

**CITY OF PALM DESERT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this **16th day of November, 2023**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California ("City") and **INTERWEST CONSULTING GROUP, INC**, a **CORPORATION**, with its principal place of business at **1500 S Haven Ave, Suite 220 Ontario, CA 91761** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Project.**

The City is a public agency of the State of California and is in need of professional services for the following project:

**Professional Planning Services for Updating the University Neighborhood Specific Plan (UNSP), Project 2023-RFP-203**

(Hereinafter Referred to as "The Project").

**2.2 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **NOVEMBER 16, 2023, to DECEMBER 31, 2024**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of

Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **RICHARD SMEATON, AICP, PRINCIPAL-IN-CHARGE** and **NICK PERGAKES, AICP, PROJECT MANAGER.**

3.2.5 City's Representative. The City hereby designates **RICHARD CANNONE, DEVELOPMENT SERVICES DIRECTOR**, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **RICHARD SMEATON, AICP, PRINCIPAL-IN-CHARGE** and **NICK PERGAKES, AICP, PROJECT MANAGER**, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the

standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations

shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies 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. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manger may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the



effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. Reserved.

(G) Cyber Liability Insurance. Reserved.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the Agreement.

### 3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives 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 the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed

to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality,

drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies of this Section.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$264,880)** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 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 "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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. 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. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless

from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant 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 City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance

of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Interwest Consulting Group, Inc,  
1500 S Haven Ave, Suite 220  
Ontario, CA 91761  
ATTN: Richard Smeaton, AICP, Principal-In-Charge

City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260  
ATTN: Richard D. Cannone, AICP, Development Services  
Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives 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. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one



another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives 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 acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants 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, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 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.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, 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. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in

this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 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. Further, 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, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 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.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PALM DESERT  
AND INTERWEST CONSULTING GROUP, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF PALM DESERT**

**INTERWEST CONSULTING GROUP, INC.**

By: \_\_\_\_\_  
L. TODD HILEMAN  
CITY MANAGER

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
ANTHONY J. MEJIA  
City Clerk

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

QC: \_\_\_\_\_

Insurance: \_\_\_\_\_

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

## **EXHIBIT "A" SCOPE OF SERVICES**

### **Project Objectives**

This planning effort will focus on evaluating existing and potential land uses; analyzing circulation and infrastructure conditions; and developing land use regulations, implementation strategies and objective design guidelines to encourage appropriately scaled development within the project area. The primary objectives to be achieved through the UNSP update are:

- Consistency with General Plan Land Use and Circulation Element or consider making the Specific Plan the effective land use document over the project area.
- Engage and inform the public and existing Plan area residents about transit-oriented design concepts, potential updated development standards and the UNSP update process generally through a comprehensive community involvement strategy. This strategy shall gather significant resident input from a variety of Palm Desert residents and incorporate this input into the UNSP Update policies and design guidelines.
- Revise the land use plan and policy framework to transition from significant commercial use requirements to increased housing density and development, while also allowing other neighborhood supportive uses such as retail and office mixed-use throughout the Plan area.
- Improvement of motorized, non-motorized, and transit connectivity between the Plan Area, and existing and future commercial and residential areas (and circulation infrastructure) in and adjacent to Palm Desert city boundaries (as feasible).
- Development and implementation of objective urban design standards which promote walkable and livable environments, compatible with the surrounding and existing development within the Plan area.
- Develop subdivision standards that promote walkable environments and incorporate policies of the General Plan.
- Prepare any necessary addenda or supplements to complete the CEQA impact analysis, building on the adopted Environmental Impact Report, as appropriate.

### **GENERAL**

The consultant shall prepare amendments to the UNSP in accordance with Government Code Section 65450 et. seq. The proposal should address all studies, activities, and disciplines necessary to complete the amendment. Consultant responsibilities are those listed below which are not exhaustive. The City encourages innovation in concept, design and implementation. It is not intended that the plan include construction level engineering and design; however, the work must be of adequate detail to evaluate needs, capacity, and cost.

- Assemble and review existing information and data.
- Develop new information and data to support the update.
- Present background information and data, either within the plan document, or as a separate compendium. The consultant's recommendation on the most effective approach is requested. All information should be made available in electronic format suitable for display on the City's web site.
- Prepare all text, illustrations and maps contained in the Amendment. Provide administrative draft(s) for internal City review, a screen check draft, a public review draft, and final documents reflecting all modifications directed by the City. Provide documents in sufficient quantity for review by City officials, property owners and for public

circulation, and provide all materials in an electronic format suitable for publication on the City's website.

### **TASK 1: PROJECT KICK-OFF**

The consultant(s) and City staff will meet to review and finalize the work scope and project schedule. The meeting will include a discussion of project goals, opportunities and constraints, provision of relevant background information and documents for the existing conditions analysis, arrangement of informational meetings with relevant city staff members, development of the community engagement strategy, and project management.

Deliverables:

1.1: Project kick-off meeting with City staff

1.2: Memorandum summarizing the meeting (Word and PDF format)

### **TASK 2: COMMUNITY ENGAGEMENT STRATEGY AND OUTREACH**

The City is seeking to engage community participation in the UNSP update process. City staff and the consultant(s) will develop a community engagement strategy that will focus on outreach to, and inclusion of key stakeholders including residents, business owners, and property owners. The strategy must include various forms of engagement to increase levels of community participation.

One open house/community workshop must be held as part of this Task. The purpose of the meetings is to understand the community's vision, with a focus on new residential communities in the UNSP area, recognize attitudes surrounding what land uses and development intensity should be included in the plan, and to solicit input on opportunities, constraints, and potential changes for the area.

The consultant will be responsible for utilizing tools and developing a process to understand community preferences within the project area. Use of photo simulations and development prototypes to help identify preferences should be employed, as well as community asset mapping, allowing the community to identify concepts for improving/transforming the area. The community input will assist in guiding the development of the two land use alternatives. The consultant will lead these meetings, present plan area existing conditions and opportunities, and receive feedback from community members regarding information presented.

Webpage

The consultant will develop content and provide background and meeting information, reports and maps related to the project for a project specific webpage. The project webpage will be part of the City's website (rather than a separate, outside website linked to the City's). City staff will post information and keep the site current, with updated content provided by consulting staff.

Deliverables:

2.1: Community Engagement Strategy, includes components as described above

2.2: Visualization tools, including renderings and visual simulations (physical and electronic format)

2.3: Project webpage content and materials

2.4: Community Meeting (including agenda, attendance, meeting materials)

2.5: Summary of Community Meeting

2.6: Potential supplementary meetings with City Staff and relevant stakeholders

### **TASK 3: OPPORTUNITY SITE ANALYSIS AND ALTERNATIVE LAND USE ANALYSIS**

Following the initial meetings and outreach, the consultant shall develop the land use alternatives. The scenarios should be developed to support bus transit as well as to facilitate pedestrian and bicycle access. Alternatives should promote development of healthy, walkable neighborhoods and enhance opportunities for residents to easily access services and facilities throughout the Plan area and beyond. Changes to development standards or incorporation of form-based code may be considered. The alternatives should consider information prepared through the planning process and from the community outreach.

Commercial, office, residential, open space, and mixed-use land uses should be thoughtfully and strategically placed to maximize community connectivity and create a level of synergy between adjacent single-family residential neighborhoods. The alternatives should consider information generated through previous analysis, community outreach, and TAC feedback.

Each alternative must address:

- A mix of housing units that aligns with the City's RHNA and Housing Element.
- Distribution and evaluation of proposed new uses, including affordable residential units by type and non-residential square footage by type and a planned regional park.
- Roadway design alternatives to support the proposed uses and circulation, including sidewalk width, public amenities/furniture, on-street parking and curb management, including placemaking concepts.
- A transportation analysis shall be prepared for each alternative comparing how each addresses connectivity to services, schools, jobs, and transit.
- The chosen alternative will include an intersection Level of Service (LOS) and Vehicle Miles Travelled (VMT) analysis for Palm Desert General Plan consistency purposes and impact analysis under CEQA.
- A report and maps describing and analyzing the alternatives will be prepared to quantify development potential in terms of housing units, non-residential floor area, population, and employment. Projected population and jobs for each alternative shall be included.

#### Presentation of Land Use and Circulation Alternatives:

The consultant will present the alternatives to the staff for review, feedback, and possible refinement prior to presentation at a public meeting. At that meeting, the consultant shall utilize interactive techniques to understand participants' preferences. This may result in a clear preference for one alternative or in a hybrid concept which combines components of each.

Based upon input received, the consultant shall develop a preferred land use and circulation alternative which will serve as the basis for the Specific Plan Update. This Plan will be presented to staff, and refinements will be made to the preferred alternative prior to its presentation to the Planning Commission and/or City Council. Input received at this meeting will

be used to refine the alternative and develop the preferred alternative.

Deliverables:

3.1: Display graphics illustrating the alternative land use and circulation plans with additional sketches, visual simulations, elevations, and street sections needed to convey each alternative

3.2: Land Use and Circulation Alternatives Report

3.3: Quantified development potential and traffic analysis for preferred alternative (meeting CEQA requirements)

3.4: Community Meeting notice/agenda

3.5: Community Meeting, including attendance and facilitation, and all necessary meeting materials

3.6: Community Meeting summary

#### **TASK 4: PREFERRED LAND USE ALTERNATIVE**

Based on input received at community/committee meetings, as well as input received from other methods of community outreach, the consultant(s), in consultation with City staff, will develop a preferred land use alternative which will serve as a basis for the draft Specific Plan update. The preferred alternative will be presented to staff for review and feedback. The community will also be asked to respond to the preferred plan. Input received will be used to refine the alternative and develop the draft Specific Plan update.

Deliverables:

4.1: Preferred land use plan visuals, including sketches and elevations

4.2: Preferred land use plan report, including quantified development potentials

4.3: Planning Commission and Architectural Review Commission Joint Public Workshop, including attendance and facilitation, and all necessary meeting materials

4.4: Meeting 3 summary

#### **TASK 5: INFRASTRUCTURE DEVELOPMENT AND SERVICE PLAN**

Working with the staff, the consultant shall prepare a conceptual Infrastructure Development and Services Plan to determine infrastructure needed to support land uses and improvements identified in the preferred alternative, adequate to meet the needs of CEQA. The analysis shall describe infrastructure conditions and improvements needed to support the plan in terms of water, wastewater, storm drainage (including low impact development), electricity, gas, cable, telephone service, internet/fiber, transportation, greenways, and parks. Distinction shall be made between improvements needed for existing versus future development so future costs can be appropriately attributed. In addition, increased demand for public services such as transit, schools, police, and fire required to serve the Plan area should be identified. The Plan shall:

- Analyze and summarize existing and needed service capacities.
- Assess the services envisioned in the UNSP area and those that would be needed with the preferred alternative.
- Provide descriptions of needed public improvements, including street improvements to City standard, upsizing of water and wastewater mains and storm drains, undergrounding utilities, and development costs.
- Provide descriptions of needed improvements associated with private utilities, such as natural gas, electric, phone, cable, and internet connectivity.
- Provide descriptions of any changes required to public services and facilities.
- Provide general cost estimates and phasing recommendations for needed improvements and service systems within the UNSP area.

Deliverables:

5.1: Infrastructure Development and Services Report

### **TASK 6: DRAFT UNIVERSITY NEIGHBORHOOD SPECIFIC PLAN UPDATE**

The consultant shall prepare a draft updated Specific Plan in compliance with state law. The updated Specific Plan will serve as the City's long range, comprehensive land use, circulation, and implementation plan for guiding development within the Plan boundary. The Specific Plan shall contain the following components:

- **Planning Process.** Description of the process to develop the Plan and the role the public played in creating the Plan.
- **Land Use/Housing.** Description of land use designations, including number of units, potential square footage of mixed use and or neighborhood serving retail development, and employment generating land uses. Population and job projections shall be included. Changes to development standards or implementation of form-based code must be considered.
- **Transportation.** Description of circulation for motor vehicles, transit, bicycles, and pedestrians. New streets, paired one-way streets, paths, and connections shall be included. Policies regarding complete streets and the circulation element of the General Plan shall also be included.
- **Public Services.** Includes information about services and infrastructure needed to implement the updated Plan. This should include specific policies regarding utilities, public safety, parks.
- **Access and Connectivity Plan.** Addresses access to and through the Plan area with specific focus on connecting housing, commercial, and retail with the Plan area to existing neighborhoods by all transportation modes including walking, bicycling, driving, and transit.
- **Implementation and Financing Plan.** Identifies actions and strategies for Plan implementation, including a rough budget estimate. Include infrastructure improvements needed for Plan implementation.

An administrative draft Specific Plan shall be prepared for review by City staff. Comments received shall be incorporated into the public review draft Specific Plan. The draft Specific Plan Update shall then be presented to the Planning Commission at a public workshop then to City Council at a Study Session to present the final draft and accept any remaining comments and requested changes.



Deliverables:

6.1: Administrative Draft Specific Plan

6.2: Public Review Draft Specific Plan

6.3: Planning Commission Workshop, including attendance and facilitation, and all necessary meeting materials

6.4: Workshop Summary

6.5: City Council Study Session, including attendance and facilitation, and all necessary meeting materials

6.6: City Council Study Session summary

**TASK 7: GENERAL PLAN AND ZONING AMENDMENTS**

Consultant(s) and City staff will evaluate properties within the project boundaries to determine which sites would need General Plan land use amendments and UNSP rezoning based on the preferred alternative developed in Task 5.

Deliverables:

7.1: List of properties, and associated maps, requiring General Plan land use designation amendments, and to what designation they will be amended (maps must be compatible with ESRI Geographic Information Systems)

7.2: List of General Plan text amendments

7.3: List of properties, and associated maps, requiring UNSP rezoning, and to what designation they will be amended (maps must be compatible with ESRI Geographic Information Systems)

7.4: List of Zoning Code text amendments

**TASK 8: ENVIRONMENTAL ANALYSIS**

The project consultant must prepare an Initial Study which will analyze the broad-scale environmental impacts of the updated Specific Plan. Additionally, Consultant(s) will be responsible for the preparation of a Negative Declaration, Mitigated Declaration, or Environmental Impact Report (EIR) Or Addendum as determined by the Initial Study. Additional deliverables associated with this Task are dependent on the findings from the Initial Study and should be included as an optional item in proposal.

Consultant must review the adopted and certified UNSP Environmental Impact Report (EIR) and determine the appropriate process for conducting the UNSP update, in a manner consistent with the provisions of the California Environmental Quality Act (CEQA). The consultant shall also prepare responses to comments received during the public review period, a mitigation monitoring and reporting program, and statement of overriding considerations, as necessary. At a minimum, the environmental analysis shall evaluate all necessary environmental factors and shall considered the following areas:

- Land Use Consistency and Compatibility. The analysis will describe existing land use and development patterns and evaluate the proposed project's consistency with adopted City plans and policies.
- Population, Housing and Employment. The environmental analysis will analyze projected population, housing and employment impacts of the draft Specific Plan update.
- Transportation and Circulation. The environmental analysis will define and establish both the Transit Priority Area(s) within the Plan area and Vehicle Miles Traveled (VMT) standards as recommended by the Governor's Office of Planning and Research for residential, office and retail development and in accordance with City adopted guidelines. The analysis will further analyze VMT per capita associated with the proposed land uses within the Plan area. The analysis shall also evaluate the Level of Service (LOS) impacts of the amendment.
- Air Quality. The environmental analysis will address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis will address both operational, including vehicular emissions (long term), and construction level (short term) impacts on local and regional air quality.
- Energy/Climate Change. Changes in energy consumption anticipated through implementation of the draft Specific Plan update shall be analyzed. Greenhouse gas emissions anticipated from the project shall be included. The environmental analysis shall analyze how development anticipated by the Specific Plan will be affected by climate change and how implementation of the Plan will affect climate change. While analysis of this topic is evolving, this environmental analysis should include the most current thinking and practice regarding impacts of greenhouse gas emissions.
- Water Usage. Evaluate if a water supply verification/water supply assessment is required based on any potential increases in total dwelling units or employment.
- Cultural Resources. Evaluate cultural and tribal resources within the specific plan area and coordinate required tribal consultation pursuant to SB 18, and/or AB 52.

In addition, the environmental analysis shall include discussion of growth inducing and cumulative impacts, and significant, unavoidable impacts, if any and as needed.

If required, pursuant to CEQA, the consultant will facilitate a scoping meeting and a public hearing on the environmental analysis at the Planning Commission. The consultant shall prepare responses to comments received during the public review period and at the public hearing on the environmental analysis. The consultant shall coordinate the printing of all final environmental documents.

Deliverables:

8.1: Initial Study and any appendices (Word & PDF)

8.2: Notice of Preparation/Scoping Meeting (Word & PDF format)

8.3: Public scoping meeting for environmental analysis preparation

8.4: Administrative draft environmental analysis, (Word and PDF format)

8.5: Draft environmental analysis, (Word and PDF format)

8.6: Final environmental analysis, including draft environmental analysis and response to comments (Word & PDF format)

**TASK 9: PRESENTATION AND ADOPTION OF DRAFT UNSP AND ENVIRONMENTAL ANALYSIS**

The consultant, in collaboration with City staff, will prepare the Planning Commission and City Council packet materials, including the staff report, PowerPoint presentation, resolutions and ordinances, and present the draft Specific Plan update, and any necessary environmental analysis, at public hearings before the Commission and Council. The consultant shall make any final revisions to the Specific Plan and environmental analysis based on changes adopted by the City Council.

Deliverables:

9.1: Planning Commission staff report and PowerPoint presentation

9.2: Presentation of draft UNSP update at Planning Commission public hearing

9.3: City Council staff report and PowerPoint presentation

9.4: Presentation of draft UNSP update at up to two (2) City Council public hearings

9.5: Adopted Specific Plan, electronic copy in Word and PDF format (graphics/maps shall be prepared in a graphics file in a format that is editable by the City).

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

The term of this Agreement shall be from **NOVEMBER 16, 2023**, to **DECEMBER 31, 2024**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**SEE ATTACHED PROPOSAL**



A SAFEbuilt COMPANY



# CITY OF PALM DESERT

Proposal For University  
Neighborhood Specific Plan Update |  
2023-RFP-203

*August 17, 2023 | 2:00pm | Electronic*



**MAIN CONTACT:**  
SHELBY SIERACKI  
SENIOR ACCOUNT MANAGER  
626.224.2055  
[SSIERACKI@INTERWESTGRP.COM](mailto:ssieracki@interwestgrp.com)





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## A. Cover Letter

August 17, 2023

City of Palm Desert  
73-510 Fred Waring Drive, Palm Desert, CA 92260



A SAFEbuilt COMPANY

**Re: 2023-RFP-203 Proposal for University Neighborhood Specific Plan**

1500 S. Haven Ave, Suite 220  
Ontario, CA 91761  
P (909) 295-3142

Dear Selection Committee,

Interwest Consulting Group appreciates the opportunity to submit this proposal to the City of Palm Desert, to provide urban design and planning services. Our multi-disciplinary team believes we are uniquely qualified to assist the City in updating its University Neighborhood Specific Plan to help transform the area into a livable and walkable neighborhood district. We offer the combination of knowledge, experience, and expertise that will ensure the future development of the University Neighborhood is a success.

We incorporate best practices and innovative tools from all approaches to preparing specific plans, including form-based zoning and transit-oriented development (TOD) /design principles. As presented throughout this proposal, we have prepared specific plans and master plans for a variety of cities in California and nationally, including communities similar to Palm Desert. Our proposal includes:

- **Cutting-Edge TOD and Place-making Expertise.** Combined with our extensive experience working with specific plans is our expertise on TOD and placemaking. Nick Pergakes, AICP, Project Manager, has prepared or managed over two dozen specific plans, downtown master plans, and design guidelines/objective design standards throughout California and nationally. He brings to this project an in-depth knowledge of mixed-use community planning, TOD planning, and zoning/form-based codes. Palm Desert will benefit from the use of the latest thinking in the world of TOD and place-making.
- **Real-World Planning Expertise.** Our qualifications statement highlights the 50+ years of both advanced planning and current planning experience that our key team members bring to this project. What this means for you is that we know what makes a successful Specific Plan and how to implement it.
- **Planning Leadership and Innovation.** The Interwest team is recognized throughout California as industry leaders and champions for local governments and effective planning. Our project leaders Nick Pergakes (Project Manager) and Richard Smeaton (Project Director) bring decades of experience serving and managing projects for local municipalities. Our specific plan approach strongly emphasizes collaboration and implementation of a strategic vision and character of a community, not just the regulatory direction of a typical zoning document.

The Interwest Team is very excited about this opportunity, and we look forward to sharing our ideas with you further. Please note that both the scope and budget are flexible and can be adjusted to meet your specific requirements and goals. This proposal remains valid for a period of 90 days.

Contact information for our team is as follows:

Shelby Sieracki  
Senior Account Manager  
626.224.2055 | [ssieracki@interwestgrp.com](mailto:ssieracki@interwestgrp.com)

Nick Pergakes, AICP  
Project Manager  
626.676.9533 | [npergakes@interwestgrp.com](mailto:npergakes@interwestgrp.com)

Signing Authority: As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, I can be contacted at 619.372.9962 or via email at [pmeschino@interwestgrp.com](mailto:pmeschino@interwestgrp.com); 1500 S. Haven Ave, Suite 200, Ontario CA 91761. We appreciate the opportunity to present our proposal to the City of Palm Desert and look forward to serving your community.

Sincerely,

A handwritten signature in blue ink that reads 'Paul Meschino'.

Paul Meschino  
President



Experience and Technical  
Competence

**B**

---





## INTERWEST COMPANY DATA

**YEAR FOUNDED**  
2002

**TYPE OF ENTITY:**  
Corporation

### PROJECT OFFICE FOR THIS CONTRACT:

1500 S. Haven Ave, Suite 220  
Ontario, CA 91761

**NUMBER OF OFFICES:**  
10

**YEARS OF EXPERIENCE  
PROVIDING MUNICIPAL SERVICES:**  
21 years

### FULL SERVICE OFFERING:

- Planning & Urban Design
- Building Safety
- Capital Projects
- City Engineering
- Construction Management
- Development Services
- Land Development Design
- Right of Way & Real Estate
- Traffic Engineering
- Transportation Planning
- Transportation Programming

## B. Experience and Technical Competence

### 1. Background

Interwest Consulting Group (Interwest) is a multi-disciplinary firm that provides a range of services to municipalities across California, including Planning, Engineering and Public Works, Building and Safety, Transportation Planning, and Real Property. Our total client list exceeds 300 public agencies in California, and our team of more than 450 professionals has provided services to municipalities for two decades.

Our Planning Division brings a deep knowledge of planning practices and current regulations as we apply our knowledge in order to reach successful outcomes. Our team brings strong qualifications in entitlement reviews, zoning and development regulations, long-range planning, and urban design that will support agency planning programs.

Interwest is recognized throughout California as an industry leader and champion for innovative and effective planning. Our specific plans and design guidelines are highly customized, and we work closely with each client to identify the approach that will most effectively achieve the city's and community's objectives. We incorporate best practices and innovative tools in Zoning Code Updates, including form-based design and coding.

As presented throughout this proposal, we have prepared Specific Plans, Zoning Code Updates, and other long-range planning projects for a variety of cities in California, including communities similar to Palm Desert. We have experience providing solutions or alternative approaches to design regarding the siting of new buildings, design of open space, or parking facilities. Our experience as planners includes both decades of work in Planning departments—using and implementing Zoning Codes on a daily basis—and as planners writing updated Codes for counties and cities in California and other states.

Simply put, we know the types of questions that arise when implementing a Zoning Code, the types of regulations that work or cause problems, and the features that make a Zoning Code easy to use for both City staff and the public. Our decades



of experience will allow our team to effectively assess your Zoning Code and develop an effective program for the creation of Objective Design Standards.

The proposed Interwest team has extensive experience in developing zoning code updates and mixed-use zoning regulations for municipalities with similar attributes to those of the City. The project will be overseen by our team of planners with expertise in land use planning, urban design, municipal planning, and code implementation.

## Qualified Staff

**Richard Smeaton, AICP**, with over 25 years of experience in planning and community development, will serve as the Project Director with project oversight and quality control. **Nick Pergakes, AICP**, will serve as the Project Manager and will be the primary contact for the project. With more than 20 years of planning and urban design experience, Nick has managed and prepared specific plans, zoning code updates, and urban design plans in California and nationally. Since 2015, Nick has either prepared or is in the process of preparing several specific plans including the San Dimas Downtown Specific Plan, City of Hope Campus Specific Plan in Duarte, CA, and the Connect Southwest LA Specific Plan in Los Angeles County. He has also managed zoning code updates and prepared objective design standards for the following agencies: Corning, Rancho Cordova, Covina, Irwindale, San Dimas, San Benito County, and Mendocino County.

## Firm's Unique Qualifications to Best Perform These Services

We pride our success on effective communication. We are committed to a "no surprises" approach built upon presenting ideas, asking questions, and identifying and addressing issues early in the process. We will propose options, seek direction, and implement solutions in close coordination with the City of Palm Desert. We welcome this opportunity to help maintain the quality of life and unique character that makes the City a desirable community and we believe our planning team will provide superior resources for meeting your immediate needs and long-term goals. Our team offers the following advantages to the City of Palm Desert:

- **Specific Plan Expertise.** Our team has worked on over two dozen specific plan and zoning code updates for cities and counties in California and nationally.
- **Broad Multi-disciplinary Skills.** The Interwest team is multi-disciplinary and brings a broad range of practice areas, including zoning, comprehensive planning, transportation planning, urban design, and public facilitation. Our range of skills and experience enable us to prepare effective development regulations that work in the real world.
- **Current Housing Law.** Interwest staff have worked diligently to stay current on California's housing laws. As any planner in California knows, housing is one of the most pressing issues in our state, and lawmakers have been very active creating in housing legislation for the past three years. Our team is here to help navigate the complex and occasionally poorly defined collection of recently enacted housing legislation in a manner that reflects local interests and values while complying with state law.
- **Advance Planning Meets Development.** Interwest's staff have long served as extensions to municipal planning and community development departments. We have processed projects, implemented planning documents and helped to design communities. This hands-on experience leads to practical solutions.
- **Unique Clients, Unique Solutions.** Interwest is recognized throughout California as an industry leader and champion for innovative and effective planning and design. We know each community is unique and our team will prepare Zoning Code and Specific Plan amendments that will meet the City's needs as well as consider economic and market realities.

## Awards and Accomplishments

While Interwest believes that the quality of our work, the experience of our staff, and the breadth and depth of our understanding differentiate us from other firms, the level of recognition we received across the municipal services sector is a true indicator. Awards from various renowned organizations in California have been bestowed on Interwest as a firm, a specific project we have led, and many staff members.

In addition to Excellence and Achievement in Planning, in 2023, we received the Best Practices Award of Excellence from the APA California Central Section Awards Program for our Planning Services work for Stanislaus County. We present some additional highlighted awards and recognitions below.

### LEADERSHIP AND SERVICE—EMERGING PLANNING AND DESIGN FIRM, AWARD OF EXCELLENCE, 2023

#### APA CALIFORNIA CENTRAL SECTION AND APA CALIFORNIA INLAND EMPIRE SECTION

Interwest received the 'Emerging Planning and Design Firm Award of Excellence' from the APA Inland Empire Section 2023 Leadership and Service. This award reaffirms our position as an emerging urban planning and design leader and is a testament to our mission of delivering exemplary services to our communities.

### URBAN DESIGN, AWARD OF MERIT, 2023

#### COUNTY OF SAN BENITO ZONING CODE UPDATE | AMERICAN PLANNING ASSOCIATION, NORCAL

The APA Northern California Section Urban Design acknowledged our group with the 'Award of Merit.' This was for our work on the San Benito County Zoning Code Update, ADU Design Handbook and Construction Drawing Templates project — a testament to our team's commitment to strategic urban design and innovative zoning solutions.

### EXCELLENCE AND ACHIEVEMENT IN PLANNING BEST PRACTICES, AWARD OF EXCELLENCE, 2023

#### STANISLAUS COUNTY, URBAN POCKETS PROJECT | APA CALIFORNIA CENTRAL SECTION

Adding to the list, the APA Central Section 2023 also honored us with the 'Best Practices Award of Excellence.' This was for our outstanding work on the Stanislaus County Urban Pockets Project. This award reflects our unwavering dedication to adopting best practices and enhancing the Stanislaus County community's quality of life and environment.

### BEST PARK AWARD, 2022

#### ENCHANTED HILLS PARK, CITY OF PERRIS | APWA, SOUTHERN CALIFORNIA CHAPTER

The Interwest Team has been working with the City of Perris, California on a new community park utilizing a \$8.5M grant from California's Prop 68. The city broke ground on the Enchanted Hills Park in 2021 and celebrated its grand opening in August of 2022. The park was selected as the APWA, Southern California Chapter's Best Park Award this year.



*"Interwest consulting group is a great partner to the city of perris. They were instrumental in the vision, financing and now construction of the 22-acre enchanted hills park. Their passion, professionalism and commitment were instrumental in Bringing the project to fruition."*  
Richard Belmudez, City Banager to the City of Perris



## 2. References

Interwest has extensive experience preparing specific plans, objective design standards, and zoning code updates. Below is a sample of client references and relevant project experience from the past seven years.

### City of Palm Desert // North Palm Desert Park and Lupine Plaza, City of Palm Desert

**CLIENT CONTACT: SHAWN MUIR, COMMUNITY SERVICES MANAGER. PHONE: 760-346-0611  
EMAIL: SMUIR@PALMDESERT.GOV**

Interwest is familiar with the City of Palm Desert, as we are currently providing engineering and design services for Lupine Plaza, currently in the Public Engagement Phase; North Palm Desert Park, currently in the Conceptual Design heading into Schematic Phase; and recently provided On-Call Traffic/Transportation Engineering and Building Safety Plan Check and Inspection Services.

*Key Personnel: Gianni Feoli, Nicole Jules, and Joe Indrawan*

### DOWNTOWN SPECIFIC PLAN // CITY OF SAN DIMAS, CA

**CLIENT CONTACT: LUIS TORRICO, PLANNING MANAGER, 909.394.6208, LTORRICO@SANDIMASCA.GOV**

Interwest and Arcadis are assisting the City of San Dimas with the preparation of its first Downtown Specific Plan. The new Specific Plan will help establish a planning and zoning framework for encouraging innovative, transit-oriented development in the downtown area while preserving the historic character of the district. During the planning process, new housing, retail, employment, and hospitality uses in the downtown area will be proposed in conjunction with a new Metro light rail line and transit station opening in 2025. Several opportunity sites within walking distance of the transit station will allow significant potential for infill development and adaptive reuse of existing underutilized properties in the downtown. Creating a strong community identity and sense of place, with design guidelines for buildings and the public realm, will also be a key outcome of the process. *Key Personnel: Nick Pergakes, AICP; Jennifer Williams; Lexie Abrahamian*



### CITY OF HOPE CANCER RESEARCH CENTER // CITY OF DUARTE, CA

**Client Contact: Jason Golding, Planning Manager,  
626.357.7931 x 231, goldingj@accessduarte.com**

The City of Hope Cancer Research Center is a medical campus that was established in 1913 and is today regarded as a global pioneer for cancer research. The City of Hope Specific Plan provides a comprehensive framework for the long-term growth and development of the 115-acre campus. The specific plan, adopted in Fall 2018, will provide the City of Hope the ability to implement its long-term vision while meeting the community-wide goals of the cities of Duarte and Irwindale. Several new buildings, including medical, office, research, hotel, and parking structures, will be built and phased in over the next 20 years with streetscape improvements, open space, and sustainable design. Adopted in October 2018. *Key Personnel: Nick Pergakes, AICP*



## MULTI-FAMILY ZONING CODE UPDATE // CITY OF COVINA, CA

**CLIENT CONTACT:** Brian Lee, AICP, 626.384.5450, [blee@covina.gov](mailto:blee@covina.gov)



Interwest assisted the City of Covina with an update of the City's multi-family zoning district to meet many recent state housing legislation changes. The project, funded by SB 2, included updating the RD zoning district to make it easier to use, and provide more guidance on producing Missing Middle housing types, such as bungalow courts and mansion apartments. The project also helped remove impediments to housing production and make it easier for developers to make it through the City's approval process. Interwest also prepared Objective Design Standards for developers to use for a ministerial review process under SB 35. This includes Objective Design Standards for neighborhood compatibility, massing, articulation, materials, site design, open space, and accessory site elements. The new Objective Design Standards include both written and illustrative standards to be incorporated into the updated zoning code and design guidelines. **Key Personnel:** Paul Junker; Nick Pergakes, AICP; Nancy Fong, AICP

## ZONING CODE, SUBDIVISION REGULATIONS AND DESIGN GUIDELINES UPDATE // CITY OF IRWINDALE, CA

**CLIENT CONTACT:** Marilyn Simpson, AICP, City Planner, 626.430.2209, [msimpson@irwindaleCA.gov](mailto:msimpson@irwindaleCA.gov)

The City of Irwindale adopted its first Zoning Code in 1966 and has only been amended incrementally over the past 50 years. Previously, the City had relied on the County's zoning that existed prior to incorporation. Numerous amendments happened over time, which have led to inconsistencies and complicated the Code's organization. The Code is being updated to not only incorporate current best practices, industry standards, and legal mandates, but also to comply with the City's General Plan and be internally consistent and user-friendly. Interwest is also assisting the City with preparing Objective Design Standards, as well as updating its subdivision regulations, ADU ordinance, and commercial and industrial design guidelines. Interwest is updating the City's design guidelines to implement Irwindale's design objectives for commercial and industrial development. The guidelines will convey to the reader Irwindale's expectations for high-quality development that helps realize the vision for the City of Irwindale and strengthens the character of the community. The new design guidelines will also address the public realm, including streetscapes and amenities to contribute to enhancing the character and identity of the City, including signage, lighting, landscaping, parking, streetscapes, and open space/public areas. **Key Personnel:** Nick Pergakes, AICP; Rick Smeaton, AICP; Liz Golden, AICP



## ZONING CODE UPDATE AND DESIGN STANDARDS // CITY OF RANCHO CORDOVA, CA

**CLIENT CONTACT:** Darcy Goulart, Planning Manager, 916.851.8784, [dgoulart@cityofranhocordova.org](mailto:dgoulart@cityofranhocordova.org)

The City of Rancho Cordova retained Interwest to update its Zoning Code and development standards in its Folsom Boulevard Specific Plan. These updates will establish consistency with current state law requirements, facilitate housing development and create objective development standards for housing and mixed-use projects. Bisected by an RT Light Rail corridor and Folsom Boulevard, the core of Rancho Cordova is well situated to accommodate higher-density residential



and mixed-use projects. This planning effort will provide a clear template for such development (Objective Design and Development Standards) and will explore changes to regulations such as development intensity and parking requirements to facilitate high-quality, higher-density development. The Folsom Boulevard Specific Plan provides land use regulation for much of the core of Rancho Cordova and Interwest will amend provisions of the Specific Plan as needed to ensure compatibility with the new Zoning Code regulations. As a parallel effort, the City is developing prototypes for higher-density residential and mixed-use development. Interwest is supporting this effort by ensuring draft regulations and development prototypes are consistent. We are also assisting the City in exploring policy options for amending its General Plan and development fee structure to facilitate higher-density residential and mixed-use development. The GP and fee amendments will be conducted in a future phase of work. **Key Personnel: Paul Junker; Nick Pergakes, AICP**



### ZONING CODE UPDATE // COUNTY OF SAN BENITO, CA

**CLIENT CONTACT: Arielle Goodspeed, Principal Planner**

**831.902.2547, agoodspeed@cosb.com**

Interwest and Arcadis worked with County staff to prepare a comprehensive update to the San Benito County Zoning Code. The Zoning Code was last updated in 1984, and prior to that date had last been substantially revised in 1966. As a result, the Code today is outdated and poorly organized, with topics and issues scattered in a way that makes it very difficult to use and interpret. In addition to reorganizing and rewriting the Code, Interwest's scope of work includes making revisions to implement the County's 2015 General Plan and to reflect recent changes in state legislation, including housing. The scope of work included updating the County's ADU ordinance, preparing Multi-Family Objective Design Standards, and other topics. Funded by a State of California grant, the Update began in October 2020 and was adopted in June 2022. **Key Personnel: Nick Pergakes, AICP; Eric Norris**



### CONNECT SOUTHWEST LA: A TOD SPECIFIC PLAN // LOS ANGELES, CA

**CLIENT CONTACT: Leon Freeman, 213.974.6404, freeman@planning.lacounty.gov**

Los Angeles County is working on a new neighborhood plan for the area between Los Angeles Southwest College and Metro's Green Line Vermont / Athens Station. Connect Southwest LA seeks to improve access to transit, housing, and jobs, while creating a healthier, safer environment for walking and biking.

The Connect Southwest LA plan is based on significant public outreach and input from residents, county agencies, adjacent cities, and other stakeholders. It contains zoning and land use standards, urban design guidelines, a mobility strategy, an economic development strategy, and a capital improvement plan. \* **Nick Pergakes served as Project Manager for this project while with a previous/past consulting firm in 2019.**



# Firm Staffing and Key Personnel

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## C. Firm Staffing and Key Personnel

### 1. Staffing and 2. Key Personnel

We pride our success in effective communication. We are committed to a “no surprises” approach built upon presenting ideas, asking questions, and identifying and addressing issues early on in the process. We propose options, seek direction, and implement solutions in close coordination with the City. We welcome this opportunity to help maintain the quality of life and unique character that makes the City a desirable community, and we believe our planning team will provide superior resources for meeting your immediate needs and long-term goal.

Led by Principal Planner, Nick Pergakes, the Interwest Planning group stands ready and capable to provide the City of Palm Desert with the expert-level service our clients have come to expect from Interwest and our team members. We possess extensive professional capabilities which allow us to innovate, create, and implement effective solutions with your agency, all while keeping the community’s interests in mind.

Summaries of qualifications and experience for the proposed seven (7) key Interwest staff are provided below and detailed résumés for all proposed staff are included in the Appendix. All proposed staff will be working for the City.

#### Project Manager & Primary Point of Contact



**Nick Pergakes, AICP**  
**PROJECT MANAGER // PRINCIPAL PLANNER**

Nick is an AICP-certified planner with more than 20 years of experience in land use planning, urban design, placemaking, and zoning/form-based codes. He has worked in both the public and private sectors as an urban planner, urban designer, project manager, and team manager. Nick has overseen and prepared award-winning master plans, specific plans, corridor studies, and zoning/form-based codes in cities across California and the Southeastern United States. Recent highlights of his work include writing Objective Design Standards for the cities of Corning, Covina, and Rancho Cordova; and managing the Downtown Specific Plan in San Dimas, CA. As a member of the American Planning Association and Congress for New Urbanism, Nick regularly presents at conferences on placemaking, transit-oriented development, and zoning/form-based codes. His research has been published by ITE and the Washington State Department of Transportation.

#### RECENT PROJECT EXPERIENCE

- *City of San Dimas Downtown Specific Plan | San Dimas, CA / Project Manager*
- *Medium Density Residential Site Planning and Design Concepts | Rio Vista, CA / Project Manager*
- *City of Hope Campus Specific Plan / Duarte, CA / Project Manager*
- *Pasadena General Plan Implementation Program / Pasadena, CA / Project Manager*
- *Connect Southwest LA: A TOD Specific Plan for West Athens-Westmont / Los Angeles County, CA / Project Manager*
- *Palmdale to Burbank Station Area Planning, California High-Speed Rail / Southern California / Project Manager*
- *Zoning Code and Design Guidelines Update / Irwindale, CA / Project Manager*
- *Multi-Family Zoning Code Update and Objective Design Standards / Covina, CA / Principal Planner / Urban Designer*
- *Zoning Code Update and Objective Design Standards / Rancho Cordova, CA / Project Manager*
- *Zoning Code Update and Objective Design Standards / San Benito County, CA / Deputy Project Manager*

## Project



**Richard Smeaton, AICP**  
**PROFESSIONAL IN CHARGE // PRINCIPAL PLANNER**

Richard has been providing professional planning services for more than 25 years. He has worked almost exclusively with public agencies as a staff member, contract planner, or consultant. Richard is a skilled Principal Planner who brings a wealth of experience in all aspects of urban planning and community development. This experience includes preparing and managing the processing of major projects, design review, annexations, cannabis uses, housing elements, and various planning studies. This also includes holding director-level positions in municipal government. His background and experience have afforded him the skills and sensitivity to complete projects on time and on budget.

## Project Support



**Jennifer Williams, AICP**  
**SENIOR PLANNER**

Jennifer has 15 years of experience working with local governments. She provides a range of planning services in support of our clients. Her duties include processing development applications. In this role, she ensures compliance and consistency with the General Plan, Zoning Code, Subdivision Map Act, CEQA, and applicable specific plans and design review requirements, as well as federal and state laws. Jennifer also assists with long-range planning.



**Richard Walker**  
**PRINCIPAL PLANNER**

Richard is an experienced Land Use Planner with a demonstrated history of California land use and environmental project management. Richard will support the Interwest team as a subconsultant and will use his expertise in Environmental Documentation (CEQA/NEPA) and Zoning Code. Additionally, Richard is experienced in Land Use, Environmental Law (CFR/PRC), Site Design, and Legal Research. Richard is a strong community and social services professional with more than 24 years of experience.



**Lexie Abrahamian**  
**ASSISTANT PLANNER**

Lexie has 3 years of relevant experience working in urban planning and related fields. She holds a Bachelor of Arts in Community, Environment & Planning and is working toward a master's degree in Urban Planning. For the last 3 years, Lexie has served in regional planning and planning/policy research roles, where she has developed a passion for equitable community engagement and co-creation, and evidence-based solutions for the planning field's biggest challenges.





**Nicole Jules, PE**  
**PRINCIPAL TRAFFIC ENGINEER**

Nicole has over 25 years of progressive professional experience and a results-oriented track record. She has managed a variety of complex, controversial public works improvement projects in both private and public employment and enjoys being a civil servant. Her 27-year career spans all aspects of civil engineering, including working in a variety of environments. Her well-rounded experience has developed an ability to work successfully with varied clients and communities. Nicole has expertise in understanding how to balance good engineering with practical and feasible solutions. She has provided services that include traffic signal design and construction, roadway and pavement management techniques, traffic impact studies, traffic circulation and parking analyses, construction staging, and temporary traffic control plan design.



**Joseph Mullaney, EIT**  
**TRAFFIC ENGINEER**

Joseph possesses years of experience providing civil engineering services in the public arena, working with various municipalities. He has extensive experience in design, investigation, and coordination of fiber optic systems. He also is familiar with FTTP design regulations. Joseph's experience also includes supporting the preparation of engineering and traffic surveys. He is known for his ability to efficiently multi-task on projects, providing our clients with a broad range of services. Prior to joining Interwest, Joseph held positions with private design and construction firms where he gained experience overseeing multiple and development construction projects.



**Joe Indrawan, PE**  
**PRINCIPAL ENGINEER**

Joe has more than 35 years of civil engineering experience, including 30 years of service with municipal agencies. His diverse experience allows him to bring a clear understanding and considerable depth to any project, contributing to the successful delivery of all projects. Joe possesses excellent communication skills, providing high level customer service in a professional manner at all times. Joe is a strategic thinker and an innovative problem-solver, making him a strong asset to all projects.

Interwest will provide additional personnel as needed.





### 3. Team Organization

#### Organizational Chart

Our committed team members **will provide exceptional service to the City of Palm Desert.** The Interwest team will be led by Project Manager/Principal Planner, Nick Pergakes, AICP. As the primary contact to the City, Nick will work with our Professional-in-Charge, and the Interwest project team to complete all services required by the project on-time, on/under budget, and with a few disruptions as possible. Our team structure is as follows:





## 4. Subcontractors

Interwest Consulting Group will not be partnering with subconsultants for this opportunity, as our team can provide the requested services.

## 5. Disclosure

Interwest Consulting Group has not previously performed work for a City of Palm Desert private property owner or developer over the past year.





Proposed Method to  
Accomplish Work

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## D. Proposed Method to Accomplish Work

### 1. Project Understanding

The City of Palm Desert is looking to update its University Neighborhood Specific Plan (“UNSP”) to meet recent policies and programs in the City’s updated Housing Element, while creating a sustainable, unique, and vibrant district. Creating opportunities for new residential development in the specific plan area, planning for additional parks and open space, and creating a community gathering space are key goals of this project. Public outreach for the update of the UNSP will be important to ensure public input and feedback is received during the updating the Specific Plan.

### Purpose of Updating the University Neighborhood Specific Plan

The City of Palm Desert recognizes the need for thoughtful and strategic urban design and planning. The UNSP was adopted in 2016 and contains approximately 400 acres intended for development of a new, mixed-use, walkable community adjacent to planned campuses for California State University San Bernardino and the University of California Riverside. The overall goal is to provide a variety of housing options, business opportunities, and open space that stimulate residential and commercial activity and economic development.

The update will focus on evaluating existing and potential land uses, analyzing circulation and infrastructure conditions, developing land use regulations, and implementing objective design standards to promote high-quality residential development that fits the scale and neighboring uses within the project area.

### Goals and Objectives

In addition, primary objectives to be achieved through the UNSP update are:

- Ensure consistency with the General Plan Land Use, Housing Element, Open Space and Circulation Element and/or consider making the Specific Plan the effective land use document over the project area.
- Engage and inform the public and existing Plan area residents about transit-oriented design concepts, provide a potential update to development standards and the general UNSP update process through a comprehensive community involvement strategy. This strategy will gather significant resident input from a variety of Palm Desert residents and incorporate this input into the UNSP updated policies and design guidelines.
- Revise land use plan and policy framework to transition from significant commercial use requirements to increased

housing density and development, while also allowing other neighborhood supportive uses such as retail and office mixed-use throughout the Plan area.

- Improvement of motorized, non-motorized, and transit connectivity between the Plan Area, and existing and future commercial and residential areas (and circulation infrastructure) in and adjacent to Palm Desert city boundaries (as feasible).
- Development of objective design standards which promotes walkable and livable environments, while being compatible with surrounding existing development within the Specific Plan area.
- Prepare development and subdivision standards that promotes walkable environments and incorporates policies of the General Plan.
- Prepare the necessary CEQA documentation for the update of the Specific Plan, building on the adopted Environmental Impact Report, as appropriate.

## Key Considerations

During the University Neighborhood Specific Plan update, the following factors will be taken into account:

**a. Community Input:** Engage with the local community, stakeholders, and residents throughout the planning process to gather valuable insights and feedback. Consider the public's preferences and concerns while evaluating and updating the University Neighborhood Specific Plan.

**b. General Plan and other Document Consistency:** Ensure that the updated Specific Plan aligns seamlessly with the City of Palm Desert's General Plan such as the Land Use Element, Circulation Element, Open Space Element, and Housing Element. The University Neighborhood Specific Plan should complement the broader vision of the City's growth and development. During the update, we will ensure that internal documents are consistent with UNSP Design Guidelines. Furthermore, we will review and update the adopted Environmental Impact Report (EIR) while updating the UNSP, and ensure new traffic impacts are analyzed along with the updated uses.

**c. Provision of Open Space:** Redistribute open space to include a new Regional Park (approximately 30-40 acres) in the Specific Plan area. Ensure connectivity between the existing and proposed open space areas, and provide additional guidelines for areas between the park site and adjacent planning areas.

**d. Land Use and Density Changes to Accommodate New Uses:** Review General Plan land use designations and potential densities. Include two, 5-acre sites (120 units each site) for affordable housing per City's 6th Cycle Housing Element. Consider viable area for a major grocery store, and examine height limits and compatibility of new development with neighboring single-family residential sites.

### e. Mobility and Circulation Improvements:

- Examine how to make streets function better and allow for multi-modal movement
- Focus on making "Complete Streets" for creating safe and walkable environments.
- Provide a circulation network that is highly connected and continuous with adjacent existing or planned development within the UNSP.
- Create pedestrian networks that connect walkways in the interior and exterior of public and private properties.
- Consider and evaluate the possibility of paired one-way streets through the Specific Plan area.

**f. Economic Viability:** Evaluate the economic feasibility of the proposed plan, including potential impacts on property values, business growth, traffic, and local economy to create a sustainable and thriving University Neighborhood.

**g. Regulatory Compliance:** Comply with all relevant local, state, and federal regulations while updating the Town Center Specific Plan. This includes adhering to the latest California zoning laws, building codes, and environmental guidelines.



## Palm Desert University Neighborhood Specific Plan Update Scope of Services

### TASK 1 | PROJECT INITIATION AND ADMINISTRATION

Interwest will engage in project administration activities as needed to ensure delivery of the highest quality project in a timely fashion, including on-going monitoring of the schedule and budget. Additionally, our team will coordinate and regularly meet with City of Palm Desert Staff and other key stakeholders.

#### TASK 1.1 KICK-OFF MEETING

Interwest will participate in a “Kick-Off Meeting” for the project. The intent of this meeting is to accomplish the following: 1) introduce and identify the roles of key members of the consultant team, City Staff, and other stakeholders as appropriate; 2) establish reporting protocols; 3) discuss project objectives, issues, and opportunities; 4) confirm project schedule and work program, and review outreach methods and timing; and 5) identify and transmit pertinent documents and studies, and other relevant data to the Interwest Team.

##### 1.1 DELIVERABLES:

- Kick-Off Meeting Participation
- List of Data Needs
- Agenda & Meeting Summary

#### TASK 1.2 FIELD TOUR OF STUDY AREA

The Interwest Team will join key City Staff (and other stakeholders as appropriate) in an initial field tour of the University Neighborhood area, as well as surrounding areas to gain a holistic understanding of the physical and environmental context. It is recommended that this field tour is coordinated with the Kick-Off Meeting.

##### 1.2 DELIVERABLES:

- Initial Field Tour with City Staff
- Follow-up Site Reconnaissance as necessary to record key site conditions



#### TASK 1.3 PLAN AND POLICY REVIEW

Interwest staff will review the existing University Neighborhood Specific Plan, as well as other relevant City policy and regulatory documents to understand the existing site and area conditions of the University Neighborhood area. We will also review the tentative and final maps for TR37056 to understand the number of units and densities that have been entitled to date under the existing University Neighborhood Specific Plan.

##### 1.3 DELIVERABLES:

- Plan and Policy Review Memo

#### TASK 1.4 PROJECT STATUS MEETINGS AND ADMINISTRATION

Interwest will coordinate and regularly consult with City Staff to review progress and ensure that necessary information and documentation are shared and incorporated into the work product in a timely manner. For this task, Interwest will participate in bi-weekly meetings virtually with City Staff to assess progress and direct forthcoming work. Additionally, we will participate in conference calls as needed to track progress and coordinate efforts.

**1.4 DELIVERABLES:**

- Project Status Meetings (virtual)
- Agendas & Meeting Summaries

**TASK 2 | COMMUNITY ENGAGEMENT**

Interwest will actively incorporate engagement with key stakeholders and the broader community into the planning process to ensure that we have a full understanding of the issues and potential opportunities in the UNSP area. Engagement activities and facilitation will include up to five community workshops, as well as other innovative methods to gain input on the plan from members of the community.

**TASK 2.1 DEVELOP COMMUNITY ENGAGEMENT STRATEGY**

Interwest will actively incorporate engagement with key stakeholders and the broader community into the planning process to ensure that we have a full understanding of the issues and potential opportunities in the UNSP area. Engagement activities and facilitation will include a project website and community workshops, as well as other innovative methods to gain input on the plan from members of the community. A Community Engagement Strategy memorandum will be prepared and provided to City staff for their review and input prior to getting underway with the outreach efforts.

**2.1 DELIVERABLES:**

- Community Engagement Strategy memorandum (electronic copy)

**TASK 2.2 PROJECT WEBSITE**

Interwest will develop and provide background and meeting information, maps, and reports related to the project for a project specific webpage. The project webpage will be part of the City's website. City staff will post information and keep the site current, with updated content provided by Interwest.

**2.2 DELIVERABLES:**

- Project webpage content and materials

**TASK 2.3 COMMUNITY WORKSHOPS**

Interwest will work with City Staff to facilitate two (2) community workshops. The overall intent is to inform the community about the project; achieve an updated consensus vision for the UNSP area; allow for their valuable feedback and evaluation of concepts and recommendations; and build support for the final UNSP document.

Our team will coordinate with City Staff to determine the appropriate timing for each workshop, as well as to develop a strategy that ensures each workshop is informative and engaging; we offer a range of formats and interactive tools (e.g., charrettes, small group exercises, round table discussions, etc.) that may be utilized with each of these participation events.

**2.3 DELIVERABLES:**

- Community Workshops; attendance and lead facilitation at a maximum of two (2) workshops
- Collateral / Communications Materials as appropriate (e.g., PowerPoint presentations, exhibits, etc.)
- Community Workshop Summaries presented in memo format

## TASK 3 | OPPORTUNITY SITE ANALYSIS AND ALTERNATIVE LAND USE ANALYSIS

### TASK 3.1 OPPORTUNITIES & CONSTRAINTS ANALYSIS

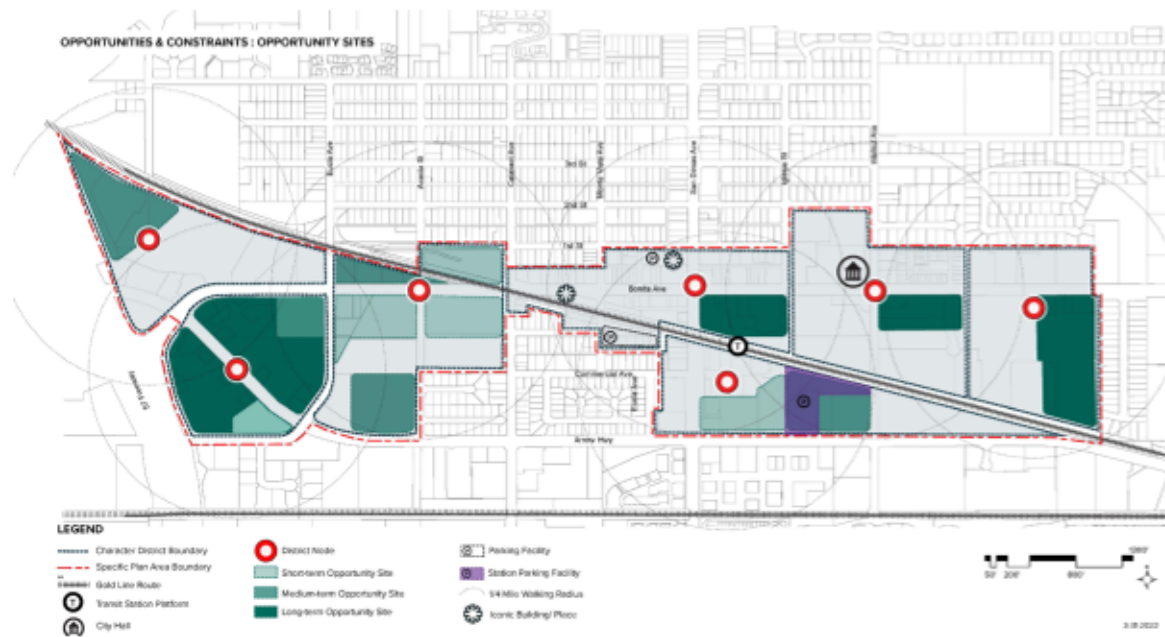
Interwest will synthesize our site reconnaissance, document review and evaluation, and other inputs (e.g., web-based research, City staff inputs, etc.) into diagrams/maps with summary text that 1) communicate our understanding of the project site and its context, and 2) clarify physical development opportunities and constraints.

#### 3.1 DELIVERABLES:

- Opportunities & Constraints Analysis Diagrams

### TASK 3.2 ALTERNATIVE LAND USE SCENARIOS

Following the initial meetings and outreach, Interwest will develop up to two (2) land use alternatives for the UNSP area. The scenarios will be developed to support bus transit as well as to facilitate safe pedestrian and bicycle travel. The land use alternatives will promote development of a healthy, walkable district with easy access to services in



the surrounding area. Revisions to the development standards or incorporation of form-based regulations may be considered in the update of the UNSP document. The alternatives will consider information prepared through the planning process and from the community outreach.

Residential, commercial, office, mixed-use, and open space land uses will be analyzed and strategically placed to maximize community connectivity and create a level of synergy between adjacent single-family residential neighborhoods. The alternatives should consider information generated through the previous analysis in Task 3.1.

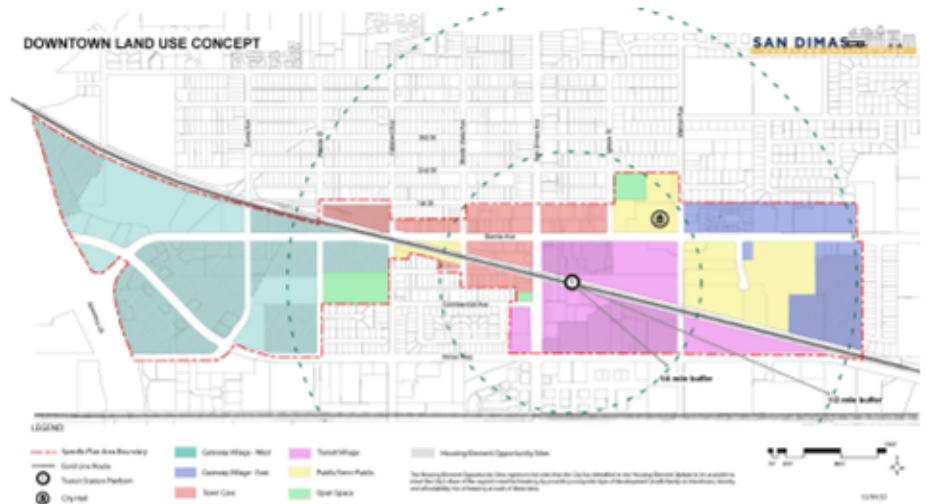
#### 3.2 DELIVERABLES:

- Display graphics illustrating the alternative land use and circulation plans with a combination of drawings, diagrams, sketches, and/or visual simulations
- Land Use and Circulation Alternatives Memorandum



### TASK 3.3 PRESENTATION OF LAND USE AND CIRCULATION ALTERNATIVES

Interwest will present the alternatives to City staff for review, feedback, and possible refinement prior to presentation at a community workshop. Interwest will utilize different community outreach methods techniques to understand participants’ preferences. This may result in a clear preference for one alternative or in a hybrid concept which combines components of each.



#### 3.3 DELIVERABLES:

- Presentation materials for community workshops

### TASK 4 | PREFERRED LAND USE ALTERNATIVE

#### TASK 4.1 PREPERATION OF A PREFERRED LAND USE ALTERNATIVE

Based on input received from the City staff, and the public, Interwest will develop a preferred land use alternative which will serve as a basis for the draft UNSP. The preferred alternative will be presented to City staff for review and feedback. The community will also be asked to respond to the preferred plan at a community workshop. Input received will be used to refine the alternative and develop the draft UNSP document.

Once the preferred alternative is finalized, an analysis of future development in the UNSP area will be prepared showing the number of housing units, non-residential floor area, population and employment figures in a future year (such as 2045).



#### 4.1 DELIVERABLES

- Preferred land use plan alternative diagram and other graphics as necessary
- Preferred land use plan memo with buildout analysis table

## TASK 5 | INFRASTRUCTURE DEVELOPMENT AND SERVICES PLAN

### TASK 5.1 INFRASTRUCTURE DEVELOPMENT AND SERVICES PLAN

Interwest shall prepare a conceptual Infrastructure Development and Services Plan to determine infrastructure needed to support land uses and improvements identified in the preferred alternative, as well as to meet the needs of CEQA. The analysis shall describe infrastructure conditions and improvements needed to support the UNSP in terms of water, wastewater, storm drainage (including low impact development), electricity, gas, cable, telephone service, internet/fiber, transportation, and parks. Interwest will analyze existing versus future development for improvements so future costs can be appropriately attributed. In addition, increased demand for public services such as transit, schools, police, and fire required to serve the UNSP area will be identified.

#### 5.1 DELIVERABLES

- Infrastructure Development and Services Report

## TASK 6: DRAFT UNIVERSITY NEIGHBORHOOD SPECIFIC PLAN UPDATE

### TASK 6.1 PREPARATION OF DRAFT UNIVERSITY NEIGHBORHOOD SPECIFIC PLAN UPDATE:

Interwest will prepare a draft updated Specific Plan, which will serve as the City's long range, comprehensive land use, circulation, and implementation plan for guiding development within the plan area boundaries. The UNSP shall contain the following components:

- **Introduction.** An overview of the UNSP, the contents of the plan, and how it meets state laws will be in the first chapter of the document. In addition, a description of the planning process to develop the Plan and the role the public played in creating the Plan will be included.
- **Land Use/Housing.** Description of land use designations, including number of residential units, potential square footage of mixed use and or neighborhood-serving retail development, and employment generating land uses will be provided. Revisions to development standards or implementation of form-based code regulations will reviewed and updated as needed to implement the preferred land use plan.
- **Objective Design Standards.** The University Neighborhood Specific Plan will need to be updated with new objective development and design standards to be in compliance with the Housing Authority Act (HAA), SB 35, and SB 330. Interwest has the experience and track record of creating and implementing objective design and development standards with communities across California.
- **Transportation and Mobility.** The plan will include a description of circulation for motor vehicles, transit, bicycles, and pedestrians. New streets, paired one-way streets, trails/paths, and connections will be evaluated and recommended. Policies regarding complete streets and the circulation element of the General Plan shall also be included.
- **Public Services.** The plan will include information about services and infrastructure needed to implement the updated Plan. This should include specific policies regarding utilities, public safety, parks.
- **Implementation Plan.** Identifies actions and strategies for Plan implementation, including a rough budget estimate. Infrastructure improvements needed for Plan implementation will also be discussed.

An administrative draft UNSP document shall be prepared for review by City staff. Comments received shall be incorporated into the public review draft Specific Plan. The draft UNSP document shall then be presented to the Planning Commission at a public workshop and then to City Council at a Study Session to present the final draft and accept any remaining comments and requested changes.

## 6.1 DELIVERABLES

- Administrative Draft Specific Plan
- Public Review Draft Specific Plan
- City Council Study Session, including attendance and facilitation, and all necessary meeting materials
- City Council Study Session summary

## TASK 7 | GENERAL PLAN AND ZONING CODE AMENDMENTS

### TASK 7.1 GENERAL PLAN AND ZONING CODE AMENDMENTS:

Interwest and City staff will evaluate properties within the UNSP project boundaries to determine which sites would need General Plan land use amendments and rezoning based on the preferred alternative developed in Task 5. Some of the sites may be identified as part of the Housing Element update (6th cycle) and will be determined whether the existing land use designations will be utilized. Interwest and City staff will work to incorporate any text within the General Plan.

### 7.1 DELIVERABLES

- List of properties, and associated maps, requiring General Plan land use designation amendments, and to what designation they will be amended (maps must be compatible with ESRI Geographic Information Systems)
- List of General Plan text amendments
- List of properties, and associated maps, requiring UNSP rezoning, and to what designation they will be amended (maps must be compatible with ESRI Geographic Information Systems)
- List of Zoning Code text amendments

## TASK 8: ENVIRONMENTAL ANALYSIS

### TASK 8.1 PREPARATION OF ENVIRONMENTAL DOCUMENT:

Interwest will review the adopted and certified UNSP Environmental Impact Report (EIR) and determine the appropriate California Environmental Quality Act (CEQA) process for conducting the UNSP update. Interwest shall also prepare responses to comments received during the public review period, a mitigation monitoring and reporting program, and statement of overriding considerations, as necessary. The environmental analysis will evaluate all necessary environmental factors and shall consider the following areas:

- **Land Use Consistency and Compatibility.** The analysis will describe existing land use and development patterns and evaluate the proposed project's consistency with adopted City plans and policies.
- **Population, Housing and Employment.** The environmental analysis will analyze projected population, housing and employment impacts of the draft Specific Plan update.
- **Transportation and Circulation.** The environmental analysis will define and establish both the Transit Priority Area(s) within the Plan area and Vehicle Miles Traveled (VMT) standards for residential, office and retail development and in accordance with City-adopted guidelines. The analysis will further analyze VMT per capita associated with the proposed land uses within the Plan area. The analysis shall also evaluate the Level of Service (LOS) impacts of the amendment.
- **Air Quality.** The environmental analysis will address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis will address both operational, including vehicular emissions (long term), and construction level (short term) impacts on local and regional air quality.



- **Energy/Climate Change.** Changes in energy consumption anticipated through implementation of the draft Specific Plan update shall be analyzed. Greenhouse gas emissions anticipated from the project shall be included. The environmental analysis shall analyze how development anticipated by the Specific Plan will be affected by climate change and how implementation of the Plan will affect climate change. While analysis of this topic is evolving, this environmental analysis should include the most current thinking and practice regarding impacts of greenhouse gas emissions.
- **Water Usage.** Evaluate if a water supply verification/water supply assessment is required based on any potential increases in total dwelling units or employment.
- **Cultural Resources.** Evaluate cultural and tribal resources within the specific plan area and coordinate required tribal consultation pursuant to SB 18, and/or AB 52.

In addition, the environmental analysis will include discussion of growth inducing and cumulative impacts, and significant, unavoidable impacts, if any and as necessary.

If required, pursuant to CEQA, Interwest will facilitate a scoping meeting and a public hearing on the environmental analysis. Interwest will prepare responses to comments received during the public review period and at the public hearing on the environmental analysis. Interwest shall coordinate the printing of all final environmental documents.

### 8.1 DELIVERABLES

- Draft and Final Initial Study and any appendices (Word & PDF)
- Notice of Preparation/Scoping Meeting (Word & PDF format)
- Public scoping meeting for environmental analysis preparation
- Administrative draft environmental analysis (Word and PDF format)
- Draft environmental analysis (Word and PDF format)

## TASK 9: PRESENTATION AND ADOPTION OF DRAFT UNSP AND ENVIRONMENTAL DOCUMENT

### TASK 9.1 ADOPTION HEARINGS AND PREPARATION OF FINAL UNSP DOCUMENT:

Interwest, in collaboration with City staff, will assist in preparing the Planning Commission and City Council packet materials. This may include the staff report, PowerPoint presentation, resolutions and ordinances. Interwest will also present the draft Specific Plan update, and any necessary environmental analysis, at public hearings before the Planning Commission and City Council. Interwest shall make any final revisions to the Specific Plan and environmental analysis based on changes recommended by the City Council.

### 9.1 DELIVERABLES

- Planning Commission staff report and PowerPoint presentation
- Presentation of Draft UNSP update at one (1) Planning Commission hearing
- City Council Staff Report and PowerPoint presentations
- Presentation of draft UNSP update at first City Council public hearing

## Timeline

Interwest has a successful track record of completing complex projects on schedule. Our proposed schedule for the project (shown below) anticipates completing the entire scope of work within approximately 12 months.

### Schedule for Completion

Tasks	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>Scope of Services</b>												
<b>Task 1 - Project Initiation and Administration</b>	Task 1											
1.1 Project Kick-off Meeting												
1.2 Field Tour of Study Area												
1.3 Plan and Policy Review												
1.4 Project Status Meetings and Administration												
<b>Task 2 - Community Engagement</b>	Task 2											
2.1 Develop Community Engagement Strategy												
2.2 Project Website												
2.3 Community Workshops												
<b>Task 3 - Opportunity Site Analysis and Alternative Land Use Analysis</b>	Task 3											
3.1 Opportunities and Constraints Analysis												
3.2 Alternative Land Use Scenarios												
3.3 Presentation of Land Use and Circulation Alternatives												
<b>Task 4 - Preferred Land Use Alternative</b>	Task 4											
4.1 Preparation of a Preferred Land Use Alternative												
<b>Task 5 - Infrastructure Development and Services Plan</b>	Task 5											
5.1 Infrastructure Development and Services Plan												
<b>Task 6 - Draft University Neighborhood Specific Plan Update</b>	Task 6											
6.1 Preparation of University Neighborhood Specific Plan Update												
<b>Task 7 - General Plan and Zoning Code Amendments</b>	Task 7											
7.1 General Plan and Zoning Code Amendments												
<b>Task 8 - Environmental Analysis</b>	Task 8											
8.1 Preparation of Environmental Document												
<b>Task 9 - Presentation and Adoption of Draft UNSP and Environmental Document</b>	Task 9											
9.1 Adoption Hearings and Preparation of Final UNSP Document												

Interwest believes this schedule is both realistic and in keeping with the priority the City has placed on this project. We will be happy to work with City staff to revise this schedule as needed before and during the update process.

Over years of managing projects similar to this project, Interwest staff has developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- We maintain an up-to-date schedule throughout the project to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff with adequate time for editing and formatting into finished reports.
- We prepare monthly status reports for submittal regarding progress on the preparation of specific plan updates.



Contract No. \_\_\_\_\_

**EXHIBIT "C"  
COMPENSATION**

**SEE ATTACHED COST PROPOSAL**



A SAFEbuilt® COMPANY



# CITY OF PALM DESERT

Proposal For University  
Neighborhood Specific Plan Update  
| 2023-RFP-203

*November 3, 2023 | Electronic*



**Fee Proposal**

**MAIN CONTACT:**  
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## Fee Proposal / (separate attachment)

Please find the anticipated, proposed fee structure included below. Additionally, the fee proposal includes hourly rates for all personnel for "Additional Work."

Palm Desert University Neighborhood Specific Plan Update RFP								
	Interwest Consulting Group						Total Number of Hours	Labor Cost Per Task
	Nick Pergakes	Jennifer Williams	Lexie Abrahamian	Richard Walker	Joe Indrawan	Joseph Mullaney		
Role	Specific Plan PM, Principal Planner	Senior Planner, Assistant PM	Assistant Planner	CEQA PM, Principal Planner	Senior Engineer	Traffic Engineer		
Hourly Rate	\$ 175	\$ 160	\$ 105	\$ 175	\$ 190	\$ 135		
Hours Per Task								
<b>Task 1. Project Iniation and Administration</b>								
<i>Subtotal</i>	40	40	24	8	8	8	128	\$ 19,920
<b>Task 2. Community Engagement</b>								
<i>Subtotal</i>	40	50	100	12	10	0	212	\$ 29,500
<b>Task 3. Opportunity Site Analysis and Alternative Land Use Analysis</b>								
<i>Subtotal</i>	32	44	60	4	4	24	168	\$ 23,640
<b>Task 4. Preferred Land Use Analysis</b>								
<i>Subtotal</i>	16	20	24	2	2	4	68	\$ 9,790
<b>Task 5. Infrastructure Development and Service Plan</b>								
<i>Subtotal</i>	8	0	0	8	60	12	88	\$ 15,820
<b>Task 6. Draft University Specific Plan Update</b>								
<i>Subtotal</i>	80	110	160	2	2	40	394	\$ 54,530
<b>Task 7. General Plan and Zoning Code Amendments</b>								
<i>Subtotal</i>	16	20	24	0	0	0	60	\$ 8,520
<b>Task 8. Environmental Analysis</b>								
<i>Subtotal</i>	16	8	4	140	4	24	196	\$ 33,000
<b>Task 9. Presentation and Adoption of Draft UNSP and Environmental Document</b>								
<i>Subtotal</i>	40	40	44	16	4	8	152	\$ 22,660
<b>Grand Total Hours</b>	248	292	396	176	90	112	1314	
<b>Fee Total</b>	\$ 43,400	\$ 46,720	\$ 41,580	\$ 30,800	\$ 17,100	\$ 15,120		\$ 217,380
<b>Reimbursable Expenses*</b>								\$ 15,000
<b>Supplemental EIR Technical Studies</b>								\$ 32,500
<b>Grand Fee Total</b>								\$ 264,880

\*Reimbursable expenses include travel, mileage, printing, or other associated costs with the project.