REQUEST FOR PROPOSALS

FEE AUTOMATION AND ARCGIS ONLINE PROJECT

COACHELLA VALLEY CONSERVATION COMMISSION
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

The Coachella Valley Association of Governments (CVAG) and the Coachella Valley Conservation Commission (CVCC) have issued the attached Request for Proposals for preparation of the Fee Automation and ArcGIS Online Project.

Interested bidders should submit proposals to:

COACHELLA VALLEY CONSERVATION COMMISSION
ATTN: Jim Sullivan

Proposals must be received by the CVCC/CVAG by 5:00 pm (local time)
Friday May 22, 2020
Late proposals will not be accepted.

Technical questions regarding this Request for Proposals should be directed to Jim Sullivan, jsullivan@cvag.org.
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Attachment A: Sample CVAG and CVCC Services Contract

Documents Available on CVAG/CVCC Website:

- Fee Automation Test Project
  [https://cvag-my.sharepoint.com/:f:/g/personal/ovizcarra_cvag_org/Ep76Xcy53L9DqiVigMK_VsIBL8nTIUQeyNGZH8mD3dj17g?e=6R1gaf](https://cvag-my.sharepoint.com/:f:/g/personal/ovizcarra_cvag_org/Ep76Xcy53L9DqiVigMK_VsIBL8nTIUQeyNGZH8mD3dj17g?e=6R1gaf)
- Final Recirculated Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). September 2007
  [www.cvmshcp.org](http://www.cvmshcp.org)
- CVMSHCP Annual Reports
  [http://www.cvmshcp.org/MSHCP%20Annual%20Reports.htm](http://www.cvmshcp.org/MSHCP%20Annual%20Reports.htm)
- CVMSHCP Management Plans
  [http://www.cvmshcp.org/Monitoring_Management.htm](http://www.cvmshcp.org/Monitoring_Management.htm)
I. INVITATION

The Coachella Valley Association of Governments (CVAG) and the Coachella Valley Conservation Commission (CVCC) are seeking proposals from professionals to complete the Fee Automation and ArcGIS Online Project. This will require automation of two regional fee programs and moving our GIS program to ArcGIS Online.

Please submit your proposal by email no later than 5 pm on Friday May 22, 2020. Proposals should be submitted to the attention of Jim Sullivan, jsullivan@cvag.org. You will receive a return email confirming receipt so please allow adequate time for your submittal to be received and confirmed.

II. BACKGROUND

CVAG had the first regional transportation fee nationally in 1989. CVCC has a similar regional fee to support the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). Both fee programs are largely done on paper now and CVAG and CVCC plan to fully automate them.

CVAG is the regional planning agency coordinating government services in the Coachella Valley. By providing solutions to the common issues of the local governments and tribes that are its members, CVAG promotes a better quality of life and balanced growth for residents of Central and Eastern Riverside County.

The CVCC is a joint powers authority responsible for implementing the CVMSHCP on behalf of the Local Permittees. The Local Permittees consist of the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage, the County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Waste Resources Management District, Riverside County Regional Parks and Open Space District, Coachella Valley Water District, Imperial Irrigation District, and Mission Springs Water District. The Coachella Valley Association of Governments (CVAG) provides administrative support and staffing for the CVCC.

The CVMSHCP is a regional landscape-scale plan which provides for conservation of biological diversity and ecosystem processes to meet the requirements of federal and state endangered species laws, while allowing for balanced growth and development. The CVMSHCP provides for conservation, monitoring and management of 27 species in an area of approximately 1.1 million acres in eastern Riverside County. The CVMSHCP is regulated by permits from the state and
federal wildlife agencies ("Wildlife Agencies"), the California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS).

III. DESCRIPTION OF PROJECT

Through this RFP process CVAG/CVCC will select a consultant(s) to prepare the Fee Automation and ArcGIS Online Project. The Transportation Uniform Mitigation Fee (TUMF) supports regional transportation projects and is allocated according to the Transportation Project Prioritization Study. All new primary structures and any industrial/commercial addition of more than 1,000 square feet pays the TUMF when they obtain their building permit in all jurisdictions. The jurisdictions transmit the TUMF fees to CVAG and these fees are used for regional road projects. CVAG is responsible for ensuring compliance with the TUMF program requirements. Additional information on CVAG Transportation Uniform Mitigation Fee (TUMF) including the Fee Manual, can be found at https://www.cvag.org/library.htm.

CVCC administers the Local Development Mitigation Fee (LDMF) which supports the CVMSHCP. The LDMF is charged on every new residence in three acreage density categories, and any new industrial/commercial development at a uniform per acre charge. LDMF is charged to project developers by each jurisdiction when they obtain their building permit except in the City of Indio and County of Riverside where it is due at final inspection. Like TUMF, the jurisdictions transmit the LDMF fees to CVCC and these fees are used for habitat conservation. CVCC is responsible for ensuring compliance with the LDMF program requirements. Information on the CVMSHCP, including all Plan documents, can be found at the CVMSHCP website, www.cvmshcp.org.

IV. SCOPE OF WORK

The consultant will automate both the TUMF and Local Development Mitigation Fee, including direct entering of information by the jurisdictions into an ArcGIS Online database. The overall GIS program of CVAG/CVCC will be updated and converted into an ArcGIS Online based system. GIS SCOPE of Work

Phase 1 - Implementation
In the first phase, the vendor will provide the professional services required to develop an on-line form-based, GIS, map and reporting products.

The following modules will be developed:

1. Mitigation Fee Program Toolbox:
   a. LDMF Tool: City and County New Structure Building Permit form with Fee Calculator, Remittance report, and export to .csv. Each city will edit their own data in a common table (see LDMF 2018-2019 data spreadsheet). The APN (text field) will be a required feature and may need a map lookup. The LDMF tool will have a dashboard that shows key information like number of permits, fee amount calculated, fee amount collected, and outstanding payments. The tool will also send email alerts about alerts like payments that will be charged service fees. The tool will also have an external online or model-builder app that takes assessor data for the current year and compares it to past permits to see if anything was missed (escapees). The LDMF tool will have reporting capabilities
that support the tables in the CVCC Annual Report and export all records to csv for CVCC and CVAG staff.

b. TUMF Tool: Similar to the LDMF Tool. The fee calculations will be more complicated, but the workflow will be the same. The TUMF tool will have reporting capabilities that support tables in the CVAG TUMF annual report and export all records to csv for CVCC and CVAG staff.

2. Biological Monitoring Program Conservation Toolbox: This tool will be developed by collaborating with CVCC staff, the Reserve Management Unit Committee and Biological Working Group (RMUC/BWG), and UC Riverside (UCR).
   a. Develop a tool to manage data on biological monitoring activities from various sources including CVCC staff, contractors (biological consultants), volunteers, land monitors, citizen reports, work orders (for grants), and other sources. Data includes location of fences, gates and artificial watering holes, location of dumping, trespass, OHV use, fence cutting, and other land management issues that impact biological resources. Use ArcGIS Collector or Survey123 to collect GPS, photos, data entry, etc. and link them together. Data layers for assets like gates and fencing and impacts such as dumping, trespass, and ORV use will be developed and used for both Biological Monitoring and Land management activities. A methodology for CVCC to check input from contractors to the database will be developed.
   b. CVCC has over a decade of biological monitoring data that needs to be added to the overall digital database. These data include covered plant and animal species locations and abundance, vegetation/natural community mapping, and threats and stressors that impact species and natural communities. Data will need to be in in a geodatabase format in ArcGIS Online.

3. Land Management Program Toolbox: This tool will be developed by collaborating with the Reserve Management Oversight Committee (RMOC)
   a. Acquisitions. Tracking the conservation of land is fundamental to the success of the CVMSHCP. There are strict acreages that must be acquired and several agencies coordinating to purchase land. Credit is given in 3 categories Permittee (CVCC), State/Federal and Complementary. The categories are more fully explained in the CVMSHCP document (insert link to where this is found (http://www.cvmshcp.org/Plan%20Documents/11.%20CVAG%20MSHCP%20Plan%20Section%204.0.pdf page 4-10). Land Acquisition to Achieve the Conservation Goals and Objectives of the CVMSHCP. Identify all acquisitions, ownership, funding source and other variables.
   c. Covered Activities Outside Conservation Areas. CVCC does not track most development outside Conservation Areas and simply uses updates to the California Farmland Mapping and Monitoring Program to estimate most of this information (https://www.conservation.ca.gov/dlrp/fmmp).
   d. Status of Covered Species. Ongoing biological monitoring reports and data on species will be incorporated.
e. Track violations and identify locations of dumping, trespass, OHV use, fence cutting, and other land management issues

4. Transportation Management Toolbox:
   a. TUMF Calculator (Online) This will be similar to Western Riverside Council of Governments (WRCOG) TUMF Calculator as the format of fee administration is the same as to CVAG’s, though the fee amounts differ. The WRCOG TUMF calculator can be found at http://tools.pbid.com/wrcog/.
   b. Traffic Counts from Signal Synchronization Traffic Management Center.

5. Online Interactive Maps. Develop online interactive maps to be available on CVAG and CVMSHCP websites that display:
   a. CVAG Street sweeping program: schedules and routes
   b. CVAG transportation projects: that show details on each project when clicked on the map. TPPS projects and how they relate to each other.
   c. CVCC/CVMSHCP Conservation areas: details of how much has been conserved in each area, maybe show species and/or vegetation.
   d. CV Link; CV Link is a dual pathway to combine pedestrians, bicyclists, and low-speed electric vehicles (including golf carts) connecting the Coachella Valley. Develop CV Link map divided into sections, possibly by city. Information for CV Link users, construction schedule, etc.

6. Annual Audit Coordination Toolbox, report templates, maps, etc.
   a. Streamline and standardize the following annual reports. Past reports should all be added to the digital database. Use the tables as a guide for data reporting.
      i. CVAG Transportation Uniform Mitigation Fee (TUMF) ANNUAL REPORT
      ii. CVCC Local Development Mitigation Fee (LDMF) ANNUAL REPORT
      iii. Coachella Valley Multiple Species Habitat Conservation Plan Annual Report

Phase 2 – Enhancement

This phase is for setting goals for the enhancement of the Phase 1 toolboxes and online solutions. The project has a number of components that will likely need to be modified over time. CVAG/CVCC wishes to have a continuing relationship with the consultant to develop our GIS Program

Phase 3 – Support

This phase is for supporting the tools to adjust for GIS updates and other software changes.
V. **TENTATIVE PROJECT SCHEDULE**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Distribution of RFP</td>
<td>April 27, 2020</td>
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<tr>
<td>Latest Date for Questions on RFP</td>
<td>May 8, 2020</td>
</tr>
<tr>
<td>Date Responses to Questions will be posted on CVAG website</td>
<td>May 15, 2020</td>
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<tr>
<td>Closing Date for RFP</td>
<td>May 22, 2020</td>
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<tr>
<td>Notification of Short List Selection (on or after date listed, if necessary)</td>
<td>May 29, 2020</td>
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<tr>
<td>Interviews (if necessary)</td>
<td>Week of June 1, 2020</td>
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<tr>
<td>Notification of Final Selection (pending CVCC approval)</td>
<td>June 5, 2020</td>
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<tr>
<td>Approval of Contract and Notice to Proceed</td>
<td>CVCC June 11, 2020</td>
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<td></td>
<td>CVAG June 29, 2020</td>
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</tbody>
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VI. **PROPOSAL REQUIREMENTS**

You are encouraged to keep your proposal brief and relevant to the specific work required.

The RFP document and the completed Fee Automation Project Test Project, as well as any addenda, may be downloaded from the CVMSHCP website at [www.cvmshcp.org](http://www.cvmshcp.org). The RFP is also available at [www.cvag.org](http://www.cvag.org).

Proposals should include, as appropriate, the following:

A. **Cover Letter including:**
   1. The name, address and phone number of the contact person for the remainder of the selection process.
   2. Any qualifying statements or comments regarding the credentials and relevant experience of consultant.
   3. Identification of sub-consultants, description of their roles, credentials and relevant experience.

B. **Project Understanding**
   Degree of understanding of the project, the work to be done, and Fee Programs. Firms should not simply restate the information contained in the RFP. The proposal should provide additional information regarding the project which supports the applicant’s ability to perform.

C. **Description of Work to be Performed:**
   The proposal should describe:
   1. Approach to preparation of Fee Automation and ArcGIS Online including necessary steps.
   2. Outline of tasks and estimated schedule for completion of scope of work. Costs will be split between CVAG and CVCC so each task must have an estimated cost.
D. Firm, Project Manager and Key Staff Qualifications
Qualifications of the firm, project manager and key staff assigned to the project, their experience with similar projects, and experience with federal and state wildlife agencies. Recently performed relevant projects that clearly and accurately demonstrate the past performances and the abilities of the proposed project team. Include a key client contact person for the projects listed with their phone number and email address.

E. Budget
Provide a Budget that includes all costs associated with the tasks identified in the scope of work. The Budget must identify the costs, including time and materials, associated with each individual task. The Budget shall also include a fully loaded rate sheet for all personnel assigned to the project and a rate for all direct, indirect, and overhead costs.

VII. SELECTION PROCESS

A. Each proposal will be reviewed by an evaluation group to determine if it meets the proposal requirements. Failure to meet the requirements of the Request for Proposals will be cause for rejection of the proposal.

B. The evaluation group may ask for an interview and oral presentation by the selected applicants. Those selected will then proceed to contract negotiation. The details of the scope and consultant's fee for the project will be developed and negotiated with the selected firm.

C. The prospective applicant(s) is advised that should this Request for Proposal result in award of a contract; the contract will not be in force until it is approved and fully executed by CVAG/CVCC.

D. The consultant(s) will be selected for final negotiation of a contract based upon the following criteria:
- Project understanding
- Description of Qualifications, experience and approach and Scope of Work/Description of Work to be Performed
- Firm/Project Managers/Staff Qualifications
- Budget/Hourly Rate/Project Cost

VIII. DEADLINE FOR SUBMISSION OF PROPOSALS:

All proposals must be received by CVAG/CVCC by 5:00 pm, local time, Friday April 27, 2020. Proposals must be submitted by email as a PDF file. Emails are limited to 5 MB. Incomplete or late submittals will be rejected. Proposals must be submitted to Jim Sullivan at jsullivan@cvag.org.

Proof of receipt before the deadline is a time and date receipt on the email. It is the responsibility of the firm replying to this RFP to see that any proposal shall have sufficient time to be received by CVCC.
IX. INQUIRIES

All inquiries and responses to this RFP should be submitted to:

Jim Sullivan  
Coachella Valley Conservation Commission  
73-710 Fred Waring Drive, Suite 200  
Palm Desert, CA 92260  
(760) 346-1127  
jsullivan@cvag.org

Prospective consulting firms are encouraged to promptly notify CVCC of any apparent inconsistencies, problems, and/or ambiguities in this RFP. Consultants may submit questions via email to jsullivan@cvag.org no later than April 10, 2020. Responses to these questions will be posted on the CVAG website (www.cvag.org) by 5 pm on April 17, 2020. All inquiries shall be made only through this email address. Telephone calls will not be accepted. If deemed necessary, CVCC may call for a pre-proposal meeting to discuss issues raised. All notices, clarifications, and addenda to this RFP will be posted on CVMSHCP website at http://www.cvmshcp.org. Please monitor the website for all information regarding this RFP. CVCC will not be sending individual notifications of changes or updates. It is the sole responsibility of the prospective consultants to remain appraised of changes to the RFP.

This RFP does not commit CVAG/CVCC to award a contract or pay any costs associated with the preparation of a proposal. CVAG/CVCC reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of CVAG/CVCC. CVAG/CVCC reserves the right to split or award the contract in any manner determined to be the most advantageous to CVAG/CVCC.

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of CVAG/CVCC, other than the person named in this RFP. Neither proposers, nor anyone representing a proposer, is to discuss this RFP with any consultant engaged by CVAG/CVCC for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the consultant even if the contract has already been awarded.
EXHIBIT A

SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
CONSULTANT

THIS AGREEMENT is made and effective as of __________, 2020 between the Coachella Valley Association of Governments ("CVAG") and ______________, ______ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on __________, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than __________, 2020 unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform services consistent with the provisions of the Request for Proposals released on __________, 20___, (the "RFP," and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Work Order") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s), which amend or modify the RFP and/or Consultant's response thereto, are attached and incorporated herein by reference:

Exhibit A: Price Formula

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit A, the Price Formula.
4. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG’s Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant’s Project Manager shall meet with the CVAG Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit A. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG’s Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of Consultant’s invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.
8. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. **DEFAULT OF CONSULTANT**

(a) Consultant’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant’s control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With
respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain insurance, including Workers' Compensation as required by law for its personnel, and a one million dollar ($1,000,000.00) commercial general liability policy. Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on this commercial liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(b) CVAG, member agencies and any other interested and related party designated by CVAG are to be covered as additional insured as respects liability arising out of automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the said additional insureds. Minimum requirements are $100,000/$300,000/$25,000.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Consultant shall provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of Consultant and all risks to such persons or entities.
(e) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of “A-” Financial Category “X”, and authorized and admitted to do business in, and regulated by, the State of California.

(f) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the first Work Order. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.
16. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

   No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

   (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG’s prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

   (b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG’s right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

   (c) Consultant covenants that neither it nor any officer or principal of Consultant’s firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

18. **NOTICES**

   Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

   **To CVAG:**  
   Executive Director  
   Coachella Valley Association of Governments  
   73-710 Fred Waring Drive, Suite 200  
   Palm Desert, CA  92260
19. **ASSIGNMENT/PERSÖNEN**

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant’s Project Manager or members of the project team without prior written approval by CVAG.

20. **MANAGEMENT**

CVAG’s Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

21. **SUBCONTRACTS**

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

23. **GOVERNING LAW**

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.
24. **FINAL PAYMENT CERTIFICATION AND RELEASE**

CVAG shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVAG written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVAG to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVAG shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. **FORCE MAJEURE**

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

COACHELLA VALLEY ASSOCIATION OF GOVERMENTS

By: ________________________________

, Chair

CONSULTANT
THIS AGREEMENT is made and effective as of ____________, 20__ between the COACHELLA VALLEY CONSERVATION COMMISSION ("CVCC") and XXXX ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

   This Agreement shall commence on ____________, 20__ and shall remain and continue in effect until tasks described herein are completed, but in no event later than ______________, 20__ unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. **SERVICES**

   Consultant shall perform services consistent with the provisions of the Request for Proposals released on ______________, 20__, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVCC of written authority to proceed (a "Work Order") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

   Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

   The following exhibit(s), which amend or modify the RFP and/or Consultant's response thereto, are attached and incorporated herein by reference:

   Exhibit A: Scope of Work
   Exhibit B: Price Formula

3. **PRICE FORMULA**

   CVCC agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula.

4. **PERFORMANCE**

   Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
Consultant shall submit informal progress reports to CVCC's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVCC, describing the state of work performed. The purpose of the reports is to allow CVCC to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the CVCC Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVCC shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit A. The invoice shall be in a form approved by CVCC.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVCC, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVCC's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVCC disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVCC the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVCC. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVCC may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon
tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVCC. If CVCC suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVCC shall pay Consultant only for work that has been accepted by CVCC. Work in process will not be paid unless CVCC agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVCC. Payment of the final invoice shall be subject to approval by the CVCC Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVCC shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVCC Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVCC shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVCC or its designees at reasonable times to such books and records; shall give CVCC the right to examine and audit said books and records; shall permit CVCC to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVCC and may be used, reused, or otherwise disposed of by CVCC without the permission of Consultant. With respect to computer files, Consultant shall make available to CVCC, at Consultant's office and upon reasonable written request by CVCC, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.
11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVCC, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs, which arise out of, pertain to, or relate to Consultant’s alleged act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain insurance, including Workers’ Compensation as required by law for its personnel, and a one million dollar ($1,000,000.00) commercial general liability policy. Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on this commercial liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVCC with a certificate verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVCC. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, CVCC may, in addition to any other remedies it may have, terminate this Agreement.

(b) CVCC, member agencies and any other interested and related party designated by CVCC are to be covered as additional insureds as respects liability arising out of automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the said additional insureds. Minimum requirements are $100,000/$300,000/$25,000.

(c) Consultant’s insurance coverage shall be primary insurance as respects CVCC, its member agencies, and any other interested and related party designated by CVCC as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant’s insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVCC, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVCC.

(d) Consultant shall provide worker’s compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of Consultant and all risks to such persons or entities.

(e) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of “A-” Financial Category “X”, and authorized and admitted to do business in, and regulated by, the State of California.
Evidence of all insurance coverage shall be provided to CVCC prior to issuance of the first Work Order. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVCC, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVCC a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVCC, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVCC or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVCC or its members, or bind CVCC or its members in any manner except as expressly authorized by CVCC.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVCC shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVCC shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVCC, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVCC in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVCC will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVCC to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVCC, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or
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To CVCC:  
Executive Director  
COACHELLA VALLEY CONSERVATION COMMISSION  
73-710 Fred Waring Drive, Suite 200  
Palm Desert, CA 92260

To Consultant:  
XXXX  
XXXX  
XXXX  
XXXX
19. **ASSIGNMENT/PERSOENEL**

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVCC.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVCC.

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At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

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24. **FINAL PAYMENT CERTIFICATION AND RELEASE**

CVCC shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVCC written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant’s performance hereunder. All
obligations owing by CVCC to Consultant shall be deemed satisfied upon Consultant’s acceptance of the final payment. Thereafter, no property of CVCC shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

COACHELLA VALLEY CONSERVATION COMMISSION

By: ____________________________
    , Chair

CONSULTANT

______________________________