~~March 9, 2022: Last Date to Submit Questions or Clarifications~~
- ~~**March 18, 2022: Deadline for Submissions**~~
- ~~April 1, 2022: Successful Short Listed Firms Identified~~
- ~~Week of April 11, 2022: Interviews and Ranking of Short Listed Firms~~

Revised schedule:

- March 25, 2022: Notice of Extension of Proposal Deadline
- April 6, 2022: Last Date to Submit Questions or Clarifications
- **April 15, 2022: Deadline for Submissions**
- April 29, 2022: Successful Short-Listed Firms Identified
- Week of May 9, 2022: Interviews and Ranking of Short-Listed Firms

3.3 General Terms and Conditions

All costs associated with developing or submitting a Proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the candidate or firm. The District assumes no responsibility for these costs. This RFP does not commit the District to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.

This RFP does not commit the District to enter into a contract. The District reserves the right to award one, more than one, or no contract(s) in response to this RFP. The District reserves the right to waive informalities and irregularities in the submissions of proposals received. The District also reserves the right to terminate this RFP and reissue a subsequent solicitation and/or remedy technical errors in the RFP process.

The purpose of this RFP is to identify an experienced candidate or firm with the best combination of qualifications. The contract, if awarded, will be awarded to the candidate or firm whose submission is deemed most advantageous to the District, as determined by the Interview Committee upon the approval of the Board of Directors. The District reserves the right to contact any candidate or firm for clarification or interviews or to negotiate if such is deemed desirable by the District.

Any and all materials submitted regarding this RFP shall become the property of the District. The District reserves the right to contact references listed in a candidate or firm's submission for information, which may be useful to the District in evaluating candidate firms.

3.4 Candidate or Candidate Firms' Inquiries and Addenda

Any questions or concerns regarding this RFP shall be **e-mailed** to:

Anne Kassebaum, Chief of Interpretive and Recreation Services **care of** Andrea Jones, Senior Administrative Specialist at acjones@ebparks.org.

Any responses to questions or changes in this RFP shall be posted on the District's website as an addendum. Candidate or firms must acknowledge addenda received as part of their submissions. Oral and other interpretations or clarifications will be without legal effect. All potential candidate firms are prohibited from making any contact with District staff or the Board of Directors with regard to this RFP other than to the Chief of Interpretive and Recreation Services as designated herein.

4. Selection Criteria and Process

The primary factor in determining the successful firm will be the candidate or firm's ability to provide the services described in the Scope of Services. The District will base its evaluation on responses to this Request for Proposals, oral interviews, and references. In addition, the District will consider costs in the event of significant cost differences between candidates or firms with similar Proposals. The District anticipates inviting selected candidates or firms to oral interviews following an initial evaluation of Proposals submitted. Those interviews can be conducted using an electronic communication/meeting platform such as Zoom or Microsoft Teams.

The Screening Committee shall determine the selection of respondents for the interview process by reviewing the Proposals of the candidate or firms based on the responses to the RFP. A short list will be developed, and those candidates or firms will be invited to present before the Interview Committee.

The Interview Committee will make a recommendation to the Board of Directors on the chosen candidate or firm upon completion of the interview process. The Interview Committee may force rank the candidates or firms making the presentations to determine a recommendation or immediately reach a recommendation. Each of the interviewed candidates or firms shall be evaluated on their Proposals.

Recommendation by the Interview Committee is based on the combination of the candidates or firm's response to this RFP, the composition, and qualifications of the candidate or firm's staff for this project, and the interview process.

The Interview Committee's recommended candidate or firm(s) will be submitted to the East Bay Regional Park District Board of Directors for approval. The District, following Board approval, may then enter negotiations with the selected candidate or firm and ultimately execute a contract upon completion of negotiated contract terms and fees.

The District reserves the right to reject any and all statements of qualifications received as a result of the Request for Proposals or to negotiate in any manner necessary to serve the best interests of the District.

4.1 General Information, Notifications, and Purpose

The District will seek to enter into an agreement with the top-ranked candidate or firm(s). Candidates or firms are advised to review all sections of this RFP carefully and to follow instructions completely. Failure to make a complete submission as described elsewhere herein may result in rejection of the submission. Qualifications which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being nonresponsive.

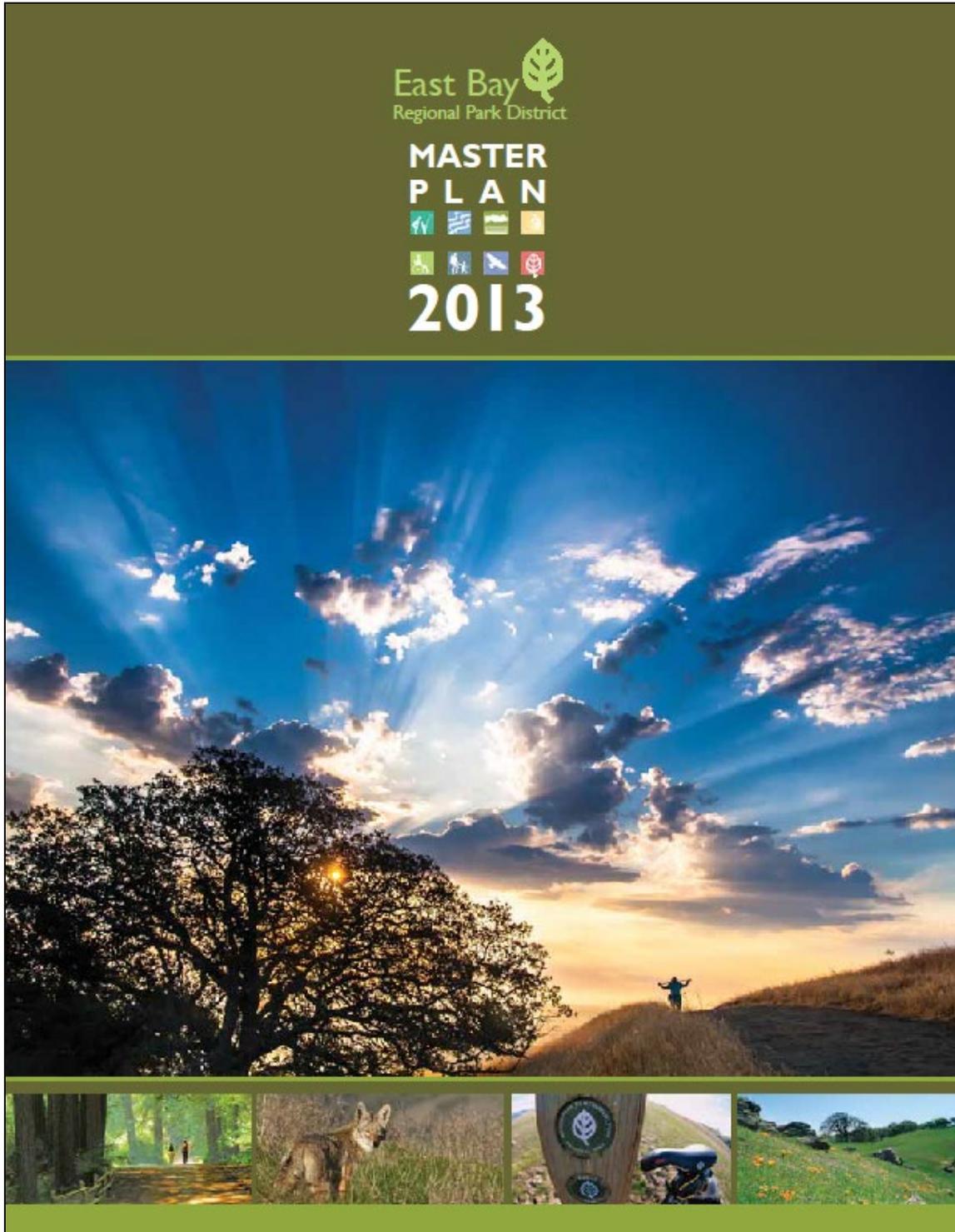
Joint venture and/or cooperative professional teams will be considered, especially if their partnering results in expanded opportunities for identified diversity firms.

No proposals with costs exceeding \$50,000 will be considered.

Attachment A

Excerpt of Master Plan 2013: cover; pgs. 27-28; pgs. 111-112

https://www.ebparks.org/sites/default/files/master_plan_2013_final.pdf



CURRENT CHALLENGES AND PRIORITIES

The strategy for this Master Plan is to retain the essence of the previous 1997 Master Plan and to update it by focusing on a specific set of high priority issues. To determine the issues of highest priority the Board conducted a series of public workshops along with a formal survey of staff members, the PAC and the Board. Public input on the identification of these issues was gathered through two additional surveys. The first was a scientifically valid telephone survey of 400 residents of Alameda and Contra Costa counties; the second was the posting of the same survey questions on the District's website for participation by any interested persons. Some 6,000 people responded to this web-based questionnaire. Based upon the results of this process the Board of Directors identified the following as the high priority issues:

Affirming the Role and Identity of the Regional Parks

Community surveys taken over a period of years have consistently shown that people in the East Bay place a high value on the Regional Parks as an important part of their quality of life. However, many people are unclear about the differences between their local city parks, regional parks and state parks. Regional Parks have a distinctive role: to protect the best natural wildlands and provide opportunities for experiences like wilderness hiking, horseback riding and fishing, that uniquely close by and easily accessible to East Bay residents. At a time when public budgets at both the local and state levels are severely constrained, as a single purpose Special District the East Bay Regional Park District has been able to maintain a high level of support and service for its constituents. These attributes of the Regional Parks system define the identity and exclusive role of Regional Parks in preserving and enhancing the quality of life in our region.

Responding to Changes in Demographics

The 2010 U.S. Census revealed dramatic changes to the demographics of both California and the East Bay area:

- Our population is increasing: If California continues its current population growth of almost 500,000 people per year, it will reach 50 million people sometime between 2030 and 2040. Alameda and Contra Costa counties are respectively, the 4th and 7th most urbanized counties in California. Alameda County's population (1,510,271) increased 4.6 % over the decade between 2000 and 2010 and Contra Costa's population (1,049,025) increased 10.6%.
- Our population is getting older: The "Baby Boomers" are reaching retirement age. By 2020, California's senior population will be nearly twice what it was in 2000. In the next decade, seniors will have more leisure time and will continue to strive for an active lifestyle after they retire. Opportunities for safe and easy access to the outdoors, volunteering in a variety of venues, participation in the conservation of natural and cultural resources will be sought after and highly valued by this growing group.
- We are more diverse: According to the 2010 Census, people of color now make up more than one third of the population of the United States. Within the jurisdiction of the Park District, the white population has declined by 6% since the 2000 census and now represents just 49.4% of the combined populations of Alameda and Contra Costa counties. In addition, the African-American population has also declined 1.5% to become 11.2% for the combined populations of Alameda and Contra Costa counties. In contrast, the Hispanic and Asian populations have increased by 35 and 36%, respectively, over their 2000 levels and now represent 23 and 21%, respectively, of the combined population. These trends of demographic change will continue and increase into the future. Different ethnic groups have different values about the land and about "nature" as well as different recreational preferences.
- Income differences are greater: Due to the downturn in the economy (2008-2012), the number of people at the lower end of the income scale is increasing. This situation, coupled with high fuel prices, is increasing the preference for close-to-home recreation opportunities.





For many economically disadvantaged urban residents, especially youth, the elderly, and others who don't drive, transportation and access to parks can be an important issue.

- **We are high-tech:** Most people, regardless of their demographic, are now digitally 'connected' in some form whether it be by cell phone or the internet. These people are technologically empowered with a new form of mobility. 1.2 million people visited the Park District's web site in 2011. They can download park brochures and maps, find out where to fish, see pictures of wildflowers, make camping reservations, sign up for activities, take surveys or send comments to District staff. They can get interpretive information through their smart phones from QR codes located on interpretive panels. GPS technology has introduced the new wilderness activity of geocaching. Finally, in many instances, people can use their cell-phones for emergency calls from within the parks.

An increasing number of park users are equipped with high-tech outdoor gear and will look for adventure-oriented outdoor activities such as mountain biking, kayaking and geocaching; and while the Regional Parks System has always focused on "passive" outdoor recreation, the definition of those activities may be changing.

Providing a Variety of "Trails for All"

Trail use consistently shows up on surveys as the most preferred activity in the Regional Parks. The popularity of mountain bikes has changed the way many people use the trails and has increased the demand for a more active recreational use of the trails. Mountain bikes can take riders farther into a park during a day or a few hours than they could get on foot or on horseback.



Redwood Regional Park
Oakland, CA

PUBLIC SERVICE (PS)

The East Bay Regional Park District traces its beginnings to the actions of citizens who realized the necessity of creating a public park system in order to preserve the quality of life for present and future inhabitants of the region. Since that time, public service and public participation in the governance of the District have always been fundamental goals of the District. The District also recognizes that the public it serves is becoming more culturally diverse and that this diversity is a growing source of inspiration and strength.

PUBLIC OUTREACH

The population of the East Bay Regional Park District is becoming increasingly more culturally diverse. In 1930, just prior to the District's creation, 34,000 people (6% of the District's population) were non-white. Today, almost 1,295,662 of the region's 2,259,000 residents (approximately 51%) are non-white. In addition, District residents in growing numbers are choosing to honor and celebrate their ethnic and cultural heritage in the Regional Parks. The trend to cultural diversity is expected to continue. In light of these projected changes in the demographics of Alameda and Contra Costa counties, the varying recreational interests of different communities, and the geographic distribution of these communities, the District has expanded its efforts to be aware of and sensitive to the needs of diverse park user groups. The District will continue to adapt its services to meet these needs. The District's policy on Cultural Diversity appears below:

- **PS1:** The District will continue to adapt its services and programs in response to changes in the East Bay's resident population, recognizing that the cultural diversity of the District is expected to increase.
- **PS2:** The District will develop programs and activities, consistent with the District's mission, that respond to the recreational preferences of its culturally diverse population and that recognize the heritage of District residents. The District will also focus on developing programs to involve youth in District activities. These programs will be coordinated, whenever possible, with other organizations in the East Bay, emphasizing partnerships with school districts, recreation and conservation agencies, and community groups.
- **PS3:** The District will broaden its outreach efforts, multilingual media programs and signage to inform the public about its mission, its programs and facilities, and its hiring practices and opportunities in an effort to encourage public involvement throughout. The District will communicate to its various audiences with sensitivity to their needs and will seek to ensure that its purposes and services are well understood. The District will solicit community input on an ongoing basis regarding how to engage its constituency and meet its needs.
- **PS4:** The District will include members of its increasingly diverse population in all aspects of its operations; from hiring staff and engaging consultants, contractors and concessionaires to appointing docents, interns and others. The District will be sensitive to the diversity of its population in the design and operation of District facilities and the prioritization of District acquisitions. An emphasis will be placed on developing the multilingual capabilities of the District.



The Little Farm, Tilden Regional Park
Berkeley, CA





PUBLIC PARTICIPATION

The District strongly encourages public comment, advice and participation in the wide range of issues relating to the services it provides as a public agency. To this end, the Board of Directors has established a citizen-based Park Advisory Committee (PAC) to examine and make recommendations about policy matters and the plethora of issues that affect the District. The PAC meets regularly and reports its recommendations to the Board. The District will work to communicate with neighbors and community groups on issues that affect local use and appreciation of the regional park system.

- **PS5:** All meetings of the Board of Directors and its committees will be open to the public and conducted in full compliance of the Ralph M. Brown Act. The District will use the public meeting process to receive and evaluate public comment and will properly notify newspapers of general circulation in the area of its meetings. The District will communicate with neighbors and community groups and will conduct informational meetings with interested groups as needed to clarify District programs and activities. Where appropriate, the District will mail notices of its meetings to interested park users and adjacent landowners.
- **PS6:** The District will provide public information services to encourage public use of the parklands and to communicate about the purposes of the District, the environmental value of parklands, program offerings and meeting schedules.
- **PS7:** The District will use its best efforts to respond to the needs of its residents for Regional Park and recreational activities that will add to their enjoyment and quality of life. The District will establish programs to assist individuals and groups who require special help, including people who are elderly, physically disabled, or economically disadvantaged.
- **PS8:** As necessary, the Board will establish special advisory committees, task forces, joint study committees and joint powers agencies that will gather information, solve problems and provide recommendations for complex parkland issues. These committees will report their recommendations to the Board.



Oyster Bay Regional Shoreline, Bill Lockyer Bay Trail Bridge dedication
San Leandro, CA

Attachment B

RESOLUTION NO.: 2020-06-132

June 16, 2020

RESOLUTION OF THE EAST BAY REGIONAL PARK DISTRICT DENOUNCING RACISM AND STANDING IN SOLIDARITY WITH BLACK PEOPLE AND ALL PEOPLE OF COLOR

WHEREAS, communities throughout the country are hurt, in pain, angry and outraged over the ongoing epidemic of racism, racial injustice, inequity, and violence against Black People and all People of Color; and

WHEREAS, this pain is intensified by the unjust killings of George Floyd, Ahmaud Arbery, and Breonna Taylor, who are just the most recent among many other Black People whose lives have been unjustly taken; and

WHEREAS, Black People and other People of Color face daily danger in outdoor spaces, where they are subjected to unwarranted suspicion, confrontation, and violence, such as the recent incident in New York's Central Park involving Christian Cooper, an avid birder and a Black man; and

WHEREAS, the nation and the world are in the midst of an unprecedented and devastating COVID-19 pandemic that has disproportionately impacted Black People and other People of Color with millions unemployed and over 100,000 lives lost in the United States alone in just a few months; and

WHEREAS, the COVID-19 pandemic also generated a wave of unacceptable hate crimes, harassment and discrimination against Asian People; and

WHEREAS, the Park District believes every person deserves the right to feel safe and welcome in our organization, in our parks, and on our public lands; and

WHEREAS, for 86 years the Park District has been stewarding public parklands and open spaces as places of respite. Our commitment is to forever provide opportunities for all people in our growing and diverse community to experience nature nearby; and

WHEREAS, the Park District has declared our organizational Values, the first of which is Respect, and is expressed through our Mission by honoring each other, the park visitors we serve and the land we steward; and

WHEREAS, the Park District is committed to learning and changing to ensure our parks and trails are safe and welcoming to East Bay communities and all who chooses to visit; and

WHEREAS, the Park District acknowledges more work must be done and is committed to be a part of the necessary change for a just society; and

WHEREAS, the Park District commits that the officers who comprise our sworn Public Safety Division must continue to show honor, compassion, and the qualities of character that support equal justice for all; and

WHEREAS, the Park District's Public Safety Division moved immediately to eliminate the use of the Carotid Restraint and is committed to further reviewing its policies; and

WHEREAS, the Park District commits that our entire public service workforce must embrace a culture of belonging and an inclusive organization by building bridges towards one another and creating bonds of connection from shared identity, empathy and understanding; and

WHEREAS, the Park District will ensure our workforce reflects the communities we serve at all levels of the organization and will recruit, hire, and retain competitive talent from park industry professionals of color; and

WHEREAS, now is the time to acknowledge past wrongs, for us to listen, learn, and act as we stand in solidarity with the people and communities who are most affected by centuries of systemic racism and inequality that harm Black lives today; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors and the East Bay Regional Park District hereby denounce racism and stand in solidarity with Black People; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors and the East Bay Regional Park District condemn the senseless killing of George Floyd as a result of the actions and inaction by the Minneapolis police officers on May 25, 2020; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Directors and the East Bay Regional Park District honor Black, Indigenous, and People of Color who contribute to our Mission; and

BE IT FURTHER RESOLVED that the Board of Directors and the East Bay Regional Park District identify, acknowledge, and address racism, implicit bias, and the systems and policies that prevent Black employees and other people of color from realizing their full potential; and

BE IT FURTHER RESOLVED that the Board of Directors and the East Bay Regional Park District commit to ensuring safe and welcoming outdoor spaces for Black, Indigenous and People of Color, free of racism, discrimination and threat of violence; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents, and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution beginning with 1) a review of police policies and procedures, including the California Attorney General's recommended reforms, with a report to the full Board of Directors; and 2) work with the Workforce Diversity Committee, to assess and develop a plan to co-create a culture of inclusion and belonging in our workforce.

Attachment C

CONTRACT FOR SERVICES
(Licensed Professionals)

THIS AGREEMENT, made and entered into on this _____ day of _____, between the East Bay Regional Park District ("District") and _____, hereinafter referred to as ("Consultant") (together sometimes referred to as the "Parties").

RECITALS

- A. District desires to engage the services of Consultant to provide professional services herein described; and
- B. Consultant desires to perform such services for District.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

1. **Term.**

The term of this Agreement shall commence on _____ and shall end on _____. The General Manager or his/her designee may extend the term of this Agreement by providing written notice to Consultant. Time is of the essence in the performance of this Agreement.

2. **Scope of Work.**

During the term of this Agreement, Consultant shall provide all labor, materials, tools, equipment and services as set forth in Exhibit A, attached hereto and made a part hereof ("Scope of Work"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the terms of the body of the Agreement shall prevail.

3. **Standard of Care.**

- a. **Standard of Care.** Consultant agrees to perform the work in a professional manner and in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant warrants and represents that all of the personnel, employees, and subconsultants performing the work under this Agreement shall have sufficient skill and experience to perform the services assigned to them and that its employees and subconsultants have all licenses, permits, and qualifications required to perform the services under this Agreement.
- b. **Subconsultants.** Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Consultant shall not subcontract any portion of the performance contemplated and provided for in this Agreement, other than

to the subconsultants noted in Consultant's proposal, without prior written approval of the District. In the event that District, in its sole discretion, desires the reassignment of any persons performing work under this Agreement, Consultant shall, upon receiving notice from the District, immediately reassign such person or persons.

- c. Materials. Any construction materials and manufactured items called for by Consultant's documents shall be currently available and suitable for their intended use to achieve design intent.

4. Representatives.

The representative of Consultant who will make any presentations, attend any public hearings, supervise all service, and be the first point of contact in providing all services under this Agreement shall be _____. The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification shall be _____.

5. District-Provided Studies or Surveys.

Consultant shall make a recommendation to the District regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included in the Consultant's Scope of Work. Consultant may rely on the information provided by District but only to the extent such reliance is consistent with Consultant's obligations under this Agreement.

6. Acceptance.

The District's review, approval, or acceptance of Consultant's work shall not relieve Consultant from responsibility for error and omissions in Consultant's work. Consultant shall, at no cost to District, satisfactorily correct any and all errors, omissions, deficiencies, or conflicts in the documents prepared by Consultant promptly upon discovery or notice. The obligations of Consultant to correct defective or nonconforming work shall not limit any other obligations of Consultant.

7. Time of Performance.

Consultant acknowledges that all time limits stated in this Agreement are of the utmost importance to District. Consultant's work shall be scheduled and performed to meet agreed-upon deadlines, as set forth in the Scope of Work. Consultant shall provide and maintain Project staffing levels as necessary to perform the services under this Agreement within the time provided in the Scope of Work. The total time scheduled for full completion of Consultant's services shall not exceed the durations shown in the Scope of Work, unless mutually agreed upon in writing by Consultant and District.

8. Payment.

District hereby agrees to pay Consultant a sum not to exceed \$ _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and the Scope of Work, attached as Exhibit A, or Consultant's compensation rate schedule attached as Exhibit B, regarding the amount of compensation, the text of the Agreement shall prevail. All reimbursable expenses incurred by Consultant as part of this Agreement will be reimbursed at actual cost and in no event shall expenses be advanced by District to Consultant. Such compensation shall be full payment to Consultant (including expenses) for performance of said services; provided, however, that in no event shall the sum of total compensation paid Consultant and reimbursable expense exceed the amount not to exceed amount stated in this section without a written amendment signed by both Parties.

Consultant shall submit his/her compensable hours and reimbursable expenses monthly, and District shall make payments on the approved compensation and reimbursable expenses within forty-five (45) days. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided in this Agreement, unless this Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

9. Termination of Agreement for Convenience.

District may terminate the whole or any part of this Agreement for convenience and without cause at any time. In such event, District shall give written notice of such termination. In the event of termination under this section, Consultant shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Consultant shall present to District, a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, shall be payable by District within thirty (30) days following submission of a final statement by Consultant.

10. Consultant as Independent Contractor.

It is expressly agreed that in the performance of the services necessary to carry out this

Agreement, Consultant shall be, and is, an independent contractor, and is not an agent or employee of District. Consultant has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Consultant shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates, sub-consultants, agents and employees.

11. Brokers: Compliance with Federal, State and Municipal Statutes.

Consultant warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Consultant working solely for Consultant, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Agreement. Consultant shall indemnify, defend, protect and hold harmless District, its directors, officers, and employees from such claims.

12. Compliance with Laws.

Consultant shall comply with all federal, state, and local laws and regulations applicable to his/her work hereunder. Consultant shall use its professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project. Where applicable, Consultant shall comply with all mitigation measures identified in the Project's environmental review documents.

13. Grant Funding.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity or public grant program, Consultant and any subconsultants shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

14. Nondiscrimination.

During the performance of this Agreement, Consultant and Consultant's sub-consultants agree as follows:

- a. Contractor and Contractor's subcontractors will not discriminate against any employee or qualified applicant for employment on the basis of any legally protected classification including but not limited to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, or sexual orientation. Contractor and any subcontractors agree to comply with all nondiscrimination requirements for

public contracting under State and Federal law. Contractor and Contractor's subcontractors will take affirmative steps to ensure that qualified applicants are employed and that employees are treated during employment without regard to their sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation or any other legally protected classification. This equal treatment will apply but not be limited to, the following: upgrade, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

- b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation, or any other legally protected classification.
- c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause.

15. Labor Code/Prevailing Wages.

To the extent applicable, Consultant and Consultant's subconsultants shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation, and payment of prevailing wages as determined by the Director of California Department of Industrial Relations, pursuant to the Director's authority under Labor Code Section 1770 et seq. To the extent applicable, Consultant shall post a copy of the prevailing rate of per diem wages at each job site. Consultant shall forfeit fifty dollars (\$50) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or any subconsultant.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The District will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant. Consultant shall defend, indemnify and hold harmless the District for any costs, claims and expenses arising from the failure of Consultant or Consultant's subconsultants to pay applicable prevailing wage rates.

16. Indemnification

- a. Separate Professional Liability (PL) Indemnity. To the fullest extent permitted by law, including without limitation California Civil Code Section 2782 and 2782.8, and with respect to the performance of professional services, Consultant agrees to indemnify and hold harmless District, its officers, employees, authorized agents/volunteers, and invitees (collectively, the "District Indemnitees"), from and against any claims, damages, losses, demands, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses) to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally liable. Consultant has no obligation to pay for any of District Indemnitees defense related cost prior to a final determination of liability, or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.
- b. Separate Other than Professional Liability (OPL) Indemnity. As respect to its operations, other than the performance of professional services, Consultant agrees to indemnify, hold harmless and defend District with counsel approved by District, the District Indemnitees, from and against any damages, liabilities, judgments, settlements, costs, claims, demands, actions, suits, losses, and expenses (including reasonable and necessary attorneys' fees, costs and expenses) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally liable.
- c. Common PL & OPL Indemnity Provisions. Consultant's obligations under this Section 16 shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless under Section 16(b) includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- d. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be

eligible for enrollment in PERS as an employee of District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

17. Insurance.

- a. Consultant shall procure and keep in force during the term of this Agreement, at Consultant's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to District. Consultant shall, fifteen (15) days prior to the commencement of this Agreement and prior to the termination of any policy, supply District with a certificate, on the District's certificate of insurance form, showing that such insurance is in force.
 - (1) Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.
 - (2) Commercial General Liability ("CGL") (bodily injury and property damage) on an occurrence basis in an amount not less than one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) in the aggregate, including premises and operations (including off-site operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and Consultant's protective liability, (and if one or more of the following is applicable) personal injury, coverage for explosion, collapse and underground hazards, non-owned watercraft protection and indemnity, U.S. longshore and harbor workers coverage, pollution liability, liquor liability, and saddle animal liability.
 - (3) Automobile Liability (bodily injury and property damage) in an amount not less than one million dollars (\$1,000,000) per occurrence extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under Agreement.
 - (4) Professional Liability Insurance (errors and omissions), including contractual

liability, in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Such coverage may be written on a claims-made basis.

- b. Each of the above policies must contain a provision that the policy shall not be cancelled or the terms or conditions thereof materially changed without thirty (30) days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Consultant to furnish the required insurance during the term of this Agreement.
- c. Upon written request by District, the insurer or his/her agent will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.
- d. The policies listed under a(1) above shall contain a waiver of subrogation in favor of the District.
- e. The policies listed under a(2) and a(3) above shall name the District as an additional insured with respect to the operations performed under this Agreement.
- f. The coverage afforded on behalf of District under a(2), a(3) and a(4) above shall be primary insurance and any other insurance available to District under any other policies shall be excess over the insurance outlined above.
- g. Upon written request of District, annual loss reports will be supplied to District. The loss report will include a list of all incidents/claims submitted against the insurance company and the estimated reserved and paid value of the claims.
- h. District reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this Agreement.
- i. Policies should be written on an occurrence basis. Only by special permission of District may a claims-made form be used. The retroactive date on any policy written on a claims-made basis shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy, provided that the extended reporting or discovery period shall not be less than thirty-six (36) months following expiration of such policy.
- j. Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Consultant shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.
- k. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein.

1. In case of the breach of any provision of this section, District may, in addition to any other remedies it may have, at District's option, take out and maintain, at the expense of Consultant, such types of insurance in the name of the Consultant as District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Consultant under this Agreement or may demand Consultant to promptly reimburse the District.

18. Default.

In the event that Consultant defaults in any obligation of Consultant under this Agreement, or Consultant defaults in the performance of any of the terms and conditions of this Agreement, and Consultant does not cure its failure to perform to the satisfaction of the District within ten (10) days (or such time authorized by the District in writing) after written notice by the District, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Consultant.
- b. Immediately terminate Consultant's services under this Agreement.
- c. Perform the obligations of the Consultant, whereupon Consultant shall reimburse District for any amounts paid or expenses incurred by District, or pay District any expenses and/or damages incurred by District in the performance of such obligations, District's increased cost in performing the work, together with interest at the maximum rate of interest allowed by law on demand by District. District at its option may deduct any sum due to District from sums to be paid by District to Consultant.
- d. The above remedies are in addition to any other remedies at law or equity District may have. Consultant shall pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

19. Consultants Books and Records/Audit.

Consultant and Consultant's subconsultants, if any, shall maintain any and all ledgers, books of account, invoices, vouchers, and any other records or documents pertaining to charges for services, expenditures and disbursements to District under this Agreement for a minimum of three (3) years, or such longer period required by law, from the date of final payment to Consultant by District. Any records or documents required to be maintained under this section shall be made available to District for inspection and copying upon request. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds ten thousand dollars (\$10,000), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

20. Assignment

District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

21. Advice of Counsel/Attorneys' Fees

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

22. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U.S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

DISTRICT: East Bay Regional Park District
Attention: _____
2950 Peralta Oaks Court
Oakland, CA 94605
Phone: _____
Email: _____

CONSULTANT: _____
Attention: _____
Address: _____
Phone: _____
Email: _____

Either party may change its address by giving notice to the other in the manner provided herein.

23. Ownership of Work

All reports, data, maps, models, charts, studies, surveys, photographs, plans, specifications, or

any other documents in electronic or any other form (collectively “documents and materials”), that Consultant prepares or obtains pursuant to this Agreement shall be the property of the District to be used, reused or disposed of by the District in its sole discretion without the permission of Consultant. In the event of early termination of this Agreement and not withstanding any dispute regarding payments, the District retains its ownership of the documents and materials and retains the right to receive and use any documents or materials pursuant to this Agreement.

24. Digital Files.

In addition to any other format required in the Scope of Work, Consultant shall provide copies of all deliverables on compact disk in a digital format. Files shall be compatible with software used by the District. Any necessary conversion to formats compatible with District software to comply with this section shall be performed at no additional cost to the District.

25. Payment of Taxes. Tax Withholding.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. During the term of this Agreement and for three (3) years after the termination of this Agreement, Consultant shall maintain in its files a valid California Franchise Tax Board form 590 (“Form 590”), as may be amended, or other valid, written evidence of an exemption or waiver from withholding for Consultant and all subcontractors receiving compensation under this Agreement. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written copies of any Form 590 and/or documentation of compliance with Consultant’s withholding duty to District upon request.

26. Confidential Information.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other documents or data either created by or provided to Consultant in connection with the performance of this Agreement shall be treated as confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the services. Such materials shall not be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is generally known, or has become known, to the related industry shall be deemed confidential.

27. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. In the event that either party brings any action the trial of such action shall be venued exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

28. No Waiver.

The waiver of any breach of a term or requirement of this Agreement does not constitute a waiver of any other breach of that term or requirement or any other term or requirement of this Agreement.

29. Conflicts of Interest.

Consultant declares that Consultant has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services hereunder. Consultant further declares that in the performance of this Agreement no subconsultant or person having such interest shall be employed. No officers or employee of the District with responsibility for review, approval of or carrying out of the work to be performed shall be hired by Consultant during the term of this Agreement.

30. Entire Agreement.

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Exhibits to this Agreement conflict, directly or indirectly, with this Agreement, the provisions of this Agreement shall control.

31. Severability.

The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

32. Counterparts.

This Agreement may be executed in counterparts, and/or by electronic signature, and/or by fax, and/or by scan and email, and all so executed shall constitute one agreement which shall be binding upon all parties hereto, notwithstanding that the signatures of all parties do not appear on the same page. A facsimile signature, electronic signature, and/or scanned and emailed signature shall be binding upon any party as though it were an original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized as of the day, month, and year first hereinabove written.

EAST BAY REGIONAL PARK DISTRICT

CONSULTANT

By: _____

By: _____

Print Name

Print Name

Title

Title

Date: _____

Date: _____

SAMPLE

EXHIBIT A – SCOPE OF WORK

SAMPLE

EXHIBIT B – RATE SCHEDULE

SAMPLE

End of RFP