



## **COACHELLA VALLEY CONSERVATION COMMISSION**

# **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR LOCAL DEVELOPMENT MITIGATION FEE NEXUS STUDY UPDATE**

Interested bidders should submit proposals via email to:

**COACHELLA VALLEY CONSERVATION COMMISSION**

Attn: Allen McMillen

[procurement@cvag.org](mailto:procurement@cvag.org)

**Proposals must be received to the email address above by  
2:00 p.m. PST on Friday, July 25, 2025**

Questions regarding this Request for Proposals should be directed by email to  
Allen McMillen at [procurement@cvag.org](mailto:procurement@cvag.org)

Issue Date: June 25, 2025

# REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR LOCAL DEVELOPMENT MITIGATION FEE NEXUS STUDY UPDATE

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# 1. Introduction and Background

The Coachella Valley Conservation Commission (“CVCC”) is a joint powers authority (“JPA”) formed in 2005 with the purpose of administering the Coachella Valley Multiple Species Habitat Conservation Plan (“CVMSHCP”). CVCC is comprised of elected officials from Riverside County, the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage, and the Coachella Valley Water District, Mission Springs Water District, and the Imperial Irrigation District. The Riverside County Flood Control and Water Conservation District, Riverside County Regional Park and Open Space District, Riverside County Waste Resources Management District, and the Coachella Valley Association of Governments (“CVAG”) are considered ex officio members. Alongside the California Department of Parks and Recreation, the Coachella Valley Mountains Conservancy, and the California Department of Transportation (“Caltrans”), these entities constitute the CVMSHCP permittees.

The CVMSHCP serves as both a federal Habitat Conservation Plan and a state Natural Community Conservation Plan, and includes an area of approximately 1.1 million acres within Riverside County. It streamlines the federal and state permitting processes that allow for the incidental take of protected species by providing predetermined conservation and mitigation requirements for projected development activities undertaken by permittees. These requirements are intended to maintain populations of species protected under the CVMSHCP, and to ensure the preservation of the ecological processes that give rise to their habitat. The primary means of conservation under the CVMSHCP is the establishment of a Reserve System.

## 1.1. Reserve System Assembly

The Reserve System to be assembled under the CVMSHCP requires land to be conserved across 21 designated Conservation Areas, which have been delineated along both ecological and jurisdictional boundaries (Appendix A). In total, the Reserve System would comprise roughly 748,000 acres<sup>1</sup>, although approximately 23,000 acres are set aside for potential development. The remaining 725,000 acres to be conserved would consist of existing conservation lands, lands conserved by private entities closing gaps within existing conservation lands, and lands to be conserved on behalf of CVMSHCP permittees to mitigate the environmental impacts of their urban development. Of the required permittee conservation, about 101,000 acres are anticipated to be conserved on behalf of local agencies, primarily through the acquisition of fee title. An additional 8,000 acres in fluvial sand transport areas were projected to be conserved through land use planning means rather than acquisition, but recent development trends indicate that such means may be insufficient to ensure the maintenance of this essential ecological process, and fee title acquisition may be necessary.

As of the close of 2024, approximately 19,000 acres have been conserved by CVCC on behalf of local permittees<sup>2</sup>. Conservation has, to date, prioritized parcels within Conservation Areas at the wildland-urban interface. Although these parcels tend to be smaller and have a high per-acre cost, they have traditionally been most at risk to development. It should be noted that, although each Conservation Area has an overall conservation acreage goal, the conservation objectives of the CVMSHCP are met through the conservation of identified habitat for specific species found within any particular Conservation Area. Furthermore, the CVMSHCP employs a metric called Rough

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<sup>1</sup> Refer to Table 4-1, section 4 of the CVMSHCP for specific acreages: <https://cvmshcp.org/Plan-Documents/11-CVAG-MSHCP-Plan-Section-4-0.pdf>.

<sup>2</sup> CVMSHCP 2024 Annual Report: [https://cvmshcp.org/wp-content/uploads/2025/04/cvmshcpAnnualReport\\_2024\\_FINAL.pdf](https://cvmshcp.org/wp-content/uploads/2025/04/cvmshcpAnnualReport_2024_FINAL.pdf).

Step, which is designed to ensure that land conservation does not significantly lag behind development activities; for any Conservation Area “out of Rough Step,” development cannot take place until sufficient conservation has been achieved<sup>3</sup>. CVCC has recently taken steps to expand the scope of its acquisition efforts beyond the immediate wildland-urban interface, and is currently developing geospatial tools to better identify where acquisition activities may need to be prioritized to satisfy Rough Step requirements and better effect progress towards meeting the CVMSHCP’s habitat conservation goals.

### *1.2. Acquisition Costs and the Local Development Mitigation Fee*

The CVMSHCP assumed that Reserve assembly would be completed within 30 years of implementation. Factoring in a land value appreciation rate as well as appraisals and escrow fees, the total cost of Reserve System assembly over 30 years was estimated as \$526.7 million in 2006 dollars<sup>4</sup>. Acquisition costs were estimated based on a market study of land values within the CVMSHCP Conservation Areas conducted in 2005. Capital improvements to secure acquired land for conservation and administrative overhead specific to the CVMSHCP’s acquisition program were estimated to cost an additional \$34 million in 2006 dollars.

In order to fund the acquisition of the Reserve System, the CVMSHCP identifies a number of revenue streams, including direct allocations from public agencies based on anticipated infrastructure needs. However, the vast majority of acquisition funds are to be generated by the Local Development Mitigation Fee (“LDMF”), a development impact fee enacted pursuant to the State of California’s Mitigation Fee Act. Each local permittee has adopted an ordinance authorizing the assessment of the LDMF on any development impacting vacant land containing habitat identified under the CVMSHCP, including development that would convert agricultural land to a more intensive land use. For the purposes of assessing the LDMF, land use can be considered non-residential, which is calculated per acre of disturbance; or residential, which is calculated per density of dwelling units per acre. The ordinances authorizing the LDMF also include an automatic yearly inflationary adjustment tied to the Consumer Price Index for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area.

The LDMF is supported by a nexus study, which quantifies the proportion of impacts to habitat caused by new development in the Coachella Valley, and the associated financial contribution such development must make to mitigate those impacts through Reserve System assembly. The current LDMF nexus study was conducted in 2011<sup>5</sup>, and utilized land values determined through a market study updated in 2010. The 2011 nexus study took place in the wake of the 2008 financial crisis, which resulted in a much slower rate of development, and thus fee generation, than originally anticipated by the CVMSHCP, as well as the collapse of the Eagle Mountain landfill project, the tipping fees for which were expected to fund the monitoring and management programs under the CVMSHCP. Given these factors, the 2011 nexus study makes two key updates to CVMSHCP implementation: it extends the Reserve System assembly timeline from 30 years to 45 years, and it allocates portions of the LDMF to cover the costs of Reserve System monitoring and management. The final fee per acre, accounting for all current permittees to the CVMSHCP, was calculated as \$5,150/acre. This rate has been updated annually to reflect regional inflation. The LDMF program has, as of June 2024, generated approximately \$30 million.

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<sup>3</sup> See Appendix III of the 2024 Annual Report for details on progress towards each conservation objective and its Rough Step balance.

<sup>4</sup> Refer to Table 5-2a, section 5 of the CVMSHCP for detailed cost estimates: <https://cvmshcp.org/Plan-Documents/12-CVAG-MSHCP-Plan-Section-5-0.pdf>.

<sup>5</sup> [https://cvmshcp.org/Fees/ldmfNexusStudy\\_2011.pdf](https://cvmshcp.org/Fees/ldmfNexusStudy_2011.pdf)

## **2. Request for Proposals**

### *2.1. Scope of Services*

The services sought under this Request for Proposals (“RFP”) are set forth in more detail in section 5. Scope of Work (“Services”). Notwithstanding the inclusion of such Services in section 5. Scope of Work, the final scope of Services negotiated between CVCC and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between CVCC and the successful Proposer. A copy of the Agreement is attached hereto (Appendix B) and incorporated herein by reference.

### *2.2. Procurement Representative*

The procurement representative for CVCC regarding this RFP will be Allen McMillen, Management Analyst II, available by telephone at 760.346.1127 and by email at [procurement@cvag.org](mailto:procurement@cvag.org), or a designated representative, who will coordinate the assistance to be provided by CVCC to the Proposer.

### *2.3. Requests for Clarification*

All questions, requests for interpretations, or clarifications, either administrative or technical, must be requested in writing and emailed to the CVCC procurement representative for this RFP. All written questions, if answered, will be answered in writing, conveyed to the interested Proposers, and posted to the Coachella Valley Association of Governments’ website ([www.cvag.org/proposals](http://www.cvag.org/proposals)). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing via email by 2:00 PM local time on the date identified in Section 4.1 Selection Schedule herein.

### *2.4. Pre-Proposal Meeting*

There will be no pre-proposal meeting for this procurement.

## **3. Submission Requirements**

### *3.1. General Requirements*

Proposals shall be submitted by email in Adobe Portable Document Format (.pdf), identified in the subject line as “Local Development Mitigation Fee Nexus Study Update” to Allen McMillen at [procurement@cvag.org](mailto:procurement@cvag.org). Proposals shall consist of both a technical proposal and a separate fee proposal and are to be submitted in one email submission as two separate attachments. The file names shall designate the contents (e.g., “Technical Proposal” or “Fee Proposal”) accordingly. Only one email submittal per Proposer consisting of the technical and fee proposals will be considered.

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow CVCC to fully evaluate and compare the proposal. All requirements and questions in the RFP shall be addressed and all requested data shall be supplied. CVCC reserves the right to request additional information which, in CVCC’s opinion, is necessary to assure that the Proposer’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation

of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Technical literature that supports the Proposer's approach to providing the Services and work plan may be submitted to CVCC in conjunction with the proposal. Emphasis should be concentrated on completeness, approach to the work, and clarity of proposal.

Proposers are encouraged to visit the Project location, as applicable, to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

### *3.2. Content and Format of the Technical Proposal*

Proposals shall be concise, well organized, and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be e-mailed as a .pdf attachment(s) to the procurement manager.

Proposals shall be limited to a total of 10 pages. Appendices and page separators will not count toward the page limit. Proposals shall be presented in the following order and shall include:

1. Cover Letter. This letter, two page maximum, shall be addressed to Kathleen Brundige, Conservation Director, and shall, at a minimum, contain the following:
  - a. Identification of the consultant that will have contractual responsibility with CVCC. Identification shall include legal name of company, corporate address, telephone number, and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
  - b. Identification of all proposed subcontractors, including legal name of the company, contact person(s), mailing address, phone number, and email address. Specify the relationship between consultant and subcontractor, if applicable.
  - c. Acknowledgement of receipt of all RFP addenda, if any. All addenda posted on [www.cvag.org/proposals](http://www.cvag.org/proposals) for this solicitation shall be signed by the Proposer and included in the appendices.
  - d. A statement to the effect that the proposal shall remain valid for a period not less than 180 days from the date of submittal.
  - e. A statement that the consultant does not have any personal, business, or financial relationship with the contractors and subcontractors that will be pursuing the work.
  - f. Signature of a person authorized to bind consultant to the terms of the proposal.
  - g. Signed statement attesting that all information submitted with the proposal is true and correct.
2. Qualifications, Related Experience, and References. This section of the proposal should establish the ability of the consultant to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature, strength and stability of the consultant, staffing capability, workload, record of meeting schedules on similar projects, and at least three (3) supportive client references. Proposer will:

- a. Provide a brief profile of the consultant firm, including the types of services offered; the year founded; form of the organization (e.g., corporation, partnership, sole proprietorship, etc.); number, size, and location of offices; and number of employees.
  - b. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede consultant's ability to complete the Project.
  - c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight participation in such work by the key personnel proposed for assignment to this Project.
  - d. Provide a minimum of three (3) references. Furnish name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references to other work not cited in this section as related experience.
3. Proposed Staffing and Project Organization. This section of the proposal should establish the method that will be used by the consultant to manage the Project as well as identify key personnel and sub-consultants assigned. Proposer will:
  - a. Provide education, experience, and applicable professional credentials of Project staff.
  - b. Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel in an appendix, including copies of any certifications.
  - c. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include person's name, current location, proposed position for the Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
  - d. Include a Project organization chart that clearly delineates communication and reporting relationships with CVCC among the Project staff and subconsultants.
  - e. Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written consent of CVCC.
4. Work Plan. Proposer shall provide a narrative that addresses the Services and shows Proposer's understanding of CVCC's needs and requirements. Proposer will:
  - a. Describe the approach and work plan for completing the tasks specified in section 5. Scope of Work. The work plan shall be of such detail as to demonstrate the consultant's ability to accomplish the Project objectives within the overall schedule.
  - b. Outline the services to be provided, the activities that would be undertaken in completing the tasks and specify who would perform them, and identify all deliverables where applicable.
  - c. Identify methods that consultant will use to ensure quality control as well as budget and schedule control for the Project.
  - d. Identify any special issues or problems that are likely to be encountered during this Project and how the consultant would propose to address them.
  - e. Propose any enhancements or procedural or technical innovations to the Services that do not materially deviate from the objectives or required content of the Project. Any modifications proposed in this solicitation are welcome provided they are

innovative, advanced, and well thought out methodologies and shall be identified as optional and priced separately in the fee proposal.

5. Appendices. Proposer will:

- a. Provide an example of similar scoped project deliverables conducted within the last three (3) years or in process if at least in the final draft stage. If published online, Proposer may provide a link in lieu of inserting lengthy documentation in the appendices.
- b. Provide litigation history for any claims filed by consultant firm or against consultant firm related to the provision of services in the last five (5) years.
- c. Submit resumes of all key personnel/support staff that will produce work products for the Project. Describe qualifications, education, and professional licensing.
- d. Submit any objections to and/or request changes to the Agreement provided in Appendix B of this RFP.

### *3.3. Content and Format of the Fee Proposal*

Proposals shall separate from the technical proposal a fee proposal for required Services. The fee proposal shall be presented in a table format organized by task as identified in section 5. Scope of Work and shall include hours and hourly rates for all personnel – including subconsultants – subtotals for each task, and a grand total for the proposed fee. The fee proposal shall also include proposed direct costs and subcontractor mark-up, if any.

Any modifications identified pursuant to section 3.2.4(e) Work Plan shall be identified in the fee proposal as optional and priced out separately from the tasks specified in section 5. Scope of Work.

### *3.4. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP, including, but not limited to, the Agreement. If exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and the insurance and indemnifications provisions therein.

### *3.5. Additional Stipulations*

CVCC reserves the right to accept or reject all or any proposal and to waive any informality, incompleteness, or error in any proposal.

All proposals received become the property of CVCC. Once a contract has been awarded, the name(s) of the successful Proposer may be made available to the public upon request. All costs incurred by the Proposer in the preparation and presentation of their proposal will be at their own expense, and Proposer materials will not be returned.

CVCC reserves the right to amend this RFP or issue to all Proposers addenda to answer questions for clarification.

Unless specifically requested by CVCC, no amendment, addendum, or modification will be accepted after a proposal has been submitted to CVCC. If a change to a proposal that has been submitted in desired, the submitted proposal must be withdrawn and the replacement proposal



submitted prior to the deadline stated herein for receiving proposals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

CVCC will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of CVCC. CVCC will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

CVCC reserves the right to cancel this RFP at any time prior to the contract award without obligation in any manner for proposal preparation, interview, fee negotiation, or other marketing costs associated with this RFP.

Prices provided by Proposers in response to this RFP are valid for 180 calendar days from the proposal due date. CVCC intends to award the contract within this time frame but may request an extension from the Proposers to hold pricing until negotiations are complete and the contract is awarded.

Issuance of this RFP and receipt of proposals does not commit CVCC to award a contract. CVCC expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

CVCC reserves the right to negotiate any price or provision, task order, or service; accept any part or all parts of any proposals; waive any irregularities; and to reject any and all, or parts of any and all, proposals; whenever, in the sole opinion of CVCC, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets CVCC's requirements.

## 4. Submission Process

### 4.1. Selection Schedule

Submissions are due on **July 25, 2025, no later than 2:00 PM PST**. A selection committee comprised of CVCC and partnering agency staff may choose up to three applicants to be interviewed. The tentative schedule is as follows:

ACTION	DATE
1. Release of Request for Proposals <ul style="list-style-type: none"><li>Post to <a href="http://www.cvag.org">www.cvag.org</a></li></ul>	June 25, 2025
2. Deadline to Email Questions <ul style="list-style-type: none"><li>Email to <a href="mailto:procurement@cvag.org">procurement@cvag.org</a></li></ul>	July 14, 2025 (2:00 p.m. PST)
3. Responses to Questions via Addendum <ul style="list-style-type: none"><li>Post to <a href="http://www.cvag.org">www.cvag.org</a></li></ul>	July 16, 2025
4. Deadline for Receipt of Proposals <ul style="list-style-type: none"><li>Email to <a href="mailto:procurement@cvag.org">procurement@cvag.org</a></li></ul>	July 25, 2025 (2:00 p.m. PST)
5. Evaluation of Proposals	August 8, 2025

ACTION	DATE
6. Finalist Interviews ( <i>Proposers are to hold these dates until confirmed</i> )	August 14, 2025
7. Expected Contract Award	September 11, 2025

The above scheduled dates are tentative and CVCC retains the sole discretion to adjust them.

#### 4.2. Proposal Evaluation

CVCC strongly encourages proposals from qualified small local businesses. It is CVCC's policy to encourage greater availability, capacity development, and contract participation by small local business enterprises in CVCC contracts. It is intended to further CVCC's interest to stimulate economic development in the Coachella Valley through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.

The selection committee will score proposals based on the following scale:

1. Qualifications, Related Experience, and References: (25%)

The proposal's effectiveness in establishing the ability of the proposed team to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature, demonstrated experience working with agencies directly involved in this Project, staffing capability, workload, and record of meeting schedules on similar projects. Feedback from the required references will be considered here.

2. Proposed Staffing and Project Organization: (25%)

The proposal's effectiveness in establishing the method that will be used to manage the Project as well as identify key personnel assigned.

3. Work Plan: (30%)

The proposal's effectiveness in demonstrating understanding of the Project needs and requirements, and in addressing the tasks as identified in section 5. Scope of Work.

4. Proposed Fee: (20%)

The proposal's effectiveness in demonstrating cost-effectiveness, sufficient detail, and feasibility. Cost-effective proposals are those that accomplish higher levels of planning and design with the available funds while maintaining a high-quality level of performance.

During the evaluation process, CVCC reserves the right, where it may serve CVCC's best interest, to request additional information or clarification from Proposers, or to allow corrections of errors or omissions.

#### 4.3. Selection and Negotiation

It is CVCC's intent to select a Proposer best evidencing demonstrated competence and

professional qualifications to perform the Services. CVCC reserves the right to reject all proposals, select by proposal review only, or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final decision will be made. The successful Proposer will be selected on the basis of information provided in this RFP, in-person presentations, and results of CVCC's research and investigation.

Upon selection of a Proposer, CVCC will endeavor to negotiate a mutually agreeable Agreement with the selected Proposer. In the event that CVCC is unable to reach an agreement, CVCC will proceed, at its sole discretion, to negotiate with the next Proposer selected by CVCC. CVCC reserves the right to contract for services in the manner that most benefits CVCC, including awarding more than one contract if desired.

#### *4.4. Protests*

Protest procedures and dispute resolution processes will be in accordance with the CVCC Procurement Policy. The protest must be submitted in writing to CVCC's Executive Director via certified mail using the following address:

Coachella Valley Conservation Commission  
ATTN: Executive Director  
74-199 El Paseo Dr., Ste. 100  
Palm Desert, CA 92260

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## **5. Scope of Work**

### *5.1. General Expectations*

CVCC reserves the right to perform any portion of the Services with CVCC staff if resources are available. For the purposes of this proposal, the Proposer is requested to assume that no CVCC resources will be available to perform any portion of the Services described herein.

CVCC may have the consultant establish direct contact with member agencies and other stakeholders for the purpose of obtaining information, expertise, and assistance in developing Project information. The consultant shall maintain a record of all such contacts and shall provide copies of the contacts and records promptly to CVCC on a regular basis. CVCC will participate in and/or provide prior approval for all interagency meetings.

The consultant shall be responsible for reproducing, binding, circulating, and distributing all deliverables pursuant to CVCC requirements.

The consultant has total responsibility for the accuracy and completeness of the deliverables for the Project and shall check all such material accordingly. Reviews by CVCC and stakeholders may not include detailed technical review of the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the consultant. The consultant or their sub-consultant shall not incorporate in the Project any materials or equipment of sole source origin without prior written approval by CVCC.

The deliverables furnished under this scope of work shall be of a quality acceptable to CVCC. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization, and content of any drawings shall be that of similar types produced by CVCC.

Any pages identifying preparers of engineering reports shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation, as applicable.

The consultant shall maintain a set of project files indexed as approved by CVCC. The consultant shall submit all project files to CVCC at the completion of the project. All studies, plans, reports, data, manuals, electronic software developed, databases, spreadsheets, and intellectual property shall become the property of CVCC and/or any agency specified in the Agreement.

The consultant shall not suspend performance of this contract during negotiations of any change in Services except as they may be directed by CVCC. The consultant shall perform all changes in accordance with the terms and conditions of the Agreement.

The consultant shall employ risk management techniques that identify potential risks and uncertainties related to the development of the Project. If at any time during the performance of the Services, the consultant observes, encounters, or identifies any circumstance that could pose a potential risk, the consultant shall notify CVCC.

The consultant shall have and provide adequate supplies, field tools, instruments, and materials, including any specialty office, field site, and/or safety equipment, to complete the work required by the Agreement.

This will be a project specific agreement between CVCC and the selected consultant for the

performance of services with a defined scope of work. It is anticipated that the contract resulting from this solicitation, if awarded, will be a professional services contract, with a total not-to-exceed amount based on tasks specified in the scope of work.

## *5.2. Project Expectations*

CVCC anticipates that the Local Development Mitigation Fee Nexus Study Update will have at least three primary areas of focus, although the Proposer is free to suggest additional avenues of inquiry as may be deemed necessary to fulfil the overall needs of the project. At a minimum, CVCC expects the project to result in the following documents:

- A market study assessing rates of regional development and market absorption, and proposing a range of expected land values for each Conservation Area<sup>6</sup>; and
- A fee nexus study written in accordance with the Mitigation Fee Act and incorporating the findings from the market study establishing a cost allocation and fee schedule; and
- Implementation documentation including model ordinance templates for adoption by local permittees and fee calculation guidance for fee administrators and developers.

A non-exhaustive list of privately held parcels for potential acquisition will be provided by CVCC to the successful Proposer to guide the market study, but for scoping purposes, the Proposer can assume that approximately 6,300 parcels totaling 108,000 acres across the 21 Conservation Areas are available for acquisition.

The LDMF nexus study update is scheduled to take place concurrently with a similar update to the CVAG's Transportation Uniform Mitigation Fee ("TUMF") nexus study, which is projected to take place from December 2025 to April 2026. The selected Proposer will be expected to share any relevant information and to coordinate any stakeholder engagement, to the extent feasible, either through CVCC and CVAG or directly, with entities working on the TUMF update.

The Project is anticipated to last through April 2026, and is projected to cost \$175,000. Any proposed tasks that exceed this amount shall be called out as optional tasks with separate line items in the proposed budget.

## *5.3. Task List*

The tasks and deliverables identified below represent general project parameters. Proposers may suggest alternative tasks and/or deliverables to better meet the needs of the project as long as those alternatives meet the overall goals and objectives discussed in section 5.2 Project Expectations. Task descriptions should not be viewed as exhaustive.

### 1. Project Management

- Kickoff meeting: Within two weeks of contract execution, consultant shall coordinate with CVCC to schedule a project kickoff meeting. The kickoff meeting will provide an opportunity for CVCC staff and the consultant to review the project scope and schedule, establish internal benchmarks and performance goals, and identify existing resources. Meeting may be virtual or in-person.
- Periodic status meetings: Over the course of the project term, consultant shall meet

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<sup>6</sup> Geospatial information, including Conservation Area boundaries, are available at <https://mshcp-cvag.hub.arcgis.com/>.

with CVCC staff no less frequently than monthly, and more often as necessitated by project needs and allowed for within the project budget, to discuss the status of current task items. Status meetings will provide a forum for review and refinement of any in-progress activities and identification of any issues that may impact project schedule, budget, or deliverables. Meetings may be virtual or in-person.

- Invoicing and progress reports: Consultant shall provide itemized invoices to CVCC on a monthly basis, to include, at a minimum, hours spent per person per task and to-date expenditures on each task. Each invoice shall be accompanied by a progress report to include, at a minimum, a summary of the actions completed during the previous reporting period, the estimated percent-complete for each task, conformance to Project schedule, proposed actions to take place during the next reporting period, and tracking of the performance metrics identified and reviewed during the kickoff meeting. CVCC may alter the reporting requirements over the course of the project.

*Project Management deliverables: Meeting agendas and minutes, project invoices, and monthly progress reports.*

## 2. Real Estate Trends Analysis

- Current market conditions: Consultant shall assess changes in development trends across the Coachella Valley since the 2010 market study, especially as pertains to greenfield development and the conversion of agriculture to other uses, both of which are the primary driver of LDMF revenues. Consultant shall also assess current market conditions within the Coachella Valley to determine, among other metrics, the absorption rate, with a particular focus on parcels at the wildland-urban interface, parcels suitable for logistics and distribution, and parcels suitable for renewable energy development.
- Land valuation: Consultant shall utilize the findings from the above subtask, as well as additional information obtained through discussions with local realty experts and/or other entities engaged in local land acquisition, to propose a range of land values for privately held parcels in each Conservation Area. Consultant shall group these values within at least three meaningful categories (e.g., by land use, by proximity to development, by cost point, etc.) to be approved by CVCC, and will also identify a weighted average value for each Conservation Area based on the proportion of land within each category. Land valuation shall be consistent with the Uniform Standards of Professional Appraisal Practice and based on fair market value as defined by California state law (CCP 1263.320).

*Real Estate Trends Analysis deliverables: a technical report detailing, at a minimum, the current market conditions for land development and market absorption within the Coachella Valley, and proposed values for private property within each Conservation Area; any tabular, geospatial, or other data created or modified to inform land valuation.*

## 3. LDMF Nexus Study

- Evaluation of existing nexus study: Consultant shall evaluate the extent to which the assumptions made in the 2011 LDMF nexus study still apply, and how any changed circumstances may influence the revised fee schedule. Such assumptions include, but are not limited to, the time horizon for full Reserve System assembly, projected

expenditures to assemble and manage the Reserve System, the proportional allocation of fee revenues to Reserve assembly versus Reserve management, available revenue streams, the rate of development within the Coachella Valley, land use categories for fee assessment, and any changes to implementation of development impact fees under the Mitigation Fee Act.

- Updated fee schedule: Consultant shall determine the number of acres subject to the development impact fee and calculate a fee per unit development satisfactory to meet CVMSHCP implementation needs, after accounting for external revenue streams. At a minimum, a fee schedule will be proposed according to the land uses and unit densities currently in effect, and will consider land acquisition needs under two scenarios: 1) that Reserve System assembly will not require the acquisition of land within fluvial sand transport areas, and 2) that Reserve System assembly will require the acquisition of land within fluvial sand transport areas. Additional alternative fee schedules for consideration may be requested pursuant to the findings of the above subtask and any changes in public land ownership within the CVMSHCP area.
- Mitigation Fee Act findings: Consultant shall make all necessary findings to ensure the updated fee schedule complies with the Mitigation Fee Act. Consideration shall be given to any changes in state law since publication of the current nexus study, as well as any state or federal case law that may affect the administration of development impact fee programs.
- Stakeholder outreach and coordination: Consultant shall coordinate up to six (6) stakeholder meetings to solicit feedback and build consensus regarding the proposed fee schedule and implementation guidance (see next task). Stakeholders are anticipated to be drawn from the regional development industry, local agency staff, and elected officials. Consultant shall coordinate outreach with the concurrent TUMF stakeholder engagement to the extent feasible. Meetings may be virtual or in person.

*LDMF Nexus Study deliverables: a legally defensible fee study establishing a rational nexus for a development impact fee written in accordance with state law that will meet the objectives of the CVMSHCP; agendas, minutes, summaries and other collateral from outreach activities.*

#### 4. Implementation Documentation

- Model ordinance template: Consultant shall prepare a model ordinance template authorizing the imposition of the LDMF for new development under local permittees' land use authority. The model ordinance will include, but not be limited to, findings referencing permittee obligations under the CVMSHCP and the revised nexus study; identification of the final land use categories and associated fee assessment; an automatic inflationary adjustment factor; any exemptions to the fee as may be identified during the prior task; and an appeals process. This template will be prepared in consultation with the stakeholder group identified above. *Note: finalization and adoption of any ordinance will be conducted by CVCC, its legal counsel, and CVMSHCP permittees, and is not considered part of the project scope.*
- Fee implementation handbook: Consultant shall prepare a user's guide intended to assist CVCC staff, local agency staff, and developers in determining any potential development's obligation under the revised fee schedule. This guidance document

shall be drafted in consultation with the stakeholder group identified above, and shall include example calculations across a range of potential land uses. Where necessary, this user's guide will provide supplemental information to the inflationary adjustment calculation, appeals process, and exemption criteria contemplated in the model ordinance template.

*Implementation Documentation deliverables: substantially complete model ordinance template draft; user's manual.*



## Appendix A: CVMSHCP Boundary and Conservation Areas

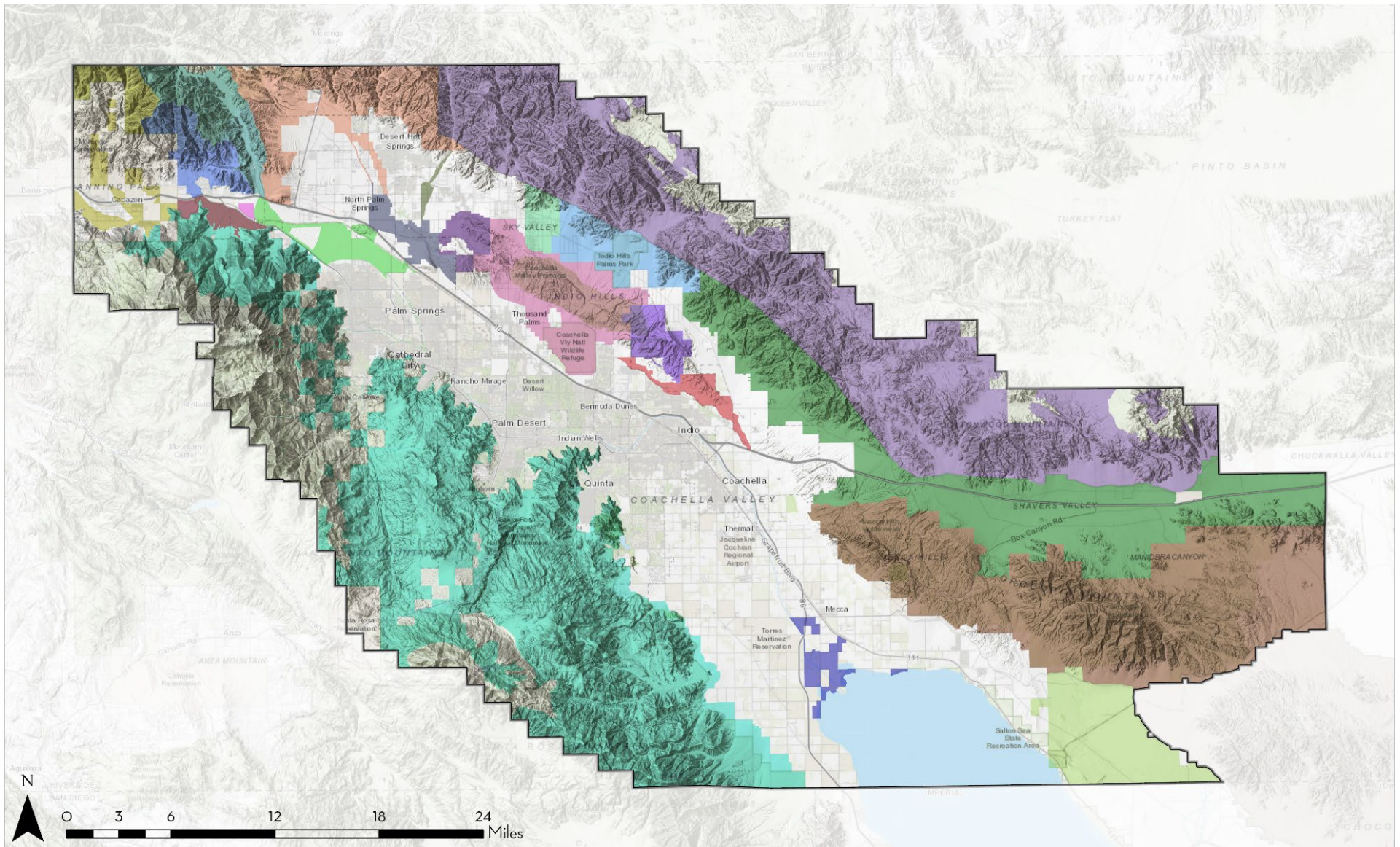


Figure 1: Development on undisturbed land within the CVMSHCP boundary is subject to the LDMF. CVCC is authorized to purchase land in any of the color-coded Conservation Areas.

## Appendix B: Draft Professional Services Agreement

PROFESSIONAL SERVICES CONTRACT  
between  
COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)  
and  
[INSERT CONSULTANT]

THIS AGREEMENT is made and effective as of [INSERT DATE], 2025 between the Coachella Valley Association of Governments ("CVCC") and [INSERT CONSULTANT] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1. TERM

This Agreement shall commence on [INSERT DATE], 2025 and shall remain and continue in effect until tasks described herein are completed, but in no event later than [INSERT DATE], [INSERT YEAR] unless sooner terminated or extended pursuant to the provisions of this Agreement. CVCC shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year term. If the parties are unable to reach an agreement, CVCC, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

### 2. SERVICES

Consultant shall perform **PROFESSIONAL SERVICES** consistent with the provisions of the Request for Proposals for the proposed Local Development Mitigation Fee Nexus Study Update, released on [INSERT DATE] (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein and/or as an exhibit to this Agreement, upon issuance by CVCC of written authority to proceed (a "Notice to Proceed") 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 herein or by the exhibits hereto, Consultant is bound by the contents of the RFQ 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) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant Proposal)

### 3. PRICE FORMULA

CVCC agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$[INSERT NOT-TO-EXCEED AMOUNT] without a written amendment.

### 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 B. 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) Consultant shall invoice no less frequently than monthly and submit invoices within 15 days of each month end except for the month end of June when invoices shall be submitted within 7 days. Invoices shall include the time period covered and be itemized for time and materials. Each invoice for payment must be accompanied by a written description. The description shall provide detail about the types of activities and specific accomplishments during the period for which the payment is being made. CVCC shall only make payments in the form of Electronic Fund Transfer (EFT).

(f) 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.

(g) 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 the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); and (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 per accident or disease. Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVCC with a certificate and endorsement 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 and endorsements evidencing insurance coverage as required 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 required herein, CVCC may, in addition to any other remedies it may have, terminate this Agreement.

(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) 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.

(e) Evidence of all insurance coverage shall be provided to CVCC prior to issuance of the Notice to Proceed. 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  
                                    CVCC  
                                    74-199 El Paseo, Suite 100  
                                    Palm Desert, CA 92260

To Consultant:            [NAME, TITLE]  
                                    [CONSULTANT NAME]  
                                    [ADDRESS]  
                                    [CITY, STATE, ZIP]

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, Desert 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.

#### 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.

This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the combined signed pages constituting one completely executed document.

This Agreement shall be executed with the use of electronic or digital signatures in order to be in effect.

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:\_\_\_\_ Tom Kirk, Executive Director

[INSERT CONSULTANT]

By: \_\_\_\_

[INSERT NAME, TITLE]

**EXHIBIT “A”  
SCOPE OF WORK**

**EXHIBIT “B”  
PRICE FORMULA**