



**VALLEY
SANITARY
DISTRICT**

45500 Van Buren Street
Indio, CA 92201

Giving Water Another Chance



REQUEST FOR PROPOSALS

for
EXECUTIVE SEARCH FIRM

Release Date: October 31,2022

Deadline for Submission: December 02, 2022

Contact Person: Miguel Serna

**VALLEY SANITARY DISTRICT
REQUEST FOR PROPOSALS
EXECUTIVE SEARCH FIRM**

INSTRUCTIONS TO PROPOSERS

I. BACKGROUND AND INTRODUCTION

The Valley Sanitary District (“VSD”) is in the Coachella Valley, about 20 miles southeast of the Palm Springs International Airport. VSD is a wastewater district founded in 1925, operating under the Sanitary District Act of 1923. VSD has approximately 30,000 connections in a 19.5 square mile service area serving a population of about 85,000 in the communities of Indio, Coachella, La Quinta, and unincorporated Riverside County. VSD is governed by a five-member Board of Directors and led by a senior management team comprised of a General Manager, District Engineer, Chief Operating Officer, and Chief Administrative Officer.

The District’s current General Manager has been in place for three years and is anticipated to leave no later than June 16, 2023. The Board of Directors appoints the General Manager to oversee all activities of the District, which includes a workforce of 36 full-time employees.

VSD has prepared this Request for Proposals (“RFP”) and is requesting proposals from qualified and interested firms¹ (“Proposers”) to assist the District in recruiting, qualifying, and securing a diverse field of candidates for the Board’s selection for the position of General Manager (the “Project”).

II. SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT

The scope of services (“Services”) sought under this RFP are set forth in more detail in Exhibit “A”, attached hereto and incorporated herein by this reference.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between VSD and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between VSD and the successful Proposer. A copy of the Agreement is attached hereto as Exhibit “B” and incorporated herein by this reference.

III. VSD CONTACT

The principal contact for VSD will be Miguel Serna, Human Resources Specialist, 760-238-5400, mserna@valley-sanitary.org or a designated representative, who will coordinate the assistance to be provided by VSD to the Proposer. No other members of VSD’s staff or VSD’s Board should be contacted about this procurement during the RFP process. Any and all inquiries and comments regarding this RFP must be submitted in writing, unless otherwise instructed by VSD. VSD may, in its sole discretion, disqualify any Proposer who engages in any prohibited communications.

¹Use of the term “firm” shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

IV. REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the VSD Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on VSD's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 p.m. local time five working days prior to the proposal deadline.

V. PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2" X 11" sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 12-point font.

The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

A. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

B. Proposer Statement Of Qualifications. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. **Executive Summary.** An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.
2. **Qualifications and Experience.** The proposal should:
 - a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.
 - c. State the number of years the firm has conducted business.

d. Provide a description of the three most relevant contracts held within the last five years.

3. Evidence Of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.

4. References. The Proposer shall provide a minimum of four client references, preferably city, county, or special district governments for whom the Proposer has previously performed services of similar type and scope within the last 5 years.

5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

C. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to VSD. Proposer should consider the scope of the Project, goals of VSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to VSD's attention within the discussion of its proposed method to accomplish the Project.

D. Certification of Proposal. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to VSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

E. Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel.

VI. PROPOSAL CONSIDERATIONS

A. 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 attached hereto as Exhibit "B". If any 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, in particular, the insurance and indemnification provisions therein.

B. Collusion. By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or

indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

C. Conflicts of Interest. Proposers shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.

D. Withdrawal of Proposals. A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting VSD's representative remove the Proposer's submission.

E. Financial Health and Reputation. VSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited if necessary, in addition to any other information requested by VSD.

F. Confidentiality of Proposal. Proposals submitted in response to this RFP shall be held confidential by VSD and shall not be subject to disclosure under the California Public Records Act (CGC section 6250 et seq.) until after either VSD and the successful Proposer have completed negotiations and entered into an Agreement or VSD has rejected all proposals. All correspondence with VSD including responses to this RFP will become the exclusive property of VSD and will become public records under the California Public Records Act. VSD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), VSD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give VSD written notice of Proposer's objection to VSD's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless VSD, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Proposals which indiscriminately identify all or most of the

proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

VII. EVALUATION CRITERIA

The proposal evaluation criteria include the following.

- Experience and history of performing similar services for a public agency
- Qualified personnel and other resources to meet the scope of services
- Proposal cost to perform the services
- Completeness, thoroughness, clarity, and neatness of proposal
- References
- Proposed method to accomplish the Services
- Proper and current licenses and certifications

During the evaluation process, VSD reserves the right, where it may serve VSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of VSD, is in the best interest of VSD. Upon selection of a Proposer, VSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. In the event that VSD is unable to reach agreement, VSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by VSD. VSD reserves the right to contract for services in the manner that most benefits VSD including awarding more than one contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, VSD staff will make the final recommendation to VSD Board concerning the proposed Agreement. VSD Board has the final authority to approve or reject the Agreement.

VIII. SUBMITTAL INSTRUCTIONS

The proposal must be received no later than 4:00 p.m. local time, on or before December 02, 2022, at the District's office.

Valley Sanitary District
45-500 Van Buren St.
Indio, CA 92201

The envelope should clearly indicate "Proposal for (Project Name)" and Proposer's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g. Envelope 1 of 3, as required.

VSD will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and

not signed for by VSD. Proposals received after this date will be returned to the Proposers unopened. Faxed or electronically submitted proposals will not be accepted.

IX. PROTESTS

A. Protest Contents. Protests based on the content of the RFP shall be submitted to VSD no later than 10 calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with VSD policy, or this RFP, is not in compliance with law. A protest must be filed in writing with VSD (email is not acceptable) within five business days after receipt of notification of the intended contract award.

Any protest submitted after 4 p.m. of the fifth business day after notification of the intended contract award will be rejected by VSD as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

B. VSD Review. VSD will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. VSD shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by VSD relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

X. PROPOSAL SCHEDULE

The tentative schedule is as follows:

ACTION	DATE
Publish Request for Proposals (RFP)	October 31, 2022
Last Day to Submit Questions for Clarification received by VSD on or before 4:00 p.m.	November 11, 2022
Clarifications Issued by VSD on or before	November 14, 2022
Deadline for Receipt of Proposals submitted on or before 4:00 p.m.	December 2, 22
Interview of Finalists (if needed)	December 19, 2022
Notification of Contract Award	December 28, 2022

XI. ADDENDA

VSD reserves the right to revise the RFP prior to the time set to receive proposals. Revisions, if any, shall be made by written addenda. All addenda issued by VSD shall be included in the proposal and made part of the RFP. Each Proposer shall leave with VSD its name, address, phone and fax numbers, and e-mail address for the purpose of receiving Addenda. VSD will cause copies of addenda to be mailed, faxed, delivered or e-mailed to such names at such addresses. Proposers are responsible for ensuring that they have received any and all addenda. Each Proposer should contact VSD to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda may result in bid rejection.

XII. GENERAL CONDITIONS

A. Amendments to Proposals. Unless specifically requested by VSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to VSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

B. Non-Responsive 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.

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

D. Cancellation. VSD reserves the right to cancel this request for proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.

E. Price Validity. Prices provided by Proposers are valid for 90 days from the proposal due date. VSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

F. No Commitment to Award. Issuance of request for proposals and receipt of proposals does not commit VSD to award a contract. VSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.

G. Right to Negotiate and/or Reject Proposals. VSD reserves the right to negotiate any price or provision, task order or service, accept any part or all 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 VSD, 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 VSD's requirements.

END INSTRUCTIONS TO PROPOSERS

EXHIBIT “A” PROPOSED SCOPE OF SERVICES

The District’s goal is to select an Executive Search Firm to attract a diverse field of qualified candidates and manage the selection process of a candidate to succeed the General Manager. The selected firm will assist the Board of Directors, ad-hoc committee, and staff with developing the qualification and selection criteria and then create and implement an aggressive marketing plan to find the ideal candidate.

1. Work Plan

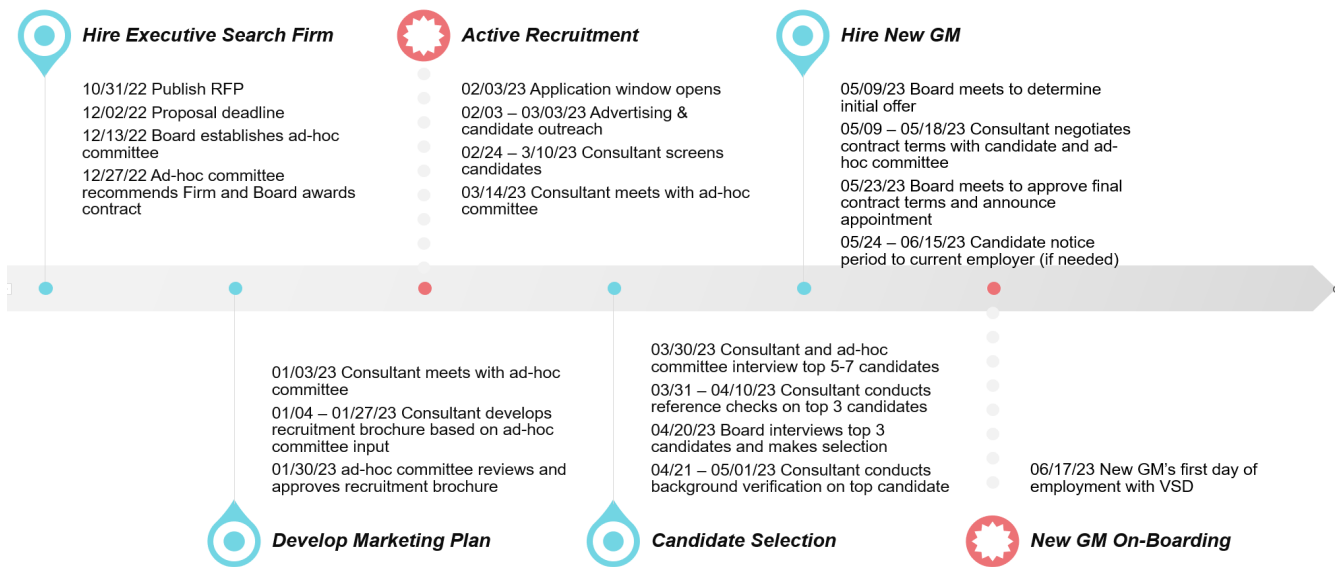
The Consultant will work with the Human Resources Specialist, ad-hoc committee, and the Board of Directors with the following activities.

- **Marketing Plan**
The consultant will develop a marketing plan and recruitment brochure that discusses the community, District, position, and anticipated compensation. The consultant will define how the brochure will be used in the advertising and recruitment.
- **Recruitment**
The consultant will perform outreach and marketing to attract a diverse field of qualified candidates and screen the candidates to present to the District’s staff, ad-hoc committee, and Board for further consideration. Provide oral briefings and a written report on each top candidate for consideration.
- **Candidate Selection**
Work with the ad-hoc committee and staff to develop structured interview questions and a rating rubric system. The consultant will facilitate initial interviews with the ad-hoc committee and internal staff, and final interviews with the Board of Directors and coordinate interview appointments with candidates. Conduct reference checks on the top candidates.
- **Contract Negotiations with the Selected Candidate**
Consultant, in conjunction with the Board and legal counsel, will conduct a detailed background investigation of the selected candidate and assist in negotiating on behalf of the District the final compensation terms of the employment agreement

2. Timeline

The Board of Directors’ goal is to complete contract negotiations, appoint a successor General Manager, and have the successor General Manager begin work at the District on June 12, 2023. The estimated timeline is described below, with each milestone indicating the target completion date of the activities.

3. Proposed Approach



Responses will be evaluated based on the information submitted according to the following items. Failure to provide this information may cause rejection of the proposal.

- **Approach**
Describe your approach to the scope of services identified in Section 2 above. Identify Project constraints. Describe any suggested enhancements to the scope and creative ideas for accomplishing the recruitment.

Timeline

A schedule of proposed activities within the approach to work that includes the proposed timeline for completion of each milestone and task outlined.

Value Proposition

Unique characteristics of the consultant's approach, experience, database, or social media reach would give the consultant a competitive advantage in attracting highly qualified candidates for the General Manager position.

Equal Employment Opportunity

How the consultant will ensure inclusive and nondiscriminatory marketing, outreach, and selection process that is likely to result in the identification of a field of interested and vetted candidates that is representative of the diversity of qualified candidates within California.

Work Samples

Examples of previous recruitment brochures and sample marketing plans for similar projects may be attached as an appendix.

Communication

The proposed communication frequency and methodology between the consultant and the District, including the number and type of meetings to be conducted.

District Involvement

Information on the minimum expectations and information you will need from the District to complete the project.

4. Project Costs

Firms are invited to propose a fee structure commensurate with the defined scope of work and the consultant's proposed approach. The proposal must indicate whether it is a fixed-fee basis proposal that includes all estimated project costs, including professional services, travel, printing, advertising, and other project costs.

If the proposed fees are not inclusive of all project costs, responding consultants must include the proposed fee basis for each expense category and a not-to-exceed amount for each billable item as well as a not-to-exceed amount for the total project costs.

The proposal should include payment terms, including any offered discount if the consultant is not successful in placing a qualified candidate on or before the target date of June 12, 2023, or a replacement guarantee if the District does not retain the final selected candidate for at least one year.

5. Qualifications

Responding consultants must identify the professional qualifications, background, and capabilities of each team member who will be assigned to perform or oversee work on the recruitment project. For each project team member, including the number of similar projects for other public agencies that the team member has supported. The District reserves the right to reject or remove personnel performing services in this contract at its sole discretion.

6. References

Describe the consultant's experience in completing at least five similar recruitment projects conducted for other public agencies in California, including the following.

- At least three of the five similar projects listed should be for public water agencies.
- At least three of the five similar projects listed should have been led by the same Project Manager named in the responding consultant's proposal.
- For each project listed, include whether the assigned project team members are still employed with the responding consultant.
- Include the following information about the client for each project: the client's name, project manager/contact person, phone numbers, and email addresses for the client's point of contact.

EXHIBIT "B"
VALLEY SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20__ by and between the Valley Sanitary District, a California Special District ("District"), and _____, a _____, with its principal place of business at _____ ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. District is a public agency of the State of California and needs professional services for the following project: Grant Writing Services – Recycled Water Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

The Parties agree as follows:

1. Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional consulting services necessary fully and adequately for the Project. Consultant shall provide the District with the services described in the scope of services attached hereto as Exhibit "A" and by this reference incorporated herein.

2. Compensation.

a. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A" attached hereto and by this reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **[***INSERT AMOUNT WRITTEN OUT***]** (\$**[***INSERT NUMBER***]**). This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses.

b. Periodic payments shall be made within 30 days of receipt of an undisputed invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. The District may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. The

District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. The District will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

c. Payment shall not constitute acceptance of any work completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the District for any reason whatsoever.

3. Additional Work.

If changes in the work seem merited by Consultant or District, and informal consultations with the other Party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by the Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Term of Agreement.

a. The term of this Agreement shall be from [***INSERT DATE***] to [***INSERT DATE***], unless earlier terminated as provided herein. [***INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The District shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional one-year terms.***] Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement, if necessary, to complete the services.

b. Consultant shall complete the services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

c. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed.

5. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Consultant's Books and Records.

a. Consultant shall keep and shall preserve for four years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to the District under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four-year period, Consultant shall give the District and its agents, during normal business hours, access to such Books and Records. The District and its agents shall have the right to make copies of any of the said Books and Records.

b. Where the District has reason to believe that any of the Books and Records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, the District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to the District and its representatives.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

8. Permits, Licenses, Fees and Other Charges.

Consultant shall, in accordance with applicable laws and ordinances, obtain at its expense all permits and licenses necessary to accomplish the services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

9. Qualifications.

Consultant represents and warrants to the District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the services in a competent and professional manner.

10. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

11. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

12. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

13. Insurance.

Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability

- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer’s Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least 10 days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one-year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District and, shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking

such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements.

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

14. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the District, its officials, officers, employees, agents or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

15. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations Title 8, Section 16000, et seq. ("Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and

1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable.

c. The Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

16. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

18. Termination

a. The District may terminate the Agreement, in whole or in part, with or without cause, upon 10 days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event the District renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. The District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's services.

Consultant acknowledges the District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might arise from the District's termination of this Agreement. Consultant shall deliver to

the District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon 30 calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Documents.

All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of the District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of the District in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to the District all such original Work Product in Consultant's possession or control.

20. Confidential Information.

All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than the District without the prior written consent of the District, except as otherwise required by law. Consultant shall promptly notify the District should Consultant or its representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

21. Organization.

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

22. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

23. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201
Attn: General Manager

CONSULTANT:
[***INSERT NAME, ADDRESS &
CONTACT PERSON***]

and shall be effective upon receipt thereof.

24. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

25. Cooperation.

Consultant shall cooperate in the performance of work with the District and all other agents.

26. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

27. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which is not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

28. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

29. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.

30. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

31. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

32. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

33. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

34. Counterparts.

This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

35. Authority to Execute.

Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

36. Survival.

All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VALLEY SANITARY DISTRICT
AND [***CONSULTANT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VALLEY SANITARY DISTRICT

[*CONSULTANT NAME***]**

By: _____

By: _____

Its: _____

Its: _____

Name: _____

Name: _____