Request for Proposals
Climate Planning and Analysis Services

Issued: September 20, 2017
Proposals Due: October 13, 2017, 5:00 PM

INVITATION

The Midpeninsula Regional Open Space District (District) seeks proposals from consultants to provide the following climate planning and analysis services for District operations: 1) conducting a Greenhouse Gas (GHG) Inventory, 2) supporting the development of a Climate Action Plan, and 3) providing grant funding and policy support.

INTRODUCTION

The Midpeninsula Regional Open Space District is an independent special district created by voter initiative in 1972. Located on the San Francisco Peninsula, the District owns and manages over 63,000 acres of land across 26 open space preserves situated from the San Francisco Bay front to the Santa Cruz Mountains to the foothills of the Pacific coast. The District’s jurisdictional boundary spans 550 square miles from San Carlos in the north to Los Gatos to the south, including portions of three counties and 17 cities (see map in Attachment A).

The District’s mission is: “To acquire and preserve a regional greenbelt of open space land in perpetuity, protect and restore the natural environment, and provide opportunities for ecologically sensitive public enjoyment and education.” Climate change impacts will limit the District’s ability to protect the natural environment, so mitigating climate change and reducing operational emissions is in keeping with our mission.

The District is funded by property taxes and governed by a seven-member Board of Directors, each representing a ward of approximately 100,000 residents. In 2014 the voters passed Measure AA, a $300 million General Obligation Bond, by a 2/3 supermajority. Over the last three years the organization has restructured and grown significantly to deliver the 25 major project portfolios described in Measure AA. The District is increasing staff and associated facilities and equipment to complete these projects and manage new lands. In the coming decade, the District’s staff and lands are expected to continue to grow.

Open Space Preserves are generally kept in a natural condition in order to protect habitat and ecological integrity, and are developed with only those amenities needed for low-intensity
recreation. The preserves are open to the public year-round and contain many diverse ecosystems including redwood, oak, and fir forests, chaparral-covered hillsides, riparian corridors, grasslands, and shore frontage along the San Francisco Bay. To restore and manage these holdings the District employs approximately 150 full-time and 20 seasonal and temporary employees. The District’s operational infrastructure includes one central administrative complex (in two buildings), three field offices, about 40 homes leased to residents, a fleet of 80 transport vehicles and five commercial trucks, and a large inventory of gas and electric tools and equipment. Many employees drive single occupancy vehicles to work from around the Bay Area due to prohibitive housing costs and a lack of convenient public transportation. Volunteers and contractors drive to project sites and use materials to execute construction and restoration projects. The District also allows livestock grazing on about 11,000 acres of preserve land.

The District is unique, from a climate planning perspective, as a special district and as a land management agency. The District cannot regulate private land and, for the most part, can only affect emissions on District-owned lands. The District’s operations are different from a city or county. We have unique challenges and opportunities as the manager of thousands of acres of natural and working lands that sequester significant amounts of carbon. The District is committed to managing that land with climate change in mind, operating efficiently and sustainably, and “walking the talk” to demonstrate leadership on climate change.

**OBJECTIVES**

The proposed tasks will 1) inventory greenhouse gas emissions from District operations and forecast future emissions, 2) create a draft Climate Action Plan that lays out targets and strategies to reduce emissions, and 3) provide grant funding and policy support for the District’s Climate Program. The GHG Inventory and Climate Action Plan make up the mitigation arm of the Climate Program. The Climate Program will also develop land management strategies for adaptation, resiliency, and carbon sequestration in the coming years. The funding and policy support task is focused broadly on the Climate Program as a whole, including exploring outside funding for mitigation, adaptation, resiliency, and carbon sequestration planning and projects.

The District’s purpose for creating a GHG Inventory and Climate Action Plan is to do our part as a regional leader to reduce emissions and mitigate the harmful effects that climate change will have on the health of our lands. Our goals for the Climate Action Plan are that it will lay out a clear roadmap for how to reduce emissions, create a structure to measure progress and demonstrate success, and utilize staff involvement to gather operational knowledge and produce emission reduction strategies that are implementable and cost-effective.

The anticipated budget for this contract is **$40,000**. The anticipated project completion timeframe is fall 2018. The firm will work primarily with the Climate Resiliency Fellow (project manager for the tasks described herein), but may work at the direction of the Natural Resources Manager and General Manager as well.
SCOPE OF WORK

TASK 1: GREENHOUSE GAS EMISSIONS INVENTORY

Consultant will lead this task with District input.
1. Develop baseline GHG inventory for District operations following the California Air Resources Board’s protocol, including some Scope 3 emissions such as employee commute
2. Advise District staff on key decisions including base year, forecast years, and scope of what emissions to count
3. Develop forecast of future emissions under a business as usual scenario
4. Write concise draft Greenhouse Gas Inventory Report that summarizes emissions inventory and forecast
5. Write final Greenhouse Gas Inventory Report that incorporates District comments on draft
6. Input data and inventory findings into a GHG monitoring software such as ClearPath, to be selected in consultation with District staff, and provide any other data and methodology the District may use for prospective inventory updates

Additional Information
- Consultant will work with District staff to gather necessary operations data. 2016 Employee Commute Study will be provided
- Because the District is a special district that can only affect emissions on its own lands, a community-level GHG inventory is not appropriate and some standard measurement protocols will not be applicable
- Forecast must address complexities such as expected organizational growth, plans to move to a different main office around 2019, and new land acquisition
- Scoping decisions will include whether to count emissions from tenants, livestock, and contractors

Deliverables
- Draft Greenhouse Gas Inventory Report summarizing emissions inventory and forecast
- Final Greenhouse Gas Inventory Report incorporating District comments
- Data necessary for monitoring and updates, including populated GHG monitoring software

Timeline
- Fall 2017: Scoping decisions, data collection, calculations, forecasting
- February 2018: Draft Greenhouse Gas Inventory Report
- March 2018: Final Greenhouse Gas Inventory Report

TASK 2: CLIMATE ACTION PLAN

Consultant will provide support for this task to be led by the District.
1. Suggest 3 options for GHG reduction targets: an ambitious option (more ambitious than the state’s targets), a moderate option (the state’s targets), and a weaker option (less ambitious than the state’s targets)
2. Provide meeting facilitation support at 3-5 meetings as District project manager leads interdepartmental Climate Project Team to brainstorm GHG reduction strategies
3. Suggest additional GHG reduction strategies, focusing on technical strategies such as energy efficiency, water conservation, etc.
4. Develop framework and criteria for prioritizing strategies in consultation with District staff
5. Quantify approximate GHG reductions and costs of high-priority strategies
6. Create Greenhouse Gas Reduction Targets Report that lays out 3 options for GHG reduction targets and what suite of strategies would be required to meet targets under each option
7. Present Greenhouse Gas Reduction Targets Report at District Board workshop along with District project manager
8. Integrate Board’s decision on GHG reduction targets into concise draft Climate Action Plan that includes strategies, associated GHG reductions and costs, and visual representations (e.g. wedge graphs) of how the selected strategies will reach targets
9. Present draft Climate Action Plan at District Board workshop along with District project manager

**Deliverables**
- Memo summarizing 3 GHG reduction target options, rationale, and pros/cons
- Prioritization matrix laying out how each strategy scored against criteria
- Greenhouse Gas Reduction Targets Report and presentation
- Draft Climate Action Plan and presentation

**Timeline**
- Winter 2018: Brainstorm GHG reduction strategies
- Spring 2018: Prioritize and quantify strategies
- May 2018: Greenhouse Gas Reduction Targets Report and presentation
- Summer 2018: Integrate Board decision into draft Climate Action Plan
- August 2018: Present draft Climate Action Plan

**TASK 3: GRANT FUNDING AND POLICY SUPPORT**

1. Summarize major climate change laws and policies (including AB 32, SB 32, and SB 375), how they affect the District, and how they relate to the District’s Legislative Program
2. Generate a list of policy opportunities to support or pursue that would enhance the District’s capacity to respond to climate change, including reducing emissions and maximizing carbon sequestration in Open Space Preserves
3. Summarize major climate change-related funding sources (mitigation, adaptation, resiliency, etc.) and rank/recommend funding sources based on the District’s administrative costs and likelihood of securing funding:
   - Grants, including Greenhouse Gas Reduction Fund
• Carbon offsets, including cap and trade market and private/nonprofit offset banks such as Sempervirens Fund’s Santa Cruz Mountains Carbon Cooperative
• Other funding sources such as energy efficiency and fleet programs/rebates

4. Provide support as needed for the development of a Board policy on climate change

Additional Information
• Information on the District’s Legislative Program will be provided

Deliverables
• Memo summarizing existing major climate change laws and policies and their relevance
• List of policy opportunities that would enhance District’s climate response capacity
• Short report summarizing and ranking/recommending major climate-change related funding sources

Timeline
• December 2017: Climate change laws and policies memo
• February 2018: List of policy opportunities that would enhance District’s climate response capacity
• February 2018: Climate change funding short report

RFP AND CONTRACT AWARD SCHEDULE

The following is a tentative schedule that is subject to change. The District will inform all teams of any changes to the schedule.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>9/20/17</td>
<td>Request for Proposals issued</td>
</tr>
<tr>
<td>9/29/17</td>
<td>Last day for questions</td>
</tr>
<tr>
<td>10/4/17</td>
<td>District response to questions</td>
</tr>
<tr>
<td>10/13/17</td>
<td>Proposals due at 5:00 PM via email</td>
</tr>
<tr>
<td>Week of 10/23/17</td>
<td>Interviews (if needed)</td>
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<tr>
<td>Week of 10/30/17</td>
<td>Selection of consultant</td>
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<tr>
<td>11/8/17</td>
<td>Anticipated award of contract</td>
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<td>11/13/17</td>
<td>Start of contract</td>
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SUBMISSION REQUIREMENTS

Please keep proposals to no more than 12 pages, not including qualifications. Qualifications should not exceed three pages. Each final proposal should be emailed to District project manager:

Hayley Edmonston, Climate Resiliency Fellow
hedmonston@openspace.org
Responses must be received by the District contact no later than October 13, 2017 at 5:00 PM. Late responses will not be considered.

The District, in its sole discretion, may grant an extension to all candidates if circumstances indicate that additional time is required. Responding teams should assume that the District may initiate discussions simultaneously with all respondents. Consultants whose responses deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the District.

Responses should be prepared as simply as possible and provide a straightforward, concise description of the consultant’s capabilities to satisfy the requirements of this Request for Proposals. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Font size should be no less than 11 point.

The responses should be organized into the following major sections:

1. **Proposed Approach:**

   Provide a description of how the project team intends to complete the work, including a detailed list of the necessary tasks to complete the project. Proposal must address each of the tasks requested in the scope of work described above, and any additional tasks that may be necessary to accomplish the stated goals. Please also include a high-level work schedule.

2. **Team Description:**

   *Project team structure.* Provide an organizational chart or description of the probable team including subconsultants. Include all key project team members and explain their role and responsibility throughout the project. Identify the project team members who are the daily contacts.

   *Prior experience.* Provide a summary of the background and specific pertinent expertise of key personnel, as well as a statement of their time commitment to the project. Include examples of the project team’s previous experience with comparable projects. Examples should emphasize projects that are focused on operational, rather than community-level, GHG emissions. Include descriptive information such as the character of the project, the scope of involvement, location of the project, and the completion of the project. Project teams are encouraged to include illustrations such as graphics and charts designed and/or developed by team members. Provide a description of the firm’s method of, and experience in, controlling project costs and schedules.

   *References.* Provide a list of at least three current references that have relevant knowledge concerning the project team’s ability to manage similar projects. Names, email addresses,
telephone numbers, and a brief description of the work performed must be provided for each reference.

3. Qualifications:

Provide a biography describing the project team members’ individual qualifications and history, years in business, location(s), legal structure, ownership, organizational structure and key staff who would be committed to this project.

4. Project Fee:

Provide a detailed estimated fee proposal that is divided by phase. The fee proposal should include all anticipated reimbursable expenses as a separate line item, the charge rates of the people who would perform the work (please identify tasks to be performed by sub-consultants), and a standard hourly rate schedule. Provide a description of the key assumptions used to calculate the project fee. If appropriate, identify cost saving strategies as well.

5. Agreement Template:

Provide a statement of the firm’s acceptance of the District’s agreement, including insurance and indemnification requirements, or any issues the firm has with such requirements. See attached the District’s Professional Services Agreement Template.

**Note:** Any deviation from the requirements listed above may result in the response being considered nonresponsive, thus eliminating a consultant from further consideration.

**SELECTION PROCESS**

This Request for Proposals is being distributed to firms who have come to our attention based on the quality of their work, and it is posted on the District website for wider dissemination in order to elicit proposals from interested and qualified firms. Proposers may be asked to make a general presentation of their plan to a selection committee and/or attend an interview. The selection committee reserves the right to have discussions with any or all of the proposers. The District will make a recommendation to the General Manager for approval of the consultant contract.

The District will select a consultant based on the responsiveness of the firm or individual to the RFP and information contained in the proposal. Once proposals are received, the selection committee may require clarification and additional information. Proposals will be evaluated based on the following criteria: responsiveness to the RFP, including completeness of response and quality of response; consultant’s approach, strategy and execution to complete tasks; proposed fees and rates; relevant experience of the consultant; and previous client satisfaction.
**STIPULATIONS**

**Interviews and Requests for Additional Information from the District**

The District reserves the right to conduct personal interviews or require presentations of any or all proposers prior to the selection. The District reserves the right to request more detailed information from one or more proposers to provide for a reliable comparison between proposals.

**General Stipulations**

The District is not responsible for any expenses which proposers may incur in preparing and submitting the proposal. The District will not be liable for any costs incurred by the proposers that are related to the RFP process; this includes production of the proposal, interviews/presentations, travel and accommodations. The District reserves the right to request or negotiate modifications to the proposals that are deemed appropriate. All proposals received from proposers in response to this Request for Proposal will become the property of the District and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the District. The District reserves the right to reject any and all proposals and to waive minor irregularities. The District also reserves the right to seek new proposals or re-advertise if responses have not been satisfactory or for any other reason.

**Requests for Additional Information and Questions**

Specific questions related to the RFP must be addressed via email to the District. Answers will then be distributed to all firms receiving this RFP. Please verify if and when updated information is received from the District. Questions must be submitted no later than **September 29, 2017**. Please submit all inquiries to:

Hayley Edmonston, Climate Resiliency Fellow  
hedmonston@openspace.org

Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022  
(650) 691-1200

**PUBLIC RECORDS AND PROPRIETARY INFORMATION, INDEMNIFICATION**

The District recognizes that proposers will occasionally believe that all or portions of their proposals are confidential or proprietary. This can present problems in participating in a public agency RFP process. All proposals, strategies, supporting information, rate schedules and other information and documents are presumptively public records under the California Public Records Act (Gov’t Code section 6250 et seq.), subject to prompt disclosure upon request by any member of the public.
The District is not soliciting, does not wish to receive, and will not treat any information received under this proposal as proprietary or confidential information, unless specifically called for or expressly accepted by the District General Counsel in writing, and will be accepted and considered only when, in the sole discretion of the District, it is necessary to serve the public purpose of the project. If the inclusion of confidential or proprietary information is determined to be necessary to the proposal, proposers must identify each and every specific item and each and every page, and segregate the information into a separate envelope or electronic file labeled conspicuously as confidential, with a cover page describing the information and applicable law exempting the same from disclosure. Any material marked or claimed as confidential or proprietary may be returned to the proposer by the District or destroyed and may not be considered in the review of proposals if the claim does not appear justified or would inhibit the public purposes of the project proposed.

If the documents have been properly marked and expressly accepted as confidential and proprietary in writing by the District General Counsel, the District will make its best effort to advise the proposer of any Public Records Act request, should any be received, seeking documents claimed to be confidential or proprietary, to give the proposer an opportunity to take legal steps to protect such property from disclosure to third-party requester. The District expressly disclaims any duty and will not defend the confidentiality or proprietary nature of any information submitted. By submitting any confidential or proprietary information to the District, the proposer agrees to hold harmless and indemnify and defend the District and its officers, employees, and agents for any and all costs, including attorney’s fees, incurred by the District or awarded to a Public Records Act requester relating to a request for release of proposer’s data should the proposer ask the information to be handled as proprietary or confidential.

NON-DISCRIMINATION

No person shall be excluded from participation in, denied any benefits or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law.

LIST OF ATTACHMENTS

A. Map of District Preserves and Offices
B. Sample Agreement for Professional Services and Insurance Requirements
Midpeninsula Regional Open Space District
Office Locations

- MROSD Preserve
- Administrative Office
- Field Office

While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
AND ______________________________________

THIS AGREEMENT is by and between ___________________ ("Consultant") and the Midpeninsula Regional Open Space District, a public body of the State of California ("District"). Consultant and District agree:

1. **Services.** Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.

2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for $_______ including all materials and other reimbursable amounts ("Maximum Compensation"). Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant’s signature.

3. **Term.** This Agreement commences on full execution hereof and terminates on __________ unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant’s control, other than delays caused by the District, shall be requested in writing to the District’s Contract Administrator prior to the expiration of the specified completion date.

4. **Assignment and Subcontracting.** A substantial inducement to District for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of District. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the District.

5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the District, the insurance coverages specified in Exhibit B, "District Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to District.

6. **Indemnification.** Consultant shall indemnify, defend, and hold District, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify District shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
7. **Termination and Abandonment.** This Agreement may be cancelled at any time by District for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that District may condition payment of such compensation upon Consultant's delivery to District of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant’s cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of District and are assumed to be public records within the meaning of the California Public Records Act unless expressly deemed otherwise by District. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to District at no additional charge and without restriction or limitation on their use. Upon District’s request, Consultant shall execute appropriate documents to assign to the District the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all District property in Consultant’s control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and District's General Manager, and approved as to form by the District’s General Counsel. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement.
Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of District’s District Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. **Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier (“Courier”), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine’s acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. **Miscellaneous.**
   a. Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.
   b. Capitalized terms refer to the definition provide with its first usage in the Agreement.
   c. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
   d. The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.
   e. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
   f. When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
   g. Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.
IN WITNESS WHEREOF, Consultant and District execute this Agreement.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
330 Distel Circle
Los Altos, CA 94022-1404

By: ____________________________
   Name _________________________
   Title _________________________
   Date: _________________________

Attest: _________________________
   Jennifer Woodworth
   District Clerk

Approved as to form:
   _____________________________
   Sheryl Schaffner
   General Counsel

Consultant

CONSULTANT

Name _________________________
Address _________________________

By: ____________________________
   Name _________________________
   Title _________________________
   Date: _________________________

Federal Employer ID Number: ____________
License Number: _________________________
Expiration Date: _________________________

Attachments:
Exhibit A Scope of Services
Exhibit B District Insurance Provisions
EXHIBIT A
Scope of services and compensation
EXHIBIT B
INSURANCE REQUIREMENTS

Before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the District, the insurance specified herein.

Insurance Requirements.

- Statutory Worker’s Compensation Insurance and Employer’s Liability Insurance coverage: $1,000,000
- Commercial General Liability Insurance: $1,000,000 (Minimum), $2,000,000 Aggregate
- Business Automobile Liability Insurance-with coverage evidencing “any auto” and with limits of at least $1,000,000 per occurrence.

Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.

c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.

d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

e. Insurance is to be placed with California-admitted insurers.
Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and
deductibles before beginning any of the services or work called for by any term of this Agreement. Any
self-insured retention or deductible is subject to approval of District. During the period covered by this
Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such
deductibles or self-insured retentions with respect to District, its officers, employees, agents, and
volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-
insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of
losses and related investigations, claim administration, and defense expenses that is satisfactory in all
respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under the Agreement is reduced,
limited, or materially affected in any other manner, Consultant shall provide written notice to District at
Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified
of the change in coverage.

Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any
insurance policies or policy endorsements to the extent and within the time herein required, District may,
at its sole option:
Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any
sums due under the Agreement;
Order Consultant to stop work under this Agreement or withhold any payment which becomes due to
Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates
compliance with the requirements hereof;
Terminate this Agreement.
Exercise of any of the above remedies, however, is an alternative to other remedies District may have and
is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate
endorsements.