

**Request for Proposal
Executive Search Services**



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Executive Search Services Request for Proposals

I. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified executive search firms to assist Five Rivers MetroParks in recruiting its next Chief Executive Officer (CEO).

A. BACKGROUND

Five Rivers MetroParks was founded in 1963 by local visionaries who wanted to preserve green space for future generations. It is an independent political subdivision of the state of Ohio under Ohio Revised Code 1545 and is funded by a property tax levy in Montgomery County, fees and charges, sponsorships, philanthropic giving, and partnerships.

By Ohio law, Five Rivers MetroParks is governed by a three-member volunteer board of park commissioners who are appointed by the probate judge of Montgomery County. The board establishes rules and regulations, approves developments and land acquisition, and controls all funds. Each commissioner serves without pay for a three-year term, with one member's term expiring each year. Commissioners can be reappointed for successive terms. Board meetings are held monthly and are open to the public.

Five Rivers MetroParks is nationally accredited by the Commission for Accreditation of Park and Recreation Agencies. The agency protects the region's natural heritage and provides outdoor experiences that inspire a personal connection with nature.

Purpose Statement

The purpose of Five Rivers MetroParks is to protect natural areas, parks, and river corridors, and promote the conservation and use of these lands and waterways for the ongoing benefit of the people of the region.

Vision Statement

Five Rivers MetroParks is the conservation leader of a vital, active, nature-based community.

Mission Statement

Protect the region's natural heritage and provide outdoor experiences that inspire a personal connection with nature.

Organizational Values:

1. Collaboration...work together
2. Commitment...dedicated to service beyond self
3. Community...unified in our efforts
4. Excellence...expect high quality performance and service
5. Fun...love what we do and celebrate it
6. Diversity...support differences and inclusiveness
7. Fiscal Responsibility...stewards of entrusted funds
8. Innovation...challenge the status quo
9. Integrity...require honest and ethical decision-making
10. Professional Growth...challenge staff to learn
11. Respect...revere each other and those we serve
12. Sustainability...create capacity to endure and thrive

For more than 60 years, Five Rivers MetroParks has been connecting people with nature in the Dayton, Ohio region. Therefore, protecting open space and natural areas is at the heart of its mission, which protects more than 16,000 acres of forests, grasslands, farmlands, and wetlands. Conservation efforts focus on river corridors and areas surrounding our parks, preserving habitat on the largest scale possible so that wildlife, flora, and fauna have better places to live and thrive.

The park district has 30 locations, which includes 18 parks, conservation areas, and the 2nd Street Market. These locations provide an abundance of outdoor experiences.

B. ABOUT THE CHIEF EXECUTIVE OFFICER POSITION

The board of park commissioners appoints a CEO to carry out Five Rivers MetroParks policies and manage operations. The CEO oversees a diverse workforce of approximately 300 employees.

The CEO is responsible for leading the organization, and is accountable for all organizational performance, and exercises all authority transmitted to the organization by the board. Inasmuch as the board governs through explicit and concise direction which addresses the highest level of organizational values, the CEO's job contributions can be stated as performance in the following areas:

1. Organizational accomplishment of the Comprehensive Master Plan and Strategic Plan, performance goals, and other priorities approved or established by the board.
2. Organizational operation within the boundaries of prudence and ethics established in the board by-laws and organizational policies related to executive limitations. The CEO's performance is synonymous with organizational performance.
3. Ensure the fiscal integrity of the organization.

II. SCOPE OF WORK

The successful executive search firm shall provide executive recruitment services to solicit, screen, and provide qualified candidates for the CEO position. Services provided by the firm must include the following:

- Meet virtually or in person with the agency's current CEO to collect input on the CEO position profile and organizational needs.
- Meet virtually or in person with the agency's executive leadership team to collect input on the CEO position profile and organizational needs.
- Meet virtually or in person with each commissioner to discuss her or his perspectives on the organization and CEO position profile.
- Develop the CEO position profile and meet with the board of park commissioners (BOPC) in an executive session to review and finalize the CEO position profile, interviewing and selection process, and estimated timeline for selecting and hiring a new CEO.
- Work with the BOPC and current CEO to identify potential CEO candidates for consideration.
- Produce and disseminate recruitment information for the CEO position.
- Conduct a state and national recruitment effort utilizing a variety of resources to attract diverse and high-quality candidates.
- Review potential applicants and narrow pool of candidates. Meet in executive session with the BOPC and current CEO to review recommended candidates for first round of virtual screening interviews to be conducted by the executive search firm.
- Executive search firm schedules and conducts first round of virtual screening interviews with potential candidates.

- Executive search firm participates in a BOPC executive session to review recommendations for candidates to be considered for interviewing by the BOPC.
- Provide the BOPC the format for the interview process, development of interview questions, and other techniques to evaluate candidates.
- BOPC conducts in-person interviews with candidates, with on-site support provided by the executive search firm. At the completion on the interviews, work with the BOPC to narrow the candidates to 1-3 finalists.
- Recommend and conduct skills and knowledge assessments, background checks, and reference checks for finalist candidate(s) and share with BOPC.
- Coordinate the process with the BOPC for finalist candidate interviews to be conducted with the BOPC, executive leadership team, and public.
- BOPC conducts executive session with executive search firm to select new CEO.
- On behalf of BOPC, executive search firm contacts CEO candidate to notify of selection and process for negotiating compensation, benefits, and start date.

The estimated start date for the new CEO is April 2023.

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

Issuance of RFP	September 16, 2022
Deadline to submit written Questions about the RFP	October 4, 2022 by 5:00 p.m. EST
Five Rivers MetroParks posts answers to questions and any changes to the RFP at www.metroparks.org/about/do-business-with-us	October 6, 2022 by 5:00 p.m. EST
Submittal of Proposals Due	October 10, 2022 by 5:00 p.m. EST
Select & Award Agreement for Services	October 14, 2022

B. BOARD OF PARK COMMISSIONERS CONTACT

Chris Romer, Executive Assistant
cromer@metroparks.org
 937-274-3105

C. WRITTEN QUESTIONS

If proposers have questions regarding the information in the RFP, please submit the questions in writing to the email address listed above no later than 5:00 p.m. EST on October 4, 2022. Responses to questions will be posted online at <https://www.metroparks.org/about/do-business-with-us/> no later than 5:00 p.m. EST on October 6, 2022.

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by 5:00 p.m. EST on October 10, 2022. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the proposer. Five Rivers MetroParks will not be responsible for, nor accept as a valid reason, any delay caused by the method of delivery used by the proposer, except where it can be established that Five Rivers MetroParks was the sole cause of a late receipt of a delivered proposal.

Five Rivers MetroParks reserves the right to accept or reject any or all proposals; to waive any informalities or irregularities in the proposals received or to accept any proposal which is deemed most favorable to Five Rivers MetroParks, an equal opportunity employer.

2. Method of Submittal

The proposal must be submitted in electronic form and emailed to the contact person listed in Section B.

3. Evaluation Criteria

All proposals will be evaluated to determine if they are complete and meet the requirements specified in the RFP. An award will be made to the proposer whose submittal is judged to be the most advantageous to Five Rivers MetroParks.

Five Rivers MetroParks reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

1. Quality of the proposal, including an expressed understanding of Five Rivers MetroParks' requirements
2. Staff qualifications
3. Experience, particularly with similar projects
4. References of clients within the past five years
5. Work plan and approach to completing scope of work
6. Cost Schedule

IV. GENERAL INSTRUCTIONS

A. ORAL COMMUNICATIONS

Any oral communications by Five Rivers MetroParks' contact person or designee concerning the RFP is not binding and shall in no way modify the RFP or the obligations of Five Rivers MetroParks to a proposer or selected firm(s).

B. CHANGES TO THE RFP

If it is necessary to make material changes to the RFP, Five Rivers MetroParks will post such addenda on Five Rivers MetroParks' website <https://www.metroparks.org/about/do-business-with-us/> by October 6, 2022 at 5 p.m. EST. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of Five Rivers MetroParks as to any addenda issued. This may be done by checking Five Rivers MetroParks' website prior the proposed submittal deadline. All addenda issued shall become part of the RFP.

C. AUTHORIZATION TO DO BUSINESS

The proposer must be authorized to do business in the state of Ohio.

D. PRE-CONTRACTUAL EXPENSES

Five Rivers MetroParks shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the proposers to 1) prepare and submit a proposal to Five Rivers MetroParks; 2) negotiate with Five Rivers MetroParks on any matters related to this RFP; and 3) any other expenses incurred by the proposer prior to the date of award, if any.

Issuance of the RFP and receipt of proposals does not commit Five Rivers MetroParks to award an agreement. Five Rivers MetroParks reserves the right to postpone the award at its convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

E. PROPOSAL WITHDRAWAL

A proposer may withdraw its proposal at any time prior to the submittal deadline by emailing Five Rivers MetroParks contact person a request from the same person that signed the submitted proposal. The proposer is responsible for the accuracy of the submitted proposal, and no allowance will be made for errors or price increases that the proposer later alleges are retroactively applicable.

F. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of Five Rivers MetroParks.

G. IMMATERIAL DEFECTS IN PROPOSAL

Five Rivers MetroParks may waive any immaterial deviation or defect in a proposal. Five Rivers MetroParks' waiver shall in no way modify the RFP documents or excuse the proposer from full compliance with the RFP if awarded the agreement.

H. WRITTEN AGREEMENT

The proposer selected for this project through the RFP shall be required to enter into a written agreement with Five Rivers MetroParks governing the provision of the professional services to it. The agreement (see Attachment 2) will include pertinent terms and conditions set forth for the RFP and will reflect the proposer's offer or the outcome on agreement negotiations.

It is anticipated that the proposer may enter into separate agreements with subcontractors to fulfill the terms of the agreement. Five Rivers MetroParks will not be part to those separate agreements, nor in any fashion a guarantor or indemnitor.

I. TERM OF AGREEMENT

If an agreement is awarded through this RFP, it will be effective upon full execution of the agreement, which Five Rivers MetroParks expects to be on or about October 14, 2022. No agreement with Five Rivers MetroParks shall be in effect until a contract has been duly approved and has been signed by both parties.

J. NEWS RELEASES

News releases pertaining to any award resulting from the RFP may not be issued without the prior written approval by Five Rivers MetroParks.

V. PROPOSAL FORMAT AND CONTENT

A. COVER LETTER

All proposals must include a cover letter addressed to the contact person listed in Section B. At a minimum, the cover letter must contain the following:

- Identification of the proposer, including business name, address, e-mail address, and telephone number.
- Name, title, address, telephone number, and e-mail address of the contact person listed in Section III during the period of the proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than 90 days from the due date for proposals.
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

- Furnish background information regarding the proposer's firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation, and state of incorporation), number and location of office(s), principal lines of business, number of employees, and other pertinent data.
- Disclose any conditions, such as pending litigations and impending mergers that may affect the firm's ability to perform contractually.
- Describe the firm's experience and qualifications for providing the required services to Five Rivers MetroParks. Specifically, highlight those qualifications that distinguish the firm from other potential proposers. The focus should be on the firm's experience with related executive searches during the past five years.
- Provide a list of three to five references of clients the firm worked with during the past five years.

C. STAFFING AND PROJECT ORGANIZATION

- Identify the firm's key personnel who would be assigned to the project.
- Include a brief description of the number of years with the firm, pertinent qualifications, professional certifications, job functions, current project load, and office location(s).
- Identify the project lead who will be responsible for managing the search and serve as point of contact.
- Furnish brief resume or biography (no more than two pages) for all key personnel, include this information as an attachment to the proposal.

D. WORK PLAN AND SEARCH APPROACH

- Describe in concise detail the information, documents, or assistance that will be needed from Five Rivers MetroParks, facility, technology, and other resources you would require to successfully complete the scope of work.
- Describe succinctly the firm's approach to accomplishing the scope of work. If applicable, divide the scope of work into tasks to represent milestones for completing the scope of work.
- Describe the work products and other deliverables the firm would provide to Five Rivers MetroParks. State the purpose of the work products that could be used, and if there any limitations.
- Provide work samples and results of similar projects completed in the past five years.
- Indicate what, if any, guarantees your firm would provide regarding the quantity and quality of candidates presented, and the thoroughness of the reference and background checks.
- Describe the elements of a successful executive search and any potential challenges that firm may face and how it may address those challenges.

E. COST SCHEDULE

- The proposer's fees, expenses, and schedule must be submitted with the proposal. For each service element, include a cost, associated fees, and total for all service elements.
- The cost schedule for professional service fees, reimbursable expenses, and any other anticipated associated expenses.

VI. ATTACHMENTS

1. Chief Executive Officer Job Description
2. Salary Range
3. Sample Five Rivers MetroParks Professional Services Agreement
4. [2021 Agency's Annual Report](#)

Five River MetroParks Job Description

Job Title	Chief Executive Officer		Executive Management
Position Number		Division	N/A
Grade Level	N/A	Reports To	Board of Park Commissioners
FLSA Status	Exempt	Approved Date	09/2022

SUMMARY

Leads and directs Five Rivers MetroParks from an executive level and serves as the agency's Chief Administrator and Executive Officer, as well as the Secretary of the Board of Park Commissioners. Manages and delegates work to senior leadership team to perform the functions of the agency and to achieve its strategic goals and objectives.

Works closely with the executive leadership team, staff, community, and affiliated organizations to define agency priorities and execute strategic direction that supports the vision, mission, purpose, and organizational values of MetroParks.

ESSENTIAL DUTIES AND RESPONSIBILITIES

To perform this job successfully, an individual must perform essential duties to expected performance standards. Reasonable accommodations are made as required for persons with disabilities as defined under the Americans with Disabilities Act.

Provides effective and inspirational leadership in implementing the agency's Comprehensive Master Plan, and Strategic Plan. Leads and directs the agency's executive leadership team which consists of functional area chiefs and executive assistant. Assigns short and long-range work projects and goals, establishes performance standards, provides direction, and ensures compliance with all applicable local, state, and federal regulations and laws governing public agencies and MetroParks.

Advises the Board of Park Commissioners on policy matters and provides information and recommendations for Board consideration in establishing policies, plans and strategies for the agency. Implements and ensures compliance with Board approved policies, procedures, and decisions.

Maintains effective communications with the Board of Park Commissioners and conveys information to employees as appropriate. Ensures proper public notices and documentation of Board meetings and activities are completed.

Exercises sound fiscal management and controls expenditures within established budgetary guidelines. Oversees the monitoring, analyzing, and projecting of expense and revenue trends for the agency, and ensures the protection of its assets.

Maintains awareness of legislative matters impacting MetroParks, community and the park and recreation profession.

Represents and promotes MetroParks and its position in a variety of public and private settings. Protects and advances the agency's brand, image, and integrity in the community.

Develops and fosters agency partnerships and positive relationships with government organizations at multiple levels, civic and business leadership, the general public and other community contacts.

Serves as ex officio on the boards of the philanthropy organizations that support MetroParks.

Provides presentations to the public, civic groups, and other organizations regarding MetroParks, its parks, facilities, and its services.

Maintains confidentiality of confidential or sensitive records and information.

Works established schedule, exhibits regular and punctual attendance, and works outside of normal schedule as required.

ADDITIONAL RESPONSIBILITIES

Provides service to the public, responding to questions, offering assistance, and providing information.

Collaborates internally, within and across functional areas, to provide information and service to others in the organization to contribute to the effective operation of the agency and all staff.

Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

Directly manages the agency's executive leadership team, and indirectly manages all agency employees. Fulfills supervisory responsibilities in accordance with the agency's policies and applicable laws. Establishes performance goals and standards, provides direction, and ensures compliance with all applicable local, state, and federal regulations and laws governing public agencies and MetroParks.

Interviews employment and promotional candidates and makes selection. Approves and disapproves recommendations made by executive leadership team members and supervisory teams for employee selections and promotions, disciplinary suspensions and terminations and other personnel actions.

Anticipates or addresses problems and initiates appropriate corrective action. Resolves operational and labor relation issues and other problems, conducts employee evaluations, and administers disciplinary actions up to and including terminations. Investigates and resolves employee complaints. Approves and disapproves employee leave requests and authorizes overtime within budgetary capacity. Grants pay increases and promotions within Board parameters.

EQUIPMENT OPERATED

Computer; laptop; printer; calculator; copier; fax machine; telephone; smartphone; postage machine and other standard office equipment; Vehicle. General office equipment such as computers, printers, phones, in addition to vehicles.

CONFIDENTIAL INFORMATION

Maintains authority to access all confidential and sensitive information. Personnel and labor relations matters and issues, strategic planning, restructuring plans, budget, and financial reports, confidential or sensitive information discussed with leadership team, information

contained in personnel files, executive session meeting discussions, and other confidential or sensitive information.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. A combination of appropriate education, training, course work and experience may qualify an applicant to demonstrate required knowledge, skills, and abilities. An example of an acceptable qualification is:

Master's degree in Public Administration, Parks and Recreation, Natural Resources, or closely related field, with 10 years of progressively responsible experience in public administration or business administration, with experience serving in an executive level capacity.

CERTIFICATES, LICENSES, REGISTRATIONS

Certified Park and Recreation Professional or Certified Parks and Recreation Executive. Valid Driver License required, which is insurable by the Five Rivers MetroParks insurance carrier.

JOB COMPETENCIES

Employees who are successful in performing this job typically exhibit the following competencies.

Leadership Skills: Knowledge of advanced leadership and executive management principles and practices. Ability to manage from an executive level all MetroParks functional areas and employees. Provides team-oriented strategic and long-range planning for MetroParks consistent with the agency's philosophy and practice of transparency, ethics, and creditability. Ability to encourage professional growth and development of the leadership team and staff through interactive, impartial, and effective executive level leadership and mentoring. Through effective leadership and management, demonstrates understanding and support and communication of MetroParks' mission to protect the region's natural heritage and to provide outdoor experiences that inspire a personal connection to nature. Leads, supports, and manages constructive change while effectively conveying the rationale for decisions and inspiring support. Remains current of trends relevant to the parks and recreation industry, and to regulatory and legislative activities. Confers with leadership team to develop effective recommendations and strategies for compliance. Serves as an advocate for and represents MetroParks in a manner that reflects positively on the agency, its leadership, management and employees, and the Board of Park Commissioners.

Leadership Style: Demonstrates an executive leadership style that is team-oriented and approachable. Leads by example, encouraging high standards of performance, tact, integrity, ethics, and conduct. Strong collaboration skills in working with external organizations and groups, chiefs, and staff. Possesses high levels of initiative and capabilities in managing multiple priorities and processes. Possesses the ability to inspire, motivate staff and provide meaningful recognition. Develops a diverse, work culture based on trust, transparency, and forthright and appropriate leadership with staff and the community. Demonstrable ability to be a proactive, perceptive, and innovative thinker when dealing with MetroParks issues, challenges, and opportunities.

Language Skills: Ability to read, analyze, and interpret journals, financial reports, and other business documents relevant to managing the agency. Ability to respond to inquiries or complaints from customers, the business community, and relevant industry officials and other persons or entities. Ability to work effectively and cooperatively with regulatory and other

government agencies. Ability to effectively present information and make reports to Board of Park Commissioners, agency staff, volunteers, and other persons and entities. Demonstrates excellent written and verbal communication and interpersonal skills. Ability to manage difficult situations, complaints, or negotiations.

Mathematical Skills: Ability to work with mathematical concepts required to develop and manage MetroParks' budget and oversee or perform other standard business accounting practices. Ability to apply mathematical calculations relevant to practical work and reporting situations.

Reasoning Ability: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of instructions and deal with several abstract and concrete variables.

Additional Knowledge, Skills, and Abilities

Advanced Knowledge of federal, state, and local laws pertaining to management of agency operations

Knowledge of government and public finance, analysis, and budgeting

Knowledge of financial regulatory compliance

Knowledge of capital program management, planning, and evaluation

Knowledge of risk management

Ability to formulate and implement long-range plans and strategic plans

Ability to direct and lead executive level staff

Ability to demonstrate analytical and critical thinking

Ability to apply research and marketing principles and practices

Ability to apply park planning principles and practices

Ability to use job related software

PHYSICAL DEMANDS

The following physical demands are representative of those that are typically performed by an employee while performing the essential functions of this job. These physical demands are not considered to be job qualification requirements, but rather helps identify where and how a reasonable accommodation may be made when an otherwise qualified person is unable to perform the job's essential duties due to an ADA disability.

The employee frequently sits, occasionally stands, and walks. The employee regularly talks, hears, reaches with arms, and uses hands to finger, handle, and feel. The employee frequently lifts and/or moves items of negligible weight. Specific vision abilities include close vision, distance vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment is that of a typical office setting. The employee is not substantially exposed to adverse environmental conditions.

RELATIONSHIPS AND CONTACTS

Regular contact with the Board of Park Commissioners, Montgomery County representatives; elected officials; community and business representatives; park and recreation professionals; MetroParks visitors, consultants, contractors, general public and other job contacts.

EMPLOYEE ACKNOWLEDGMENT OF UNDERSTANDING

This job description has been reviewed with me, and I acknowledge understanding of my job duties, responsibilities, and performance expectations. I further understand that my job may change, and that this description does not necessarily include all responsibilities that I may be expected to perform.

_____ /_____/_____
Signature of Employee **Date**

**FIVE RIVERS METROPARKS
CHIEF EXECUTIVE OFFICER
SALARY RANGE
9-9-2022**

	Min	Mid	Max	Min Salary	Mid Salary	Max Salary
	\$67.03	\$83.78	\$100.54	\$139,413.33	\$174,266.66	\$209,119.99

SAMPLE

PROFESSIONAL SERVICES AGREEMENT FOR

Executive Search Services

BY AND BETWEEN

[Click here to enter Consultant Name](#) (“Consultant”)

AND

Five Rivers MetroParks (“MetroParks”)

TYPE OF AGREEMENT: Professional Services Contract

WHEREAS, Five Rivers MetroParks desires [Click here to describe the project, reference an attachment or appendix if applicable](#); and

WHEREAS, Consultant is in the business of providing such services and desires to provide such services to MetroParks; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK

1.1 Consultant shall conduct the services as set forth in [Click here to describe the project, reference an attachment or appendix if applicable](#); (hereinafter the “Services”).

2. TIME OF PERFORMANCE

2.1 Consultant shall promptly commence and diligently pursue completion of the Services upon receipt of one copy of this Agreement signed by the authorized representative of all parties, which shall constitute the notice to proceed.

3. FEES AND PAYMENT

3.1 In consideration of the Services performed, MetroParks shall pay the Consultant according to the rates listed below.

3.2 Consultant agrees that the aggregate consideration for the Services shall not exceed [Click here to enter project fees](#) without the prior approval of MetroParks.

3.3 Payment terms shall be net 30 days from the receipt of the invoice. Invoices should be forwarded to the address in Section 20.1 faxed invoices will not be accepted. MetroParks is a tax exempt organization in the state of Ohio.

3.4 Only one invoice should be submitted per month.

4. CONFIDENTIAL INFORMATION

4.1 Except as required by law, any information identified by MetroParks that any employee or agent of Consultant gathers or otherwise gains access to during the course of the Services, as well as any analysis, findings or conclusions made by any employee or agent of Consultant in connection with the Services, shall be kept confidential and shall not be revealed to, or discussed with, anyone other than the following persons:

- a. Other employees or agents of Consultant who are participating in the Services on a “need-to-know” basis only;
- b. [Click here to primary FRMP staff contacts](#);
- c. Any other person designated by those persons listed in 4.1b.

MetroParks will clearly identify information presented to the consultant or provided by the consultant that must remain confidential.

4.2 The confidentiality provisions of this Agreement shall not apply to information that was or becomes generally available to the public other than as a result of a disclosure by an employee or agent of Consultant.

4.3 Consultant shall indemnify, defend, hold harmless, and reimburse MetroParks for and against any losses, expenses, damages or other liability, including reasonable attorneys’ fees, incurred by MetroParks as a result of and to the extent of any violation or breach by Consultant of the confidentiality provisions of this Agreement.

4.4 This Section 4 shall be binding upon the parties hereto and upon their successors and assigns and shall survive the termination (for any reason) of Consultant’s provision of the Services.

4.5 In the event Consultant receives a request, including a subpoena or similar legal inquiry, to disclose information subject to the confidentiality provisions of this Agreement, Consultant shall provide MetroParks with 3-5 days’ notice so that MetroParks may seek appropriate protective relief.

5. CONSULTANT’S RESPONSIBILITIES

5.1 Consultant agrees to comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, and standards in performing the Services hereunder.

5.2 Consultant agrees to provide copies of certification of the Consultant’s insurance coverage to MetroParks.

5.3 Consultant agrees to assign qualified personnel to perform the Services under this Agreement.

5.4 Consultant agrees to assume all liability to the extent caused by its negligent acts or willful misconduct for its activities on or about the Property, to undertake appropriate safety precautions, and to fully inform, supervise, train and equip its employees, representatives, agents, Consultants or subcontractors to perform the Services.

6. METROPARKS' RESPONSIBILITIES

6.1 MetroParks shall provide access to the Property, at reasonable times, to enable the performance of the Services by Consultant.

6.2 MetroParks shall provide Consultant reasonable access to all available information and data in MetroParks' possession concerning the Services under this agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

8. INDEMNIFICATION

8.1 Consultant shall indemnify, and hold harmless, MetroParks, and its respective officers, directors, affiliates, partners, and employees against all claims, damages, losses, and expenses, including but not limited to, reasonable attorney's fees and charges, and court and arbitration costs, arising out of or in any way connected with or related to: (a) Consultant's breach of this Agreement; or (b) personal injury, illness, death, economic loss, and property damage arising out of the negligent performance of the Services.

9. TERMINATION

9.1 This Agreement may be terminated in whole or in part by either party at any time upon thirty (30) days prior written notice to the other. Consultant shall cease work on the termination date and shall not incur further expenses in connection with the Services. MetroParks shall pay Consultant for all Services performed under this agreement.

10. GOVERNING LAW

10.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio regardless of the laws that might otherwise apply under Ohio principles of conflicts of law.

11. INDEPENDENT CONSULTANT

11.1 Consultant shall not be deemed to be the employee or agent of MetroParks.

12. INSURANCE

12.1 During the term of this Agreement, Consultant and/or its subcontractors shall maintain at its expense, insurance with respect to its property and business against such casualties and contingencies, of such types and in such amounts, as is customary for established companies engaged in the same or similar business as the Services and similarly situated as Consultant, with financially sound and reputable insurers. Maintenance of such insurance will not relieve Consultant of any liability under this Agreement. Consultant agrees to furnish MetroParks with certificates issued by the insurance company or companies issuing insurance required by this Agreement.

13. NON-WAIVER OF BREACH

13.1 No waiver of any breach or default of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provisions of this Agreement.

14. USE OF METROPARKS' NAME

14.1 Consultant shall not use MetroParks' name in connection with any other project, proposed project, advertising brochure, or other commercial use without the prior written consent of MetroParks.

15. SEVERABILITY

15.1 If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and, to the extent possible, this Agreement shall continue without effect to the remaining provisions.

16. ASSIGNMENT; SUBCONTRACTORS

16.1 No party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other parties.

16.2 Consultant shall not engage a subcontractor to perform any portion of the Services without MetroParks' prior written approval.

16.3 Consultant shall be solely responsible for the satisfactory performance of any portion of the Services by the subcontractors. No contractual relationship shall exist between MetroParks and any subcontractor with respect to the Services to be performed hereunder.

17. SURVIVAL

17.1 The promises and covenants set forth herein, including without limitation the confidentiality obligations and indemnification, shall survive the expiration or termination of this Agreement, for any reason.

18. FORCE MAJEURE

18.1 Consultant shall not be liable for any delay or failure in completing performance of the Services under this Agreement to the extent that such delay or failure was the result of an act of God, war, government, labor unrest, or denial of access to any Property or any other factors beyond Consultant's control which could not readily have been foreseen by Consultant.

19. CAPTIONS AND HEADINGS

19.1 The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

20. NOTICE

20.1 Any notice given by either party shall be in writing and shall be given by facsimile or overnight delivery service to the other party at the following addresses:

To MetroParks Correspondence	ATTN: Click here to enter FRMP staff name Five Rivers MetroParks 409 E. Monument Ave, 3 rd Floor Dayton, OH 45402 Email: Click here to enter FRMP staff email
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To MetroParks Invoicing (faxed invoices will not be accepted)	Attn: Accounts Payable Five Rivers MetroParks 409 E. Monument Avenue, 3 rd Floor Dayton, OH 45402 Email: accountspayable@metroparks.org
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To Consultant	ATTN: Click here to enter Consultant name Click here to enter Company name Click here to enter Company address Click here to enter Company City State, Zip Click here to enter Consultant email
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21. ENTIRE AGREEMENT

21.1 The parties acknowledge that they have read this Agreement (together with material incorporated by reference herein), understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be effective unless it is in writing and is signed by the party against whom such modification or waiver is sought to be enforced.

22. COUNTERPARTS

22.1 This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same Agreement.

23. ASSURANCES

23.1 The Consultant agrees that duly authorized representatives of MetroParks shall until the expiration of three (3) years after final payment under this Agreement, have access to and the right to

examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions or services related to this Agreement.

23.2 Original documents, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change orders are and will remain the property of MetroParks unless otherwise agreed to by both parties. MetroParks may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at MetroParks' sole risk and without liability or legal exposure to the Consultant.

23.3 The services agreed to be provided by the Consultant within this Agreement are for the exclusive use of MetroParks and the Consultant and shall not engage in conflict of interest nor appropriate MetroParks work product or information except for knowledge in the public domain for the benefit of any third parties without MetroParks' consent or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim.

23.4 The Consultant will perform the specified professional services within the term as specified in Section 25 using due and reasonable diligence consistent with sound professional practices. The proposed work schedule can be adjusted as appropriate to better meet the needs of MetroParks upon written agreement by both parties.

24. LIMITATIONS ON LIABILITY

24.1 The total liability of Consultant, its employees, officers, directors, agents, and subcontractors, to MetroParks and its insurers or anyone claiming by, through or under them arising out of or in connection with this Agreement for any special, indirect, economic or consequential damages, including but without limitation, loss of profits or revenue, loss of use of any facility or property, including real property, cost of capital, loss of goodwill, or similar damages will not exceed \$500,000, provided that the limitation shall not apply to the extent such losses or damages result from gross negligence, willful misconduct, reckless misconduct, wanton misconduct, or intentional acts. MetroParks will not be liable to Consultant for any special, indirect, economic or consequential damages, including but without limitation, loss of profits or revenue, loss of use of any facility or property, including real property, cost of capital, loss of goodwill, or similar damages in excess of \$500,000, plus the price of the Services, provided that the limitation shall not apply to the extent such losses or damages result from gross negligence, willful misconduct, reckless misconduct, wanton misconduct, or intentional acts.

24.2 This Section 24 will (i) apply to the fullest extent allowed by law irrespective of whether liability is claimed, or found to be based in contract (including breach of warranty or contract), tort (including negligence or negligent misrepresentation), strict liability, or otherwise, and (ii) survive the completion of the services or the expiration, cancellation, or termination of this Agreement.

Remainder of page intentionally left blank.

25. TERM AND RENEWAL OF AGREEMENT

25.1 The term of this agreement is.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above. The parties agree that this Agreement may be signed electronically (including scanned signatures attached to an email) and that digital or electronic signatures shall have the same effect as originals.

FOR [Click here to enter Company name](#)

FOR FIVE RIVERS METROPARKS

Signature

Signature

Name (Print)

Name (Print)

Title

Title

Dated as of _____

Dated as of _____

CERTIFICATION OF FUNDS

Signature

William J. Tschirhart
Name (Print)

Chief of Administration
Title

Dated as of _____