

## SPECIAL SERVICE AGREEMENT Contra Costa County Vertebrate Control 2021

This Special Services Agreement ("Agreement") is made and entered into January 1, 2021 between the East Bay Regional Park District (hereafter - "District"), 2950 Peralta Oaks Court, Oakland, CA 94605 and Contra Costa County for its Department of Agriculture, 2380 Bisso Lane # A, Concord, CA 94520, (hereafter - "Service Contractor").

### 1. Term of the Agreement:

- a. The term of the Agreement shall commence on January 1, 2021 and shall end on December 31, 2021. This Agreement may be terminated at any time by either party giving a 30-day advance written notice to the other party.

### 2. Scope of Service(s):

- a. The Service Contractor shall provide vertebrate control services to those District parks within the jurisdiction and operation of the Service Contractor in Contra Costa County.
- b. The vertebrate control services are limited to those locations where there is vertebrate pressure that poses a public, economic, environmental or recreational nuisance. Location and identification will be performed by District.
- c. It is the responsibility of the Service Contractor to use products approved by the District's Integrated Pest Management Specialist and to ensure that their use follows all Federal and State laws and regulations governing pesticides. Prior approval from the District's Integrated Pest Management Specialist is required and may be verbal or written.
- d. Performance of services by Service Contractor will be within the normal business hours of the Service Contractor, and the Service Contractor will furnish all labor, materials and equipment necessary to complete the service.
- e. Service contractor will ensure that before arrival to District properties, all gear, Personal Protective Equipment, boots, vehicles and spray equipment should be cleaned with brushes, air or water to remove as much visible mud and debris as possible.

### 3. Payment

- a. The Service Contractor will bill the District for time, materials and equipment expended by the Service Contractor's field personnel in the performance of all services at the County's current hourly rate.
- b. Total compensation will not exceed the following sums for all District parks and associated land bank areas in Contra Costa County during the period of this agreement:
  1. **\$5,000.00** (per year) Contra Costa County EBRPD parks

#### Board of Directors

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**4. Indemnification**

- a. The District hereby covenants and agrees to and shall defend and indemnify the Service Contractor and hold it harmless from any and all liability, costs or obligations arising out of any injury or losses, in the District's performance of this agreement, however occurring; however, this indemnity shall not extend to liabilities, losses or damages arising out of the negligence or the willful acts or omissions of the Servicer Contractor or its agents or employees.
  
- b. The Service Contractor hereby covenants and agrees to and shall defend and indemnify the District and hold it harmless from any and all liability, costs or obligations arising out of any injury or losses, in the Service Contractor's performance of this agreement, however occurring; however, this indemnity shall not extend to liabilities, losses or damages arising out of the negligence or the willful acts or omissions of the District or its agents or employees.

**FOR: CONTRA COSTA COUNTY, ON BEHALF OF ITS DEPARTMENT OF AGRICULTURE**

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Name	Title	Date
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**FOR: EAST BAY REGIONAL PARK DISTRICT**

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Matt Graul, Chief of Stewardship East Bay Regional Park District	Date
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For purposes of this Agreement, and for coordination of service calls and billing service, the designated contacts will be:

EBRPD – Pamela Beitz 510-544-2352

Contra Costa County Department of Agriculture – Larry Yost 925-646-5250

**FORM APPROVED**  
Sharon L. Anderson, County Counsel  
By Deputy *ASha*