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(760) 346-1127

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES:
STATE LOBBYING AND GRANT PROCUREMENT FOR COACHELLA
VALLEY CONSERVATION COMMISSION**

Interested bidders should submit proposals to:

COACHELLA VALLEY CONSERVATION COMMISSION
ATTN: ERICA FELCI
efelci@cvag.org

**Proposals must be received by the CVCC by 5 pm (local time)
Wednesday, January 26, 2022
Late proposals will not be accepted.**

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Attachment A: Sample CVCC Services Contract

I. INVITATION

The Coachella Valley Conservation Commission (CVCC) is seeking proposals from qualified firms to provide State Legislative Advocacy and Grant Procurement Services. The CVCC is a joint powers authority of elected representatives in the Coachella Valley that are responsible for the implementation of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The CVMSHCP provides a regional landscape-scale vision for balanced growth to meet the requirements of the federal and state endangered species laws, while preserving habitat and providing opportunities for recreation, tourism and economic development. CVCC is soliciting proposals from experienced providers of state advocacy services to professionally and effectively represent CVCC's interests. The successful respondent will outline a winning strategy to advocate for CVCC's projects, coordinate amongst relevant legislative offices, regulatory and funding agencies, and assist with the grant procurement process. The project involves meeting habitat conservation and restoration goals of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). CVCC reserves the right to contract for the work with a single primary consultant, which may perform the work in-house or through one or more subcontractors, or to contract with multiple consultants. **The contract term is expected to be from approximately March 1, 2022 to February 28, 2023.**

Please submit your proposal by email no later than **5 pm on Wednesday, January 26, 2022**. Proposals should be submitted to the attention of Erica Felci, efelci@cvaq.org. You will receive a return email confirming receipt so please allow adequate time for your submittal to be received and confirmed.

All documents necessary to respond to this request for proposals are listed in the Table of Contents and posted on the CVAG/CVMSHCP website. Additional information on the CVMSHCP, including all Plan documents, can also be found at the CVMSHCP website, www.cvmshcp.org.

II. BACKGROUND

The Coachella Valley is located in central Riverside County within the Colorado desert ecoregion, and provides habitat for hundreds of plant and animal species, many of which are endemic to the Valley. The Coachella Valley has experienced significant growth and is considered one of the fastest growing areas in Riverside County with a projected population growth of 600,000 in the next 10 years. Because of the increased development pressure on this biodiversity hotspot, the CVMSHCP aims to conserve over 240,000 acres of high-quality habitat for 27 covered species and 27 natural communities to complement the existing network of federal, state, local and non-profit conservation lands within the 1.1 million acre Plan area. 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 is authorized by permits from the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) (collectively, "Wildlife Agencies"). By providing comprehensive compliance with state and federal environmental protection laws, the Plan safeguards the desert's natural heritage while allowing for timely construction of roads and infrastructure that improve the quality of life in the Coachella Valley.

The Coachella Valley Conservation Commission (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, Mission Springs Water District, Imperial Irrigation District, and Coachella Valley Association of Governments (CVAG). State permittees include Caltrans, the Coachella Valley Mountains Conservancy, and California Department of Parks and Recreation. CVAG provides administrative support and staffing for the CVCC.

To facilitate balanced growth in the Coachella Valley, the CVCC coordinates acquisition, monitoring and management of conservation land to preserve the Coachella Valley's native desert wildlife and provide open space for recreation. To assist in carrying out the goals of the CVMSHCP, services are needed to vigorously advocate for legislation, regulation and funding opportunities that benefit the CVCC and its member agencies. Achieving optimal results will require professional advocacy experience that is results-oriented, creative and cost-effective.

III. DESCRIPTION OF PROJECT

CVCC is soliciting proposals from experienced providers of state advocacy services to professionally and effectively represent CVCC's interests. The successful respondent will outline a winning strategy to advocate for CVCC's projects, coordinate amongst relevant legislative offices, regulatory and funding agencies, and assist with the grant procurement process.

State issues of priority to CVCC include, but are not limited to:

- Preserving the Coachella Valley's native desert wildlife
- Creating and increasing access to open space, trails, and reserves
- Protecting habitat linkages and wildlife corridors
- Compliance with state and federal endangered species laws
- Acquisition and long-term management of conservation land
- Fuels reduction and management of invasive species
- Climate resiliency
- Management of illegal dumping and community cleanup initiatives
- Grants and procurement for conservation related activities
- Legislation and regulations that may impact the CVCC and its CVMSHCP

IV. SCOPE OF WORK

The Scope of Work presented here is provided as a starting point for state advocacy services. CVCC seeks a proposal that includes a thoughtful level of analysis that is focused, adaptive to new information, and minimizes costs.

GENERAL REQUIREMENTS

1. The successful candidate should have a working knowledge of issues facing the Coachella Valley area and have an understanding of the functions and role of the CVCC.
2. Maintain a governmental affairs office in Sacramento, CA. including necessary support staff, equipment, and established processes to support advocacy efforts.

3. Fulfill state registration and reporting requirements imposed on lobbyists as required by law, and provide most recent report.
4. Have thorough experience in the state funding procurement, legislative and rulemaking process and the demonstrated ability to contact and communicate with legislators and their staff, as well as state agencies and other organizations working in intergovernmental affairs associated with conservation related matters.
5. Provide all necessary equipment and personnel possessing the skills, experience, education, and competence necessary to perform requested services.

SCOPE OF WORK PROPOSAL REQUIREMENTS

Pursuant to instructions included in this RFP, Proposal Content Requirements, a bidder’s proposal shall include a response to the following:

1. A narrative which demonstrates the firm’s basic familiarity or experience with problems associated with this service/project.
2. Descriptions of any similar or related contracts under which the bidder has provided services.
3. Descriptions of the qualifications of the individual(s) providing the services.
4. Any material (including letters of support or endorsement) indicative of the firm's capability.
5. A brief description of the firm's current operations, and ability to provide the services.
6. Experience, qualifications, and successes, specifically on issues related to conservation, parks and recreation, open space, endangered species, CEQA, and regional council of governments (COGs) legislative advocacy.
7. Experience in providing legislative lobbying services at the state level.
8. Qualifications and accomplishments of the personnel who will be assigned to work with the CVCC.
9. Affirm and describe advocacy experience, with a history of success, and your representation of similar organizations such as the CVCC
10. Provide a list of your current clients.

COST

1. Responses to the Request for Proposal will state the monthly cost/retainer for the service, identify the individuals who will be providing the requested services, plus any related expenses not otherwise included.
2. Describe any options available to the CVCC (monthly retainer, fee for service, all inclusive, etc.) and include your recommendation for the most cost-effective method for providing these services.
3. The actual fee will be negotiated with the successful respondent. All payments will be made on a monthly basis upon receipt of invoices. Tentative contract term to begin February 10, 2022.

IV. TENTATIVE PROJECT SCHEDULE

Distribution of RFP	January 10, 2022
Latest Date to Submit Questions on RFP	January 19, 2022
Response to Questions Posted on CVMSHCP website	January 20, 2022

Closing Date for RFP	January 26, 2022
Tentative Notification of Selection (pending CVCC approval)	January 31, 2022
Award of Contract and Notice to Proceed	February 10, 2022
Contract Duration	March 1, 2022 to February 28, 2023

V. PROPOSAL REQUIREMENTS

Please submit a proposal not more than five pages by 5:00 p.m. local time January 26th, 2022. No late submissions will be accepted. You are encouraged to keep your proposal brief and relevant to the specific work required.

Proposals should include, as appropriate, the following:

COST

- A. As submitted under the "COST" section. (25 points)

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy CVCC’s needs and to what degree? (25 points)
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service? (25 points)

The amount of demonstrated experience in providing the services desired for a conservation entity similar to the CVCC. (25 points)

VI. EVALUATION PROCESS

Proposals will be evaluated based on the bidder’s experience and the following criteria:

- Experience, qualifications, and successes of the firm, specifically with conservation and endangered species issues and associated legislative and funding advocacy, as demonstrated by the submittal.
- Experience in providing lobbying services at the state level, especially for local and regional governments including associated fiscal issues.
- Qualifications and accomplishments of the personnel who will be assigned to work with CVCC.
- Demonstrated strategies and proven ability to access elected officials and agency administrators to further CVCC’s interests.
- Specificity regarding requirements listed in the Scope of Service section of the RFP.
- Detailed cost for providing required services.
- Other criteria determined to be relevant by the Selection Committee.

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. The selected firm(s) 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 by the CVCC.
- D. A Selection Committee may be comprised of representatives from CVCC staff or CVAG departments. The Selection Committee will review all submitted proposals and make a recommendation. The Executive Director shall have full discretion to select any firm or individual to meet the services of this RFP.

Finalist may be required to present, at their expense, to the CVCC Committee.

VIII. DEADLINE FOR SUBMISSION OF PROPOSALS:

All proposals must be received by CVCC by 5:00 pm, local time, January 26, 2022. Proposals must be submitted by email as a PDF file. PDFs should be compressed as much as possible. Incomplete or late submittals will be rejected. Proposals must be submitted to Erica Felci at efelci@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 Erica Felci: efelci@cvag.org

Prospective consulting firms are encouraged to promptly notify CVCC of any apparent inconsistencies, problems, or ambiguities in this RFP. Consultants may submit questions via email to efelci@cvag.org no later than January 19, 2022. All inquiries shall be made only through this email address. Telephone calls will not be accepted. All notices, clarifications, and addenda to this RFP will be posted on CVAG/ 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 apprised of changes to the RFP.

This RFP does not commit CVCC to award a contract or pay any costs associated with the preparation of a proposal. CVCC reserves the right to cancel, in part or in its entirety, this

solicitation should this be in the best interest of CVCC. CVCC reserves the right to split or award the contract in any manner determined to be the most advantageous to CVCC.

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of 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 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.

Attachment A: Sample Services Contract

SERVICES CONTRACT

between

COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)
and
XXXX

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: Price Formula

3. PRICE FORMULA

CVCC 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 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 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 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.

(f) 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 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 CVCC's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVCC Task Manager or unless requested by the CVCC 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 CVCC. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVCC notice of such court order or subpoena.

(b) Consultant shall promptly notify CVCC 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 CVCC or its members. CVCC 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 CVCC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVCC's right to review any such response does not imply or mean the right by CVCC 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 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/PERSONNEL

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.

20. MANAGEMENT

CVCC's Executive Director shall represent CVCC 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 CVCC before subcontracting any services related to this Agreement. CVCC 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

CVCC 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, Indio Branch.

Any dispute arising under this Agreement shall first be decided by the CVCC Executive Director or designee. Consultant shall give CVCC 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 CVCC with a statement supporting the claim. CVCC 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

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.

