



MARKETING AND COMMUNICATIONS SERVICES

REQUEST FOR PROPOSALS
SUBMISSION DEADLINE FOR PROPOSALS:
Friday, July 24, 2026, 5pm

BACKGROUND

The Greater Vallejo Recreation District (GVRD) is a separate government agency from the City of Vallejo that provides parks and recreation programs for children, families, and seniors in Vallejo. GVRD operates primarily by means of locally controlled funding and receives revenue from fees for services, park entrances, programs, and facility rentals. Grants and park dedication permit fees assist in the provision for new park development projects and ongoing maintenance.

GVRD manages 407 acres of public park space including 33 parks, an Olympic-size swimming pool, children's instruction pool and 4 community centers. GVRD maintains over 1,000 acres of public land and offers programs that benefit over 120,000 Vallejo residents of all ages each year.

GVRD consists of two primary divisions, Recreation, and Parks/Facility Maintenance and provides a wide range of services and offerings to the community and surrounding region. Youth and adult sports, afterschool care, break camps, community centers, a large-scale aquatics facility, and much more.

MISSION

The mission of GVRD is to build community and enhance the quality of life through people, parks, and programs.

Adopted in October 2021, the GVRD 10- Year Master Plan recommends developing an annual communication and marketing plan as well as increasing community awareness of parks and recreational facilities and services. Further details regarding these goals are below:

Objective: Increase and improve communication to District residents

This plan would assess the District's various methods of information delivery annually, to reach and maintain benchmarks for communications and marketing established by the District and community.

Action:

- Continue to engage the community in current and future parks and recreation planning efforts.
- Continue to promote and create awareness of the parks, facilities, programs and activities throughout the District website and social media
- Develop a District market plan to ensure diversity in communication methods, and a branding plan. It should be reviewed regularly and updated as needed and should be front facing to the public, i.e., web page, social media that includes but is not limited to:
 - Branding of the District
 - Wayfinding and signage standards
 - Increased use of social media
 - Use and development of the District's website
 - Partner opportunities

- Continue to use and enhance program marketing using an equity lens with specific emphasis on program promotion in the Spanish language
- Ensure communication channels align with preferences identified in the master plan. Place a greater priority on use of email, marketing targeted to a new customer base and current customers, social media, and distribution of the program guide. Reduce emphasis on efforts related to school newsletters, street banners, flyers and use of local media.

SCOPE OF WORK

Greater Vallejo Recreation District is seeking proposals from qualified marketing and communications professionals specializing in parks and recreation and/or community-based promotion.

The following is an overview of marketing and communications work anticipated to be completed for GVRD **September 1, 2026 – September 1, 2027**. Note: One-year contract extension optional up to two additional years will be available with both parties in agreement.

Website

The Greater Vallejo Recreation District's web page: gvr.org, is a focal point for community outreach and involvement. Consistent formatting and relevant and timely informational updates are essential for the success of the District

- Weekly content updates and promotion of current and upcoming services
- Adding events to the Events page
- Maintaining event teasers on landing page
- Adding press releases to the news and announcements link
- Keeping all content on all pages and sections accurate and reflecting most current information

CIVIC REC Specific needs for CIVIC REC

- Maintain direct registration links for all programming on website
- Update CIVIC REC splash page and the Website template

CIVIC REC is the online registration and rental platform used by the District for household and individual access to all paid programs. Integration with website content and ease of data sharing is required

- Coordinate with District staff for accuracy of information
- Provide links and photos for insertion into CIVIC REC

SWOT Analysis

Requesting a SWOT analysis for both our social media and our marketing plan Marketing Analytics & Performance Measurement. The District seeks a marketing partner that can demonstrate measurable outcomes and provide actionable data to

evaluate the effectiveness of marketing investments and outreach efforts.

Marketing Attribution & Conversion Tracking

The selected consultant shall develop systems and processes to track the effectiveness of marketing campaigns and their impact on program registrations, facility rentals, event attendance, sponsorships, and customer engagement.

- Track registration conversions from digital marketing campaigns utilizing CIVIC REC registration links, website analytics, social media campaigns, email marketing, and paid advertising.
- Develop campaign-specific tracking methods including unique URLs, QR codes, landing pages, UTM codes, and referral tracking.
- Provide recommendations on marketing investments based on conversion rates and return on investment (ROI).
- Identify the most effective communication channels by program area, demographic group, and campaign type.
- Measure customer acquisition costs and registration conversion rates.
- Analyze participant behavior from first interaction through registration completion.
- Provide recommendations to improve registration conversion rates and customer retention.

Newsletter

A weekly emailed newsletter is a key component to reach users and keep them abreast of current activities within the District

- Create weekly e-newsletter that is reviewed and approved by the General Manager in advance for release on Monday mornings by 10am
- Include at least one item or update from each of the District's divisions and a promotion or special event announcement
- Ensure distribution to existing recipients and expand this reach
- Coordinate with staff to update and grow the distribution list utilizing Engage feature on website

Social Media

The District employs a variety of social media outlets for outreach including: Instagram, Facebook, and Twitter

- Manage all social media platforms and create and update relevant content daily. Act as moderator and respond to community inquiries
- Create events for upcoming District-sponsored activities
- Cross-promote events and programs of partners and community-based organizations that serve the mission of the District
- Create original content, including photographs, and obtain appropriate user-

generated content of GVRD programs and locations for use on social media platforms

Press Releases

Develop press releases at the request, and with the final approval of, the General Manager or designee to promote District related events and occasions

Annual Report

Create an Annual Report for print and web distribution that showcases the District's financial status from the previous fiscal year.

- Proofread, provide advance drafts for District staff review/edits, finalize draft, and facilitate printing through external services

Marketing Plan

An annual marketing plan assists the District in planning and scheduling outreach efforts and provides templates, strategies, and processes to maximize awareness, participation, and community engagement for District programs, services, events, and facilities. The plan shall be drafted immediately following the notice of contract award and submitted for review and approval by the General Manager no later than September 30, 2026. Implementation of any and all aspects of the plan shall be dependent upon available funding and final approval by the General Manager.

The annual marketing plan shall include, at a minimum, the following components:

Executive Summary:

- Assessment of Current Marketing Efforts, Including Strengths, Weaknesses, Opportunities, and Threats (SWOT Analysis)
- Discussion of Branding and Recommendations
- Target Customer and Audience Analysis, Including Demographic Segmentation
- Community Outreach and Engagement Strategy

Digital Marketing Strategy, Including:

- Website recommendations
- Search Engine Optimization (SEO)
- Email marketing campaigns
- Social media strategy and content calendar
- Digital advertising recommendations

Traditional Marketing Strategy, Including:

- Print materials
- Direct mail
- Outdoor advertising
- Media relations and press releases

Distribution Plan

- Marketing Materials and Creative Standards

- Promotion Strategy for Programs, Events, Facilities, Sponsorships, and

Community Initiatives

- Proposed Partnerships and Cross-Promotional Opportunities
 - Sponsorship Development and Revenue Generation Opportunities
 - Retention and Growth Strategy for Participants, Members, and Customers
 - Customer Journey and User Experience Recommendations
- Marketing Performance Metrics and Key Performance Indicators (KPIs), including:
 - Reach and impressions
 - Website traffic
 - Program registrations
 - Event attendance
 - Social media engagement
 - Email open and click-through rates
 - Return on investment (ROI)
 - Annual Marketing Calendar with Recommended Campaign Timelines
 - Budget Recommendations and Prioritization of Marketing Activities
 - Reporting and Evaluation Framework, Including Quarterly Progress Reports and Recommendations for Continuous Improvement

Internal Communication

Communication must be facilitated internally to all staff of the District to ensure accurate information sharing and promote culture of inclusivity and ownership of roles

Executive Dashboard & Data Visualization

The District desires a monthly executive dashboard that provides clear, visual, and data-driven insights regarding marketing performance and community engagement.

Dashboard Requirements

The selected consultant shall develop and maintain a monthly dashboard that includes, but is not limited to:

- Website traffic and engagement metrics
- Program registration trends
- Event attendance trends
- Conversion rates by marketing campaign
- Email marketing performance metrics
- Social media growth and engagement metrics
- Audience demographics
- Top-performing content
- Return on advertising spend (ROAS)
- Cost per registration and customer acquisition metrics
- Facility rental inquiries generated through marketing efforts

- Sponsorship and partnership engagement metrics
- District-wide marketing performance summary
- The dashboard shall include visual charts, graphs, and trend analysis suitable for presentation to the General Manager and Board of Directors.

Key Performance Indicators (KPIs)

The consultant shall establish annual benchmarks and measurable performance goals in collaboration with District staff.

KPIs may include:

- Increase website traffic by agreed-upon percentage
- Increase CIVIC REC registrations by agreed-upon percentage
- Increase social media followers and engagement
- Increase email subscriber base
- Increase newsletter open and click-through rates
- Increase participation in targeted programs and events
- Increase facility rental inquiries
- Improve customer retention rates
- Improve community awareness of District programs and services
- Annual KPI progress shall be reported quarterly and annually.

Content Creation & Digital Storytelling

The District seeks innovative and creative approaches to community engagement and storytelling.

The selected consultant shall:

- Develop short-form video content for Instagram Reels (user generated content), Facebook Reels, YouTube Shorts, and emerging platforms.
- Create participant testimonials and success stories.
- Produce staff spotlights, volunteer spotlights, and community partner features.
- Develop recurring content series highlighting parks, facilities, programs, and events.
- Capture professional photography and videography at District programs and events.
- Create content specifically designed to increase engagement, reach, and shareability.
- Develop strategies to engage younger audiences and emerging community demographics.
- Utilize user-generated content and community storytelling opportunities where appropriate.

Community Reach & Audience Growth

The selected consultant shall develop strategies to expand the District's audience and reach new participants.

Strategies may include:

- Audience segmentation and targeted marketing campaigns.
- Geo-targeted advertising.
- Multicultural and bilingual outreach campaigns.
- Influencer and community ambassador partnerships.
- Strategic partnerships with schools, youth organizations, nonprofits, and local businesses.
- Community surveys and customer feedback collection.
- Recommendations for emerging communication platforms and technologies.

Board Reporting & Strategic Recommendations

The selected consultant shall attend quarterly meetings (virtual or in-person as requested) with District leadership to review performance metrics and provide strategic recommendations.

Reports shall include:

- Successes and challenges.
- ROI analysis of marketing campaigns.
- Recommendations for future investments.
- Program-specific marketing performance.
- Industry trends and best practices.
- Opportunities to improve customer engagement and registration conversion.

Reporting

Regular reporting is key to providing metrics for successes and areas to be improved

- Provide monthly report to the General Manager on all marketing campaigns and external communications; including, , follow consistent adopted branding, social media, email newsletter metrics, print marketing distribution, and all other marketing outlets utilized.
- Provide an annual report to the General Manager on all marketing related topics and external/internal communication efforts.
- Provide monthly and quarterly District status updates including administration, planning, marketing, aquatics, recreation, and maintenance to be posted on the District's website and distributed to the Greater Vallejo Recreation District Board of Directors.
- Draft and provide to the General Manager an annual District report on all programs and services; including administration, planning, marketing, aquatics, recreation, and maintenance to update and inform the Board of Directors.

Selection:

Proposals received by the District will be reviewed by a selection committee. The selection committee will use the following criteria and point system to evaluate all the proposals received.

CRITERIA

Proposals will be evaluated and ranked based on proven experience, expertise, and technical merit for the requested services. Added consideration will be given to those applicants who have successfully completed similar projects for special districts.

1	Demonstrated knowledge of the GVRD's Parks and Recreation programs and facilities, Comprehensive Master Plan, annual goals, and the vision and mission of the District.	30 Points
2	Demonstrated ability to produce and distribute targeted marketing and communication materials and successfully and positively engage the community.	30 Points
3	Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, and ability to meet schedules.	20 Points
4	Evaluation of how the cost of the proposal aligns with the District's proposed budget and how the proposed cost compares with the services and products provided.	20 Points
TOTAL		100 Points

Proposals should include no more than three (3) professional references

EVALUATION PROCEDURE

Following the evaluation of the proposals, the selection committee may request an interview and/or demonstration from proposers. The selection committee will make a recommendation to the General Manager who will make a final decision.

CONTRACT NEGOTIATIONS

Following the evaluation, interview, and demonstration, the selection committee will recommend a vendor to move forward with contract negotiations. The District will begin negotiations with its first preferred contract at this point in the process, but may meet with other contractors, if contract negotiations are not amicable. Attached to this outreach is a sample contract that will be used, contractors must comply with all requirements listed.

DELIVERY OF PROPOSALS

Address proposal to:
Pamela Sloan, Interim General Manager
Greater Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590

You may also email proposals to: recreation@gvrd.org

Deadline to submit proposals is Friday, July 24, 2026, at 5pm.

Any qualification statements received after the above specified time will not be considered.

GVRD reserves the right to cancel this request in whole or in part at any time, or otherwise reject any submissions for reasons deemed by GVRD that such an action would be in GVRD's best interest.

**GREATER VALLEJO
RECREATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into on this _____th day of _____ 20____ between the **GREATER VALLEJO RECREATION DISTRICT**, a public agency ("District"), and **INSERT NAME OF ENTITY**, a California Corporation ("Consultant").

RECITALS

WHEREAS, the District desires to contract with Consultant for certain services necessary for **[DESCRIBE SERVICES BEING PROVIDED BY CONSULTANT]** located at **[INSERT DISTRICT PROPERTY NAME AND ADDRESS]**.

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit "B" and incorporated by reference herein. All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by _____ professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant's Proposal, this Agreement, or any reports or documents prepared in connection with this Agreement.

Consultant agrees to undertake the discrete tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager and _____. Agreement for _____ Services between Greater Vallejo Recreation District and Consultant, Inc.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 12, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than **[INSERT DATE RANGE OR REQUIRED COMPLETION DATE]**. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

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

4. Independent Consultant Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent Consultant. Consultant is solely responsible for selecting the means, methods, and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement. Neither the District nor any of its employees shall have any control over the manner or means

by which Consultant or its staff perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent Consultant of District and shall remain under only such obligations as are consistent with that role.

Consultant represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant. In the event that Consultant or any staff of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent Consultant for the District, then Consultant shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

Consultant will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to Consultant's work, including but not limited to those relating to copyright, trademark, or other intellectual property matters.

6. Environmental Laws.

Consultant shall comply with all applicable environmental laws, ordinances, codes, and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

7. Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend, and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

8. Acknowledgement of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

District shall pay Consultant upon completion of the work within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

Total Project Cost Not to Exceed: [\$ 00,000.00]

or

[INSERT WRITTEN AMOUNT]

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. The District's Project Manager shall be _____, _____ [job title].

11. Ownership of Documentation

All maps, data, reports, and other documentation (other than Consultant's drafts, notes, and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents, and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Insurance

Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance in Exhibit "A" – Liability Insurance Requirements.

Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

Automotive Liability: A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

Workers' Compensation Liability: A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

Professional Liability: Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section to the District's General Manager. If a copy of the insurance certificate is not on file prior to the commencement of the term of this Agreement, the District may deny Consultant access to the Property. Consultant agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the

payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. All of the above policies of insurance shall be primary insurance. The general liability policy shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Failure on the part of Consultant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's self-insurance pool.

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

14. Indemnification

a. Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Insurance Requirements. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Prior to the commencement of the Project, Consultant shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

15. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

16. Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District.

17. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers, and records, including accounting records, relating to or involving this Agreement.

18. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Consultant: INSERT CONSULTANT NAME
Attn: CONSULTANT DESIGNATED CONTACT
STREET ADDRESS
CITY, STATE, ZIP

To District: GREATER VALLEJO RECREATION DISTRICT
Attn: INSERT DISTRICT CONTACT
395 Amador Street
Vallejo, CA, 94590

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

19. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

20. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

21. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

22. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

23. Additional Provisions

Consultant agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

24. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

25. Conflict of Interest.

Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations.

26. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

27. Corporate Authority.

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

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT:
GREATER VALLEJO RECREATION DISTRICT

By: _____
 , General Manager

ATTEST:

INSERT

CONSULTANT:
[INSERT CONSULTANT NAME]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

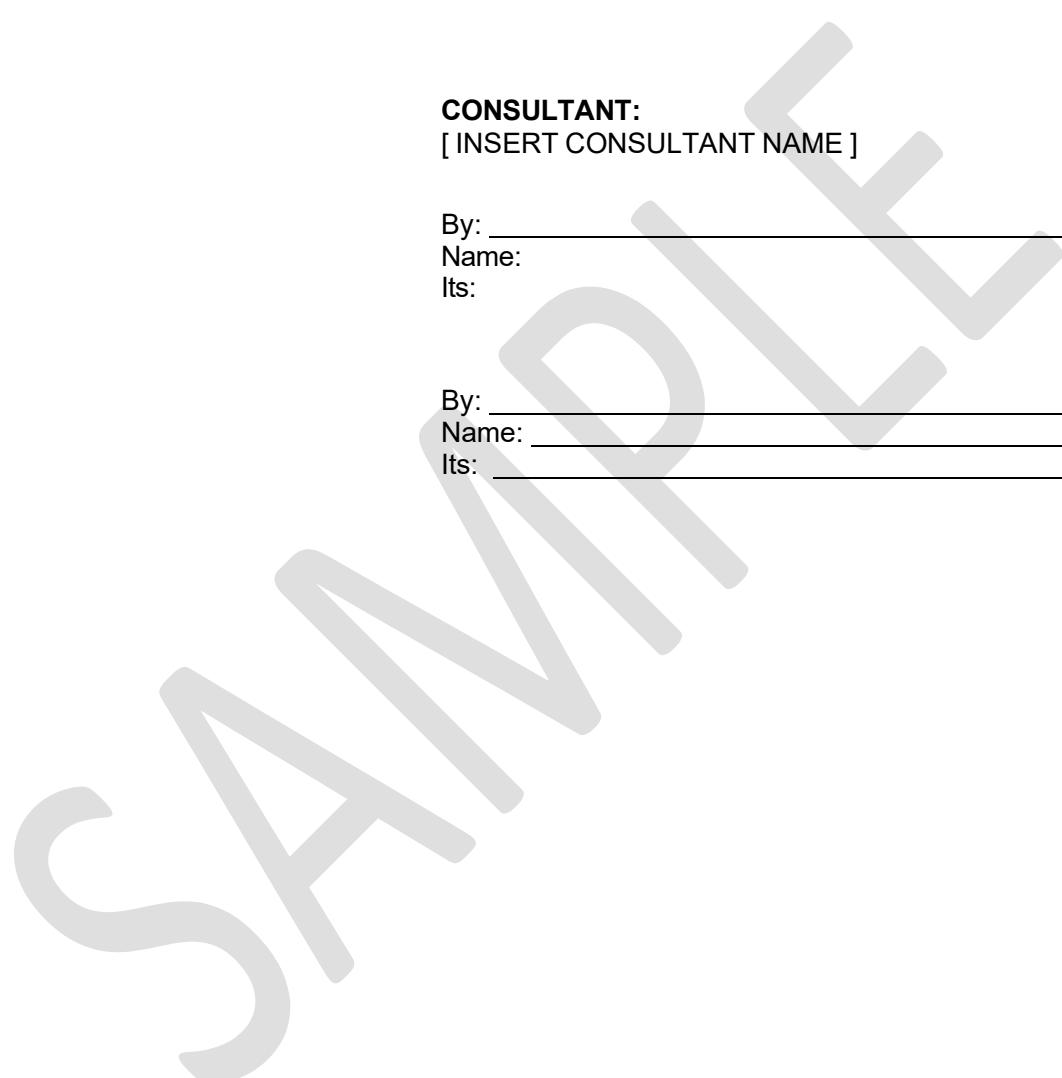


EXHIBIT "A"
LIABILITY INSURANCE REQUIREMENTS

Greater Vallejo Recreation District (GVRD) requires evidence of insurance coverage documents, for the duration of any agreement term, a minimum of thirty (30) days prior to an agreement effective date or event, if specified. The following is required for all Certificates of Insurance and Additional Insured Endorsements.

Certificate of Insurance (COI) – Coverage shall be primary and non-contributory and at least as broad as and include or state the following:

- ❖ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, **\$4,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ❖ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- ❖ **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. Waiver of Subrogation Endorsement required.
- ❖ **Professional Liability (Errors and Omissions):** *When applicable* – Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- ❖ **Liquor Liability:** *When applicable* - If Renter will be supplying alcoholic beverages, the CGL insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.
- ❖ **Sexual Abuse and Molestation (SAM):** *When applicable* - If the CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation and the work will include contact with minors, Contractor shall obtain and maintain a SAM policy covering with a limit no less than **\$1,000,000** per occurrence or claim.
- ❖ **Insured:** Must match entity named within the agreement.
- ❖ **Insurer's Affording Coverage:** Must have an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District.
- ❖ **Policy Effective/Expiration Date:** Must cover dates of service or event.
- ❖ **Description of Operations:** Must read "Greater Vallejo Recreation District, its elected and appointed officials, agents, volunteers, and employees are listed as an Additional Insured." Include address, date, and name/type of event or description of project.
- ❖ **Certificate Holder:** Must read "Greater Vallejo Recreation District, 395 Amador Street, Vallejo, CA 94590" (*No abbreviations accepted*)

Additional Insured Endorsements (AIE) – Endorsement must include or state the following:

- ❖ **Policy Number:** Must match policy numbers on COI.
- ❖ **Additional Insured – Designated Person or Organization:** Must state "This endorsement changes the policy."
- ❖ **Schedule – Name Of Additional Insured Person(s) or Organization(s):** Must read "Greater Vallejo Recreation District its elected and appointed officials, agents, volunteers, and employees."
- ❖ **Primary and Noncontributory** – Endorsement must be provided.

Notice of Cancellation – A cancellation clause shall state the following:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."

CAPRI reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Coverage limits listed above are to be considered minimum coverage, CAPRI reserves the right to require higher limits and additional coverages at its discretion. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, CAPRI requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CAPRI.

EXHIBIT "B"
SCOPE OF WORK

Consultant will furnish all labor and materials necessary to complete work as identified [**INSERT DESCRIPTION OF SERVICES OR CONSULTANT PROPOSAL**].

DRAFT