



# Greater Vallejo Recreation District

## Request for Proposals for

### Parks & Recreation Services Fee Study

For purposes of assessing, recommending, improving, and updating the Park & Recreation Services Fee Schedule for the Greater Vallejo Recreation District, a special district public agency.

**September 27, 2024**

Responses to the RFP are due  
on or before  
Friday, October 18, 2024 by  
5:00 PM

Greater Vallejo Recreation District  
Administrative Office  
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(707) 648-4600  
[www.gvrd.org](http://www.gvrd.org)

Responses must be delivered  
electronically by email to  
Gabe Lanusse  
[glanusse@gvrd.org](mailto:glanusse@gvrd.org)  
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Kimberly Pierson  
[kpierson@gvrd.org](mailto:kpierson@gvrd.org)

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## Introduction

The Greater Vallejo Recreation District (District) is soliciting proposals from qualified firms to conduct a Parks and Recreation Services Fee Study to update the District's fee structure and adopt an updated fee schedule. The study will analyze the current fee structure, benchmark against industry standards and best practices, and establish or update existing fees in accordance with the District's delivery of Park Services (Rentals e.g., picnic sites and sports fields) and Recreation Services (Programs, Events, Rentals). The study will identify the full cost of service required to provide Park and Recreation Services and facilitate the development of strategies and policies for recovery of costs to provide such services.

## Background

The Greater Vallejo Recreation District is an independent special district within Solano County and overlays the City of Vallejo, encompassing all incorporated and unincorporated areas. The District was formed through a 1944 resolution of the Solano County Board of Supervisors following an election held among Vallejo residents requesting its establishment. Another resolution in 1958 realigned the District to comply with California [Public Resources Code §5780 et seq. \(Recreation & Park Districts\)](#). The District operates under an appointed Board of Directors, three of whom are installed by the Vallejo City Council, the remaining two designated by the Solano County Board of Supervisors.

Providing recreational opportunities and maintaining parks and open spaces is the District's top priority and much of its strategic plan is focused on sustainability as it pertains to service delivery, with the understanding that maximizing available revenue sources is essential to maintaining and expanding service that meets community needs. In recent years, the District has begun to review cost of delivery to residents, the percentage of costs being subsidized, and possible changes to its charging model in order to ensure appropriate recovery levels as demand for service continues to grow. Community feedback says that the District charges too much for sites, programs, and rentals. Without having completed a professional study, it is difficult to respond, as past practice has been to compare to neighboring cities. The District has relied on other agencies having done appropriate research. The District's existing fee structure does not reflect the true cost of the District's services provided to the community, and provides insufficient data regarding cost recovery specific to the District. Best practices in modern Parks and Recreation recognize that transparent and accurate expense and revenue data assists the Board of Directors and staff in developing fee structures, and determining where it's appropriate to use limited public funds on subsidies, and when a "pay to play" model of pricing for recreational opportunities is called for. Fee structures designed around what our neighbors are charging are becoming obsolete as they do not reflect our specific circumstances.

As a result of this fee study, the District hopes to implement a fee structure that is responsive to its cost to provide services and its cost recovery goals.

## Objectives

The District has four principle objectives in conducting the Parks and Recreation Fee Study:

1. Update the District fee schedule to reflect full scope Parks and Recreation services provided by the District.
2. Provide a comparative analysis, and true cost analysis of the fee schedule to align cost recovery with Parks and Recreation services provided.
3. Determine percentages of subsidies, with board and staff input.
4. Simplify fee schedule for public understanding, where possible and appropriate.

## Scope of Services

The scope of services to be provided shall include the following components:

1. The selected firm will conduct a project kick-off meeting with the District Board of Directors and key staff members. District administrative offices will manage the progress, completion, and implementation of the study's findings. This meeting will include a discussion of expectations and an overview of the process for conducting the analysis.
2. The selected firm will acquire published or accessible data from the District, focusing on adopted budgets, recent financial performance (revenues and expenditures), current labor cost detail and classifications, organizational structures, existing relevant policies, existing time-tracking and volumetric data, and other items of a more global nature. The selected firm will gather information independently as accessible through online resources and issue a consolidated data request to the District. As data is acquired, the selected firm will catalog necessary financial, procedural, and organizational information and will extract or input data into electronic form for use in analytical models and narrative documentation.
3. The selected firm will conduct a meeting with District staff to review their understanding of the District's existing Parks and Recreation fee structure, the performance of core services related to the fee program, as well as the basic staffing structure/lines of command. Applying industry expertise and recognized best practices, the selected firm will incorporate suggested edits from staff and recommend and develop revised fee structures.
4. The selected firm will determine and communicate the subsequent steps to acquire and/or develop organizational, performance, and time information necessary for establishing costs of service for justifying fees. Selected firm will develop an approach and tools for updating or developing the organizational, performance, and time information necessary for justifying fees.

The District assumes at least two iterations of a time study module will be necessary to ensure that the cost of service analysis is defensible and reasonable. The product of this step will be a model of the complete organizational, performance, and time requirements for the services under review in this study.

5. The consultant will place a value on an increment of time within each division, core function, or classification of employee performing any of the services under review in this study. As part of the

fee/cost of service model, the selected firm will update the existing fee module that performs the time valuation analysis. This module determines the full cost of service on an annual basis for various divisions and/or functions of service as warranted to produce defensible cost of service study results.

6. The selected firm will establish the full cost of service for each individual activity under review in this study. The full cost of service defined by the selected firm serves as the analytically justified maximum amount that may be recovered through a user/regulatory fee adopted by the District's Board. The selected firm will apply performance/time estimates at the activity level to the fully burdened hourly rates developed to determine the full cost of service for each fee-related service. Any discrete materials/services costs not reflected in the time valuation for specific activities, such as substantial equipment and incremental contract services will be added. The selected firm will provide a comparison between the District's current fees and full cost recovery fee amount and include a percentage of cost recovery conclusion for each fee item and each department studied.
7. Based on review with District staff, the selected firm will revise core analytical modules and finalize the activity costs of service. Final unit costs of service that will serve as the foundation for any revised fee amounts and/or fee structure will be calculated.
8. The selected firm will utilize their industry expertise to compare similar fees in at least five (5) neighboring and/or comparable communities. A list of communities will be selected and approved by District staff. The selected firm will contact the agencies to obtain a copy of their current fee schedules and compile a comparison of fee categories and amounts.
9. The selected firm will discuss pricing objectives from the District's perspective, e. g., preferences for full cost recovery or some alternative level of cost recovery. The selected firm will facilitate this conversation by discussing public/private benefits or causation of each activity, potential market sensitivity, interaction with established District goals or policies, behavior modification influence, and other considerations. One round of input related to recommendations for implementation of each fee at, or below, the full cost recovery fee amount will be collected.
10. The selected firm will prepare a written report describing the complete work and findings of the project, including an executive summary and detailed narrative sections that present current fees, recommended fees, percentage change, cost recovery percentage, revenue impacts, etc. One round of iterative changes to the draft final report to reflect management group input will be included.
11. The selected firm will be available to actively support the District's progress through legislative review, approval and implementation of any changes to fees stemming from this study. In anticipation of District staff, community stakeholder, District Board, or Board Subcommittee review, the selected firm will prepare foundational presentation materials for use in public meetings, prepare for and attend the meeting to present study findings, and respond to questions on behalf of or in support of District staff.

## Deliverables

The key deliverables for the requested scope of services include:

1. A comprehensive written report detailing the following:
  - a. Analysis of current fee structure and revenue performance

- b. Benchmarking analysis comparing current fee structure with industry peers and best practices
  - c. Recommendation for updated fee structure and justification for updated fees to be considered for adoption, including detailed description of fee calculation methodology
  - d. Financial impact analysis of proposed fee structure and sensitivity analysis of proposed fees
2. Technical appendices displaying the analytical support for findings and action items
  3. Sufficient onsite events and/or meetings with staff during the analytical phases of the project to develop study outcomes
  4. One public hearing regarding adoption of resulting fees
  5. Future access to experts as the need arises

Importantly, this scope of services must incorporate all voter-approved, legislative, and judicial changes to local agency fee collection authority taking effect on or before May 31<sup>st</sup> 2025.

## Project Timeline

The requested scope of services shall be completed within seven months of contract execution. If this timeline can not be met, please provide what you believe is a reasonable timeframe for completion.

## Qualifications

The District desires to select a firm that can demonstrate the following qualifications:

1. **Experience in Parks and Recreation Finance:** The firm should have a strong track record in conducting fee studies specifically for Parks and Recreation or similar services. This includes familiarity with the unique financial, operational, and regulatory aspects of municipalities/special districts.
2. **Expertise in Cost Analysis and Fee Structures:** The firm should be skilled in cost analysis, including direct and indirect costs associated with Parks and Recreation operations. The firm should also understand various fee structures and billing practices relevant to Parks and Recreation services.
3. **Regulatory Knowledge:** The firm should be well-versed in local, state, and federal regulations governing Parks and Recreation billing and reimbursement, to ensure that any proposed fee changes are compliant with applicable laws and guidelines.
4. **Data Analysis Capabilities:** The firm should have robust data collection and analysis capabilities, including proficiency in using statistical tools and methodologies to analyze service demand, cost data, and financial performance.
5. **Stakeholder Engagement:** The firm should have the ability to engage with various stakeholders (e.g., government officials, community members) to gather input and build consensus, including strong communication and presentation skills.
6. **Customization and Relevance:** The firm should be able to tailor their approach to the specific needs and context of the District, in consideration of local demographics, service demand, and existing financial constraints.
7. **Transparency and Accountability:** The firm should demonstrate transparency in their methodology and findings, providing clear and understandable reports. They should be accountable for their recommendations and willing to assist in the implementation of the proposed fee structures.
8. **Reputation and References:** The firm should have a strong reputation and positive references from previous clients, particularly regarding similar projects, to ensure reliability and quality assurance.

9. **Innovative Approaches:** The firm should be capable of bringing innovative solutions to the table, potentially identifying new revenue sources or cost-saving measures that can enhance the sustainability of Parks and Recreation operations.
10. **Project Management Skills:** Effective project management skills are essential to ensure that the study is completed on time and within budget. This includes setting clear timelines, milestones, and deliverables.

## Proposal Submission Requirements

Interested firms shall submit a proposal that includes the following:

1. Identification of all key team members (including subcontractors) and breakdown of assigned roles and responsibilities as it pertains to the requested scope of services.
2. Description of the proposed team's background, relevant experience, and qualifications to provide the requested scope of services. Proposal should demonstrate how the firm meets each of the District's qualifications outlined above.
3. Proposed approach and methodology to completing the requested scope of services.
4. Proposed work plan and detailed timeline to complete the requested scope of services.
5. Fee proposal that includes a lump sum fee to provide the requested scope of services.
6. List of a minimum of three (3) references that can validate the team's experience and qualifications in providing the requested scope of services (Parks and Recreation Special Districts or municipal Parks and Recreation Departments preferred). List of references should include the following:
  - a. Agency name
  - b. Primary point of contact and title
  - c. Phone and e-mail address
  - d. Brief description of services provided
  - e. Dates of service

**Proposals shall be submitted no later than Friday, October 18, 2024, at 5:00 PM PST, via email to: [glanusse@gvrd.org](mailto:glanusse@gvrd.org) and [kpierson@gvrd.org](mailto:kpierson@gvrd.org)**



## EXHIBIT A – Current Fee Schedule

		Approved 2023-24		Approved 2024-25		Change	
GREATER VALLEJO RECREATION DISTRICT FEE SCHEDULE		Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident
FY 2024-2025 APPROVED 3/28/24							
<b>Activities</b>							
<b>Sports</b>							
<b>Adult Sports</b>							
Adult Softball	Plus \$50 (sportsman fee)	\$510	\$612	\$510	\$612	0%	0%
Co-Ed League Softball	Plus \$50 (sportsman fee)	\$510	\$612	\$510	\$612	0%	0%
On-site storage	Per contract agreement with District						
<b>Sports Gym</b>							
<b>Open Gym Adult Sports</b>	Per Person	\$5	\$6	\$5	\$6	0%	0%
<b>Open Gym Youth Sports</b>	Per Person	\$3	\$4	\$3	\$4	0%	0%
<b>Half Court Reservation, per hour</b>	Per Rental	\$20	\$24	\$20	\$24	0%	0%
<b>Full Court Reservation, per hour</b>	Per Rental	\$40	\$48	\$40	\$48	0%	0%
<b>Gymnasium Reservation Weekday</b>	Per Rental	\$90	\$108	\$90	\$108	0%	0%
<b>Gymnasium Reservation Weekend</b>	Per Rental	\$95	\$114	\$95	\$114	0%	0%
<b>Field Reservation</b>	Per Rental	\$27	\$33	\$27	\$33	0%	0%
<b>Sports Birthday Party</b>	Per Rental	\$200	\$240	\$200	\$240	0%	0%
<b>Membership Pass</b>	Per Month	\$40	\$48	\$40	\$48	0%	0%
<b>Building Attendant Fee</b>	Per Attendant/ Per Hour	\$25	\$30	\$25	\$30	0%	0%
<b>Youth Sports</b>							
Run, Jump, Throw		N/C	N/C	N/C	N/C	N/C	N/C
Jr Giants (Youth)		N/C	N/C	N/C	N/C	N/C	N/C
Sports Camp	Per Week	\$160	\$192	\$160	\$192	0%	0%
E-Sports	\$20 comp/\$35/\$50 League						
Mobile Recreation Rental	Per Hour	\$100	\$120	\$100	\$120	0%	0%
<b>Sports Classes /Contract</b>							
National Academy of Athletics	60% Vendor/40% District						
Optimal Body Fitness	60% Vendor/40% District						
New Frontier Tennis	60% Vendor/40% District						
Phil Grahams Tennis	60% Vendor/40% District						
E-Sports	60% Vendor/40% District						
<b>Sports Fields Additional Fees</b>							
Application Fee	Per Rental	\$10	\$12	\$10	\$12	0%	0%
Non-Profit	Per Rental	\$5	\$6	\$5	\$6	0%	0%
Cleaning Deposit 1 Day	Per Rental	\$150	\$180	\$150	\$180	0%	0%
Cleaning Deposit 2-14 Days	Per Rental	\$300	\$360	\$300	\$360	0%	0%
Cleaning Deposit 15-30+ Days	Per Rental	\$600	\$720	\$600	\$720	0%	0%
Rescheduling Fee/Late Booking	Per Rental	\$25	\$30	\$25	\$30	0%	0%
Bounced Check/Declined Card	Per Rental	\$50	\$60	\$50	\$60	0%	0%
Key Deposit Fee	Per Rental	\$50	\$60	\$50	\$60	0%	0%
<b>Aquatics</b>							
<b>Daily Fees (Lap / Recreation Swim)</b>							
4 Yrs and Under	Per Person	\$3	\$4	\$3	\$4	0%	0%
5 Yrs - 55 Yrs.	Per Person	\$6	\$7	\$6	\$7	0%	0%
Seniors/Veteran	Per Person	\$4	\$5	\$4	\$5	0%	0%
<b>Lap Swim Pass (20 Swims)</b>							
Lap Swim Pass Sr/Vet (20 Swims)							
Senior	Per Pass	\$57	\$71	\$57	\$71	0%	0%
Veteran	Per Pass	\$57	\$71	\$57	\$71	0%	0%
Lap Swim Monthly Swim Pass 18+	Per Pass	\$100	\$120	\$100	\$120	0%	0%
<b>Water Exercise</b>							
Adults 13 - 55	Per Person	\$6	\$7	\$6	\$7	0%	0%
Pass (10 visits)	Per Pass	\$50	\$60	\$50	\$60	0%	0%
Seniors 55+/Veterans	Per Person	\$5	\$6	\$5	\$6	0%	0%
Pass (10 visits)	Per Pass	\$35	\$42	\$35	\$42	0%	0%



		Approved 2023-24		Approved 2024-25		Change	
		Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident
User Group W/ Insurance							
Per lane, per hour	Per Person	\$10	\$12	\$10	\$12	0%	0%
High School Lane Rate							
Per lane, per hour	Per Person	\$5	\$6	\$5	\$6	0%	0%
Community Rental							
4 lane shallow or deep end	Per hour + \$150 deposit	\$100	\$120	\$100	\$120	0%	0%
Whole pool	Per hour + \$150 deposit	\$180	\$216	\$180	\$216	0%	0%
Safety Classes							
Lifeguard Train Recertification	Per Session	\$120	\$130	\$120	\$130	0%	0%
Lifeguard Training	Per Session	\$200	\$240	\$200	\$240	0%	0%
Lifeguard Instructor	Per Session	\$250	\$300	\$250	\$300	0%	0%
Water Safety Instructor	Per Session	\$250	\$300	\$250	\$300	0%	0%
Community CPR / First Aid	Per Session	\$90	\$108	\$90	\$108	0%	0%
Aquatic Camps							
<b>Guardstart</b>	Per Week	\$180	\$216	\$190	\$228	6%	6%
<b>Davey Jones Aquatic Camp</b>	Per Week	\$180	\$216	\$190	\$228	6%	6%
<b>Junior Guards</b>	Per Week	\$230	\$276	\$240	\$286	4%	4%
<b>Life Guard Academy</b>	1/2 Summer	\$220	\$264	\$230	\$276	5%	5%
After School at the Pool (ASAP)		\$240	\$264	\$240	\$264	0%	0%
<b>Junior Guards Work Exp.</b>	Per Week	\$35	\$42	\$37	\$45	6%	7%
Swim Lessons							
Parent/Tot							
Weekday	Per Session	\$60	\$72	\$65	\$78	8%	8%
Saturday	Per Session	\$30	\$36	\$35	\$42	17%	17%
4-5 Yrs Swim Lessons							
Weekday	Per Session	\$60	\$65	\$65	\$78	8%	20%
Saturday	Per Session	\$30	\$35	\$35	\$42	17%	20%
Lessons Level 1-6							
Weekday	Per Session	\$60	\$72	\$65	\$78	8%	8%
Saturday	Per Session	\$30	\$36	\$35	\$42	17%	17%
Private Lessons	Per Session	\$30	\$36	\$35	\$42	17%	17%
Community Events (Aquatics)							
Floating Pumpkin Patch	Per Event	\$10	\$12	\$10	\$12	0%	0%
Dive-In Movies	Per Event	\$5	\$7	\$5	\$7	0%	0%
Kids Day		N/C	N/C	N/C	N/C		
Polar Plunge	Per Event	\$5	\$7	\$5	\$7	0%	0%
Easter Egg Hunt	Per Event	\$5	\$7	\$5	\$7	0%	0%
Adaptive Recreation							
Expressive Arts	Per Month	\$25	\$30	\$25	\$30	0%	0%
Exercise/Chair Yoga	Per Month	\$25	\$30	\$25	\$30	0%	0%
Sports	Per Month	\$25	\$30	\$25	\$30	0%	0%
Dances	Per Event	\$8	\$10	\$8	\$10	0%	0%
Picnic	Per Event	\$12	\$15	\$12	\$15	0%	0%
Field Trips	Per Week	\$30	\$36	\$30	\$36	0%	0%
Water Colors/Legos	Per Class	\$5	\$6	\$5	\$6	0%	0%
Youth Services							
Kids Club							
Before School	\$10/day; prorated \$86	\$172	\$207	\$172	\$207	0%	0%
After School	\$14/day; prorated \$120	\$240	\$288	\$240	\$288	0%	0%
Kindergarten After School	\$17/day; prorated \$149	\$298	\$358	\$298	\$358	0%	0%
<b>Kids Club Punch Pass (6)</b>	Per Pass	\$100	\$120	\$110	\$132	10%	10%
<b>Kids Club Punch Pass (12)</b>	Per Pass	\$160	\$192	\$170	\$204	6%	6%
No School Day	Per Day	\$85	\$102	\$85	\$102	0%	0%
Late Pickup	Per Day	\$2	\$2	\$2	\$2	0%	0%
Teens							
Dances	Per person	\$15	\$18	\$15	\$18	0%	0%
5th Grade Event, 8th Grade Event	At the door	\$30	\$35	\$30	\$35	0%	0%

		Approved 2023-24		Approved 2024-25		Change	
		Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident
Youth Advisory Board	Per person	\$30	\$35	\$30	\$35	0%	0%
Teen Classes	Per session	\$30	\$35	\$30	\$35	0%	0%
Teen Drop-in Fee	Per person	\$5	\$5	\$5	\$5	0%	0%
Break Camps							
Extended (5 days, 7am-6pm)	Per session	\$180	\$216	\$180	\$216	0%	0%
Kinder (5 days, 7am-6pm)	Per session	\$180	\$216	\$180	\$216	0%	0%
COVID Camp	Per session	\$190	\$228	\$190	\$228	0%	0%
Drop-in	Per person	\$45	\$54	\$45	\$54	0%	0%
<b>Extended (3 days, 7am-6pm)</b>	Per session	\$110	\$132	<b>\$120</b>	<b>\$144</b>	<b>9%</b>	<b>9%</b>
<b>Regular (5 days, 9am-3pm)</b>	Per session	\$140	\$168	<b>\$150</b>	<b>\$180</b>	<b>7%</b>	<b>7%</b>
Summer Camps							
FRESH Camp (CW)	2 week camp	\$240	\$288	\$240	\$288	0%	0%
Counselor in Training Camp	Per week (flat rate)	\$50	\$60	\$50	\$60	0%	0%
FRESH Camp Extended Care	Per Day	\$30	\$36	\$30	\$36	0%	0%
In-Camp Field Trips	Per Trip	\$15	\$18	\$15	\$18	0%	0%
Field Trips	Per Trip	\$20-\$40	\$30-\$50	\$20-\$40	\$30-\$50	0%	0%
Community Events							
Fishing in the City							
Pup-Kin Patch Dog Festival	Vendor Fee	\$75	\$90	\$75	\$90	0%	0%
Bands and Brews Beer	Per Item	\$5	\$6	\$5	\$6	0%	0%
Bands and Brews Beer + Mug	Per Item	\$10	\$12	\$10	\$12	0%	0%
Breakfast with Santa	Per Person	\$10	\$12	\$10	\$12	0%	0%
Children's Wonderland							
Individual Entry Fee:							
July - December	Per Person	\$4	\$5	\$4	\$5	0%	0%
January - June	Per Person	\$3	\$4	\$3	\$4	0%	0%
Group Field Trips	Per Person	\$3	\$4	\$3	\$4	0%	0%
Group & Family Rental (Some. Small)	Per Rental	\$35	\$45	\$35	\$45	0%	0%
Group & Family Rental (Some. Big)	Per Rental	\$70	\$80	\$70	\$80	0%	0%
Group & Family Rental (Some. B&S)	Per Rental	\$90	\$105	\$90	\$105	0%	0%
Thumper's Eggs-travaganza	Per Person	\$5	\$6	\$5	\$6	0%	0%
Pass (20 visits)	Per Pass	\$55	\$75	\$55	\$75	0%	0%
Rental of Entire Park	Per Day	\$1,000	\$1,500	\$1,000	\$1,500	0%	0%
Special Event /Per hour:							
Rental per hour	Per Hour	\$300	\$360	\$300	\$360	0%	0%
Security per hour	Per Hour	\$30	\$36	\$30	\$36	0%	0%
Deposit	Per Rental	\$200	\$240	\$200	\$240	0%	0%
Birthday/Picnic Reservations							
Free Day, 1 per month		N/C	N/C	N/C	N/C		
<b>Private Party Package - 2 hours</b>	<b>Per Rental</b>	<b>\$135</b>	<b>\$145</b>	<b>\$155</b>	<b>\$175</b>	<b>15%</b>	<b>21%</b>
<b>Birthday Party Balloons</b>	<b>Per Package</b>	<b>\$25</b>	<b>\$30</b>	<b>\$30</b>	<b>\$36</b>	<b>20%</b>	<b>20%</b>
Refundable Cleaning Fee	Per Rental	\$100	\$120	\$100	\$120	0%	0%
Stage, during Operating Hours	Per Hour	\$25	\$30	\$25	\$30	0%	0%
Stage, Special Event	Per Hour (2 hour minimum)	\$150	\$180	\$150	\$180	0%	0%
Electricity Fee	Per 2-hour timeslot	\$5	\$6	\$5	\$6	0%	0%
Community Center Fee Schedule							
Foley Cultural Center							
Kitchen	Per Hour	\$84	\$101	\$84	\$101	0%	0%
Lake Room	Per Hour	\$168	\$202	\$168	\$202	0%	0%
Vista Room	Per Hour	\$44	\$53	\$44	\$53	0%	0%
Refreshment Center	Per Hour	\$56	\$67	\$56	\$67	0%	0%
Arbor Room	Per Hour	\$37	\$44	\$37	\$44	0%	0%
Oak Room	Not Available						
Pine Room	Not Available						
Elm Room	Not Available						
Commercial Kitchen Rental:							
Per hour (Day 7am-7pm) 3 hr min	Per Hour	\$125	\$150	\$125	\$150	0%	0%

		Approved 2023-24		Approved 2024-25		Change	
		Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident
Per hour (Evening 7pm-7am) 3 hr min	Per Hour	\$62	\$74	\$62	\$74	0%	0%
Private Party							
Lake, Kitchen, Refreshment Ctr	5 Hours	\$1,050	\$1,260	\$1,050	\$1,260	0%	0%
Over 5 Hours	Per Hour	\$210	\$252	\$210	\$252	0%	0%
Vista Room, Refreshment Ctr (F&Su)	Per Hour (Fri or Sun 5 hr min)	\$74	\$89	\$74	\$89	0%	0%
Category II (Non-Profit 2 Hour Minimum)							
Kitchen	Per Hour	\$67	\$80	\$67	\$80	0%	0%
Lake Room	Per Hour	\$134	\$161	\$134	\$161	0%	0%
Vista Room	Per Hour	\$37	\$44	\$37	\$44	0%	0%
Refreshment Center	Per Hour	\$45	\$54	\$45	\$54	0%	0%
Arbor Room	Per Hour	\$29	\$35	\$29	\$35	0%	0%
Oak Room	Not Available						
Pine Room	Not Available						
Elm Room	Not Available						
North Vallejo Community Center							
Category I (Business 2 Hour Minimum)							
Banquet Room	Per Hour	\$52	\$62	\$52	\$62	0%	0%
Great Room	Per Hour	\$64	\$77	\$64	\$77	0%	0%
Kitchen	Per Hour	\$35	\$42	\$35	\$42	0%	0%
Craft Room	Per Hour	\$35	\$42	\$35	\$42	0%	0%
Private Party							
Banquet or Great Rooms	5 Hours	\$520	\$625	\$520	\$625	0%	0%
Over 5 Hours	Per Hour	\$104	\$125	\$104	\$125	0%	0%
Banquet, Great Room, and Kitchen	5 Hours	\$725	\$870	\$725	\$870	0%	0%
Over 5 Hours	Per Hour	\$145	\$174	\$145	\$174	0%	0%
Category II (Non-Profit 2 Hour Minimum)							
Banquet Room	Per Hour	\$42	\$50	\$42	\$50	0%	0%
Kitchen	Per Hour	\$28	\$34	\$28	\$34	0%	0%
Craft Room	Per Hour	\$28	\$34	\$28	\$34	0%	0%
Great Room	Per Hour	\$51	\$62	\$51	\$62	0%	0%
Norman C. King, SVCC							
Category I (Business 2 Hour Minimum)							
Multi-Purpose Room #1	Per Hour	\$70	\$84	\$70	\$84	0%	0%
Multi-Purpose Room #2	Per Hour	\$70	\$84	\$70	\$84	0%	0%
Multi-Purpose Room #1 & #2	Per Hour	\$140	\$168	\$140	\$168	0%	0%
Conference Room	Per Hour	\$42	\$51	\$42	\$51	0%	0%
Arts/Craft Room	Per Hour	\$42	\$51	\$42	\$51	0%	0%
Game Room	Per Hour	\$50	\$60	\$50	\$60	0%	0%
Kitchen	Per Hour	\$70	\$84	\$70	\$84	0%	0%
Commercial Kitchen Rental:							
Per hour (Day 7am-7pm) 3 hr min	Per Hour	\$90	\$108	\$90	\$108	0%	0%
Per hour (Evening 7pm-7am) 3 hr min	Per Hour	\$45	\$54	\$45	\$54	0%	0%
Private Party							
Multi-Purpose 1 or 2 and Kitchen	5 Hours	\$520	\$625	\$520	\$625	0%	0%
Over 5 Hours	Per Hour	\$104	\$125	\$104	\$125	0%	0%
Multi-Purpose 1 and 2 and Kitchen	5 Hours	\$725	\$870	\$725	\$870	0%	0%
Over 5 Hours	Per Hour	\$145	\$174	\$145	\$174	0%	0%
Category II (Non-Profit 2 Hour Minimum)							
Multi-Purpose Room #1	Per Hour	\$47	\$56	\$47	\$56	0%	0%
Multi-Purpose Room #2	Per Hour	\$47	\$56	\$47	\$56	0%	0%
Multi-Purpose Room #1 & #2	Per Hour	\$94	\$112	\$94	\$112	0%	0%
Conference Room	Per Hour	\$28	\$34	\$28	\$34	0%	0%
Arts/Craft Room	Per Hour	\$28	\$34	\$28	\$34	0%	0%
Game Room	Per Hour	\$35	\$42	\$35	\$42	0%	0%
Kitchen	Per Hour	\$47	\$56	\$47	\$56	0%	0%
Vallejo Community Center							
Category I (Business 2 Hour Minimum)							

		Approved 2023-24		Approved 2024-25		Change	
		Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident
Kitchen	Per Hour	\$67	\$80	\$67	\$80	0%	0%
Auditorium/Foyer	Per Hour	\$151	\$181	\$151	\$181	0%	0%
Foyer	Per Hour	\$101	\$121	\$101	\$121	0%	0%
Club Room	Per Hour	\$44	\$53	\$44	\$53	0%	0%
Teen Room	Per Hour	\$44	\$53	\$44	\$53	0%	0%
Commercial Kitchen Rental:							
Per hour (Day 7am-7pm), 3hr min	Per Hour	\$125	\$150	\$125	\$150	0%	0%
Per hour (Evening 7pm-7am), 3hr min	Per Hour	\$62	\$74	\$62	\$74	0%	0%
Private Party							
Kitchen/Foyer	5 Hours	\$685	\$820	\$685	\$820	0%	0%
Over 5 Hours	Per Hour	\$137	\$164	\$137	\$164	0%	0%
Kitchen/Foyer/Auditorium	5 Hours	\$945	\$1,135	\$945	\$1,135	0%	0%
Over 5 Hours	Per Hour	\$189	\$227	\$189	\$227	0%	0%
Category II (Non-Profit 2 Hour Minimum)							
Kitchen	Per Hour	\$54	\$65	\$54	\$65	0%	0%
Auditorium/Foyer	Per Hour	\$121	\$145	\$121	\$145	0%	0%
Foyer	Per Hour	\$81	\$97	\$81	\$97	0%	0%
Club Room	Per Hour	\$37	\$44	\$37	\$44	0%	0%
Teen Room	Per Hour	\$37	\$44	\$37	\$44	0%	0%
All Community Centers							
Additional Fees							
Banquet Seating (Set-up, Take-down)							
Up to 200	Per Set	\$150	\$180	\$150	\$180	0%	0%
201 to 350	Per Set	\$225	\$270	\$225	\$270	0%	0%
351 to 500	Per Set	\$270	\$325	\$270	\$325	0%	0%
Theatre Seating (Set-up, Take-down)							
Up to 150	Per Set	\$80	\$96	\$80	\$96	0%	0%
151 to 200	Per Set	\$90	\$108	\$90	\$108	0%	0%
201 to 300	Per Set	\$100	\$120	\$100	\$120	0%	0%
301 to 400	Per Set	\$110	\$132	\$110	\$132	0%	0%
401 to 500	Per Set	\$120	\$145	\$120	\$145	0%	0%
501 to 600	Per Set	\$130	\$156	\$130	\$156	0%	0%
Deposits/Additional Fees							
Foley	Refundable Cleaning Deposit	\$750	\$900	\$750	\$900	0%	0%
VCC	Refundable Cleaning Deposit	\$750	\$900	\$750	\$900	0%	0%
N. King	Refundable Cleaning Deposit	\$400	\$480	\$400	\$480	0%	0%
NVCC	Refundable Cleaning Deposit	\$400	\$480	\$400	\$480	0%	0%
Public Address System Rental:							
Audio	Per Item	\$50	\$60	\$50	\$60	0%	0%
Projection	Per Item	\$50	\$60	\$50	\$60	0%	0%
Security Officer:							
July	Per Hour	\$36	\$44	\$36	\$44	0%	0%
Aug - Jan	Per Hour	\$36	\$44	\$36	\$44	0%	0%
Feb - June	Per Hour	\$36	\$44	\$36	\$44	0%	0%
Surcharge	Per Hour	\$25	\$30	\$25	\$30	0%	0%
Jumper Permit	Per Day	\$30	\$36	\$30	\$36	0%	0%
Additional Custodial	Per Hour	\$50	\$60	\$50	\$60	0%	0%
Application Fee	Per Application	\$25	\$30	\$25	\$30	0%	0%
Park Reservation							
Field Rentals All Fields							
Resident Non-Profit	Per hour, 2 hour minimum	\$14	\$17	\$14	\$17	0%	0%
Non Resident Non-Profit	Per hour, 2 hour minimum	\$17	\$20	\$17	\$20	0%	0%
Resident Profit	Per hour, 2 hour minimum	\$32	\$39	\$32	\$39	0%	0%
Non Resident Profit	Per hour, 2 hour minimum	\$48	\$58	\$48	\$58	0%	0%
<b>Dan Foley Artificial Turf Field:</b>							
	Per hour Mon - Fri	\$40	\$48	<b>\$48</b>	<b>\$58</b>	<b>20%</b>	<b>21%</b>
	Per hour Sat - Sun	\$48	\$58	<b>\$58</b>	<b>\$70</b>	<b>21%</b>	<b>21%</b>
Dan Foley Concession Stand	Per hour flat rate	\$40	\$50	\$40	\$50	0%	0%

		Approved 2023-24		Approved 2024-25		Change	
		Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident
Pickleball Court	Per hour, per court, flat rate	\$14	\$17	\$14	\$17	0%	0%
Tennis Court	Per hour, per court, flat rate	\$14	\$17	\$14	\$17	0%	0%
Basketball Court	Per hour, per court, flat rate	\$14	\$14	\$14	\$14	0%	0%
Bocce Ball Court	Per hour, per court, flat rate	\$14	\$17	\$14	\$17	0%	0%
Foot Golf Course	Per Person	\$14	\$17	\$14	\$17	0%	0%
Field Prep (Baseball & Softball)							
<b>Non-Profit</b>	<b>Per Hour</b>	<b>\$25</b>	<b>\$30</b>	<b>\$30</b>	<b>\$36</b>	<b>20%</b>	<b>20%</b>
<b>Profit</b>	<b>Per Hour</b>	<b>\$30</b>	<b>\$36</b>	<b>\$35</b>	<b>\$42</b>	<b>17%</b>	<b>17%</b>
Lights @ all Sites							
Resident	Per hour, 2 hour minimum	\$35	\$42	\$35	\$42	0%	0%
Non-Resident	Per hour, 2 hour minimum	\$40	\$48	\$40	\$48	0%	0%
Dan Foley Park Picnic Area							
Lakeview East	Per Area	\$111	\$142	\$111	\$142	0%	0%
Lakeview West	Per Area	\$111	\$142	\$111	\$142	0%	0%
Lakeview Entire	Per Area	\$214	\$277	\$214	\$277	0%	0%
Meadows	Per Area	\$105	\$135	\$105	\$135	0%	0%
Willow Glen	Per Area	\$105	\$135	\$105	\$135	0%	0%
Mountain View	Per Area	\$236	\$308	\$236	\$308	0%	0%
Blue Rock Springs Picnic Area							
Lower Vista Area	Per Area	\$104	\$147	\$104	\$147	0%	0%
Upper Vista	Per Area	\$104	\$147	\$104	\$147	0%	0%
Vista Entire	Per Area	\$194	\$252	\$194	\$252	0%	0%
Grove	Per Area	\$187	\$243	\$187	\$243	0%	0%
Pines	Per Area	\$224	\$290	\$224	\$290	0%	0%
Lake Area	Per Area	\$79	\$103	\$79	\$103	0%	0%
Parkview	Per Area	\$76	\$99	\$76	\$99	0%	0%
Trailside	Per Area	\$76	\$99	\$76	\$99	0%	0%
Peacock Roost	Per Area	\$76	\$99	\$76	\$99	0%	0%
Playground Vista	Per Area	\$97	\$126	\$97	\$126	0%	0%
Blue Rock Terrace	Per Area	\$76	\$99	\$76	\$99	0%	0%
Crest Ranch Park							
Crest Ranch Park, Highland	Per Area	\$49	\$64	\$49	\$64	0%	0%
Hanns Park							
Hanns Park	Per Area	\$71	\$92	\$71	\$92	0%	0%
Richardson Park							
Richardson Park	Per Area	\$53	\$67	\$53	\$67	0%	0%
Highlands Park							
<b>Highlands Park</b>	Per Area	<b>\$51</b>	<b>\$66</b>	<b>\$61</b>	<b>\$79</b>	<b>20%</b>	<b>20%</b>
Jumper House Permit	Per Permit						
Blue Rock, Dan Foley, Richardson	Per Day	\$30	\$30	\$30	\$30	0%	0%
Crest Ranch Park, Highland, Hanns	Per Day	\$30	\$30	\$30	\$30	0%	0%
Parking Fees							
<b>Dan Foley Park</b>	Per day, 7 days a week	<b>\$5</b>	<b>\$6</b>	<b>\$6</b>	<b>\$8</b>	<b>20%</b>	<b>33%</b>
<b>Blue Rock Springs</b>	Per day, 7 days a week	<b>\$5</b>	<b>\$6</b>	<b>\$6</b>	<b>\$8</b>	<b>20%</b>	<b>33%</b>
Special Event Fees							
Rental of entire park							
Dan Foley	Per Day	\$3,000	\$5,000	\$3,000	\$5,000	0%	0%
Blue Rock Springs	Per Day	\$3,000	\$5,000	\$3,000	\$5,000	0%	0%
All Parks	Per Hour	\$30	\$40	\$30	\$40	0%	0%
Security/Cleaning Deposit	Per Deposit	\$550	\$660	\$550	\$660	0%	0%
Alcohol Permit	Per Permit	\$35	\$40	\$35	\$40	0%	0%
Sound Permit	Per Permit	\$35	\$40	\$35	\$40	0%	0%
Still Photography	Per Permit	\$300	\$350	\$300	\$350	0%	0%
	Per Hour	\$75	\$90	\$75	\$90	0%	0%

		Approved 2023-24		Approved 2024-25		Change	
		Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident	Fee - Resident	Fee - Non Resident
Video/Movie Productions	Per Permit	\$1,000	\$1,200	\$1,000	\$1,200	0%	0%
Outdoors	Per Hour	\$250	\$300	\$250	\$300	0%	0%
Indoors (rental of space not included)	Per Hour	\$250	\$300	\$250	\$300	0%	0%
Staffing/Vehicle	Per Hour	\$52	\$60	\$52	\$60	0%	0%
<b>GVRD Activity Guide</b>							
Full page, back cover	Per AD	\$1,300	\$1,560	\$1,300	\$1,560	0%	0%
Full page, inside cover (front/back)	Per AD	\$1,150	\$1,380	\$1,150	\$1,380	0%	0%
Full page, inside (non-glossy, guts)	Per AD	\$1,050	\$1,260	\$1,050	\$1,260	0%	0%
1/2 page	Per AD	\$600	\$720	\$600	\$720	0%	0%
1/4 page	Per AD	\$400	\$480	\$400	\$480	0%	0%
1/8 page	Per AD	\$200	\$240	\$200	\$240	0%	0%
<b>Digital GVRD Activity Guide</b>							
Full page, back cover	Per AD	\$350	\$420	\$350	\$420	0%	0%
Full page, inside cover (front/back)	Per AD	\$300	\$360	\$300	\$360	0%	0%
Full page, inside (non-glossy, guts)	Per AD	\$300	\$360	\$300	\$360	0%	0%
1/2 page	Per AD	\$200	\$240	\$200	\$240	0%	0%
1/4 page	Per AD	\$150	\$180	\$150	\$180	0%	0%
1/8 page	Per AD	\$150	\$180	\$150	\$180	0%	0%
<b>Administrative Fees</b>							
Audit Copy	Each	\$5	\$6	\$5	\$6	0%	0%
Audit Copy Emailed		N/C	N/C	N/C	N/C		
Board Agenda (w/out att.) Emailed		N/C	N/C	N/C	N/C		
Board Agenda (w/out att.) US Mail	Per Agenda	\$2	\$3	\$2	\$3	0%	0%
Board Agenda (with att.) Emailed		N/C	N/C	N/C	N/C		
Board Agenda (with att.) US Mail	Per Packet	\$5	\$6	\$5	\$6	0%	0%
Budget Copy - Emailed		N/C	N/C	N/C	N/C		
Budget Copy - US Mail	Per Packet	\$5	\$6	\$5	\$6	0%	0%
<b>Mailing &amp; Handling Fee:</b>							
1-9 pages	Per Set	\$2	\$3	\$2	\$3	0%	0%
10+ pages	Per Set	\$5	\$6	\$5	\$6	0%	0%
Return Check Fee	Per Check	\$25	\$30	\$25	\$30	0%	0%
Plan Sets	Det. by actual cost per set						

## EXHIBIT B - Service Agreement Template

### Greater Vallejo Recreation District PROFESSIONAL SERVICES CONTRACT

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_” and \_\_\_\_\_, hereinafter referred to as “Consultant.”

#### **RECITALS:**

**WHEREAS**, the Greater Vallejo Recreation District desires to retain a person or firm to provide the following service: \_\_\_\_\_ for \_\_\_\_\_; and

**WHEREAS**, Consultant warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the Contract made, and the payments to be made by \_\_\_\_\_, the parties agree to the following:

#### **1. SCOPE OF SERVICES:**

- A. Consultant agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made part hereof. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of a conflict between this Agreement and any Exhibit or other document relating to the scope of services or payment, the terms of this Agreement shall control.
- B. Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Exhibit B or as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.
- C. Standard of Performance – Consultant shall perform all services under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant’s profession in California.
- D. Time is of the essence of this agreement.

#### **2. FURNISHED SERVICES:**

The Greater Vallejo Recreation District agrees to:

- A. Guarantee access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

#### **3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said



fees shall remain in effect for the entire term of the Contract. Consultant shall provide GVRD with a Federal Tax I.D. number prior to submitting the first invoice. Consultant shall submit monthly invoices to \_\_\_\_\_ in the form approved by \_\_\_\_\_. Such invoices shall at a minimum itemize the services performed as of the date of the invoice and set forth a progress report, including work accomplished, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours worked and the hourly rate for each person consistent with Exhibit B.

**4. MAXIMUM COST NOT TO EXCEED:**

In no event will the cost for the services to be provided herein exceed the maximum sum of \$ \_\_\_\_\_. The payments shall constitute all compensation to Consultant for all costs of services, including but not limited to, direct costs of labor of employees engaged by Consultant, travel expense, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall GVRD be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to \_\_\_\_\_ may be amended by written notice from \_\_\_\_\_ to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on the date this agreement is made as set forth above and shall terminate on \_\_\_\_\_. **[Insert options to renew if applicable.]** All Certificate(s) of Insurance must be received by \_\_\_\_\_ prior to approval of this Agreement. Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Consultant. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services.

**6. INSURANCE: [Insurance Provisions shall be revised on a case-by-case basis]**

Commercial General Liability:

The Consultant shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). GVRD shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant, Consultant shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provide to GVRD prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance:

**[If Errors and Omissions, Professional Liability or Malpractice Insurance is required insert detailed requirements here.]** Consultant may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a “per occurrence” basis unless \_\_\_\_\_ specifically consents to a “claims made” basis. The insurer shall supply \_\_\_\_\_ adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to approval of this Agreement and commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Consultant’s duty to notify \_\_\_\_\_ immediately upon receipt of the notice of cancellation or non-renewal.

If Consultant is not required to carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, GVRD may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Consultant and/or any sub-Consultant shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of \_\_\_\_\_ based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any sub-Consultant understands and agrees that Consultant and/or any sub-Consultant is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances.

**8. SUBCONTRACTING:**

The Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Greater Vallejo Recreation District except for any subcontract work identified herein. If Consultant hires a subconsultant under this Contract, Consultant shall require subconsultant to provide and maintain insurance coverage(s) identical to what is required of Consultant under this Contract and shall require subconsultant to name Consultant and the Greater Vallejo Recreation District as an additional insured under this Contract for general liability. It shall be Consultant’s responsibility to collect and maintain current evidence of insurance provided by its subconsultants and shall forward to the Greater Vallejo Recreation District evidence of the same.

**9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Consultant and may not be transferred or assigned without the express prior written consent of the Greater Vallejo Recreation District.

**10. LICENSING AND PERMITS:**

The Consultant shall maintain the appropriate licenses throughout the life of this Contract. Consultant shall also maintain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all

expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the completion of this Contract. Consultant will permit the Greater Vallejo Recreation District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Any audit may be conducted on Consultant's premises or, at the Greater Vallejo Recreation District's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from the Greater Vallejo Recreation District. Consultant shall refund any monies erroneously charged.

**12. WORK PRODUCT/ PRE-EXISTING WORK PRODUCT OF CONSULTANT:**

Any and all work product resulting from this Contract is commissioned by \_\_\_\_\_ as a work for hire. \_\_\_\_\_ shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Consultant incorporates into the work product any pre-existing work product owned by the Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to \_\_\_\_\_.

Consultant shall fully defend, indemnify and hold harmless \_\_\_\_\_, its officers, agents employees and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. This obligation shall survive any termination of this Agreement.

**13. CONFIDENTIALITY OF INFORMATION:**

During performance of this Agreement, Consultant may gain access to and use \_\_\_\_\_ information including but not limited to inventions machinery, products, prices, apparatus, costs, discounts, future plans business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "\_\_\_\_\_ Information" that are valuable, special and unique assets of the \_\_\_\_\_. Consultant agrees to protect all \_\_\_\_\_ information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any \_\_\_\_\_ information to a third party without the prior written consent of \_\_\_\_\_. In addition Consultant shall comply with any \_\_\_\_\_ policies governing use of \_\_\_\_\_'s network and technology systems. A violation by Consultant of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**14. TERMINATION:**

- A. If the Consultant fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, \_\_\_\_\_ may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Consultant shall be excused for failures to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control but only for the period of time such performance is rendered impossible due to a qualifying event.
- C. Either party hereto may terminate this Contract without cause by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s). Consultant shall submit to \_\_\_\_\_ an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. \_\_\_\_\_ shall pay Consultant for any services for which compensation is owed; provided, however, \_\_\_\_\_ shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by the Agreement. Consultant shall promptly deliver to \_\_\_\_\_ all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of \_\_\_\_\_ without additional compensation to Consultant.
- E. \_\_\_\_\_ shall have the right to temporarily suspend Consultant's performance in whole or in part, by giving a written notice of suspension to Consultant. If \_\_\_\_\_ gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

## 15. APPROPRIATIONS:

\_\_\_\_\_’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by \_\_\_\_\_, the State of California or other third party. Should the funds not be appropriated, \_\_\_\_\_ may terminate this Contract with respect to those payments for which such funds are not appropriated. \_\_\_\_\_ will give Consultant thirty (30) days’ written notice of such termination. All obligations of \_\_\_\_\_ to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from \_\_\_\_\_, the State of California or other third party, \_\_\_\_\_’s performance and obligation to pay under this Contract is limited by the availability of those funds.

Should the funding source for this Contract be eliminated or reduced, upon written notice to Consultant, \_\_\_\_\_ may reduce the Maximum Cost to \_\_\_\_\_ identified in section 4 to reflect that elimination or reduction.

**16. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of \_\_\_\_\_. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding, social security, and workers' compensation.

**17. AMENDMENT:**

This Contract may be amended or modified only by written Agreement of all parties.

**18. ASSIGNMENT OF PERSONNEL:**

The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to \_\_\_\_\_, as is evidenced in writing.

**19. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Vallejo, Solano County, California.

**20. INDEMNIFICATION:**

[Use for Non – Design Professional.] Consultant agrees to indemnify, defend, and hold \_\_\_\_\_, its employees, officers, and agents harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Consultant's negligence, recklessness or willful misconduct in the performance of this Contract.

[Use for Design Professional.] CONSULTANT shall defend, indemnify and hold harmless \_\_\_\_\_, its officers, agents, employees, members and volunteers, from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property related to the performance of this Agreement, but only in proportion to and to the extent such liability, claims, losses, damages or expenses arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the CONSULTANT. Notwithstanding the previous sentence, in the event that one or more defendants in an action is unable to pay its share of defense costs due to bankruptcy or dissolution of a business, CONSULTANT shall meet and confer with the other parties to the action regarding unpaid defense costs. Each party to this Agreement shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. CONSULTANT shall pay all costs and expenses that may be incurred by \_\_\_\_\_ in enforcing this indemnification provision, including reasonable attorneys' fees.

The existence or acceptance by \_\_\_\_\_ of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of \_\_\_\_\_'s rights under this section, nor shall the limits of such insurance limit the liability of Consultant hereunder. The

provisions of this section shall survive any expiration, assignment or termination of this Agreement.

## **21. COMPLIANCE WITH APPLICABLE LAWS:**

The Consultant shall comply with any and all Federal, State and local laws, rules, regulations, ordinances and resolutions: including, but not limited to \_\_\_\_\_. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. Consultant shall conform with the Americans With Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) and any regulations and guidelines issued pursuant to that law and Labor Code sections 1720, *et seq.* which require prevailing wages (in accordance with DIR determinations (see [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to \_\_\_\_\_ when due all applicable business taxes. \_\_\_\_\_ may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, \_\_\_\_\_ will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Consultant agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws, as amended from time to time, that may apply to services, programs or activities for the benefit of the public.

**[Include Section 3 and Exhibit D, and E as applicable, if the Agreement involves State or Federal funding.]**

3. For Contracts involving any State or Federal grant funds, **Exhibit D** must be attached. **Exhibit D** shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

### **Exhibit D – Debarment Certification**

**By signing and submitting this Contract, the Consultant is agreeing to abide by the debarment requirements and set out below:**

- The certification in this clause is a material representation of fact relied upon by \_\_\_\_\_.
- The Consultant shall provide immediate written notice to \_\_\_\_\_ if at any time the Consultant learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Consultant certifies that none of its principals, affiliates, agents, representatives or Consultants are excluded, disqualified or ineligible for the award of contracts by and Federal agency and Consultant further certifies to the best of its knowledge and belief, that it and its principals:



- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by and Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of those offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Consultant agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subConsultant will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**22. NOTICES:**

This Contract shall be managed and administered on \_\_\_\_\_’s behalf by the Department Contract Manager named below. Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to the person identified below. Mailed notices shall be deemed received 3 days after depositing in the US Mail.

Contract Manager: \_\_\_\_\_  
 Dept./ Location: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email: \_\_\_\_\_

Notices shall be given to Consultant at the following address:

Consultant: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email: \_\_\_\_\_



**23. CONFLICT OF INTEREST:**

- A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of \_\_\_\_\_ or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-Consultant, without the written consent of \_\_\_\_\_. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of \_\_\_\_\_ at all times during the performance of this Agreement.
- B. Consultant shall comply with the requirements of the Political Reform Act, California Government Code sections 87200 *et seq.*, and comply with the conflict of interest provisions of the Political Reform Act that generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. This includes individuals who make government decisions or who serve in a staff capacity.
- C. The individuals who will provide services or perform work pursuant to this Agreement are "Consultants" within the meaning of the Political Reform Act. \_\_\_\_\_ Yes \_\_\_\_\_ No If Yes is checked by \_\_\_\_\_, Consultant must, within 30 days after execution of the Agreement ensure that all individuals, subject to filing requirements, file with \_\_\_\_\_ the appropriate Statements of Economic Interests.
- D. The above Statements of Economic Interest are public records subject to public disclosure under the California Public Records Act. \_\_\_\_\_ may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

**24. INTERPRETATION:**

The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings.

**25. SEVERABILITY:**

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**26. ENTIRETY OF CONTRACT:**

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations,

understandings and negotiations, whetherwritten or oral, among the parties with respect to the subject matter hereof.

**27. NO WAIVER:**

Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**28. ACKNOWLEDGEMENT OF EXHIBITS:**

<b>✓</b>	<b><i>Check Applicable Exhibits</i></b>	<b>Consultant's Initials</b>
	<b>Exhibit A.</b> Scope of Services	
	<b>Exhibit B.</b> Fees and Payment	
	<b>Exhibit C.</b> Insurance Reduction/ Waiver (if applicable)	
	<b>Exhibit D.</b>	
	<b>Exhibit E.</b>	

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first written above.

**CONSULTANT:**

**APPROVED BY** \_\_\_\_\_ :

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form**

\_\_\_\_\_  
 \_\_\_\_\_ **Counsel**

**EXHIBIT “A”  
SCOPE OF SERVICES (required)**

**Scope and Schedule**

**EXHIBIT “B”  
FEES AND PAYMENT SCHEDULE (required)**

Consultant shall perform the services outlined in **Exhibit A** for a fee not to exceed the maximum sum indicated in section 4 of this Contract.

**EXHIBIT “C”  
INSURANCE REDUCTION/ WAIVER (if applicable)**

**EXHIBIT “D”  
[Provisions Required by Funding Source if applicable]**

**EXHIBIT “E”  
Additional Exhibits as Required**