



AGENDA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

OF THE CITY OF COACHELLA

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

September 25, 2024

5:00 PM – CLOSED SESSION

6:00 PM – REGULAR MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</p> <p>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p>Webinar ID: 884 5727 1898</p> <p>Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
---	---

- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER: - 5:00 P.M.

ROLL CALL:

APPROVAL OF AGENDA:

“At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda”

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNs 763-350-025 and 763-340-008
Agency Negotiator(s): Castulo Estrada, Utilities Director
Negotiating Parties: E. Neumeyer, Trustee of the E.J. Neumeryer Revocable Trust, Owner
Under Negotiation: Price and Terms of Payment for an 82,059 sq. ft. Five-Year Temporary Construction Easement
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN 763-330-018
Agency Negotiator(s): Castulo Estrada, Utilities Director
Negotiating Parties: Empire Airport LLC, Owner
Under Negotiation: Price and Terms of Payment for a 44,981 sq. ft. Five-Year Temporary Construction Easement
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN 763-330-0006
Agency Negotiator(s): Castulo Estrada, Utilities Director
Negotiating Parties: J. Kohn, D. Parrish, M. Kinsey, C. Hirschberg, Owners
Under Negotiation: Price and Terms of Payment for a 6,869 sq. ft. Domestic Water Easement
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Parcel APN 763-350-0009
Agency Negotiator(s): Castulo Estrada, Utilities Director
Negotiating Parties: 87400 A56 Statutory Trust, Owner
Under Negotiation: Price and Terms of Payment for a 9,730 sq. ft. Domestic Water Easement

RECONVENE REGULAR MEETING: - 6:00 P.M.

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

5. National Latino Physician Day Proclamation

6. HR Green Broadband Study Presentation
7. SB 1383 Program Updates

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member or member of the audience.)

8. Regular Meeting Minutes of September 11, 2024, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 and FY 2024-25 Expenditures as of September 25, 2024, \$2,977,279.68
10. Community Facilities District (CFD No. 2005-01) Annexation 36 – (Sevilla II-Pyramid Ranch)
Ordinance No. 1215 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to Said District (2nd Reading)
11. Authorize a Community-Based Grant to American Outreach Foundation in the Amount of \$1,000 to Help Cover Costs for Providing and Maintaining Power Wheelchairs
12. Authorize a Community-Based Grant to Green Room Theatre Company Coachella Valley in the Amount of \$1,000 to Help Fund Their Ballet Folklorico Program
13. Authorize a Community-Based Grant to Pueblo Unido CDC in the Amount of \$1,000 to Help Fund its Reynas Del Valle Coachella Program
14. Second Reading of Ordinance No. 1214 authorizing the levy of a Special Tax in Community Facilities District No. 2024-1 (Public Services)
15. Award Multiple Professional Services Agreements for On-Call Architectural Design Services for the Commercial Corridor Façade Improvement Program to: DMHA Architecture and Interior Design, BFK Architecture and Planning, and Mour Group Engineering and Design and Authorize the City Manager to Enter into Professional Services Agreements with the Selected Firms in Not-to-Exceed Amounts of \$75,000 Per Firm
16. Authorize the City Manager to Execute Professional Services Agreements with Strategic Energy Experts Consulting for Assistance in Providing Greenfield Electric Utility and Electric Service for the City Municipal Utility

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

17. Appointment of ten Commissioners to the Coachella Youth Advisory Commission

18. Approve the Cooperative Agreement with the County of Riverside to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services and Approve the Cooperative Agreement between the Cities of Coachella, Indio, La Quinta and County of Riverside to Share the Cost of a Ladder Truck Company

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

19. VMP Night Club & Event Center –Entertainment Permit No. 24-01 and Conditional Use Permit No. 380

for a nightclub and special event center to allow for live events and a Type 48 ABC license to allow the on-sale of beer, wine, and distilled spirits at the 5,867 SF commercial suite at 49974 Cesar Chavez Street. Applicant: Reyes Hernandez

20. Adopt Ordinance No. 1213 (Zoning Ordinance Amendment No. 22-09) 1st Reading to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses and development standards for the R-E, Residential Estate District, Chapter 17.12 of the Coachella Municipal Code. City-Initiated

PUBLIC COMMENTS (NON-AGENDA ITEMS):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager’s Comments.

ADJOURNMENT:

Complete Agenda Packets are available for public inspection at the City Clerk’s Office at 53-462 Enterprise Way, Coachella, California, and on the City’s website www.coachella.org.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, the City of Coachella is home to a proud and vibrant Latino community that has bolstered the city in the realms of art and music, business and finance, law and government, education and social service and science and medicine; and

WHEREAS, Latino physicians have played a vital role in helping to address healthcare disparities in the city, providing culturally competent care, advancing medical research and education, and contributing immensely to the betterment of our city; and

WHEREAS, these dedicated physicians also served on the front lines during and after the COVID-19 pandemic showing their unwavering resilience and compassion in the face of adversity; and

WHEREAS, the wide array of health care services provided by professional Latino physicians continues to be an increasingly important component of Coachella’s health care delivery system; and


WHEREAS, October 1, 2024 has been designated as National Latino Physician Day to honor and celebrate the dedication, accomplishments, and tireless commitment of Latino physicians in the medical field:

NOW THEREFORE, I, Steven A. Hernandez, Mayor and Council of the City of Coachella, by the power vested in me, do hereby proclaim October 1, 2024 to be designated as

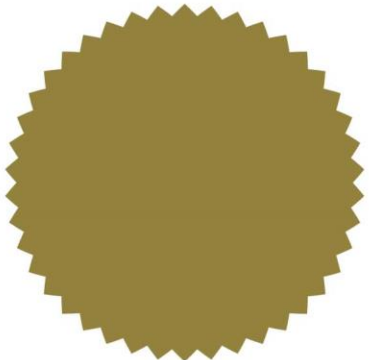
National Latino Physician Day

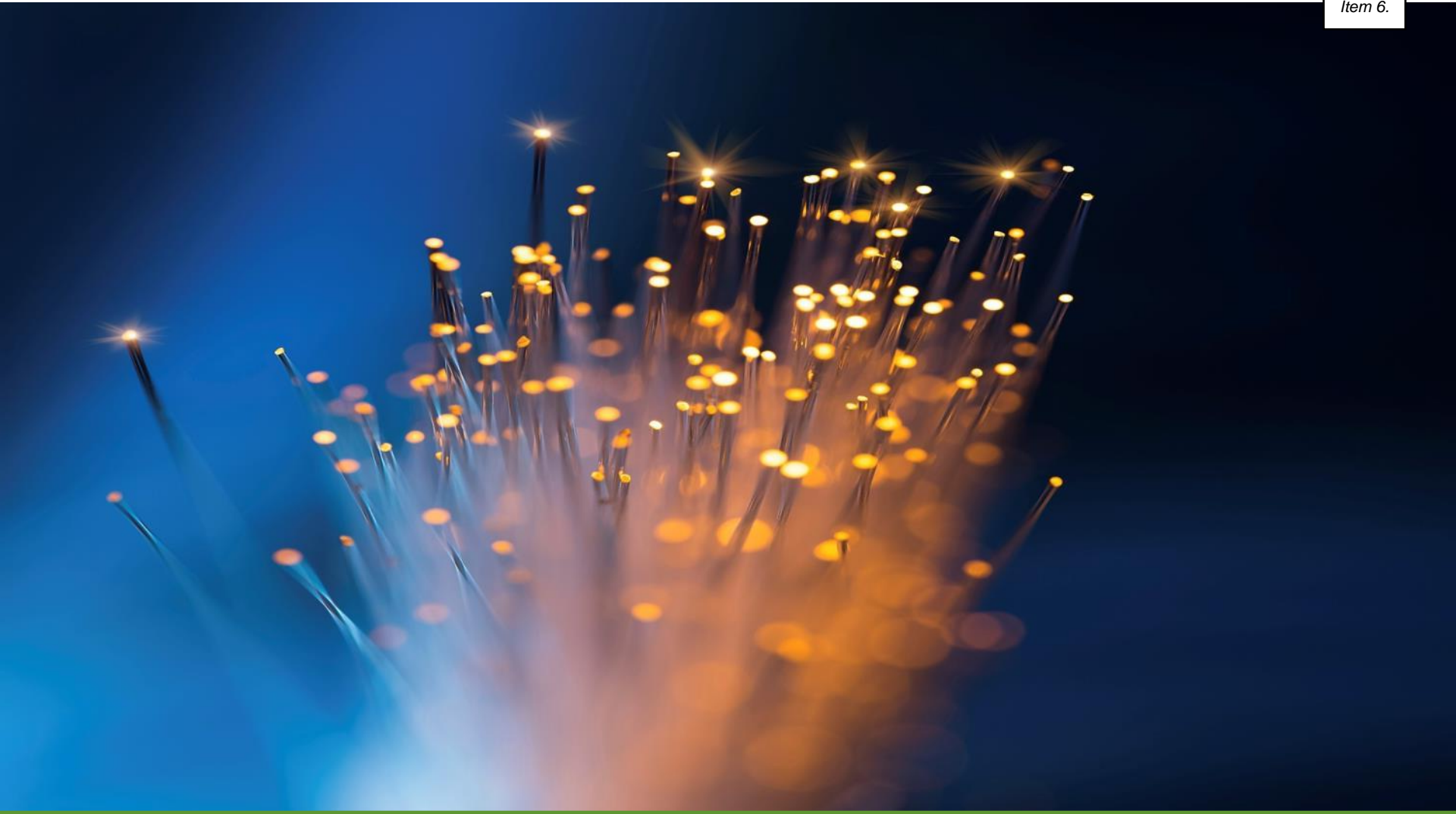
and encourage all residents to support and recognize Latino physicians around the city

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 25th day of September 2024.



Steven A. Hernandez, Mayor
City of Coachella, California





City of Coachella Broadband Master Plan

City Council Presentation – September 25, 2024



About Us

FOUNDED IN 1913, HR Green provides solutions that build communities and improve lives.

FOR MORE THAN A CENTURY, HR Green has provided engineering, technical, and management solutions in the following



TRANSPORTATION



WATER



GOVERNMENTAL SERVICES



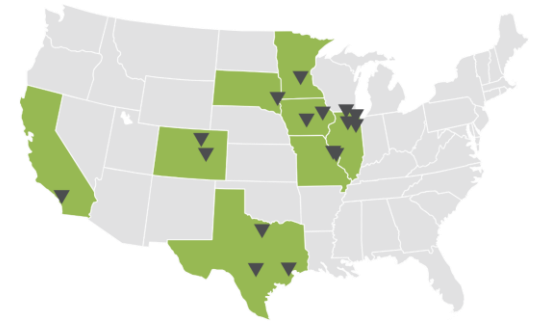
LAND DEVELOPMENT



ENVIRONMENTAL



CONSTRUCTION



In every market and in every geography, **our mission is the same:**

**Building Communities.
Improving Lives.**

This means that every person at HR Green is an active contributor in **building the communities and improving the lives** of people where we are honored to work.

What is – “Broadband” Anyway?

Original FCC Broadband Definition

25 Megabits per second download speed
3 Megabits per second (Mbps) upload speed

Think of a 3 Megabyte attachment
(song, doc, photo) ~ 25 megabits

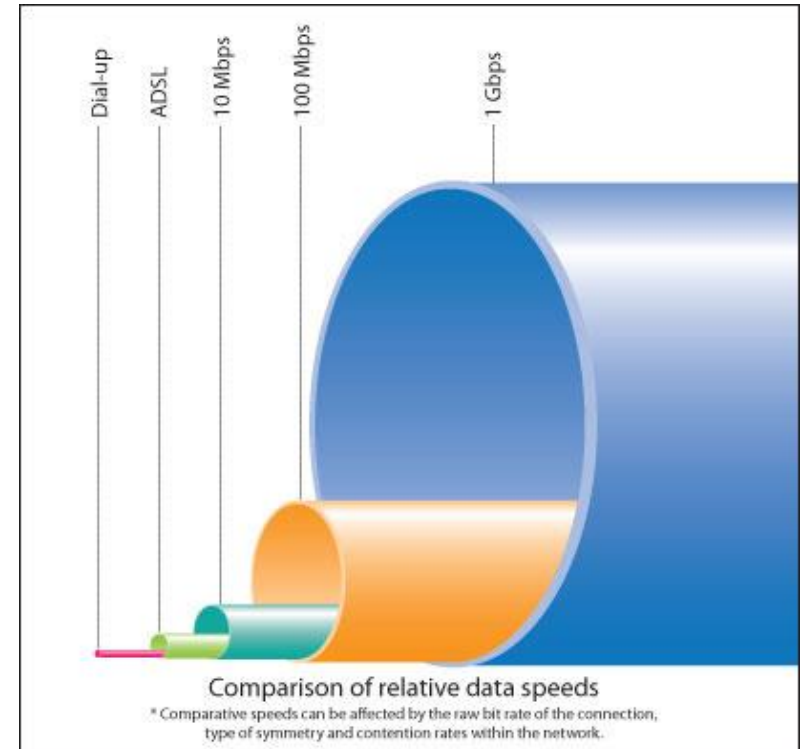
If you could download a 3 MB file in 1.0 second
You had “broadband”

New FCC Broadband Definitions

Unserved = less than 25 Mbps download speed & less than 3 Mbps upload speed

Underserved = less than 100 Mbps download speed & less than 20 Mbps upload speed

Served = at least 100 Mbps download speed & at least 20 Mbps upload speed



What REALLY Matters in Broadband?

Item 6.

4

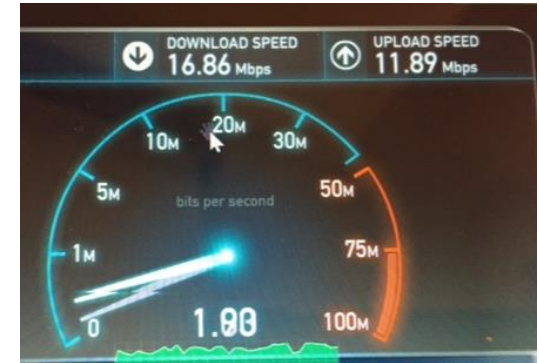
Latency (fast response)

Capacity (whole family on at once)

Reliability of connection & experience

Lowest cost per bit

Speed (fast **downloads** and **uploads**)



Everyone doesn't need them all,

Different technologies = different costs, different benefits

How is Broadband Delivered?

Wireless...



Satellite

Cellular **4G/LTE**

5G



Wireline – aerial or underground



DSL (Telephone-based – copper wires)

Coax Cable

Fiber Optic Cable - *“future-proofed”*



All use fiber / No better technology today

Fiber To The Home (FTTH)



Aerial (overhead) or **conduits** (underground)

Fiber optic cable to every parcel

Requires new installation (~\$600-\$2,000/home)

Fiber – virtually unlimited:

- ✓ Speed
- ✓ Capacity
- ✓ Zero latency
- ✓ Lowest cost/bit
- ✓ Quality

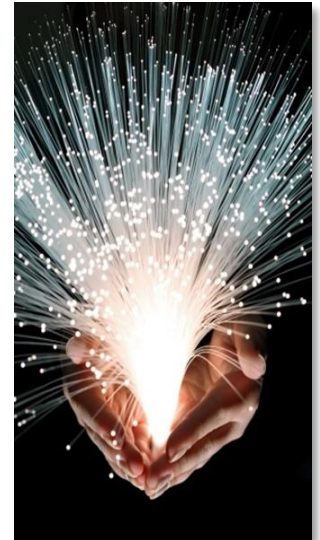


Review Project Expectations & Goals

- **City of Coachella Broadband Study & Strategy Planning will:**
 - ✓ Inventory and document City telecommunications assets
 - ✓ Include an assessment of current conditions, a strategic plan, and identification of new opportunities for partnerships.
 - ✓ Address the unserved and underserved areas of the City.
 - ✓ Help spur additional business, programs, and economic growth.
 - ✓ Create a defined path forward that will ultimately lead to shovel-ready last-mile projects
 - ✓ Include a broadband infrastructure design based on potential projects that can be used to seek future funding.
 - ✓ Create a community vision; assess communities' existing broadband related resources, gaps, and needs; engage local stakeholders; and identify appropriate technology.
 - ✓ Help in selecting a business model and governance framework.
 - ✓ Develop project plans, such as implementation and financial plans and feasibility analysis related to managing, operating, and maintaining a last-mile infrastructure.

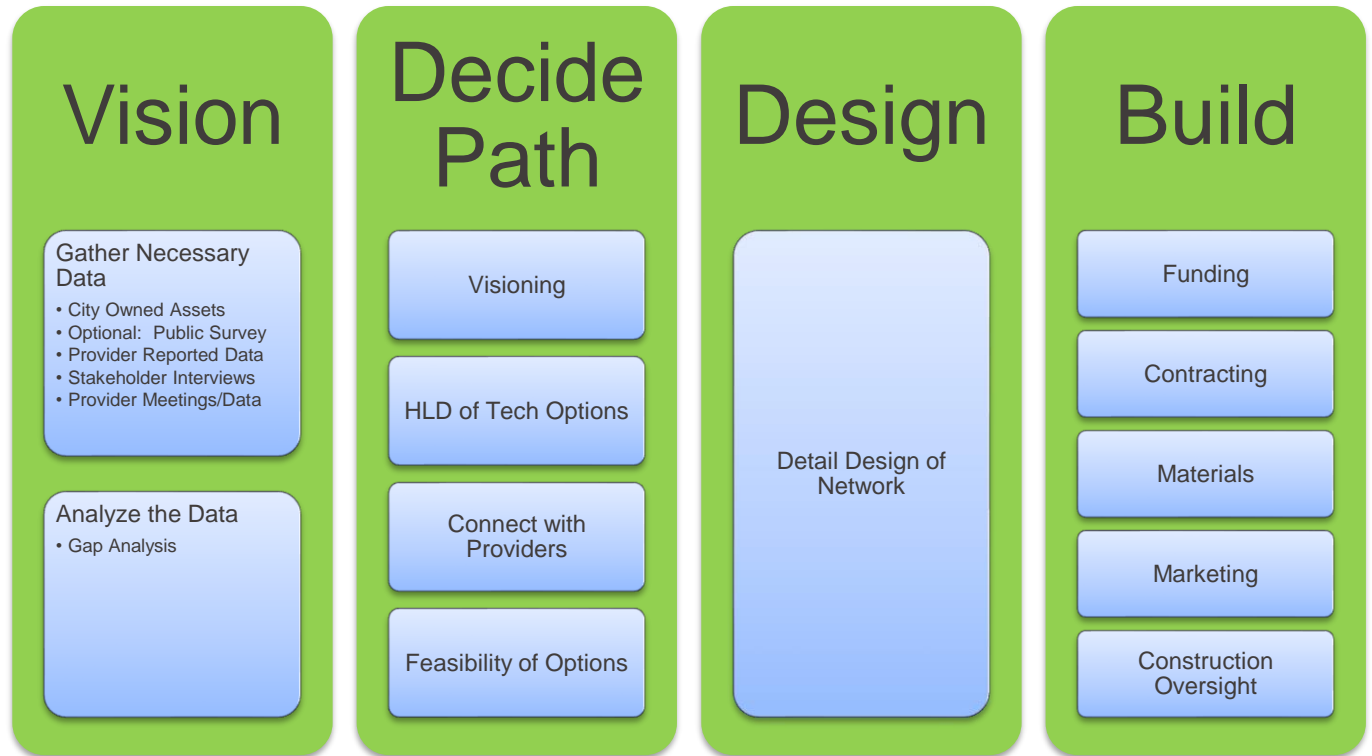
Review project understanding

- **By developing a Broadband Master Plan, the City is:**
 - Taking an important step toward encouraging the development of reliable and cost-effective next generation Broadband Services that have a net positive economic and social impact.
 - Looking to enhance the community's quality of life through expanded innovation opportunities, workforce development training, the narrowing of the digital and/or economic divide, and improved organizational operation efficiencies.



Our Process

- Comprehensive
- Flexible
- Dynamic
- Responsive



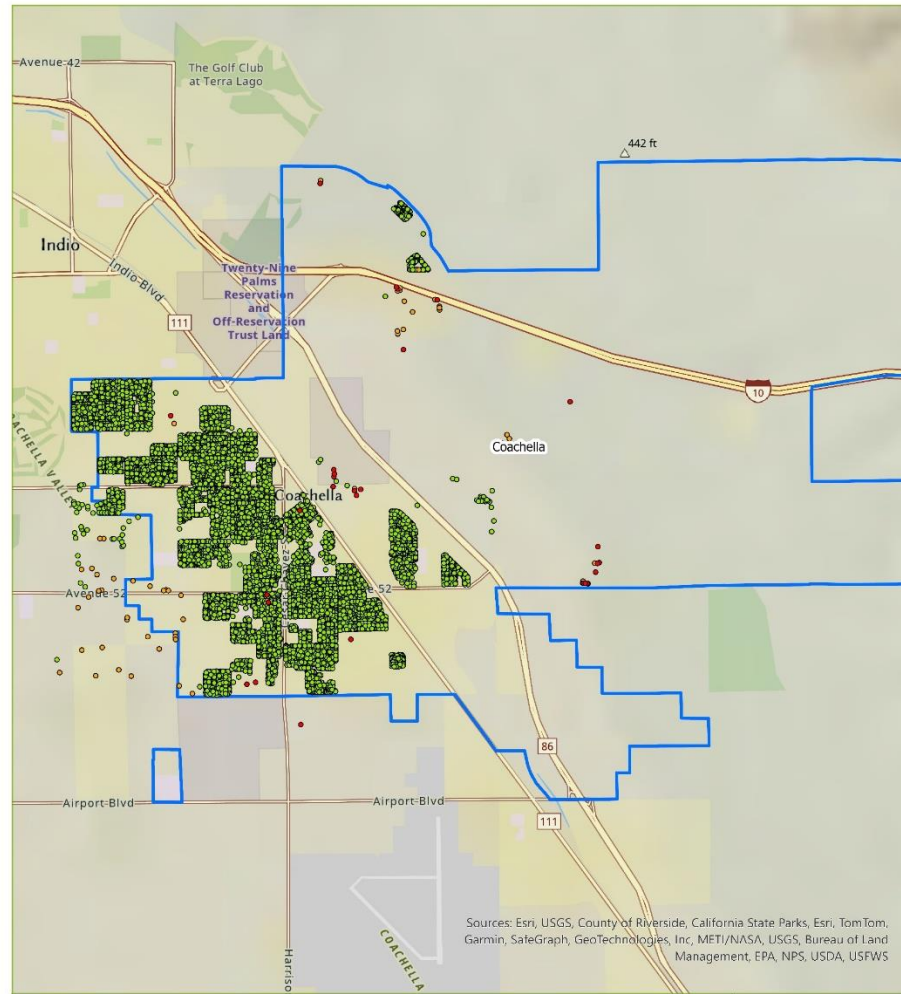
Review of Project Schedule

12 - Project Management & Meetings (Including Kickoff)
1 - Kickoff Meeting
2 - First Presentation to Council
3 - Current and Future Needs Assessment
3A - Engagement Plan
3B - Survey
3C - Stakeholder Meetings
3D - Digital Equity
4 - Inventory/Assessment of City Owned Assets
5 - Assessment of Privately Owned Assets
6 - Policy/Permit Process Review
7 - Gap Analysis
8 - Mid-Point Presentation to Council
9 - Feasibility - HLD - and maybe full feasibility
10 - Draft Master Plan Presentation to Council
11 - Master Plan Refinement and Adoption
OPTIONAL 13 - Partnership Identification and Discussions
OPTIONAL 14 - Governance Options

Next Steps:

1. Launch Survey(s)
2. Asset Inventory
3. Stakeholder Meetings

Broadband in the City of Coachella



Sources: Esri, USGS, County of Riverside, California State Parks, Esri, TomTom, Garmin, SateGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

City of Coachella Fabric Data

Legend

Fabric Speed Rank

- Served (More than 100 Mbps Download Speed)
- Underserved (Less than 100 Mbps Download Speed)
- Unserved (Less than 25 Mbps Download Speed)

City of Coachella Boundary

0 0.280.55 1.1 Miles



Spatial Reference
Name: NAD 1983
StatePlane Illinois East
FIPS 1201 Feet



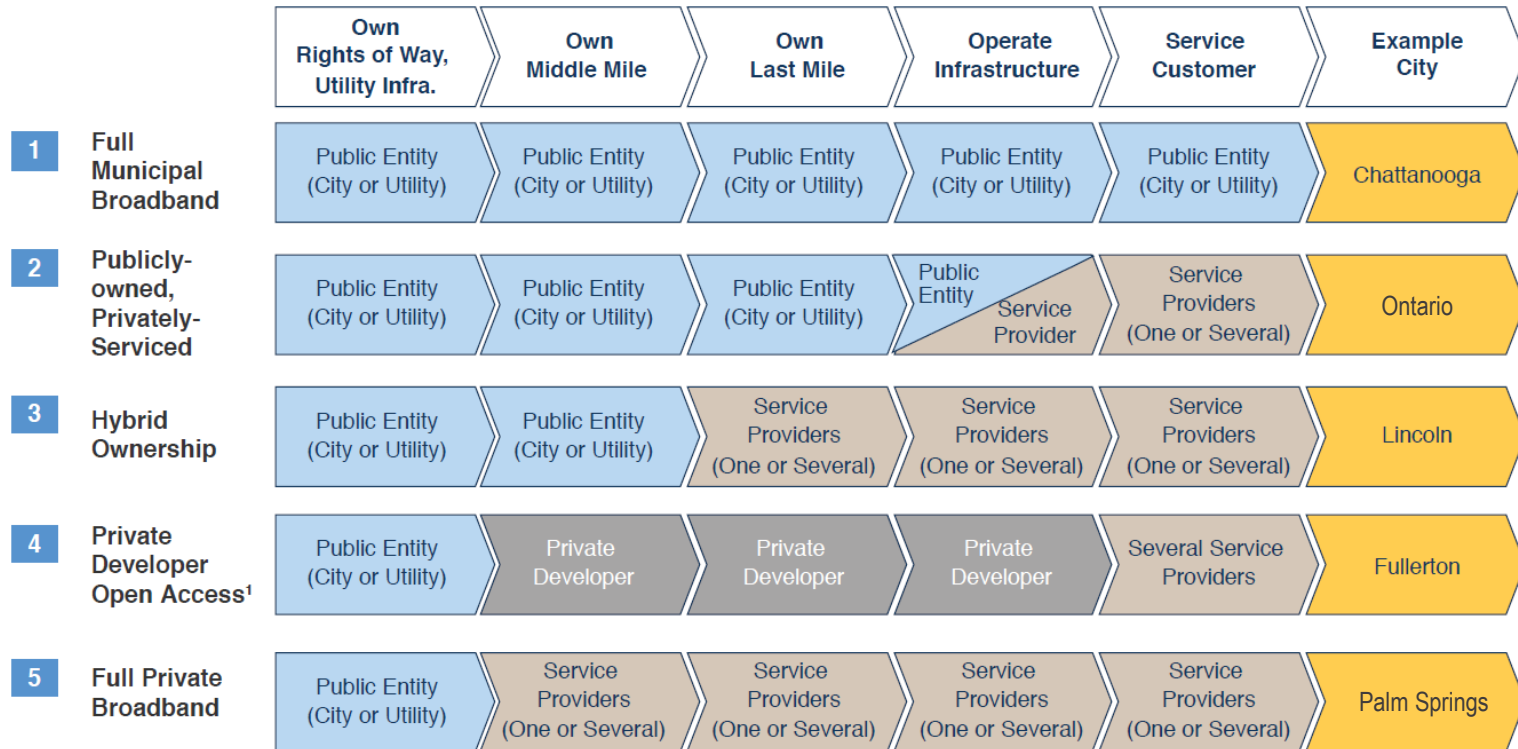
Common Objectives Interaction

A: Align C: Conflict NI: No Impact

	Ubiquity	Choice	Competition	Ownership	Performance	Affordability	Risk Aversion	Cash Flow
Ubiquity		A	A	A	NI	C	C	C
Choice	A		A	A	A	A	C	NI
Competition	A	A		A	A	A	C	NI
Ownership	A	A	A		A	A	A	C
Performance	NI	A	A	A		NI	A	A
Affordability	C	A	A	A	NI		C	C
Risk Aversion	C	C	C	A	A	C		A
Cash Flow	C	NI	NI	C	A	C	A	

Broadband Models

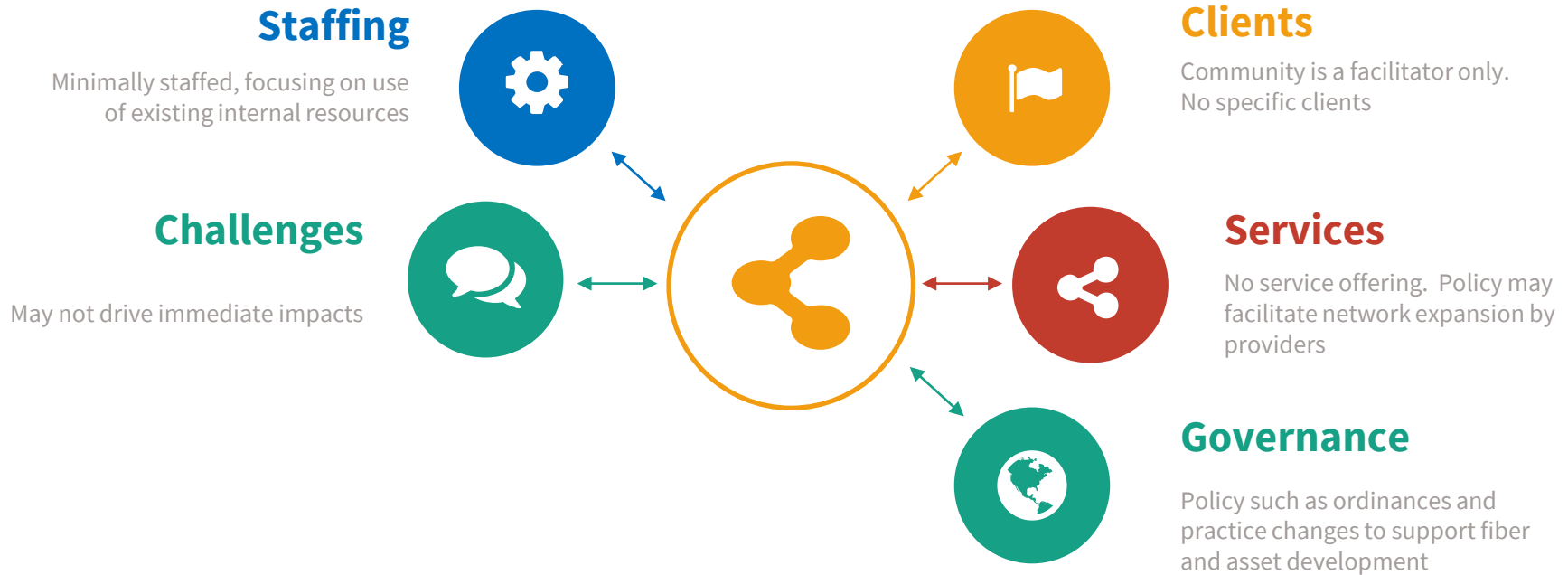
City Main Business Model Options for Broadband Expansion



Note: 1) Private Developer is defined as private company that builds, owns and operates the network infrastructure and offers open access to it to several retail SPs that provide service on the top

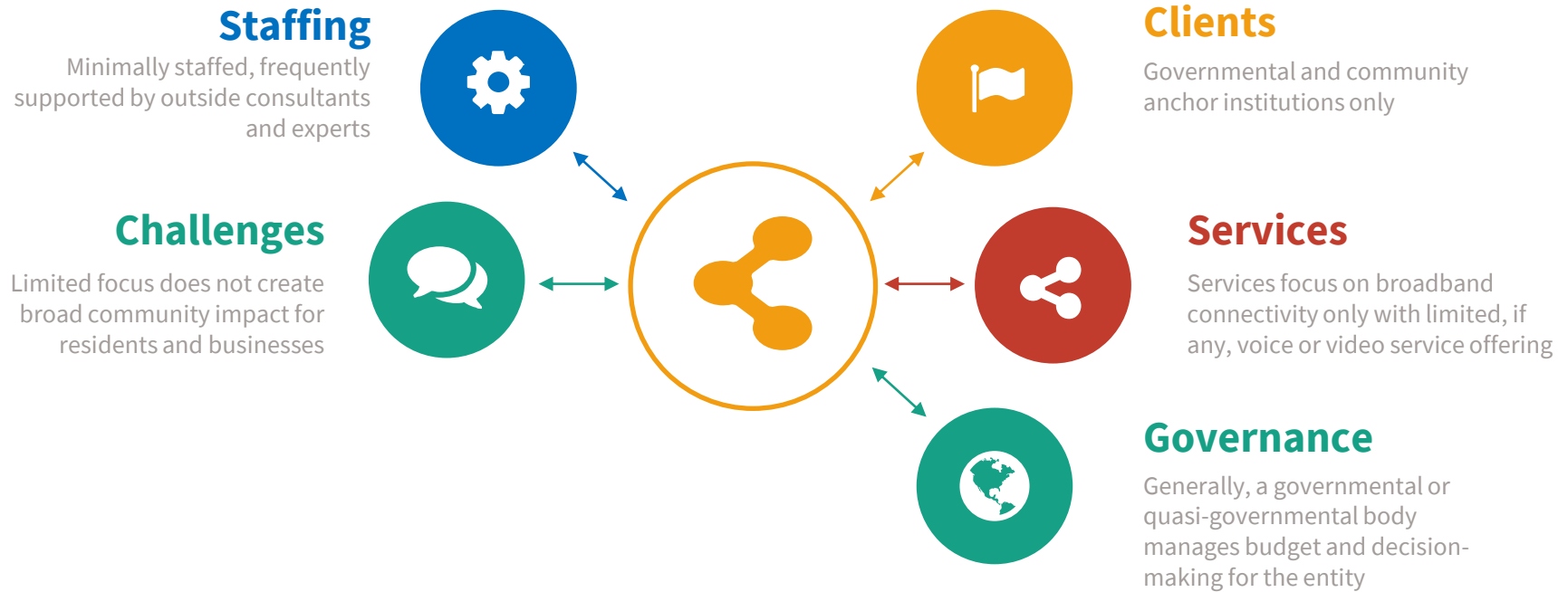
Source: "Broadband Models for Unserved and Underserved Communities" - US Ignite Whitepaper

Model: “Public Policy” Only (4)



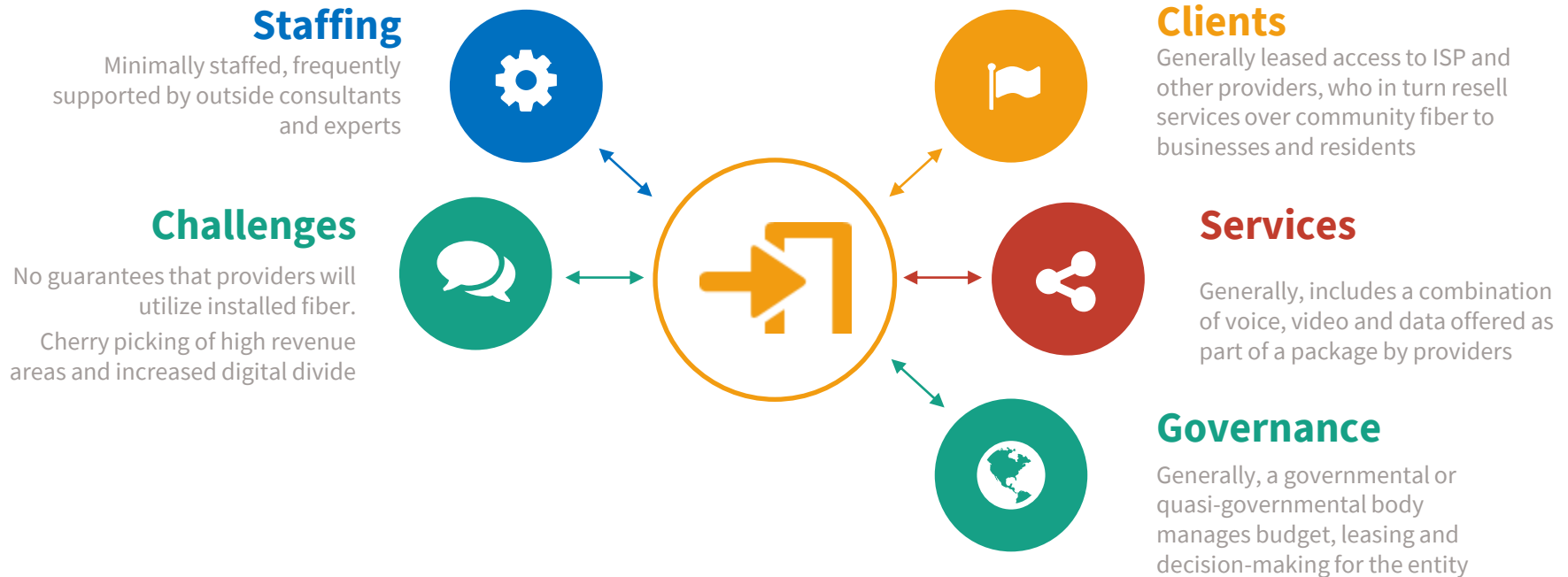
Focus is on being a facilitator for the private sector
 Consider accelerated review and inspection services
“Encourage the private sector to build assets”

Model: Institutional “Middle Mile” (3)



Focus is on community anchor institutions & Services
“Reduce Cost and Improve Public Sector Services”

Model: “Open Access” (2)



Focus is on increasing competition and access to numerous broadband providers

“Build It and They (Providers) Will Come”

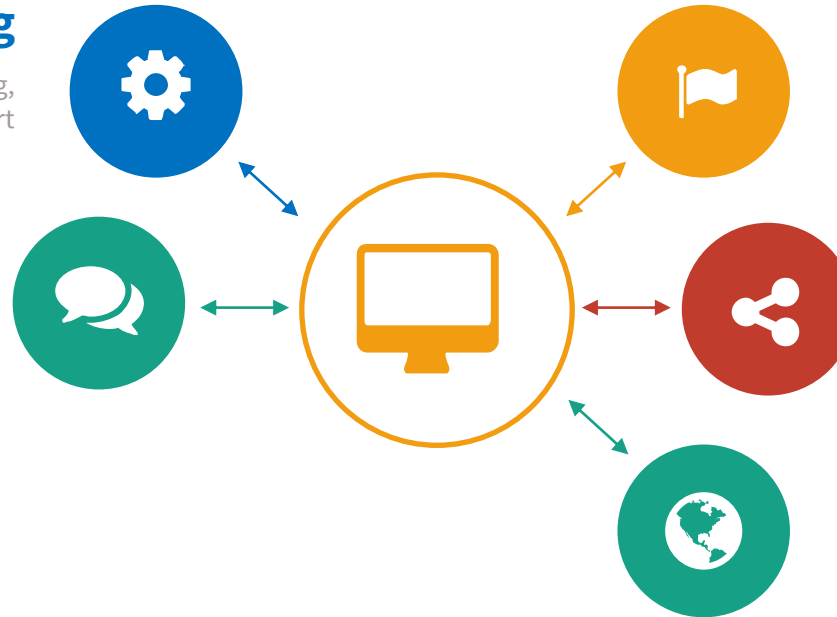
Model: Retail Service (1)

Staffing

Fully staffed across marketing, technology, sales, service, support

Challenges

Communication entity competes with incumbent providers. Complex challenges running ISP. Digital divide issues



Clients

Consumers and/or business customers

Services

Full-service retail products (Voice, Video and Data) for consumers and businesses

Governance

Governmental department or via corporate/private structure

Focus is community-led delivery of complete services to end consumers and/or businesses

“Build It for Residents & Businesses

Thank You!





City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ♦ www.coachella.org

MINUTES

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING

OF THE CITY OF COACHELLA

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

September 11, 2024

5:00 PM – CLOSED SESSION

6:00 PM – REGULAR MEETING

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</p> <p>Or One tap mobile : 16699006833,,88457271898#,,,,*606140#</p> <p>Or Telephone: US: +1 669 900 6833</p> <p>Webinar ID: 884 5727 1898</p> <p>Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
---	---

- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.
- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER:

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:00 p.m.

Mayor Hernandez called for a moment of silence to remember the September 11, 2001 terrorist attacks and for previously retired City Manager David Garcia who passed away.

ROLL CALL:

Present: Councilmember Dr. Figueroa, Councilman Delgado, Councilmember Galarza, Mayor Pro Tem Virgen, and Mayor Hernandez

City Clerk

Absent: City Treasurer

APPROVAL OF AGENDA:

“At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda”

Motion: To approve the agenda

Made by: Councilmember Dr. Figueroa

Seconded by: Mayor Pro Tem Virgen

Approved: 3-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Virgen, and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
City of Coachella v. Cheryl Thomas, et al.
Riverside County Superior Court, Case No. CVPS2203206

Mayor Hernandez stated that he did not participate in the Closed Session item as he owns real property within 1000 feet of such Closed Session item.

RECONVENE REGULAR MEETING:

The City Council reconvened into open session at 6:00 p.m.

PLEDGE OF ALLEGIANCE:

The City Attorney led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

City Attorney made the announcement that the Council voted to approve a settlement agreement with the Thomas party.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

2. Grapefruit 92-kV Switching Station Project Presentation
3. Proclamation Presented to Candelaria Munoz
4. 2024/2025 Special Event Calendar
5. Special Event Drone Options
6. Highway Safety Improvement Program - 2024 Grant Applications
7. Cannabis Business Program Update

Mayor Pro Tem Virgen stepped away at 7:06 p.m. and returned at 7:13 p.m.

WRITTEN COMMUNICATIONS:

None

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member or member of the audience.)

8. Regular Meeting Minutes of July 24, 2024 of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
9. Special Meeting Minutes of July 30, 2024 of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access

Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation

10. Adjourned Special Meeting Minutes of July 31, 2024 of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation Foundation
11. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 and FY 2024-25 Expenditures as of September 11, 2024, \$12,551,881.94
12. Investment Report – June 30, 2024
13. Direct Staff to Conduct the Biennial Review of the City's Conflict of Interest Code (Form 700 Filers)
14. Authorize Execution of a Letter Agreement with Signature Truck Tops for the Purchase of a Forklift, in the amount of \$24,000; Authorize Appropriation of \$24,000 from Unallocated General Fund Reserves
15. Award Professional Services agreement to The Christmas Kings for the Holiday Lighting and Decorations Project No. 061324 for \$50,000; Approve Allocation of \$50,000 from Unallocated General Fund Reserves for Award
16. Authorize the City of Coachella's Tacos, Tequila and Chavelas Festival Beer Garden Operation on October 19, 2024 at Veterans Memorial Park from 4pm to 8pm
17. Appropriate a Budget Allocation of \$90,000 for the City's Annual 2024 Holiday Tree Lighting and Holiday Parade Events, From Unallocated General Fund Reserves
18. Approve Amendment #1 for Change Order to the Previously Approved Purchase Order 16989 Digital Signage System with AVIR, Inc. for the Amount of \$19,485 and Authorize Amendment #2 Time and Materials Invoice for the Amount of \$15,882.61 for the Total Appropriation of \$35,373.61 from Unassigned Fund Balance (General Fund)
19. Resolution 2024-49 Releasing Bonds for Tract Map No. 38084 Sevilla, Pulte Home Company, LLC
20. Approve Resolution 2024-52, A Resolution of the City Council of the City of Coachella Adopting a Statement of Goals and Policies for the Use of the Mello-Roos Community Facilities Act of 1982
21. Approve an Art in Public Places Proposal for a Mural Titled, Listening to the Rain by Nanibah "Nani" Chacon in the Amount of \$24,000

Mayor Hernandez stepped away at 7:20 p.m. and returned at 7:26 p.m. due to having real property within 1000 feet from his project. Mayor Pro Tem Virgen led the discussion.
22. Authorize the City of Coachella to Sponsor the Coachella Container Park Series of Community Events in the Amount of \$45,000

23. Ordinance No. 1212 - An Ordinance Adding Chapter 9.28 to Title 9 of the Coachella Municipal Code Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters in the City (Second Reading)

Motion: To approve the Consent Calendar items except item 22.

Made by: Councilmember Mayor Hernandez

Seconded by: Mayor Pro Tem Virgen

Approved: 5-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Virgen, and Mayor Hernandez

NOES: None

ABSTAIN: Mayor Hernandez abstained from item 21 only

ABSENT: None

Motion: To approve Consent Calendar items 22.

Made by: Councilmember Mayor Hernandez

Seconded by: Mayor Pro Tem Virgen

Approved: 3-2, roll call vote:

AYES: Councilmember Galarza, Mayor Pro Tem Virgen, and Mayor Hernandez

NOES: Councilmember Delgado and Councilmember Dr. Figueroa

ABSTAIN: None

ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

24. Sponsorship of Run With Los Muertos Event:

Sponsorship request from Codex Creation Committee for \$35,000.00 for the 2024 Run With Los Muertos Event

Approval for operation of a beer garden on November 2, 2024 in Downtown Sixth Street from 4pm to midnight.

Councilmember Galarza stepped away at 8:14 p.m. and returned at 8:16 p.m.

Motion: To increase the sponsorship amount from \$35,000 to \$45,000 and approval for operation of a beer garden on November 2, 2024 in Downtown Sixth Street from 4pm to midnight.

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Virgen

Approved: 5-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Virgen, and Mayor Hernandez
 NOES: None
 ABSTAIN: None
 ABSENT: None

25. Sponsorship of Synergy Music and Arts Festival Event:

Approve sponsorship request from Culturas Music & Arts:

Approve sponsorship request from Culturas Music & Arts, in the amount of \$18,600, for the 2024 Synergy Music and Arts Festival Event; or

Approve sponsorship request from Culturas Music & Arts, in the amount of \$28,800, for the 2024 Synergy Music and Arts Festival Event and authorize an allocation of \$10,200 from unallocated general fund reserves.

Approval for operation of a beer garden on November 9, 2024 at Dateland Park from 4pm to midnight.

Councilmember Dr. Figueroa stepped away at 8:28 p.m. and returned at 8:29 p.m.

Motion: To approve item 25.

Made by: Councilmember Dr. Figueroa
 Seconded by: Councilmember Galarza
 Approved: 5-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Virgen, and Mayor Hernandez
 NOES: None
 ABSTAIN: None
 ABSENT: None

Councilmember Galarza excused himself for the remainder of the meeting at 8:32 p.m.

26. Authorize Formation of a 2025 Coachella Agricultural Summit Ad-Hoc Committee and Appoint a Councilmember to the Committee

Motion: To approve the formation of a 2025 Coachella Agricultural Summit Ad-Hoc Committee and appoint Mayor Pro Tem Virgen.

Made by: Mayor Hernandez
 Seconded by: Councilmember Dr Figueroa
 Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

27. Approve First Amendment to the Agreement for Animal Control Field and Shelter Services Between the City of Coachella and the County of Riverside Department of Animal Services to Extend the Contract for One Year in the Amount of \$508,206

Motion: To approve First Amendment to the Agreement for Animal Control Field and Shelter Services Between the City of Coachella and the County of Riverside Department of Animal Services to Extend the Contract for One Year in the Amount of \$508,206

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

28. Agreement for Law Enforcement Services Between the City of Coachella and the County of Riverside From July 1, 2024 through June 30, 2029

Motion: To approve Agreement for Law Enforcement Services Between the City of Coachella and the County of Riverside From July 1, 2024 through June 30, 2029.

Made by: Councilmember Delgado
Seconded by: Mayor Hernandez
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

29. Construction Contract with Urban Habitat in the Amount of \$3,307,524.42 plus 10% Contingency for the Avenue 50 Street and Median Improvements Phase 1, City Project No.ST-93

Mayor Pro Tem Virgen stepped away at 9:28 p.m. and returned at 9:31 p.m.

Motion: To approve Construction Contract with Urban Habitat in the Amount of \$3,307,524.42 plus 10% Contingency for the Avenue 50 Street and Median Improvements Phase 1, City Project No.ST-93

Made by: Councilmember Dr. Figueroa
Seconded by: Councilmember Denise Delgado
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Councilmember Galarza

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

30. Public Hearing on the Formation for Community Facilities District (CFD) 2024-1 Approving:

Resolution 2024-45, for the Formation of Community Facilities District (CFD) 2024-1;

Resolution 2024-46, Calling a Special Election for CFD 2024-1;

Resolution 2024-47, Declaring the Results of the Special Election and Directing Recording of a Notice of Special Tax Lien for CFD No. 2024-01 and

Ordinance 1214, of City of Coachella Community Facilities District No. 2024-1(Public Services) and to Authorize the Levy of a Special Tax Therein to Finance Certain Services.

Mayor Hernandez opened the public hearing at 9:44 p.m. and closed the public hearing at 9:48 p.m.

Motion: Adopt Resolution 2024-45, to Establish City of Coachella Community Facilities District No. 2024-1 (Public Services) to Establish an Appropriations Limit Therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of Special Taxes to the Qualified Electors Thereof.

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Councilmember Galarza

Motion: Adopt Resolution 2024-46, Calling a Special Election and Submitting to the Qualified Electors of City of Coachella Community Facilities District No. 2024-1 (Public Services) Propositions Regarding the Establishment of an Appropriations Limit and the Annual Levy of a Special Tax Within the Community Facilities District.

Made by: Mayor Pro Tem Virgen
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

Motion: Adopt Resolution 2024-47, Declaring the Results of the Special Election in City of Coachella Community Facilities District No. 2024-1 (Public Services) and Directing the Recording of a Notice of Special Tax Lien

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

Motion: Approve First Reading of Ordinance 1214 Levying Special Taxes Within the City of Coachella Community Facilities District No. 2024-1 (Public Services)

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

31. Community Facilities District (CFD No. 2005-01) Annexation No. 36 – (Sevilla II-Pyramid Ranch)

Adopt Resolution No. 2024-48 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 36) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Adopt Resolution No. 2024-50 Acting on Behalf of Coachella Community Facility District No. 2005-01 (Law Enforcement, Fire, and Paramedic Services) Calling a Special Election within Annexation Area No. 36 (Sevilla II-Pyramid Ranch)

Adopt Resolution No. 2024-51 Canvassing The Results of The Election Held Within CFD No. 2005-01 Area No. 36 (Sevilla II-Pyramid Ranch).

Adopt Ordinance No. 1215 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to Said District (1st Reading)

Mayor Hernandez opened the public hearing at 9:57 p.m. and closed the public hearing at 9:59 p.m.

Motion: Adopt Resolution No. 2024-48 Determining the Validity of Prior Proceedings Relating to Annexation of Property (Annexation No. 36) into City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Made by: Mayor Pro Tem Virgen
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

Motion: Adopt Resolution No. 2024-50 Acting on Behalf of City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) Calling a Special Election.

Made by: Mayor Pro Tem Virgen
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

Motion: Adopt Resolution No. 2024-51 Acting on Behalf of City of Coachella Community Facility District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) Canvassing the Results of the Election Held Within Annexation Area No. 36 Annexed to said District.

Made by: Mayor Pro Tem Virgen
Seconded by: Councilmember Dr. Figueroa
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

Motion: Approve First Reading of Ordinance No. 1215 Acting the Legislative Body of City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire, and Paramedic Services) Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to Said District.

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 4-0, Unanimous roll call vote:

AYES: Councilmember Dr. Figueroa, Councilmember Delgado, Mayor Pro Tem Virgen, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: Councilmember Galarza

PUBLIC COMMENTS (NON-AGENDA ITEMS):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

With the time being after the 8:00 p.m. hour and per Resolution No.2019-34, Public Comments were moved up right after item #25 on page 6.

- (1) Daniel Guerrero
- (2) Isidro Zepeda
- (3) Humberto Ruiz

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Pro Tem Virgen adjourned the meeting at 10:19 p.m.

Angela Zepeda
City Clerk

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2279	9/11/2024	54859	AMAZON CAPITAL SERVICES, 1KRP-3KY6-PN	5/15/2024	ACCOUNTING FOR GOVERNMENTAL ACCOUNTING	104.88		
			161Q-6W6D-Y4	1/18/2024	GOVERNMENTAL ACCOUNTING	87.97	192.85	
2280	9/11/2024	53123	GRANICUS	189009	8/22/2024	FIVE CAMERA BROADCAST S	115,793.36	115,793.36
2281	9/11/2024	31705	RIVERSIDE COUNTY FIRE DE	235397	9/3/2024	FY23/24- 4TH QTR FIRE PRO	917,766.45	917,766.45
2282	9/11/2024	54777	WILMINGTON TRUST N. A.	20240504-14115	5/4/2024	COACHELLA 2022B BOND FU	2,000.00	2,000.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							1,035,752.66	

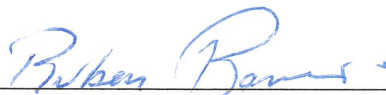
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120518	9/11/2024	54137	CONSERVE LANDCARE LLC 345606	5/31/2024	RPR'D IRRGTN @ DIST 31	415.44	
			334108	4/30/2024	RPR'D IRRGTN @ DIST 17	232.13	647.57
120519	9/11/2024	44836	DESERT CITY GLASS, INC 2011	6/28/2024	INSTLL'D 1" INSULATED GLAS	3,611.46	3,611.46
120520	9/11/2024	51141	FENCEWORKS RENTAL SYST 139874	6/13/2024	6/4-8/2 INSTLLTN+2MO FENC	5,028.94	
			139847	6/11/2024	6/4-8/2 INSTLLTN+2MO FENC	4,937.32	9,966.26
120521	9/11/2024	47192	O'REILLY AUTO PARTS	2/8/2024	TRANS MOUNT, TORQUE MC	342.99	
			2855-241174	2/6/2024	LADDER RACK	222.62	
			2855-242006	2/9/2024	2 JAW PULLER	207.41	
			2855-241356	2/7/2024	REV PULLER	36.96	809.98
120522	9/11/2024	55530	VENLO RV 539663	2/5/2023	13.7GAL PROPANE	51.38	51.38
Sub total for WELLS FARGO BANK:							15,086.65

9 checks in this report.

Grand Total All Checks: 1,050,839.31

Date: September 11, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2283	9/11/2024	54859	AMAZON CAPITAL SERVICES,	1RFM-PM99-TT	7/21/2024	LG 2023 GRAM 17" IPS TOUC	1,838.73
				1F9V-D1QV-97C	8/8/2024	LG GRAM 17Z90R 2023 ULTR	1,457.37
				1FGK-GTGQ-7Y	8/8/2024	LG GRAM 17Z90R 2023 ULTR	1,457.37
				1R6F-VVVJ-3RC	8/28/2024	CORSAIR TC500 LUXE GAMIN	465.89
				1T64-9WNJ-CJV	8/22/2024	HP ENVY 5540 WIRELESS CC	413.24
				1Y77-1RK7-YYD	8/25/2024	SEAGATE ONE TOUCH 2TB P	86.99
				1QY1-HKNC-YQ	9/2/2024	BESWIN OFFICE CHAIR MAT	70.52
				17T6-314P-9J7Y	8/13/2024	SUPCASE UNICORN BEETLE	65.71
				164R-C3FL-61L	9/4/2024	LARGELEAF CHAIR ARMRES	60.57
				1C7R-J6X6-J6G	8/17/2024	LENOVO 16" ECO LAPTOP BA	20.64
				11CR-GWRR-XC	8/25/2024	SANDISK 128GB EXTREME M	18.75
							5,955.78
2284	9/11/2024	45929	BECK OIL, INC.	130412	8/31/2024	PE8/31 GRAFFITI DEPT FUEL	50.79
2285	9/11/2024	43462	BEST BEST & KRIEGER, LLP	1004514	8/30/2024	PE7/31, #80237, GENERAL RE	36,936.93
				1004526	8/30/2024	PE7/31, #80237.00443, G. THC	18,317.20
				1004529	8/30/2024	PE7/31, #80237.00868, TRAVE	10,018.04
				1004523	8/30/2024	PE7/31, #80237.00851, GLEN I	10,009.40
				1004531	8/30/2024	PE7/31, #80237.00500, PRA RI	9,087.00
				1004525	8/30/2024	PE7/31, #80237.00445, DESEF	5,691.21
				1004524	8/30/2024	PE7/31, #80237.00857, RENEV	5,024.20
				1004533	8/30/2024	PE7/31, #80237.00877, LA EN1	3,134.25
				1004517	8/30/2024	PE7/31, #80237.00810, LABOF	2,780.40
				1004522	8/30/2024	PE7/31, #80237.00844, CHROI	2,780.40
				1004527	8/30/2024	PE7/31, #80237.00866, KPC SI	2,494.80
				1004515	8/30/2024	PE7/31, #80237.00211, GENEF	1,799.60
				1004520	8/30/2024	PE7/31, #80237.00835, REAL E	1,633.20
				1004518	8/30/2024	PE7/31, #80237.00819, CODE	1,210.40
				1004530	8/30/2024	PE7/31, #80237.00451, COC V	1,180.60
				1004534	8/30/2024	PE7/31, #80237.00882, ALLIAN	695.10
				1004519	8/30/2024	PE7/31, #80237.00833, TELEC	562.70
				1004532	8/30/2024	PE7/31, #80237.00875, MESQI	496.50
				1004516	8/30/2024	PE7/31, #80237.00220, 1645 6'	322.85
				1004537	8/30/2024	PE7/31, #80237.00874, CENTF	257.60
				1004535	8/30/2024	PE7/31, #80237.00869, AFFOF	132.40
				1004536	8/30/2024	PE7/31, #80237.00883, AIRPO	104.40

Bank : ewfb EFT FOR WELLS FARGO BANK -1 (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			1004521	8/30/2024	PE7/31, #80237.00840, CANN/	66.20	
			1004528	8/30/2024	PE7/31, #80237.00450, GLENF	62.91	114,798.29
2286	9/11/2024	43672	DESERT VALLEY SERVICES INC 643480	8/7/2024	LINER WAXED SANITARY NAI	124.67	
			644029	8/14/2024	NITRILE GLOVES	106.58	
			643481	8/7/2024	AIR FRESH MANGO METERE	52.00	283.25
2287	9/11/2024	44713	FARMER BROTHERS CO. 95676054	8/12/2024	COFFEE, CREAMER, SLEEVE	1,583.86	1,583.86
2288	9/11/2024	51892	HERC RENTALS, INC. 34768972-002	8/6/2024	7/16-8/5 TRUCK BUCKET RNT	5,302.30	5,302.30
2289	9/11/2024	50439	LANTELLIGENCE, INC. 211909	8/29/2024	MITEL IP PHONE IP480G	1,859.63	1,859.63
2290	9/11/2024	55979	PLACER LABS, INC. 12.7224	8/22/2024	AUG2024/25 LOCATION BASE	18,000.00	18,000.00
2291	9/11/2024	55651	SEEK PERSONNEL STAFFING 001778	8/23/2024	WE 8/18: ESPINO+MONROY+	3,404.00	
			001782	8/30/2024	WE 8/25: ESPINO+HERNANDI	3,109.60	6,513.60
2292	9/11/2024	54432	US BANK N.A. 2663453	8/12/2024	COACHELLA SDW REF BDS 2	49,795.51	49,795.51
2293	9/11/2024	54567	VARI SALES CORPORATION 91133137	8/7/2024	ERGO ESD 54X26 (DARK WO	684.15	684.15
2294	9/11/2024	55817	VESTIS SERVICES, LLC AUG2024	8/31/2024	PE8/31, CUST #792282344/45,	4,457.13	
			AUG2024 SAN	8/31/2024	PE8/31, CUST #792282347, UI	1,086.38	
			AUG2024 CC	8/31/2024	PE8/31, CUST #792567364, M/	753.84	6,297.35
T FOR WELLS FARGO BANK -SEPARATE CHECK:							211,124.51

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120523	9/11/2024	54339	AEC TECHNOLOGIES	28311	9/4/2024	REVV STNDRD/EXTREME/CA	2,188.00	2,188.00
120524	9/11/2024	46833	ALTEC INDUSTRIES, INC.	51495699	8/23/2024	TRBLSHT/REPAIRS ON BOOM	3,526.94	3,526.94
120525	9/11/2024	55472	BEDOLLA INVESTMENT LLC	32761597	8/5/2024	9/16 THRONE CHAIR RNTL	150.00	150.00
120526	9/11/2024	54667	BUSTILLOS, LUIS I.	Refund	8/27/2024	FIELD USE REFUND- BGDMA	104.00	104.00
120527	9/11/2024	54844	CARNITASBOY	003	6/8/2024	9/15 EL GRITO VIP CATERING	7,153.92	7,153.92
120528	9/11/2024	00981	CMRTA	100047	8/26/2024	DIV IV MBRSHP MTG REG FE	40.00	40.00
120529	9/11/2024	53220	COACHELLA ACE HARDWARE	7613/1	8/19/2024	C+K INT SG UWB 5G, PAINTE	351.29	
				7648/1	8/26/2024	FD WOOD STN DRK WN QT,	67.97	
				7596/1	8/15/2024	FD WOOD STN DRK WN QT,	36.99	
				7656/1	8/27/2024	MISC FASTENERS	14.70	
				7659/1	8/27/2024	MISC FASTENERS	-3.57	467.38
120530	9/11/2024	54137	CONSERVE LANDCARE LLC	371112	7/31/2024	JULY2024 LNDSCPE MAINT @	60,697.00	
				370960	7/31/2024	LNDSCPE ENHANCEMENT @	16,260.00	
				370961	7/31/2024	TROPICAL STORM DAMAGE I	10,380.77	87,337.77
120531	9/11/2024	50426	CRIME SCENE STERI-CLEAN,	481	8/29/2024	8/29 ROADWAY CLEAN-UP @	900.00	900.00
120532	9/11/2024	09650	CVAG	CV25024-24	8/30/2024	FY24/25 ALAN SEMAN BUS P/	3,000.00	3,000.00
120533	9/11/2024	53007	DESERT PROMOTIONAL &	99934	8/21/2024	32OZ ECOPATRIOT RECYCLE	1,433.33	
				99442	7/12/2024	COACHELLA PROMISE POLO	307.60	
				99590	7/25/2024	COACHELLA PROMISE POLO	112.00	1,852.93

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120534	9/11/2024	48977	EVERON	155920998	8/1/2024	SP-NV2024 EQUIP LSE/EXT S	1,779.47	
				155920979	8/1/2024	SEPT2024 ALARM/EXT SVC P	1,385.97	
				155920980	8/1/2024	SP-NV2024 FIRE/EXT SVC PL	611.42	
				155920996	8/1/2024	SP-NV2024 EQUIP LSE/EXT S	546.14	
				155920983	8/1/2024	SP-NV2024 EQUIP LSE/EXT S	329.02	
				155920985	8/1/2024	SP-NV2024 FIRE/EXT SVC PL	327.00	
				155920997	8/1/2024	SP-NV2024 CELL/ESUITE/FIR	324.00	
				155920986	8/1/2024	SP-NV2024 FIRE, 84625 BAGI	306.30	
				155920978	8/1/2024	SP-NV2024 ALARM/EXT SVC	296.41	
				155920989	8/1/2024	SP-NV2024 ALARM/EXT SVC	278.56	
				155920991	8/1/2024	SP-NV2024 ALARM/EXT SVC	270.09	
				155920988	8/1/2024	SP-NV2024 ALARM/EXT SVC	265.64	
				155920995	8/1/2024	SP-NV2024 ALARM/ESUITE/C	263.57	
				155920993	8/1/2024	SP-NV2024 ALARM/PRIME CE	260.31	
				155920984	8/1/2024	SP-NV2024 ALARM/EXT SVC	255.06	
				155920990	8/1/2024	SP-NV2024 ALARM/EXT SVC	254.21	
				155920992	8/1/2024	SP-NV2024 ALARM/EXT SVC	254.21	
				155920977	8/1/2024	SP-NV2024 ALARM/EXT SVC	250.32	
				155920982	8/1/2024	SP-NV2024 FIRE INSPCTN/MM	234.00	
				155920981	8/1/2024	SP-NV2024 FIRE, 87101 AVE 5	192.00	
				155920994	8/1/2024	SP-NV2024 ALARM, BGDMA S	188.49	
				155920987	8/1/2024	SEPT2024 CELL/EXT SVC PLI	155.28	
							9,027.47	
120535	9/11/2024	15750	FEDEX	8-605-68636	8/30/2024	AUG2024 FEDEX SVCS	185.43	185.43
120536	9/11/2024	51141	FENCEWORKS RENTAL SYST	140503	8/9/2024	7/31-9/30 INSTLLTN+2MO FEN	8,089.96	8,089.96
120537	9/11/2024	44088	FERGUSON ENTERPRISES, IN	4566186	8/5/2024	EB CLST SEAT COMM OFLC \	87.06	87.06
120538	9/11/2024	55819	FERRELLGAS	Sta 8/26/24	8/26/2024	7/29+30, 8/1 PROPANE CHR	2,182.61	2,182.61
120539	9/11/2024	15900	FIESTA FORD, INC.	5123843	8/6/2024	LAMP ASY- REAR	310.59	310.59
120540	9/11/2024	52615	G/M BUSINESS INTERIORS	0296357-IN	8/6/2024	FURNITURE/INSTALLATION F	5,557.94	5,557.94
120541	9/11/2024	01850	GAME TIME	PJI-0244747	8/2/2024	ACCESS ATTACHMENT 3' & 5'	1,093.01	1,093.01
120542	9/11/2024	55660	GANNETT CALIFORNIA LOCAL	0006592293	7/31/2024	JULY2024 PUBLISHED ADS	2,236.48	2,236.48

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120543	9/11/2024	20450	IMPERIAL IRRIGATION DISTRI	50408460-AG24	8/29/2024	AC50408460, 7/30-8/27, WELL	16,162.16
				50035755-AG24	8/29/2024	AC50035755, 7/30-8/27, PUMP	2,811.65
				50371785-AG24	8/29/2024	AC50371785, 7/30-8/27, LIFT S	834.79
				50459796-AG24	8/29/2024	AC50459796, 7/30-8/27	58.85
				50434217-AG24	8/29/2024	AC50434217, 7/30-8/27	44.64
				50459795-AG24	8/29/2024	AC50459795, 7/30-8/27	42.25
				50459819-AG24	8/29/2024	AC50459819, 7/30-8/27	32.53
				50764993-JL/AC	8/20/2024	AC50764993, 7/12-8/12	13.54
120544	9/11/2024	45108	IMPERIAL SPRINKLER SUPPL	0016953751-001	8/6/2024	HUNTER I-25 ULTRA 6" ROTO	693.61
				0017063681-001	8/6/2024	HUNTER SINGLE STA BATT C	235.75
				0017077877-001	8/7/2024	PISTOL GRIP SPRAYER MARI	129.79
				0017035177-001	8/5/2024	ORANGE & PINK MARKING FI	56.56
				0017022599-001	8/5/2024	BLUE MARKING FLAGS	14.14
				0017148006-001	8/12/2024	RB 6 OUTLET MANIFOLD	7.33
							1,137.18
120545	9/11/2024	02301	INDIO COLLISION	50526	8/19/2024	BODY REPAIR ON 2020 FORC	2,415.31
120546	9/11/2024	53801	INFOSEND, INC.	269846	8/30/2024	JUL-AUG2024 UTILITY BILLIN	9,426.61
120547	9/11/2024	55978	KIMLEY-HORN AND ASSOCIAT	129054695	7/31/2024	PE7/31 LOCAL ROAD SAFETY	26,927.50
120548	9/11/2024	24600	LOPES HARDWARE	783	8/14/2024	PAINT, CABLE TIES, BRASS N	255.38
				0000934	8/14/2024	PADLOCK, BRUSH, TAPE, ETC	85.81
							341.19
120549	9/11/2024	55842	MIG, INC.	0087583	8/20/2024	PE7/31 ADA SELF-EVALUATIC	11,838.75
120550	9/11/2024	47192	O'REILLY AUTO PARTS	2855-301314	8/7/2024	WINDOW FILM, 5QT MOTOR	236.27
				2855-294581	7/17/2024	BATTERY	227.21
				2855-301150	8/7/2024	FUNNELS	22.27
				2855-298968	7/31/2024	CONNECTOR, ETC	19.39
							505.14
120551	9/11/2024	51847	PARTY TIME RENTALS	78	9/3/2024	BAL DUE- 9/15 SLIDES+MECH	1,838.00
120552	9/11/2024	02028	PETE'S ROAD SERVICE, INC.	24-0775672-00	8/7/2024	MOUNT/BALANCE NEW TIRE	581.88
				24-0775124-00	8/5/2024	FLAT REPAIR	38.44
							620.32
120553	9/11/2024	52596	PLANIT PRINT WORKS	934266	8/28/2024	BOOKS- MESQUITE WTR CO	804.57
120554	9/11/2024	43209	RAMIREZ, RUBEN	Expn 8/29	8/29/2024	8/29 INTERN BRKFST MTG	109.36
120555	9/11/2024	55266	RIVERSIDE ENGINEERING IN	0724-3102	7/31/2024	RETAINER- HIDDEN HARVES	10,000.00
				0824-2701	8/27/2024	BAL DUE- HIDDEN HARVEST	4,700.00
							14,700.00

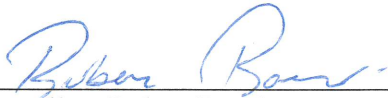
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120556	9/11/2024	35450	SOCALGAS	1377 6th-AG24	8/23/2024	AC 012 623 3791 6, 7/22-8/21	92.72
				1540 7th-AG24	8/23/2024	AC 008 423 3900 4, 7/22-8/21	77.35
				87075Av54-AG2	8/23/2024	AC 123 573 5834 5, 7/22-8/21	58.58
				1515 6th-AG24	8/23/2024	AC 031 523 3700 6, 7/22-8/21	21.04
				84626Bag-AG24	8/23/2024	AC 153 323 6215 9, 7/22-8/21	16.35
				1500 6th-AG24	8/23/2024	AC 020 678 1257 4, 7/22-8/21	15.53
				BagPool-AG24	8/23/2024	AC 069 323 6500 7, 7/22-8/21	14.79
							296.36
120557	9/11/2024	00102	SUNLINE TRANSIT AGENCY	INV08057	7/31/2024	JULY2024 CNG FUEL	1,013.06
120558	9/11/2024	54814	THE CLOWN FAMILY ENTERT	381719	9/3/2024	9/15 FACE PAINTING, ETC @	1,600.00
120559	9/11/2024	38250	TOPS N BARRICADES	1108602	8/14/2024	PAINT WHITE RDRY WP TP 5	2,707.88
				1108630	8/15/2024	REFLECTIVE GLASS BEADS	456.75
							3,164.63
120560	9/11/2024	44978	TRI-STATE MATERIALS, INC.	113210	8/7/2024	DESERT GOLD DG BLENDED	12,706.48
120561	9/11/2024	45053	TYLER TECHNOLOGIES, INC.	045-479572	8/1/2024	AUG2024/25 ERP ANNUAL SA	287,180.00
				045-481711	8/21/2024	8/12 ERP MIGRATION	1,600.00
							288,780.00
120562	9/11/2024	55885	V.M. POOL SERVICES AND RE	263	7/16/2024	JULY2024 FOUNTAIN MAINT S	610.00
				304	8/18/2024	AUG2024 FOUNTAIN MAINT S	610.00
							1,220.00
120563	9/11/2024	55530	VENLO RV	907087	8/7/2024	TT C196 ADJ COUPLER	81.51
							81.51
120564	9/11/2024	49778	WEST COAST ARBORISTS, IN	217827-A	7/31/2024	7/16-31 TREE MAINT @ LLMD	11,559.60
				217828-A	7/31/2024	7/16-31 TREE MAINT @ PARK	4,062.90
							15,622.50
Sub total for WELLS FARGO BANK:							550,640.37

54 checks in this report.

Grand Total All Checks: 761,764.88

Date: September 11, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

apChkLst
09/11/2024 7:18:12AM

Check List
City of Coachella

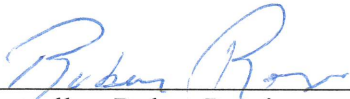
Bank : wfb WELLS FARGO BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
120565	9/11/2024	55980 ROBLEDO, AMALIA	Ref000245792	9/10/2024	UB Refund Cst #00043824 On ,	500.00	500.00
Sub total for WELLS FARGO BANK:							500.00

1 checks in this report.

Grand Total All Checks: 500.00

Date: September 11, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

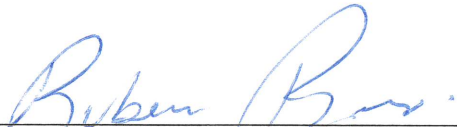
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120566	9/18/2024	55996	ARB, INC	Ref000245909	9/16/2024	UB Refund Cst #00058199	809.18	809.18
120567	9/18/2024	55992	ARMENTA, GLADIZ	Ref000245905	9/16/2024	UB Refund Cst #00053704	94.59	94.59
120568	9/18/2024	55987	ARROYO, AGUSTINA	Ref000245900	9/16/2024	UB Refund Cst #00046243	118.02	118.02
120569	9/18/2024	55986	CORONA, MELISSA	Ref000245898	9/16/2024	UB Refund Cst #00038636	2.08	2.08
120570	9/18/2024	55983	DE LEON, JOE	Ref000245894	9/16/2024	UB Refund Cst #00002703	2.41	2.41
120571	9/18/2024	55990	DELARA, ANTONIO	Ref000245903	9/16/2024	UB Refund Cst #00052228	34.39	34.39
120572	9/18/2024	55989	DIARTE, ESMERALDA	Ref000245902	9/16/2024	UB Refund Cst #00047954	453.45	453.45
120573	9/18/2024	52936	FREGOSO, CECILIA	Ref000245899	9/16/2024	UB Refund Cst #00041813	80.00	80.00
120574	9/18/2024	55991	GARCIA, CARLOS	Ref000245904	9/16/2024	UB Refund Cst #00052439	23.47	23.47
120575	9/18/2024	55985	J & R MONTANA LLC	Ref000245897	9/16/2024	UB Refund Cst #00027468	16.37	16.37
120576	9/18/2024	43369	LUGO, FRANCISCO R	Ref000245895	9/16/2024	UB Refund Cst #00004223	300.00	300.00
120577	9/18/2024	55998	MARTIN MARIETTA S. D. A. LL	Ref000245911	9/16/2024	UB Refund Cst #00058525	592.26	592.26
120578	9/18/2024	55994	QUINTERO, HERMES	Ref000245907	9/16/2024	UB Refund Cst #00056845	78.93	78.93
120579	9/18/2024	55993	RAMIREZ, ASALIA	Ref000245906	9/16/2024	UB Refund Cst #00056622	36.08	36.08
120580	9/18/2024	55984	RANCHO HEIGHTS	Ref000245896	9/16/2024	UB Refund Cst #00020079	336.36	336.36
120581	9/18/2024	55997	REYES, SERGIO	Ref000245910	9/16/2024	UB Refund Cst #00058517	37.83	37.83
120582	9/18/2024	55988	ROMANELLO, BRUNO	Ref000245901	9/16/2024	UB Refund Cst #00047398	73.02	73.02
120583	9/18/2024	55995	VINEYARD VILLAS ASSOCIATI	Ref000245908	9/16/2024	UB Refund Cst #00057417	391.78	391.78

Sub total for WELLS FARGO BANK: 3,480.22

18 checks in this report.

Grand Total All Checks: 3,480.22

Date: September 18, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2295	9/18/2024	54859	AMAZON CAPITAL SERVICES, 1X64-RL9W-C6	9/12/2024	EXPANSION BATTERY B230, I	2,770.95		
			1FKT-NYTM-76	8/30/2024	WAVLINK DISPLAYLINK DOCK	250.43		
			1FP9-GR79-9M	9/11/2024	NETWORK CABLE TESTER	162.95		
			1YGM-76NT-C4	9/10/2024	USB C TO USB ADAPTER, ET	56.50	3,240.83	
2296	9/18/2024	45929	BECK OIL, INC.	130348	8/31/2024	PE8/31 WATER DEPT FUEL	1,377.50	
				130351	8/31/2024	PE8/31 PARKS DEPT FUEL	772.88	
				130383	8/31/2024	PE8/31 SANITARY DEPT FUEL	689.92	
				130373	8/31/2024	PE8/31 CODE ENF DEPT FUE	671.14	
				130346	8/31/2024	PE8/31 STREETS DEPT FUEL	588.73	
				130364	8/31/2024	PE8/31 VEHICLE MAINT DEPT	503.76	
				130365	8/31/2024	PE8/31 SENIOR CNTR FUEL	312.46	
				130340	8/31/2024	PE8/31 ENG DEPT FUEL	180.59	
				130342	8/31/2024	PE8/31 LLMD DEPT FUEL	164.79	
				130387	8/31/2024	PE8/31 BLDG MAINT DEPT FL	87.30	
				130388	8/31/2024	PE8/31 ADMIN DEPT FUEL	83.57	
							5,432.64	
2297	9/18/2024	49486	BRC CONSTRUCTION	1013	8/12/2024	RPR'D FENCE @ WELL #11	1,124.00	1,124.00
2298	9/18/2024	43862	BRENTAG PACIFIC, INC	BPI453567	8/19/2024	APPLIED CREDIT INV #BPI45:	5,904.85	5,904.85
2299	9/18/2024	53085	COUNTY OF RIVERSIDE	INV-00294412	9/9/2024	SUPP DEPOSIT- AVE 50/JACK	5,000.00	5,000.00
2300	9/18/2024	49858	CV PIPELINE CORP.	S3509	8/15/2024	8/13 VIDEO PIPE INSPECTION	1,300.00	1,300.00
2301	9/18/2024	44036	DE LAGE LANDEN PUBLIC	83046523	9/11/2024	ACC #1338330, COLOR COPIE	216.41	216.41
2302	9/18/2024	53389	DESERT CONCEPTS CONST	F23399	6/30/2024	RETENTION- DECORATIVE EI	27,074.00	27,074.00
2303	9/18/2024	43672	DESERT VALLEY SERVICES	IN644608	8/21/2024	NAPKIN DISP 1PL MEGA CAR	632.38	632.38
2304	9/18/2024	49100	GOLDMAN, RONALD A.	July/Aug2024	8/31/2024	JULY/AUG2024 SVCS: KPC, L	2,393.00	2,393.00
2305	9/18/2024	00207	GRAINGER INC	9221199806	8/19/2024	6IN CAP & 90 LONG SWEEP E	60.64	60.64
2306	9/18/2024	00996	HOME DEPOT	3174704	8/21/2024	LRG LIGHTWEIGHT WORK G	34.73	34.73
2307	9/18/2024	44957	INTERWEST CONSULTING	GF362558	5/13/2024	APR2024 PLAN REVIEW SVC:	9,120.00	
				631705	9/9/2024	AUG2024 PLAN REVIEW SVC	2,400.00	11,520.00
2308	9/18/2024	52988	KOUNKUEY DESIGN INITIATIV	2420.01.770	4/30/2024	3/19-4/26 TCC PROGRAM SV	4,000.00	4,000.00
2309	9/18/2024	54912	MISSION ASSET FUND	SIN005211	8/1/2024	8TH- IMMIGRANT FAMILIES R	126,000.00	126,000.00
2310	9/18/2024	53552	QUENCH USA, INC.	INV07898489	9/1/2024	AC D347648, SEP2024 RNTL,	39.47	
				INV07906684	9/1/2024	AC D347651, SEP2024 RNTL,	39.47	78.94
2311	9/18/2024	32950	SAFETY-KLEEN SYSTEMS, IN	95022690	8/9/2024	8/7 SVC	303.67	303.67
2312	9/18/2024	55424	SCA OF CA, LLC	109642CS	8/29/2024	8/16 STREET SWEEPING	400.00	400.00

Bank : ewfb EFT FOR WELLS FARGO BANK - (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2313	9/18/2024	55651	SEEK PERSONNEL STAFFING	001779	8/23/2024	WE 8/18: I. HERNANDEZ	1,619.20
				001783	8/30/2024	WE 8/25: I. HERNANDEZ	1,619.20
				001795	9/5/2024	WE 9/1: I. HERNANDEZ	1,619.20
							4,857.60
2314	9/18/2024	48436	UNIVAR SOLUTIONS USA INC.	52336386	8/14/2024	SODIUM HYPOCHLORITE	11,455.31
2315	9/18/2024	50629	VINTAGE ASSOCIATES, INC	233825	8/15/2024	AUG2024 LNDSCPE MAINT @	12,700.00
				233831	8/15/2024	AUG2024 LNDSCPE MAINT @	10,135.00
				233829	8/15/2024	AUG2024 LNDSCPE MAINT @	5,300.00
				233826	8/15/2024	AUG2024 LNDSCPE MAINT @	5,247.00
				233832	8/15/2024	AUG2024 LNDSCPE MAINT @	5,050.00
				233929	8/21/2024	RPLC'D SOD @ BGDMA PK S	2,840.00
				233410	6/25/2024	INSTLL'D SUMMER FLOWERS	2,400.00
				233984	8/28/2024	PARKS CHEMICAL SPRAY	1,463.00
				233409	6/25/2024	SIDEWALK CLEAN-UP @ GR/	1,160.00
				233986	8/28/2024	INSTLL'D MASTER VALVE @ C	225.00
				233987	8/28/2024	INSTLL'D 4 STA NODE IRRGT	210.00
				233985	8/28/2024	RPLC'D 1" VALVE @ DE ORO	175.00
							46,905.00
2316	9/18/2024	48364	WEST COAST TURF	INV138781	8/14/2024	TIFTUF SOD	5,328.75
				INV139023	8/16/2024	BANDERA SOD	4,263.00
				INV138868	8/15/2024	TIFTUF SOD	3,316.88
				INV138869	8/15/2024	TIFTUF SOD	3,316.88
				INV138774	8/14/2024	TIFTUF SOD	3,045.00
				INV138870	8/15/2024	TIFTUF SOD	1,522.50
				INV139405	8/20/2024	TIFTUF SOD	1,522.50
							22,315.51
2317	9/18/2024	51697	WESTERN WATER WORKS S	1409401-03	8/23/2024	DI HYD 6H DI CAPS 1 1/8 PEN	6,008.66
				1409845-00	8/13/2024	ADPTR FCT X QJ 110 COMP C	1,915.20
				1408382-01	8/13/2024	1 1/4X1 ADAPTER FCT X QJ C	1,425.72
				1409789-00	8/5/2024	SOFT COPPER TUBING 100F	1,120.13
				1408366-01	8/13/2024	CPLG INSTA-TITE PEP	918.72
				1409846-00	8/13/2024	5/8X2-1/2 BRZ B/N	630.75
				1409846-01	8/23/2024	5/8X2-1/2 BRZ B/N	456.75
				1409757-00	8/6/2024	SINGLE BAND FULL CIRCLE C	438.70
				1409796-00	8/6/2024	4FT SS PROBE	315.16
				1409836-00	8/12/2024	6X12 SS REPAIR CLAMP	244.69
				1409757-01	8/23/2024	SINGLE BAND FULL CIRCLE C	219.35
				1409844-00	8/23/2024	PIPE BEVELING TOOL	196.84
							13,890.67

Bank : ewfb EFT FOR WELLS FARGO BANK - (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2318	9/18/2024	54272	WILLDAN	002-32680	9/3/2024	AUG2024 BLDG AND SAFETY	23,562.50	23,562.50
2319	9/18/2024	00384	WILLDAN FINANCIAL SERVICE	010-59648	9/12/2024	PE8/23 COST ALLOCATION PI	2,660.00	2,660.00
2320	9/18/2024	54719	YUNEX LLC	5610002909	8/23/2024	JULY2024 TRAFFIC SIGNAL C	5,558.80	
				90002732	8/23/2024	JULY2024 TRAFFIC SIGNAL M	2,071.50	7,630.30
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:								327,992.98

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120584	9/18/2024	54926	AIR QUALITY TESTING SERVI	2024-02-21-058	8/19/2024	PROCEDURE 5 PLAN @ 5215	2,000.00	2,000.00
120585	9/18/2024	55142	AKEL ENGINEERING GROUP,	241204-01	8/26/2024	PE7/31 SVC AREA EXHIBITS (1,739.75	1,739.75
120586	9/18/2024	01436	AMERICAN FORENSIC NURSE	78992	9/11/2024	JULY-AUG2024 BLOOD DRAW	280.00	280.00
120587	9/18/2024	54389	AVSU, INC.	INV-10559	8/23/2024	DEPOSIT- 10/22 STATE OF TH	1,943.75	1,943.75
120588	9/18/2024	50383	BOSS DESIGNS	569	9/12/2024	WINDOW GRAPHICS & COAC	750.38	750.38
120589	9/18/2024	50977	BRISAS AIR CONDITIONING IN	1119871-1	8/15/2024	RPLC'D FAN MOTOR @ 1515	925.00	925.00
120590	9/18/2024	46356	C.V. CONSERVATION COMMIS	Aug2024	9/12/2024	AUG2024 LDMF MULTI-SPECI	51,040.54	51,040.54
120591	9/18/2024	53220	COACHELLA ACE HARDWARE	7660/1	8/28/2024	1/2" STR LQD-TIGHT CONN, E	96.98	
				7607/1	8/18/2024	GARDEN HOSE, ETC	82.59	
				7630/1	8/22/2024	GORILLA TAPE, MED O-RING	64.18	
				7632/1	8/22/2024	ALL SEASONS HOSE, ETC	58.89	
				7537/1	8/5/2024	KEYKRAFTER #264 BRASS	26.04	
				7619/1	8/20/2024	SANDING SPONGE & PUTTY	20.09	
				7612/1	8/19/2024	SAFARI HAT W/ FLAP	15.21	
				7610/1	8/19/2024	PESTBLOCK SLNT+SD 12OZ	14.12	
				7654/1	8/27/2024	ALUM FLAT BAR	9.23	387.33
120592	9/18/2024	54137	CONSERVE LANDCARE LLC	359298-R	6/30/2024	RPLC'D HUNTER @ DIST 33	137.88	137.88
120593	9/18/2024	09650	CVAG	Aug2024	9/11/2024	AUG2024 TUMF FEES	225,620.68	
				CV24345-24	9/13/2024	4TH QTR- FY23/24 (AP-JN) AE	10,714.24	
				CV25035-24	9/6/2024	JULY2024 ATP- ARTS & MUSI	1,250.97	
				CV25021-24	8/30/2024	JULY2024 ATP- ARTS & MUSI	204.36	237,790.25
120594	9/18/2024	09950	CVWD	July 2024	8/1/2024	BAL DUE- CN 332543, JULY20	39,799.09	39,799.09
120595	9/18/2024	50103	D&H WATER SYSTEMS	I2024-1097	8/20/2024	DETERGENT ADDITIVE & K IC	1,437.37	
				I2024-1109	8/23/2024	PM MICRO 2000 ANALYZER (I	1,129.11	2,566.48
120596	9/18/2024	53007	DESERT PROMOTIONAL &	99883	8/16/2024	POLOS W/ EMBROIDERY	187.18	
				99173	6/25/2024	COACHELLA PROMISE POLO	764.32	
				100038	8/27/2024	POLOS+SHIRTS W/ EMBROI	317.55	
				99965	8/22/2024	POLOS+SHIRTS W/ EMBROI	222.94	
				98426	5/10/2024	POLOS+CARDIGAN+SHIRTS	216.41	1,708.40
120597	9/18/2024	55982	DESERT TERRAIN LANDSCAF	1133	9/6/2024	DEBRIS & BUSH CLEAN-UP @	2,920.00	2,920.00
120598	9/18/2024	42442	DIRECTV	018084532X240	8/26/2024	8/25-9/24 BUSINESS ENT PAC	200.52	200.52
120599	9/18/2024	55527	DOKKEN ENGINEERING	46836	8/12/2024	PE7/31 GRPFRT/AIRPORT BL'	18,995.00	18,995.00
120600	9/18/2024	53880	EBERHARD EQUIPMENT NO.	223754	8/21/2024	820-231C TINE, ETC	1,475.73	
				23753	8/21/2024	AE50-058 TINE	1,076.92	2,552.65
120601	9/18/2024	15750	FEDEX	8-613-04403	9/6/2024	AUG2024 FEDEX SVCS	9.75	9.75

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
120602	9/18/2024	54325	FELIX, JR., DOMINGO	Trvl Exp 8/5-9	8/13/2024	TRVL EXP 8/5-9, TRI-STATE S	453.76	453.76
120603	9/18/2024	51021	FIGUEROA, FRANK	Trvl Exp 8/7-8	9/11/2024	TRVL EXP 8/7-8, CA LGBTQ+ I	242.96	242.96
120604	9/18/2024	51494	GARDA CL WEST, INC.	10792444	9/1/2024	SEPT2024 CASHLINK MAINTEN	1,558.94	
				10792438	9/1/2024	SEPT2024 ARMORED TRANS	1,254.78	2,813.72
120605	9/18/2024	53650	GONZALEZ DE LEON, MARICES	Scholarship	9/4/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
120606	9/18/2024	54740	HEPTAGON SEVEN CONSULT	20240807	8/30/2024	PE8/30 MONUMENT REHAB S	19,740.00	
				20240806	8/30/2024	AUG2024 PARKING EXHIBIT S	1,100.00	20,840.00
120607	9/18/2024	44204	HUERTA, JR, ROBERTO	Trvl Exp 8/5-9	8/13/2024	TRVL EXP 8/5-9, TRI-STATE S	453.76	453.76
120608	9/18/2024	54895	HV ENTERTAINMENT	1357	7/18/2024	9/15 SOUND+STAGE+LIGHTIN	29,800.00	29,800.00
120609	9/18/2024	20450	IMPERIAL IRRIGATION DISTRI	50705542-AG24	9/5/2024	AC50705542, 8/1-9/3, PERMIT	3,059.98	
				50509172-AG24	9/5/2024	AC50509172, 8/1-9/2, CORP Y	2,378.23	
				50705544-AG24	9/5/2024	AC50705544, 8/1-9/3, PERMIT	209.46	
				50217597-AG24	9/5/2024	AC50217597, 8/1-9/3	51.68	
				50035836-AG24	9/9/2024	AC50035836, 8/1-9/3, WELL #1	30.64	
				50487676-AG24	9/5/2024	AC50487676, 8/1-9/3, LIFT ST/	15.27	5,745.26
120610	9/18/2024	45108	IMPERIAL SPRINKLER SUPPL	0016858769-001	7/25/2024	J R SIMPLOT BEST EVERGRE	2,852.73	
				0017320247-001	8/22/2024	SLIP FIX 2", IPS PVC PRIMER	388.08	
				0016846496-001	7/25/2024	RB ESP TM 12 STA CONTROL	238.94	3,479.75
120611	9/18/2024	02301	INDIO COLLISION	50532	8/26/2024	BODY REPAIR ON 2023 FORD	1,383.00	1,383.00
120612	9/18/2024	01948	KIMBALL MIDWEST	102497482	8/12/2024	KNIFE	26.48	26.48
120613	9/18/2024	47328	KONICA MINOLTA	45475950	8/31/2024	C550I, 1515 6TH ST, AUG 202	641.01	641.01
120614	9/18/2024	45051	LAMAR OF PALM SPRINGS	116270754	8/27/2024	8/27 POSTER PAPER	150.00	150.00
120615	9/18/2024	24600	LOPES HARDWARE	0000967	8/28/2024	SENIOR CENTER SUPPLIES	18.48	18.48
120616	9/18/2024	55981	LOPEZ, CARLOS	Scholarship	9/10/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
120617	9/18/2024	49857	MANPOWER US INC.	38888221	8/18/2024	WE 8/18: DURAN+VARGAS	2,860.94	
				38901982	8/25/2024	WE 8/25: DURAN+VARGAS	2,638.10	5,499.04
120618	9/18/2024	55038	MEDINA ZENDEJAS COMMUN	1597	10/5/2023	RPR'D MANHOLE & CONCRE	2,000.00	2,000.00
120619	9/18/2024	55951	MORALES, JOVANNA	Scholarship	9/3/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
120620	9/18/2024	47192	O'REILLY AUTO PARTS	2855-304921	8/19/2024	BATTERY	150.39	150.39
120621	9/18/2024	52650	PALMS TO PINES PRINTING A	0827COCWBO-I	9/4/2024	24OZ POLYSURE WATER BO	8,290.88	
				0827COCBC-FA	9/6/2024	16" TWO-TONED INFLATABLE	6,223.94	
				0827COCFAK-F,	9/4/2024	FIRST AID KIT	4,730.65	
				0828COCHDFA-	9/4/2024	PLASTIC HAND FAN	3,168.50	22,413.97
120622	9/18/2024	55999	PEREZ, APRIL MONIQUE	Refund	9/11/2024	DEPOSIT REFUND- 9/7 COMM	300.00	300.00
120623	9/18/2024	01395	PJ'S DESERT TROPHIES & GII	27528	8/29/2024	18"X23" CUSTOM CAST BRZ I	2,616.06	2,616.06

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120624	9/18/2024	42759	PROPER SOLUTIONS, INC. 16307	8/30/2024	WE 8/30: L. SANCHEZ ROSAL	1,082.12	1,082.12
120625	9/18/2024	52306	QUINN COMPANY 28059004	8/8/2024	7/17-8/1 SKID STEER & 24" CC	3,692.35	
			28532902	8/26/2024	7/10-8/1 SSL/MTL/CTL BUCKE	532.41	4,224.76
120626	9/18/2024	42443	RDO EQUIPMENT CO. E0319745	8/16/2024	2020 JOHN DEERE 310LEP B/	99,992.98	99,992.98
120627	9/18/2024	54500	RELIABLE TRANSLATIONS CC28678	8/29/2024	8/29 DOCUMENT TRANSLATI	80.00	
			28677	8/29/2024	8/29 BROADBAND SURVEY TI	889.92	
			28781	9/11/2024	9/11 CC MTG SVCS	833.00	
			28760	9/10/2024	9/10 DOCUMENT TRANSLATI	236.00	2,038.92
120628	9/18/2024	52365	RESORT PARKING SERVICES9996	9/16/2024	9/14-15 EL GRITO PARKING S	6,301.05	6,301.05
120629	9/18/2024	51785	RMC WATER AND ENVIRONM28079	8/19/2024	PE7/26 MESQUITE & AMEZCL	14,199.95	14,199.95
120630	9/18/2024	55657	SARINANA, BRENDA Scholarship	9/4/2024	2024 CYBSA SCHOLARSHIP-	50.00	50.00
120631	9/18/2024	54972	SOUTHWEST CARPENTERS LRefund	9/11/2024	DEPOSIT REFUND- 9/7 LIBRA	300.00	300.00
120632	9/18/2024	54620	SOUTHWEST PROTECTIVE S13087	8/1/2024	JULY2024 PATROL SVCS @ LI	5,039.10	
			13088	8/1/2024	JULY2024 SECURITY SVCS @	7,814.10	
			12937	6/1/2024	MAY2024 PATROL SVCS @ BI	7,696.08	
			13089	8/1/2024	JULY2024 PATROL SVCS @ B	7,696.08	
			12935	6/1/2024	MAY2024 SECURITY SVCS @	7,653.98	
			13036	7/1/2024	JUNE2024 PATROL SVCS @ E	7,329.60	
			13035	7/1/2024	JUNE2024 SECURITY SVCS @	7,045.50	
			12938	6/1/2024	MAY2024 SECURITY SVCS @	6,200.04	
			13086	8/1/2024	JULY2024 SECURITY SVCS @	6,200.04	
			13033	7/1/2024	JUNE2024 SECURITY SVCS @	5,636.40	
			12936	6/1/2024	MAY2024 PATROL SVCS @ LL	5,497.20	
			13034	7/1/2024	JUNE2024 PATROL SVCS @ L	5,497.20	79,305.32
120633	9/18/2024	47319	SPARKLETTS 9467308 082424	8/24/2024	AUG2024 WATER @ SANITAR	223.39	223.39
120634	9/18/2024	55659	STAPLES 6007389476	7/25/2024	STPLS 150SHT MICRO CUT SI	174.49	
			6007389479	7/25/2024	MX MASTER 3S BLK, ETC	155.32	
			6007389484	7/25/2024	STPLS MULTIUSE PAPER, BIC	151.98	
			6007389474	7/25/2024	KLEENEX LOTION 4PK, CALL	126.06	
			6010033020	8/25/2024	STPLS 8.5X11 COPY CS	98.94	
			6010033021	8/25/2024	PUFFS PLUS & STPLS 8.5X11	66.33	
			6007389473	7/25/2024	M HERRINGBONE STORAGE	16.18	789.30
120635	9/18/2024	54949	STEVE HODGES BACKFLOW 2083	6/5/2024	RPR'D SVC LINES @ AVENID/	880.00	880.00

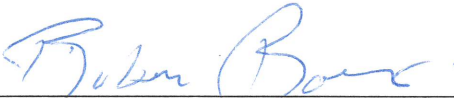
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
120636	9/18/2024	54550	TBU INC.	50325	8/15/2024	EMERGENCY WTR LEAK RPF	10,864.57
				50318	8/6/2024	EMERGENCY WTR LEAK RPF	6,416.91
				50338	8/21/2024	RPR'D WTR METER @ 1293 6	5,650.07
				50311	8/1/2024	INSTLL'D 2" WTR METER @ 1	2,796.30
							25,727.85
120637	9/18/2024	43837	TERRA NOVA PLANNING & RETN022212	1	9/1/2024	PE8/31 AIRPORT BUSINESS F	1,170.00
120638	9/18/2024	54601	THE LEAP INSTITUTE	1	6/30/2024	2/13-6/30 TCC PROGRAM SVC	4,000.00
120639	9/18/2024	49033	THE PUBLIC RESTROOM COM25753	1108664	8/31/2024	PRE-FAB BUILDING INSTLLTN	96,161.00
120640	9/18/2024	38250	TOPS N BARRICADES	1108664	8/16/2024	MESH CLASS II LIME W/ SLV,	123.05
120641	9/18/2024	44978	TRI-STATE MATERIALS, INC.	113327	8/13/2024	DESERT GOLD DG BLENDED	15,872.62
120642	9/18/2024	55669	VEGA, ABRAHAM	Trvl Exp 8/5-8	8/21/2024	TRVL EXP 8/5-8, TRI-STATE S	601.34
120643	9/18/2024	55530	VENLO RV	907091	8/21/2024	9.4GAL PROPANE	38.33
120644	9/18/2024	44966	VERIZON WIRELESS	9972771680	9/1/2024	AC371867190-00001, 8/2-9/1	6,354.54
				9972771681	9/1/2024	AC371867190-00002, 8/2-9/1	346.56
							6,701.10
120645	9/18/2024	53200	WEST CALI PLUMBING	1730	9/4/2024	INSTLL'D SENSOR FAUCETS,	3,312.15
				1687	9/3/2024	INSTLL'D A PUSH BUTTON FL	1,375.15
							4,687.30
120646	9/18/2024	49778	WEST COAST ARBORISTS, IN218189	218193	8/15/2024	8/1-15 TREE MAINT @ PARKS	1,583.10
				218193	8/15/2024	8/1-15 TREE MAINT @ STREE	148.20
							1,731.30
120647	9/18/2024	48971	XPRESS GRAPHICS & PRINTII24-64590	24-64251	9/11/2024	EMERGENCY PREPAREDNES	795.73
				24-64251	8/23/2024	VETERAN POLE BANNERS	749.46
				24-64559	9/10/2024	BAGDOUMA PARK GROUNDE	31.01
							1,576.20
Sub total for WELLS FARGO BANK:							832,702.29

90 checks in this report.

Grand Total All Checks: 1,160,695.27

Date: September 18, 2024



Controller: Ruben Ramirez



City Manager: Gabriel Martin



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Community Facilities District (CFD No. 2005-01) Annexation 36 – (Sevilla II-Pyramid Ranch)

SPECIFICS: Ordinance No. 1215 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to Said District (2nd Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council take the following action:

- 1) Adopt Ordinance No. 1215 Authorizing the Levy of a Special Tax within Annexation Area No. 36 Annexed to CFD No. 2005-01.

BACKGROUND:

On September 14, 2005 the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended. The District and several annexations of territory have been established in the City of Coachella over the past 17 years. The annexation areas consist of new residential subdivisions and multifamily residential development projects.

On July 24, 2024, the City Council adopted Resolution No. 2024-40 stating its intention to annex certain property (APN# 779-280-002 and 779-320-001), consisting of the Pyramid Ranch project (previously known as Sevilla II) (“Annexation Area No. 36”) into the District pursuant to the Act. A copy of Resolution No. 2040-40 which includes a description and map of Annexation Area No. 36, and the rate and method of apportionment and manner of collection of the special tax are on file with the City Clerk.

DISCUSSION/ANALYSIS

Pursuant to the conditions of approval imposed on the Pyramid Project which includes construction of a new 204 single-residential community on 39.35 acres generally located west of Van Buren Street and south of Avenue 50, the project site must be annexed into the City-wide Community

Facilities District (CFD No. 2005-01). The City Council took the first step in this process by adopting a resolution of intention on July 24, 2024 (Resolution No. 2024-40). The City Council canvassed the results of the special election on September 11, 2024 and the property owner voted in favor of annexing into the CFD 2005-1 and therefore approved Ordinance No. 1215 on first reading to authorize the levy of the special tax for Annexation Area No. 36. The City Council must take action to adopt Ordinance No. 1215 by second reading in order to levy the special tax within Annexation 36.

FISCAL IMPACT:

The ordinance action would pave the way to annex the Pyramid Ranch site (Annexation No. 36) into the City-wide CFD which would collect an annual assessment that pays for Law Enforcement, Fire and Paramedic Services. The current rate and apportionment method would collect \$1,516.52 for every dwelling unit that is constructed within the developed multifamily residential project. Ultimately, these funds will be used to augment the operating costs for police, fire, and paramedic services in the City of Coachella.

ALTERNATIVES:

1. Adopt the attached resolutions and introduce Ordinance 1215 (2nd Reading)
2. Continue this item and provide staff with direction.
3. Take no action.

RECOMMENDED ALTERNATIVE(S):

Staff recommends alternative #1.

Attachments:

1. Ordinance No. 1215 (2nd Reading)
2. Exhibit A - Rate and Method (CFD 2005-01)
3. Exhibit B - CFD Annexation Map 36

ORDINANCE NO. 1215

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING AS THE LEGISLATIVE BODY OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 36 ANNEXED TO SAID DISTRICT

WHEREAS, on July 24, 2024, the City Council (the “Council”) of the City of Coachella, California (the “City”), adopted Resolution No. 2024-40 stating its intention to annex certain properties, consisting of Sevilla II – Pyramid Ranch (“Annexation Area No. 36”), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”); and

WHEREAS, notice was published as required by law relative to the intention of the Council to annex Annexation Area No. 36 into the District; and

WHEREAS, on September 11, 2024 this Council held a noticed public hearing as required by law relative to the determination to proceed with the annexation of Annexation Area No. 36 into the District and the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 36 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 36 were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2024-48 determining the validity of prior proceedings relative to the annexation of Annexation Area No. 36 into the District and authorized the levy of a special tax within Annexation Area No. 36; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2024-50 which called an election within Annexation Area No. 36, for September 11, 2024 on the proposition of levying a special tax; and

WHEREAS, on September 11, 2024 an election was held within Annexation Area No. 36, in which the eligible electors approved by more than two-thirds vote the proposition of levying a special tax;

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA AS FOLLOWS:

Section 1. A special tax is levied within the boundaries of Annexation Area No. 36 Exhibit “B”, pursuant to the formula set forth in Exhibit “A” attached hereto and incorporated by reference in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 36, prior to the annexation of Annexation Area No. 36, respectively, into the District.

Section 2. This legislative body is hereby further authorized each year, by resolution adopted as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the next fiscal year, except that the special tax rate to be levied shall not exceed the maximum rate set forth in Exhibit “A.”

Section 3. All of the collections of the special tax shall be used as provided for in the Act and Resolution No. 2024-48 of the Council.

Section 4. The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. The City Clerk is directed to cause the title and summary or text of the this ordinance, together with the vote thereon, to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted ordinance along with the names of the Council Members voting for and against the ordinance.

Section 6. This ordinance relating to the levy of the special tax takes effect and shall be in force from and after 30 days from the date of final passage. A copy of this ordinance shall be transmitted to the Clerk of the Board of Supervisors of Riverside County, the Assessor and the Treasurer-Tax Collector of Riverside County.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Coachella on this 11th day of September 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor

ATTEST:

Angela Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS
CITY OF COACHELLA)

I, Angela Zepeda, City Clerk of the City of Coachella do hereby certify that the foregoing is a true and correct copy of an ordinance, being Ordinance No. 1215 duly passed and adopted at regular meeting of the City Council of the City of Coachella, California held on the 11th day of September, 2024.

By: _____
Angela Zepeda, City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

NOTICE OF ADOPTION OF ORDINANCE NO. 1215

NOTICE IS HEREBY GIVEN that on September 11, 2024, the City Council of the City of Coachella, in its capacity as the legislative body of the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), held a public hearing and adopted Ordinance No. 1215. A summary of Ordinance No. 1215 follows and is marked as Exhibit “A”. At said time and place the testimony of all interested persons or taxpayers for or against said ordinance was heard.

Ordinance No. 1215 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: Angela Zepeda, City Clerk
City of Coachella

Dated: September 11, 2024

EXHIBIT “A”

**BEFORE THE CITY COUNCIL OF THE CITY OF COACHELLA IN ITS
CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF COACHELLA
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE
AND PARAMEDIC SERVICES)**

IN THE MATTER OF Authorizing) **ORDINANCE NO. 1215 SUMMARY**
the Levy of a Special Tax Within)
Annexation Area No. 36 Annexed)
to City of Coachella Community)
Facilities District No. 2005-1 (Law)
Enforcement, Fire and Paramedic)
Services))

The ordinance authorizes the levy of an annual special tax within Annexation Area No. 36 annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the “District”), collected in the same manner as ordinary ad valorem taxes, in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 36, prior to the annexation of Annexation Area No. 36, respectively, to the District, which is necessary to meet increased demands placed upon the City as a result of development or rehabilitation occurring within Annexation Area No. 36.

By: Angela Zepeda, City Clerk
City of Coachella

Dated: September 11, 2024

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1
(LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Community Facilities District No. 2005-1 of the City of Coachella (the "CFD") and collected each Fiscal Year commencing in Fiscal Year 2006-07, in an amount determined by the City Council of the City of Coachella, through the application of the Rate Method of Apportionment as described below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

"CFD Administration" means an official of the City, or designee thereof, responsible for providing for the levy and collection of the Special Taxes.

"CDF" means City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services).

"City" means the City of Coachella.

"City Council" means the City Council of the City.

"Commercial or Industrial Property" means for each Fiscal Year, property for which a building permit for new construction of a commercial or industrial use building has been issued.

"County" means the County of Riverside.

"Developed Multi-Family Residential Property" means for each Fiscal Year, all Taxable Property for which a building permit for new construction of a multi-family dwelling with four or more units was issued prior to June 30 of the prior Fiscal Year, exclusive of property for which the property owner pays Transient Occupancy Taxes or the property owner has entered into an agreement with the City pursuant to which such property owner pays Transient Occupancy Taxes.

“Developed Property” means for each Fiscal Year, all Developed Multi-Family Residential Property and Developed Single-Family Residential Property.

“Developed Single-Family Residential Property” means for each Fiscal Year, all Taxable Property for which a building permit new construction of a single-family dwelling unit was issued prior to June 30 of the prior Fiscal Year.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Resolution of Formation” means the resolution adopted by the City as authorized by Section 53325.1 of the California Government Code.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel Taxable Property.

“State” means the State of California.

“Taxable Property” means all the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

“Transient Occupancy Taxes” means those transient occupancy taxes payable to the City pursuant to Ordinance.

“Undeveloped Property” means, for each Fiscal Year, all Assessor’s Parcels not classified as Developed Property or Commercial or Industrial Property.

B. ASSIGNMENT TO LAND USE CLASSES

Each Fiscal Year, all Taxable Property within the CFD classified as Developed Single-Family Residential Property or Developed Multi-Family Residential Property shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX

1. Developed Single-Family Residential Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Single-Family Residential Property shall be \$846.76 for Police Services and \$511.34 for Fire/Paramedic Services.

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics, Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12

month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

2. Developed Multi-Family Residential Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Multi-Family Residential Property shall be \$846.76 for Police Services and \$511.34 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor's Parcel.

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2015, the Maximum Special Tax shall be increased by an amount equal to the percentage increase in the U.S. Department of Labor Statistics, Consumer Price Index, for Los Angeles-Riverside-Orange County, California, for the 12 month period ending the preceding December 31, of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2005-06 and for each following Fiscal Year, the City Council shall levy the Special Tax at the Maximum Special Tax on all Developed Single-Family Residential Property and Developed Multi-Family Residential Property.

E. EXEMPTIONS: EXCLUSIONS

No Special Tax shall be levied on Undeveloped Property, Commercial or Industrial Property or for Developed Property developed as part of a development with less than 4 units. In the event that a Developed Multi-Family Residential Property that has been excluded from a levy of the Special Tax by reason of the payment by the property owner of Transient Occupancy Tax, and should that payment be terminated, such Assessor Parcel shall not longer be excluded from Developed Multi-Family Residential Property and will be subject to the Special Tax.

F. APPEALS AND INTERPRETATIONS

Any taxpayer may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the calculation of the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Board by filing a written notice of appeal with the Board Secretary, provided that the appellant is

current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD may directly bill the Special Tax, may collect Special Taxes at different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF THE SPECIAL TAX

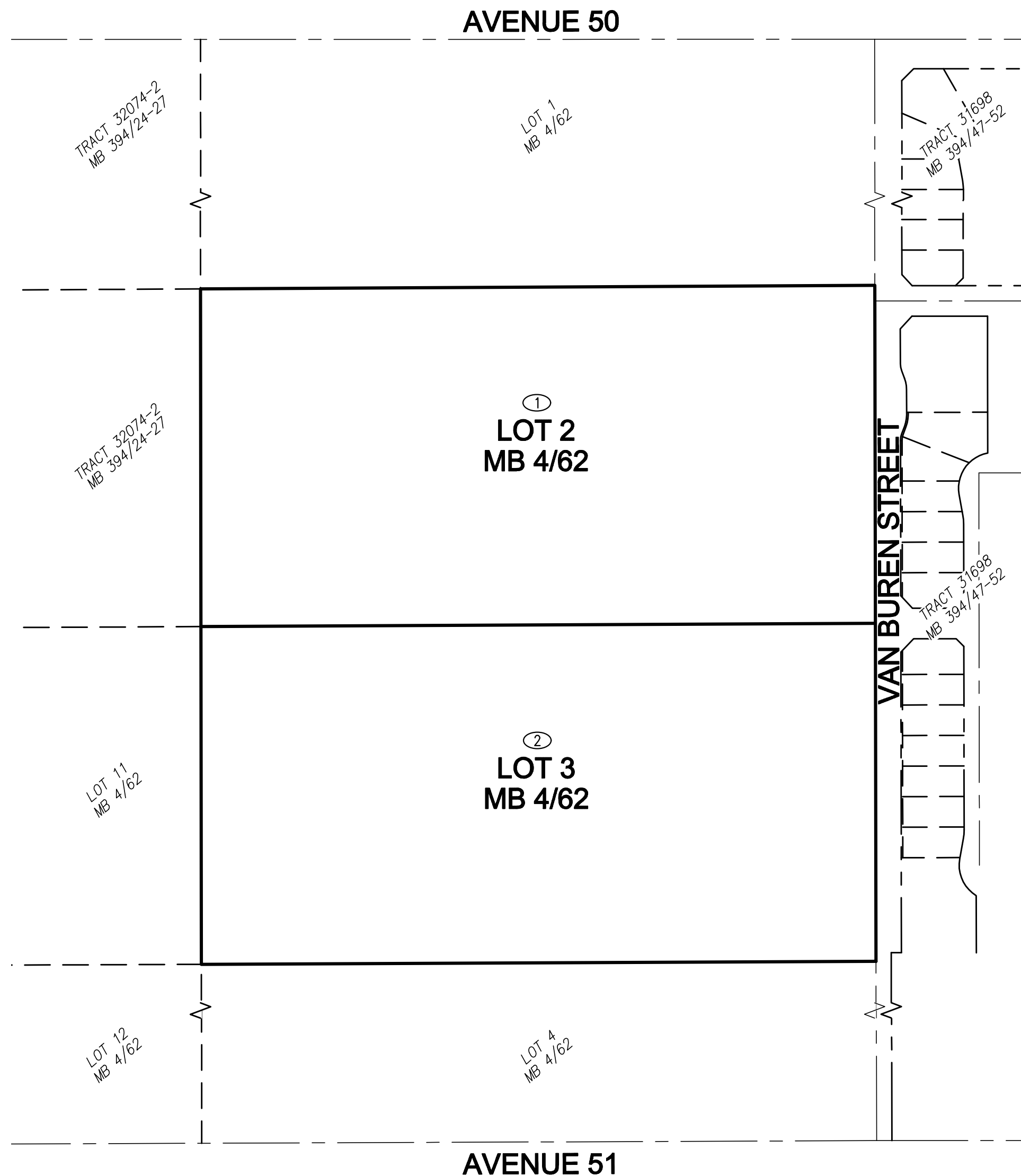
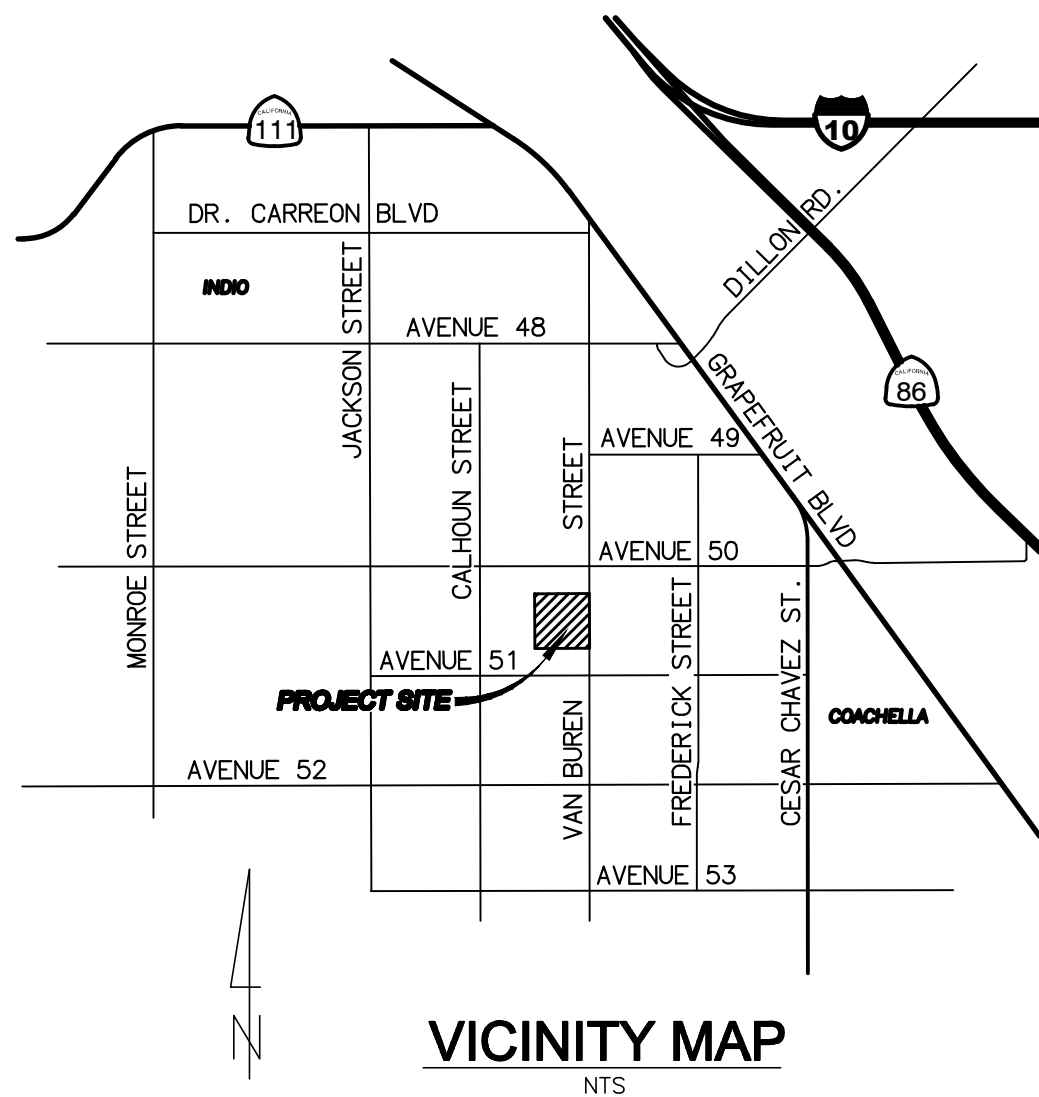
The Special Tax may not be prepaid.

I. TERM OF THE SPECIAL TAX

The Annual Maximum Special Tax shall be levied in perpetuity or until Law Enforcement, Fire and Paramedic Services are no longer being provided by the City within the CFD, whichever is earlier.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ANNEXATION MAP NO. XX
TRACTS 38557 AND 38557-1
COMMUNITY FACILITIES DISTRICT 2005-1
(LAW ENFORCEMENT, FIRE AND
PARAMEDIC SERVICES)

NE QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. XX, TRACTS 38557 AND 38557-1, TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES), CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COACHELLA AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____

BY: _____
 CITY CLERK
 CITY OF COACHELLA

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGES _____ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDERS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

BY: _____
 COUNTY RECORDER
 COUNTY OF RIVERSIDE
 STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) OF THE CITY OF COACHELLA RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON September 7, 2005, IN BOOK 63 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 100, AS INSTRUMENT NO. 2005-0737672.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.

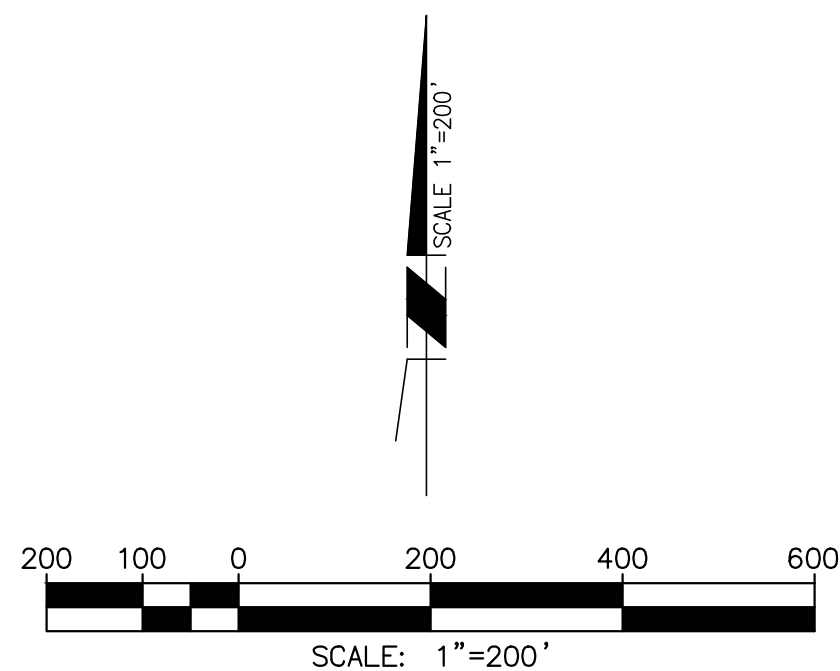
THE RIVERSIDE COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

ASMT. NO.	ASSESSOR'S PARCEL NO.	ACREAGE
1	779-280-002	19.80
2	779-320-001	19.55

LEGEND

— ANNEXATION BOUNDARY
 # ASSESSMENT NUMBER

OWNER
 PULTE HOME COMPANY, LLC
 27401 LOS ALTOS, SUITE 400
 MISSION VIEJO, CA 92691



Michael Baker
INTERNATIONAL

75410 Gerald Ford Drive, Suite 100
 Palm Desert, CA 92211
 MBAKERINTL.COM
 Phone: (760) 346-7481



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize a Community-Based Grant to American Outreach Foundation in the Amount of \$1,000 to Help Cover Costs for Providing and Maintaining Power Wheelchairs

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to American Outreach Foundation in the amount of \$1,000 to help cover costs for providing and maintaining power wheelchairs.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 24-25 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

For over 16 years, the American Outreach Foundation (AOF) has served veterans, low-income families and seniors throughout the Coachella Valley. They have provided over \$4.5 million worth of Durable Medical Equipment (DMEs), electric wheelchairs and scooters, parts and service maintenance calls through their Powerchair Program. The AOF makes mobility possible for persons who do not have the financial means to afford them, or who do not have insurance, or lack the health insurance coverage to pay for this type of assistance. Funding will help cover the cost of delivering, repairing and maintaining the electric wheelchairs.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of \$1,000.
2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by \$1,000.

ATTACHMENT(S):

CBG Application Packet



CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle:

Date: 09/17/2024

July 1, 2024 - June 30, 2025

2. Total Amount Requested: \$ 1000

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:

American Outreach Foundation "Need A Powerchair Program"

4. Agency/Organization:

American Outreach Foundation

5. Mailing Address:

68340 Risueno Rd #B

City: Cathedral Zip: 92234

6. Telephone: (760) 674-4861

Fax:

7. Official Contact Person:

Name: Oscar Llort

Title: President

Telephone: (760) 832-1871

Fax:

E-mail: AmericanOutreachFoundation@yahoo.co

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?
Yes No (Attach documentation)

9. How long has this organization been in existence?
We are a 501(c)3 Non-Profit serving the Coachella Valley since 2007.

10. Has the organization previously received funding from the City of Coachella?
 Yes No
If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

2018/2024, \$4,000 received for Need A Powerchair Program

11. Is this request for a New or Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?
To meet an immediate and ongoing need, we will use the funds you provide to cover the associated costs of providing and answering maintenance service calls for power

13. Describe briefly how the requested funds will be used.
We will use the funds requested to offset the related costs of service for recipients from the City of Coachella. These costs include but are not limited to repairing electric wheelchairs; delivering and maintaining power wheelchairs.

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.
Yes, additional funding needs are ongoing. Through our program, we deliver all year-round chairs throughout the Coachella Valley, including recipients in the City of Coachella.

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?
With over 16 years of serving the cities of the Coachella Valley, our goal is to continue serving Veterans, low-income seniors and the under-insured with mobility issues. AOF applies to grants on a recurring basis from various organizations. We continue to brand AOF

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.
Funds received will be used to help residents/recipients in the City of Coachella. Our efforts are concentrated throughout the Coachella Valley, with an emphasis on Veterans, low-income seniors, or under-insured individuals who have mobility issues in disadvantaged

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)
We serve clients from different groups or categories because we believe that mobility is a human right that should not be limited by age, race, gender, financial situation, or immigration status. Our mission is to enhance the well-being of Veterans, low-income

18. Attach a proposed budget for requested funds.

Authorized Official: Oscar Llort Title: President

Signature: _____ Date: 09/17/2024

18. Attach a proposed budget for requested funds.

A grant of \$1,000 will help bring assistance to recipients specifically from the City of Coachella and bring relief not just to the recipients, but also to their caregivers and families.

The funds you provide will be used in part to cover the cost of pickup/delivery of powerchairs, refurbishing materials, repair parts, batteries, and other miscellaneous program costs.

Description	Program Costs
Cost of Batteries	\$1400
Pick up & delivery costs	\$600
Estimated refurbishing costs	\$650
Incurred administrative costs	\$250
Total Program Budget	\$2900.00

American Outreach Foundation - Donate My Powerchair Program

Community Based Grant - City of Coachella

Report Expenditures --- July 1, 2023 – June 30, 2024

American Outreach Foundation received a Community Based Grant of \$1,000, from the City of Coachella. Funds received were used specifically to help residents/recipients for the city of Coachella.

Donate My Powerchair program is year-round. Any one in need of expanding their freedom of mobility qualifies. The goal of the program is to assist Veterans, low income seniors and the under-insured with mobility issues by giving them freedom of mobility and independence.

While the American Outreach Foundation gives electric wheelchairs and scooters for free, the expense of new batteries is the responsibility of the recipients to cover; however, in many instances, the Foundation encounters more and more recipients for whom it is a genuine financial burden to assume the cost of a twin set of mobility batteries for their chairs. Every electric wheelchair or scooter requires a set of two mobility batteries.

Similarly, we also provide ongoing numbers of maintenance calls to fix and/or refurbishing & repairs of defective wheelchairs or scooter.

February 9, 2024	CBG Grant Received	\$1,000.00
	Disbursement	
October 5, 2023	Interstate Batteries	\$119.90
January 10, 2024	Interstate Batteries	\$69.90
March 13, 2024	MK Batteries	\$215.00
March 13, 2024	MK Batteries	\$580.56
March 21, 2024	Interstate Batteries	\$79.90
April 4, 2024	MK Batteries	\$255.82
April 10, 2024	MK Batteries	\$190.24
May 9, 2024	Interstate Batteries	\$239.90
	Sub Total	\$1,751.22
FY 2023/2024	Gas - Out of town Pick-ups & local deliveries & Valley-wide maintenace call services	\$750.00
FY 2023/2024	Associated Program Operating Cost	\$500.00
	Total Program	\$3,001.22

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 024818 Item 11.
Dec. 04, 2014 LTR 4168C 0
26-0427467 000000 00
00037413
BODC: TE

AMERICAN OUTREACH FOUNDATION
% OSCAR LLORT
68340 RISUENO RD STE B
CATHEDRAL CTY CA 92234



039329

Employer Identification Number: 26-0427467
Person to Contact: Ms. Espelage
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 20, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 2007.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Dec. 04, 2014 LTR 4168C 0
26-0427467 000000 00

024815332

00037414

AMERICAN OUTREACH FOUNDATION
% OSCAR LLORT
68340 RISUENO RD STE B
CATHEDRAL CTY CA 92234

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Susan M. O'Neill

Susan M. O'Neill, Department Mgr.
Accounts Management Operations



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize a Community-Based Grant to Green Room Theatre Company Coachella Valley in the Amount of \$1,000 to Help Fund Their Ballet Folklorico Program

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to Green Room Theatre Company Coachella Valley in the amount of \$1,000 to help fund their Ballet Folklorico Program.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 24-25 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

For 15 years, the Green Room Theatre Company has been providing professional theater, dance performances, and education directly to under-resourced communities, enhancing literacy, job skills, and community connections. Each year, the company reaches hundreds of underserved adults, youth and children in efforts to inspire the next generation of theater-makers and theater-goers to achieve artistic and personal growth. Through their partnership with Desert Recreation District, Green Room's Ballet Folklorico Training has expanded greatly to provide classes and performance opportunities for elementary to high school students in under-resourced schools. Funding is requested to help offset the costs for costumes and footwear.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of \$1,000.
2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by \$1,000.

ATTACHMENT(S):

CBG Application Packet

**CITY OF COACHELLA, CA
COMMUNITY BASED GRANT PROGRAM
APPLICATION FOR FUNDS REQUEST**

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle: Date:

July 1, 2024 - June 30, 2025

2. Total Amount Requested: \$ 1000.00

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request: Ballet Folklorico Program for Children and Youth

4. Agency/Organization: Green Room Theatre Company Coachella Valley

5. Mailing Address: PO Box 40

City: Zip: Coachella, CA 92236

6. Telephone: 760. 696-2546

Fax:

7. Official Contact Person:

Name: David Catanzarite

Title: Executive Artistic Director

Telephone: 310. 850-2296

Fax:

E-mail: david.catanzarite@grtccv.org

- 8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?**
Yes XXX (Attach documentation)
- 9. How long has this organization been in existence?** 15 Years
- 10. Has the organization previously received funding from the City of Coachella?** No XXX
If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.
- 11. Is this request for a New or Existing program/service within the City?** New program
- 12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?** September 2024 to July 31, 2025.
- 13. Describe briefly how the requested funds will be used.** Purchase costumes and footwear for boys and girls ages 5 to 14 in Ballet Folklorico classes, and provide lighting and sound support for their recital performances. Traditional Ballet Folklorico varies by state and region, with very specific needs for music, dance steps, costumes, sombreros and hair pieces.
- 14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.** Partial funding for the program has already been secured for a two year grant from the RAP Foundation and additional funds are being sought from foundations and private donors.
- 15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?** Costumes purchased with this grant will be available for use in 2024 and also for subsequent years.
- 16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.** A majority of students will come from the nearest school districts, including Coachella Valley USD and Indio (Desert Sands USD). Many have little or no access to Ballet Folklorico classes with expert teachers outside of what their schools might be able to provide. Only a few schools have professionally trained, highly qualified teachers. They also do not offer classes during summer and winter breaks or on weekends. Green Room Theatre Company's Ballet Folklorico program will supplement existing instruction and provide additional enrichment.
- 17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)** 97% of CVUSD students qualify for Free/Reduced Lunch due to financial need. Ballet Folklorico speaks to the heritage of many of these children. 98% of CVUSD identify as Latinx.

18. Attach a proposed budget for requested funds.

Ballet Folklorico Budget: See Attached. We have also enclosed the Overall Program Budget partially funded by RAP Foundation to offer a broader overview of the program's scope and sequence.

Authorized Official: David Catanzarite Title: Executive Artistic Director

Signature:  **Date: August 28, 2024**

Green Room Theatre Company Coachella Valley 2024-2025
Ballet Folklorico Costume Budget

For The City of Coachella

Line Item Description	Line Item Explanation	Amount requested from City of Coachella	Line Item Total of Project
40 Skirts	\$145 each		\$5,800
40 Girls' Blouses/Shirts	\$50 each		\$2,000
40 Practice Skirts	\$80 each		\$3,200
40 Bloomers	\$34 each		\$1,360
40 Pants	\$75 each		\$3,000
40 shirts	\$50 each		\$2,000
80 pairs Ballet Folklorico shoes and boots	\$75 each	\$1000	\$6,000
40 Hats & Sombreros	\$55 each		\$2,200
80 Hairpieces/Buns	\$25 each		\$2,000
Maintenance, Tailoring, Replacement Costs	Varies		\$3,770
TOTAL EXPENSES		\$1,000	\$31,330

GRTCCV Program Budget - Ballet Folklorico for Local Youth

Up to 40 students per class	
Grades 1-8	
YEAR 1	YEAR 2
21000.00	
	21000.00

Instruction and Planning and shows for 1 year
(\$350 per session x 2 instructors) x 30 sessions;

Instruction and Planning and shows for 1 year
(\$350 per session x 2 instructors) x 30 sessions;

(Approximately 15 class sessions in first school semester and 15 class sessions in second school semester totaling 30 classes/year.)

Costumer & alterations (paid internship)

Makeup Artist (paid internship) approx 4 shows

	3000.00	3000.00
	2000.00	2000.00
	5000.00	
		1500
	10000.00	
		1500
	4000.00	
		1500
	4000.00	
		1000
	3200.00	
		800
	1000.00	400
	680.00	680
	80.00	80
	210.00	0

COSTUMES:

40 Sinaloa or Nayarit Folklorico Costumes

Replacement dresses

40 Jalisco Costumes

Replacement dresses

40 Vera Cruz

Replacement dresses

Folklorico Shoes/ boots for students

Replacement shoes

Practice Skirts

Replacement skirts

Hairpieces and buns

Bloomers

Hairbrushes and buns

Storage Boxes

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 23 2015

GREEN ROOM THEATRE COMPANY
C/O KAREN T LIN
PO BOX 612
PALM DESERT, CA 92260

Employer Identification Number:
46-4126845
DLN:
17053261308045
Contact Person:
KIMBERLY O'BANNON ID# 31554
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
July 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 4, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

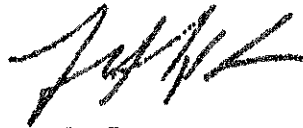
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

GREEN ROOM THEATRE COMPANY

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

Green Room Theatre Company Coachella Valley - Ballet Folklorico Program Narrative

NEED: In the Eastern Coachella Valley, the need remains high for children to feel seen and supported. The impacts of the pandemic have generally worsened student measures of academic achievement, self-esteem, attendance at school, and behavior. In 2022, the New York Times was one of many media outlets to report on the growing epidemic of mental health struggles among American juveniles.

Ballet Folklorico addresses all of these juvenile needs to improve mental and physical health and provide outlets for in person socialization. The physicality of the dances provides opportunities for students to enhance their physical aspects of health: muscle strength, flexibility, coordination, cardiovascular fitness and more. The cultural background and collaborative social aspects of choreographed dances provide the students with social development and a sense of belonging. Combined, these create opportunities for better mental health.

We have witnessed many juveniles take Ballet Folklorico and transform from “shy mice” to confident performers who develop a voice in their schools and communities and a general sense of belonging. Students getting on stage and publicly speaking about their heritage has been a game changer for self-esteem. Their proud participation garners parental involvement and support for schools and their children's education. Luis is one nine-year-old who benefitted – he cried at the end of his show because he wished his lessons with his maestras could continue. He said he would never miss school on the days we teach because he didn't want to miss Ballet Folklorico!

Recent research by the World Health Organization shows that exposure to arts and performance can have a lasting positive health impact on audience members as well as performers. This program can reach past the student performers into the broader community with a cultural and social impact. Many successful performers, artists and entrepreneurs have stories of how even a single exposure to an artistic event had a profound impact upon them and changed the course of their lives forever.

BACKGROUND: Green Room Theatre Company Coachella Valley (GRTCCV) will partner with Desert Recreation District to provide after school and weekend Ballet Folklorico classes and performance opportunities for elementary to high school students. Ballet Folklorico is a collective term for traditional Mexican cultural dances that emphasize local folk culture with highly choreographed and stylized movements. Traditional Ballet Folklorico varies by state/region with very specific music, costumes, hair pieces, and dances for each.

Since its founding in 2008, GRTCCV has been providing children with professionally-run theatre conservatory training. In 2012, our continued growth resulted in Green Room adding Ballet Folklorico instruction as a component for learning, performing, and cultural enrichment. As a complex and varied art form, Ballet Folklorico provides multiple opportunities for students to improve physical and mental health, enjoy social interactions, and build cultural knowledge. At times, Green Room has combined Ballet Folklorico with theatre; at other times, we have focused on its pure form as dance.

In 2022, Green Room began partnering with Desert Sands Unified School District to provide Ballet Folklorico to students as an after-school enrichment program. During the 2022-23 school

year, this program was able to serve more than 75 students with four classes at four schools and ultimately entertain more than 2,500 audience members. In 2023-24, Green Room expanded to two more schools for a total of six with a program that reached 4000 children, parents, and community members in a single year. Student and audience demand for this unique art is expected to grow by 20% in the company's *sixteenth* successful season (August 1, 2024 to July 31, 2025).

Instruction in Ballet Folklórico introduces juveniles to the physical and cultural practices of an extremely precise Mexican form of dance. Songs and costumes vary by geographic region and provide a wonderful avenue to cultural learning and appreciation for students and audiences we serve. Often, children and their families have connections to the regions represented our performances, and the opportunity to practice these dances provides an exploration of family history and self-identity.

THE PROGRAM: Currently, our program consists of 7-10 weeks of fun and rigorous weekly lessons, culminating with a public showcase for the students to demonstrate their new dance skills. Unfortunately, after the recital, we must move on to other school sites. Schools can only host our program for about 2-3 months during the year. As a consequence, many children feel that painful lack of continuity. They vocalize a wish to continue. With an expanded, more available year-long program, we could continue to provide the sustained social-emotional support and learning that the students crave.

Classes will cover a variety of dances from a range of Mexican states, including Jalisco, Sinaloa, Vera Cruz, and others that will speak to the heritage of our juvenile population. To be inclusive, the classes are taught bilingually in English and Spanish and further engage a diversity of students by using ESL Total Physical Response teaching techniques. Children from all ethnic and national backgrounds and skill levels will be welcomed to participate and learn.

Funding from this grant will help supply costumes the students need. An important aspect of Ballet Folklórico is utilizing very meticulous and culturally correct costumes for the various dances. We will supply participants with three sets of high-quality matching costumes, hairpieces, and - when needed - shoes. In addition, the elements of theatrical performance will be supplied: makeup artists, lighting, and sound to showcase students and make them feel like superstars. We want our juveniles and families to feel proud of themselves and their community. While the initial costs of costumes and accessories will be significant, these are items that can be reused for years so that future learners can also benefit.

GOALS AND OUTCOMES:

Goal 1: To provide two or more 15-week semester-long sessions of Ballet Folklórico instruction per year, over a two-year period.

Outcome 1: More availability of classes means larger numbers of at-risk, in-need children can be served by this program.

Goal 2: To serve up to 40 students per session, for a total of 80 or more students per year over two years.

Outcome 2: Up to 160 children and their families benefit from improved physical, mental, social, behavioral and cultural health provided by Ballet Folklórico.

Goal 3: To provide professional instruction and high-quality costumes for this program.

Outcome 3: Children benefit from high-quality instruction from caring and knowledgeable adults who support their unique identities, diversity, and learning styles. Significant and validating cultural knowledge can be transmitted through the use of culturally correct costumes and responsive teaching.

Goal 4: To end each session with a dance recital showcase or community performance, providing an opportunity for students to experience the thrill of performance and for the general public to celebrate itself through the art form of Ballet Folklorico.

Outcome 4: Up to 80 students participate in two to four performances each year. Each performance has a potential average audience of 500 children and adults, exposing more than 2,000 members of the general community to cultural awareness, art, and parental and familial involvement with youth activities each year. Over a two-year period, more than 4,000 Coachella Valley residents benefit from this program.

SUMMARY: The target population for this two-year program includes every juvenile living in the East Coachella Valley who would like to participate. This program is designed to target children of various cultural backgrounds with lower economic status who have other risk factors for physical or mental health. Young people of ages 5-16, of all socio-economic statuses, races, genders and language proficiencies are welcome in this program.

This program will be most beneficial in providing struggling or otherwise underserved students with a positive and validating physical, mental, and social experience that creates confidence, self-esteem, improvement in physical and mental spheres, and opportunities for growth and development.

Likewise, this program will benefit an estimated 4,000 Coachella valley residents of all ages, children and adults, who are able to be audience members at Ballet Folklorico showcases performed by students.

“Many parents shared their gratitude to Ballet Folklorico for motivating their children to learn new dance steps, for modeling traditions, and for a culminating activity that filled their hearts. Our students gained an experience they will never forget and cherish throughout their lives.”
Daniel Martinez, Ph.D., Principal – Roosevelt Elementary School, Indio

###



STAFF REPORT
9/252024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Authorize a Community-Based Grant to Pueblo Unido CDC in the Amount of \$1,000 to Help Fund its Reynas Del Valle Coachella Program

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to Pueblo Unido CDC in the amount of \$1,000 to help fund its Reynas Del Valle Coachella Program.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 24-25 budget included an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

Since its inception in 2008, Pueblo Unido CDC has been a leader in social justice and has helped shape the platform for partner organizations and new developing organizations to continue building on those successes. With the persistence of the organization, the Eastern Coachella Valley (ECV) farmworker community has benefited from continued equitable progress towards a brighter future and has paved a path for a healthy and sustainable community in the ECV. Pueblo Unido partners with various other agencies and programs, and in this instance is the fiscal sponsor for Reynas Del Valle. The Escaramuza Charra Reynas del Valle Coachella program empowers young girls from the ages of 5 to 15 years old by offering horsemanship instruction and educational activities. Funding requested for this program will help cover the cost of equestrian attire.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of \$1,000.
2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by \$1,000.

ATTACHMENT(S):

CBG Application Packet



CITY OF COACHELLA, CA COMMUNITY BASED GRANT PROGRAM APPLICATION FOR FUNDS REQUEST

Please Type Information and Print
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle:

Date: 09/10/2024

July 1, 2024 - June 30, 2024

2. Total Amount Requested: \$ 1000

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:

Escaramuza Charra Reynas del Valle Coachella

4. Agency/Organization:

Reynas del Valle Coachella

5. Mailing Address:

85321 Ave 44,

City: Indio Zip: 92203

6. Telephone: (760) 766-5306

Fax:

7. Official Contact Person:

Name: Margarita Lopez

Title: President

Telephone: (760) 766-5306

Fax:

E-mail: ranchoescondido914@gmail.com

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?
Yes No (Attach documentation)

9. How long has this organization been in existence?

10. Has the organization previously received funding from the City of Coachella?
 Yes No

If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

11. Is this request for a New or Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?

The program runs all year long, and the funds deplete fast. The grant amount is minimal for the expenses.

13. Describe briefly how the requested funds will be used.

Funds will be used to buy attire for the equestrian participants(10-20).

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.

The program requires more funding, as this is a beautiful, but expensive sport. We are currently seeking grants to continue funding the sport.

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

The program started with out-of-pocket expenses, then gradually organized community fundraisers to reach the yearly goal. To participate in the national competition in Mexico to represent the Coachella Valley.

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.

The program is open to City of Coachella residents. We offer horsemanship instruction, and educational activities to empower young girls. We also have participants from other cities

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

The program is open to young girls from the ages of 5 to 15 years. The program requires interest, responsibility, and commitment.

18. Attach a proposed budget for requested funds.

Authorized Official: Margarita Lopez

Title: President

Signature: _____

Date: _____



August 7, 2024

RE: Confirmation of Fiscal Sponsorship of Reynas Del Valle

To Whom It May Concern:

This letter is to confirm that Pueblo Unido CDC is the fiscal sponsor for Reynas Del Valle. Pueblo Unido CDC (PUCDC) is a federally tax exempt 501(c)(3) nonprofit organization. PUCDC's tax identification is 26-3547211 and address is 78080 Calle Amigo, Suite 103, La Quinta, CA 92253.

If you have any questions regarding this fiscal sponsorship, please contact Bianca Berriozabal at bberriozabal@pucdc.org or 760-777-7550, extension 103.

Sincerely,

Sergio Carranza
Executive Director

Demand Deposit - PUEBLO UNIDO CDC

	Relationship	Date of Birth	Phone Number	Tax Identification
+	PUEBLO UNIDO CDC REYNAS DEL VALLE 78080 CALLE AMIGO SUITE 103 LA QUINTA CA 92253	Owner	*****	EIN **-*****

Additional Relationships
 Tax Name: PUEBLO UNIDO CDC
 See Mailing Information

Summary

Memo Ledger Balance:	\$3,557.42	Last Deposit Jul 10, 2024:	\$57.42
Memo Available Balance:	\$3,057.42	Date Opened:	Jul 01, 2024
Current Ledger Balance:	\$457.42		
Current Available Balance:	\$457.42		
Overdraft Limit:	\$0.00		
ATM/POS Overdraft Balance:	\$0.00		

Memo Balances

Current Ledger Balance:	\$457.42	Current Reg CC Check Available:	\$457.42
Plus Presentments:	\$3,100.00	Plus Presentments:	\$2,600.00
Memo Ledger Balance:	\$3,557.42	Memo Available Balance:	\$3,057.42

Projected Float and Holds

Projected Date	Float	Reg CC Check Available Float	Reg CC Cash Available Float	Expiring Holds
Aug 19, 2024 Monday				
Aug 20, 2024 Tuesday				
Aug 21, 2024 Wednesday				
Aug 22, 2024 Thursday				
Aug 23, 2024 Friday				
Aug 24, 2024 Saturday				
Aug 25, 2024 Sunday				
Aug 26, 2024 Monday				
Aug 27, 2024 Tuesday				
Aug 28, 2024 Wednesday				

Service Charge

Date Last Service Charge:	Jul 31, 2024	Service Charge Cycle:	[30] Month-End
Average Ledger Balance:	\$457.42	Maintenance Method:	2
Average Available Balance:	\$457.42	Activity Method:	2
Days Into This Period:	18	Credit Back Method:	2
Date Minimum Balance:	Aug 01, 2024	Credit Back Option 1:	Primary Deposits & Loans
Minimum Balance:	\$457.42	DDA Credit Back Identification:	0
Credit Back Balance 1:	\$1,231,940.78	Waiver Service Charge Code:	[0]
Amount of Cash In:	\$0.00	Waiver Sales Tax:	Waive Sales Tax
Amount of Cash Out:	\$0.00		

Charge

ATM Charge Option:	Charge	Dormant Charge Code:	0
EIM Charge Option:	Charge	Waiver Overdraft Charge Code:	[0]
Other Charge Option:	Cl	ver Overdraft Interest Code:	[0]
Other Non-Taxable Charge Option:	Cl	ver FDIC Insurance Charge Code:	[0]

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY Item 13.

Date: **MAY 07 2009**

PUEBLO UNIDO CDC
PO BOX 1130
THERMAL, CA 92274

Employer Identification Number:
26-3547211
DLN:
17053323350008
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 15, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

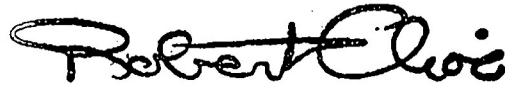
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

PUEBLO UNIDO CDC

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, looping initial "R".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

Letter 947 (DO/CG)



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Second Reading of Ordinance No. 1214 authorizing the levy of a Special Tax in Community Facilities District No. 2024-1 (Public Services).

STAFF RECOMMENDATION:

Second Reading of Ordinance No. 1214 authorizing the levy of a Special Tax in Community Facilities District No. 2024-1 (Public Services).

BACKGROUND:

On July 24, 2024 the City Council adopted a Resolution of Intent with the intent of forming a Mello-Roos community facilities district, CFD 2024-1 (Public Services) to finance the impact by new development on park maintenance, landscaping and lighting maintenance, drainage maintenance and street maintenance.

On September 11, 2024, the City Council held the public hearing to receive public testimony and property owner protests, if any, with regard to the formation of the district and the levy of a special tax. The City Council adopted Resolution No. 2024-45 establishing CFD 2024-1 (Public Services) and Resolution No. 2024-46 calling for a special tax election to be held and submitting to the qualified electors of the proposed CFD a proposition (Ballot Measure) regarding the annual levy of special taxes within the CFD. The special election was held and the levy of the special tax in CFD 2024-1 was approved by at least 2/3 of the qualified electors. The city clerk directed the recording of a notice of special tax, and the ordinance ordering the levy of special taxes within CFD 2024-1 was introduced.

DISCUSSION/ANALYSIS:

The special taxes collected from the property owners within the CFD 2024-1 are to be used for the funding of park maintenance, landscaping and lighting maintenance, drainage maintenance and street maintenance required due to the development of the property within CFD 2024-1.

The Project included in the CFD 2024-1 (Public Services) is owned by Pulte Home Company, LLC and is generally located west of Van Buren Street and south of Avenue 50. The Project currently includes the development of 204 single family residential parcels. The boundary of the CFD includes the area within assessor's parcel numbers 779-280-002 and 779-320-001.

The property owners of the development will be required to pay annual special taxes for CFD 2024-1, beginning the fiscal year after they are issued a building permit, as itemized on their property tax bill, in accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax.

FISCAL IMPACT:

The City expects to collect an annual special tax of \$655, plus an annual inflationary adjustment per detached dwelling unit within CFD 2024-1. In accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax, the annual special tax will be collected beginning the fiscal year after a building permit is issued and will be reflected as itemized charge on their property tax bill. CFD 2024-1 will result in a new annual special tax totaling \$133,620 for 204 single family residential parcels; subject to annual inflationary adjustment.

Attachment:
Ordinance No. 1214

ORDINANCE NO. 1214

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN THE CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (PUBLIC SERVICES)

WHEREAS, on July 24, 2024, the City Council of the City of Coachella (the “City Council”) adopted Resolution No. 2024-42 entitled “A Resolution of the City Council of the City of Coachella Declaring Its Intention to Establish City of Coachella Community Facilities District No. 2024-1 (Public Services) and to Authorize the Levy of a Special Tax Therein to Finance Certain Services” (the “Resolution of Intention”), stating its intention to establish the City of Coachella Community Facilities District No. 2024-1 (Public Services) (the “District”) to fund certain services described therein (the “Services”) pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code section 53311 *et seq.* (the “Act”); and

WHEREAS, notice was published as required by the Act of the public hearing called pursuant to the Resolution of Intention as to the City Council’s intention to form the District and to provide for the costs of the Services; and

WHEREAS, the Resolution of Intention called for a public hearing on the District to be held on September 11, 2024, and on this date the City Council held a public hearing, as required by the Act, relative to its decision to proceed with the formation of the District and the levy of special taxes therein; and

WHEREAS, at the public hearing all persons desiring to be heard on all matters pertaining to the formation of the District and the levy of the special taxes were heard, evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, subsequent to the close of the public hearing, this City Council adopted resolutions entitled "Resolution of Formation of the City Council of the City of Coachella to establish City of Coachella Community Facilities District No. 2024-1 (Public Services), to establish an Appropriations Limit therefor, to authorize the Levy of A Special Tax therein, and to Submit the establishment of an Appropriations Limit and the Levy of Special Taxes to the Qualified Electors thereof" (the “Resolution of Formation”), and "Resolution of the City Council of the City of Coachella calling a Special Election and submitting to the Qualified Electors of City of Coachella Community Facilities District No. 2024-1 (Public Services) propositions regarding the establishment of an appropriations Limit and the annual Levy of a Special Tax Within the Community Facilities District", which resolutions established the District, authorized the levy of a special tax within the District, and called an election within the District on the proposition of levying a special tax within, and establishing an appropriations limit for, the District; and

WHEREAS, an election was held within the District in which the landowners approved said propositions by ballots cast in the election.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Coachella as follows:

1. By the passage of this Ordinance, this City Council hereby authorizes and levies special taxes within the District, pursuant to the Act, at the rate and in accordance with

- the rate and method of apportionment of special taxes appended as **Exhibit B** to the Resolution of Formation (the “Rate and Method of Apportionment”), which Resolution of Formation is by this reference incorporated herein. The Special Tax is hereby levied to pay for the Services for the District, as contemplated by the Resolution of Formation and the Rate and Method of Apportionment, commencing in fiscal year 2024-25 and in each fiscal year thereafter.
2. The Public Works Director of the City or her designee is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for each parcel of real property within the District, in the manner and as provided in the Rate and Method of Apportionment.
 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.
 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of providing the Services, the payment of City costs in administering the District and the costs of collecting and administering the special tax.
 5. The special taxes shall be collected from time to time as necessary to meet the financial obligations of the District. The special taxes will be collected in the same manner as ordinary ad valorem property taxes, and the special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of California Government Code section 53356.1 shall apply to delinquent special tax payments. The Public Works Director or her designee is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Riverside and to take all actions necessary to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of the District in each fiscal year.

Notwithstanding the foregoing, any special taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.

6. If for any reason a court with jurisdiction finds any portion of this ordinance to be invalid or finds the special tax to be inapplicable to any particular parcel, then the balance of this ordinance and the application of the special tax to the remaining parcels shall not be affected.
7. This ordinance shall take effect and be in force immediately as a tax measure; and before the expiration of fifteen (15) days after its passage the same shall be published, with the names of the members voting for and against the same, at least once in a newspaper of general circulation published and circulated in the District.

PASSED, APPROVED and ADOPTED this 25th day of September, 2024 by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

I hereby certify that the foregoing is a true and correct copy of an ordinance, being Ordinance No. 1214, duly passed and adopted at a meeting of the City Council of the City of Coachella, California, held on September 25, 2024.

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Award Multiple Professional Services Agreements for On-Call Architectural Design Services for the Commercial Corridor Façade Improvement Program to: DMHA Architecture and Interior Design, BFK Architecture and Planning, and Mour Group Engineering and Design and Authorize the City Manager to Enter into Professional Services Agreements with the Selected Firms in Not-to-Exceed Amounts of \$75,000 Per Firm

STAFF RECOMMENDATION:

Staff recommends that the City Council considers awarding multiple professional services agreements for the on-call architectural design services for the City of Coachella Commercial Corridor Façade Improvement Program to DHMA Architecture and Interior Design, BFK Architecture and Planning, and Mour Group Engineering and Design and authorize the City Manager to enter into professional services agreements with the selected firms in not-to-exceed amounts of \$75,000 per firm.

BACKGROUND:

The Commercial Corridor Façade Improvement Program was approved by the City Council for the segments along Cesar Chavez Street between Sixth Street and Avenue 52 and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard. The Commercial Façade Improvement Grant Program (“Program”) is an endeavor of the City of Coachella to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Pueblo Viejo Area and the segments of Cesar Chavez Street between Sixth Street and Avenue 52. The long-term objective is to upgrade the Downtown Pueblo Viejo Area on Cesar Chavez Street between Sixth Street and Avenue 52 and Sixth Street between Cesar Chavez Street and Grapefruit Boulevard, by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the properties. The program also seeks to fund improvements which create outdoor dining or gathering spaces to promote activity in the downtown.

DISCUSSION/ANALYSIS:

On July 29, 2024, a Request for Proposals (RFP) was issued for On-Call Architectural Design

Services for the Commercial Corridor Façade Improvement Grant Program. The Proposal process closed on August 15, 2024. Proposals were received from four (4) firms and were reviewed by a staff committee. Proposals were received from the following firms:

1. BFK Architecture and Planning (Pasadena, CA)
2. DMHA Architecture and Planning / Henry Lenny Architect (Santa Barbara, CA)
3. Mour Group Engineering and Design (San Diego, CA)
4. Tucker Sadler (San Diego, CA)

The firms were further evaluated based on the following Evaluation Criteria:

Evaluation Criteria	Max Points
Experience & Capacity (prior experience relative to project, including State procedures)	25
Understanding of Scope, Goals and the Work to be Performed	25
Professional Expertise of Team	25
Completeness, Feasibility, and Quality of Submittal	10
Effectiveness of project schedule	15
Total Points	100

BFK Architecture + Planning

The firm incorporated in 2020; Firm inception, 2015. BFK Design Principal Brian Knight has more than 20 years of experience in the planning, design and construction of civic, commercial, transportation, higher education and healthcare projects nationwide. BFK President & CEO, Brian Knight began his career as a graphic designer and art director, working for over 15 years in the publishing, marketing, advertising, branding, and environmental graphics fields. As a design architect, he has worked in a variety of market sectors spanning municipal public works (including Essential Services Buildings), civic, higher education and K-12 to residential, healthcare and transportation. He has been involved in many award-winning built projects from California, Texas, and the western United States to Asia and the Middle East. His work ranges from product design and small interior projects to large-scale developments involving campus- and master-planning design.

DMHA Architecture + Interior Design

DMHA Architecture + Interior Design is a full service architecture, interior design and planning firm headed by Edward DeVicente AIA, CPHC, Ryan Mills, Michael Stroh, and Michael Holliday, FAIA. The firm principals have been responsible for the management, design and construction of over \$500 million in architectural projects over the past 20 years of professional practice. Major projects have been located throughout California, Florida, Hawaii and Costa Rica

and have been completed for major commercial and residential developers, institutions, and private corporations.

Mour Group

Incorporated in 2014, Mour Group is a multi-disciplinary firm offering interconnected, cost effective designs successfully meeting our client's needs. We have extensive experience in the design of facilities, efficiently working on projects from schematic design, through permits and construction. With an emphasis on collaboration, our integrated design approach and strong commitment to quality control ensures our projects are kept within budget and delivered with unparalleled efficiency. We are privileged to serve our clients and celebrate our formation to continue to build our communities now and into the future.

FISCAL IMPACT

Funding for this program was approved from the General Fund in the amount of \$1,000,000.

ALTERNATIVES

1. Approve an Additional Segment for the Commercial Corridor Façade Improvement Grant Program Along Sixth Street Between Cesar Chavez Street and Grapefruit Boulevard to Beautify and Revitalize Additional Commercial Properties in the Pueblo Viejo Downtown District
2. Do not approve the additional segment.

ATTACHMENTS:

1. Professional Services Agreement – BFK Architecture + Planning
2. Professional Services Agreement – DMHA Architecture + Interior Design
3. Professional Services Agreement – Mour Group

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and **DMHA Architecture and Interior Design**, a **CORPORATION**, with its principal place of business at **1 N CALLE CESAR CHAVEZ SUITE 102, SANTA BARBARA CALIFORNIA 93103** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 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 represents that it is experienced in providing **FULL SERVICE ARCHITECTURE, INTERIOR DESIGN AND PLANNING FIRM** offering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **ON-CALL ARCHITECTURAL DESIGN SERVICES FOR THE CITY OF COACHELLA FAÇADE IMPROVEMENT PROGRAM** project ("Project") as set forth in this Agreement.

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 professional **ARCHITECTURAL DESIGN** consulting 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 **October 1, 2024 to September 30, 2025**, unless earlier terminated as provided herein. **THE CITY SHALL HAVE THE UNILATERAL OPTION, AT ITS SOLE DISCRETION, TO RENEW THIS AGREEMENT AUTOMATICALLY FOR NO MORE THAN TWO (2) ADDITIONAL ONE-YEAR TERMS.** Consultant shall complete the Services within the term of this Agreement, and shall meet any

other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 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 **FIFTY THOUSAND DOLLARS (\$50,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. 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. 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.

3.2.3 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.

3.2.4 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.

3.3 Responsibilities of Consultant.

3.3.1 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 on behalf of Consultant 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt

and timely manner and 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.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. 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: **Edward deVicente, Principal Architect.**

3.3.5 City's Representative. The City hereby designates **DR. GABRIEL D. MARTIN, CITY MANAGER**, or his/her 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 this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Edward deVicente, Principal Architect**, or his/her 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.

3.3.7 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.

3.3.8 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 for herein. Any employee of the Consultant or its subconsultants 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.

3.3.9 Period of Performance.

3.3.9.1 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.

3.3.9.2 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.

3.3.9.3 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.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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, including all Cal/OSHA requirements, 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.

3.3.10.2 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.

3.3.10.3 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.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 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 additionally 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. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 cancel this Agreement.

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of 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, and if the total compensation is \$1,000 or more, 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, and volunteers 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.

3.4.3 Compliance Monitoring. 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 and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Termination of Agreement.

3.5.1.1 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.

3.5.1.2 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.

3.5.1.3 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 Indemnification.

3.6.1 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, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or

omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and 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, or volunteers.

3.6.2 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.

3.7 General Provisions.

3.7.1 Accounting Records. 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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: DMHA Architecture and Interior Design
1 N. Calle Cesar Chavez, Suite 102,
Santa Barbara, California 93101
ATTN: Ed deVicente

City: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
ATTN: Dr. Gabriel D. Martin, City Manager

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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.

3.7.4.2 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 design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 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.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents 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.

3.7.4.5 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.

3.7.4.6 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, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. 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.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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.

3.7.13 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, and volunteers 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.

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

3.7.15 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.

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

3.7.17 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.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.7.19 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.

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

3.7.21 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
BETWEEN THE CITY OF COACHELLA AND
DMHA ARCHITECTURE AND INTERIOR DESIGN**

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

CITY OF COACHELLA

DMHA ARCHITECTURE & INTERIOR DESIGN

Approved By:

**GABRIEL D. MARTIN, PHD
CITY MANAGER**

By: _____

Its: _____

Approved as to Form:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

As envisioned, the selected design firms will provide design, contract administration and/or other architectural services for façade projects that the City of Coachella has either approved or approved with conditions for grant funding. The façade projects may consist of the improvement of business facades and the replacement of deteriorated or poor-quality exterior façade, including but not limited to doors, windows, sidings, awnings, and commercial signs. The programs are managed through the effort of the City of Coachella's Economic Development Department. In general, the following process is envisioned:

1. The project applicant applies for grant funding.
2. Upon request by the City, the design firm will work with Development Services and Economic Development Department staff to review proposed plan to ensure it meets City program goals and objectives, and to make recommendations about any refinements to the project scope. After a review of the project to determine eligibility, the City may approve the project, partially approve the project, or approve the project with conditions. At this time the City will also set the grant amount.
3. If the City determines that the project scope is promising but is in need of refinement, clarification, or minor changes, the City may assign one of the selected design firms to provide technical assistance to the project applicant.
4. The design firm will meet with the business owner to review their business needs, objectives, and project scope, and will provide design services, guidance, and technical assistance to help improve the project scope, ensure that it meets the City's program requirements, and has a well-defined scope and design to improve the chance of obtaining accurate, reasonable bids from vendors.
5. If additional design services are desired by the project applicant, they will negotiate independently with the design firm.
6. Architectural design services related to the pre-construction aspects of the projects.

EXHIBIT "B"
SCHEDULE OF SERVICES

October 1, 2024 – September 30, 2025

EXHIBIT "C"
COMPENSATION

Service Provided	Hourly Rate
Principal Architect/ Designer	\$ 250
Senior Project Manager / Architect / Designer	\$ 215
Project Manager / Architect	\$ 200
Senior Interior Designer	\$ 190
Job Captain	\$ 150
Designer	\$ 125
Senior Draftsperson/ BIM	\$ 125
Junior Draftsperson/ BIM	\$ 100
Junior Interior designer	\$ 100
Administrative Manager	\$ 90
Architectural Intern	\$ 60

Architect and his consultant team's professional liability for all services rendered under this agreement shall be limited to an amount not to exceed the architect's total fee or \$50,000 whichever is less.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and **MOUR GROUP, a CORPORATION**, with its principal place of business at **6593 RIVERDALE STREET, SAN DIEGO, CA 92120** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 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 represents that it is experienced in providing **MULTI-DISCIPLINARY ARCHITECTURE, STRUCTURAL ENGINEERING, CIVIL ENGINEERING, AND INTERIOR DESIGN** offering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **ON-CALL ARCHITECTURAL DESIGN SERVICES FOR THE CITY OF COACHELLA FAÇADE IMPROVEMENT PROGRAM** project ("Project") as set forth in this Agreement.

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 professional **ARCHITECTURAL DESIGN** consulting 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 **OCTOBER 1, 2024 to SEPTEMBER 30, 2025**, unless earlier terminated as provided herein. **THE CITY SHALL HAVE THE UNILATERAL OPTION, AT ITS SOLE DISCRETION, TO RENEW THIS AGREEMENT AUTOMATICALLY FOR NO MORE THAN TWO (2) ADDITIONAL ONE-YEAR TERMS.** Consultant shall complete the Services within the term of this Agreement, and shall meet any

other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 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 **FIFTY THOUSAND DOLLARS (\$50,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. 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. 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.

3.2.3 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.

3.2.4 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.

3.3 Responsibilities of Consultant.

3.3.1 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 on behalf of Consultant 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt

and timely manner and 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.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. 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: **GLENN MOURITZEN, PRESIDENT.**

3.3.5 City's Representative. The City hereby designates **DR. GABRIEL D. MARTIN, CITY MANAGER**, or his/her 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 this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **GLENN MOURITZEN, PRESIDENT**, or his/her 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.

3.3.7 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.

3.3.8 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 for herein. Any employee of the Consultant or its subconsultants 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.

3.3.9 Period of Performance.

3.3.9.1 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.

3.3.9.2 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.

3.3.9.3 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.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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, including all Cal/OSHA requirements, 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.

3.3.10.2 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.

3.3.10.3 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.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 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 additionally 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. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 cancel this Agreement.

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of 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, and if the total compensation is \$1,000 or more, 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, and volunteers 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.

3.4.3 Compliance Monitoring. 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 and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Termination of Agreement.

3.5.1.1 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.

3.5.1.2 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.

3.5.1.3 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 Indemnification.

3.6.1 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, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or

omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and 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, or volunteers.

3.6.2 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.

3.7 General Provisions.

3.7.1 Accounting Records. 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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: Mour Group
Riverdale Street
San Diego, CA 92120
ATTN: Glenn Mouritzen, President

City: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
ATTN: Dr. Gabriel D. Martin, City Manager

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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.

3.7.4.2 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 design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 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.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents 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.

3.7.4.5 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.

3.7.4.6 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, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. 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.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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.

3.7.13 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, and volunteers 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.

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

3.7.15 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.

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

3.7.17 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.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.7.19 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.

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

3.7.21 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
BETWEEN THE CITY OF COACHELLA AND
MOUR GROUP ENGINEERING + DESIGN**

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

CITY OF COACHELLA

MOUR GROUP ENGINEERING + DESIGN

Approved By:

**GABRIEL D. MARTIN, PHD
CITY MANAGER**

By: _____

Its: _____

Printed Name: _____

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

As envisioned, the selected design firms will provide design, contract administration and/or other architectural services for façade projects that the City of Coachella has either approved or approved with conditions for grant funding. The façade projects may consist of the improvement of business facades and the replacement of deteriorated or poor-quality exterior façade, including but not limited to doors, windows, sidings, awnings, and commercial signs. The programs are managed through the effort of the City of Coachella's Economic Development Department. In general, the following process is envisioned:

1. The project applicant applies for grant funding.
2. Upon request by the City, the design firm will work with Development Services and Economic Development Department staff to review proposed plan to ensure it meets City program goals and objectives, and to make recommendations about any refinements to the project scope. After a review of the project to determine eligibility, the City may approve the project, partially approve the project, or approve the project with conditions. At this time the City will also set the grant amount.
3. If the City determines that the project scope is promising but is in need of refinement, clarification, or minor changes, the City may assign one of the selected design firms to provide technical assistance to the project applicant.
4. The design firm will meet with the business owner to review their business needs, objectives, and project scope, and will provide design services, guidance, and technical assistance to help improve the project scope, ensure that it meets the City's program requirements, and has a well-defined scope and design to improve the chance of obtaining accurate, reasonable bids from vendors.
5. If additional design services are desired by the project applicant, they will negotiate independently with the design firm.
6. Architectural design services related to the pre-construction aspects of the projects.

EXHIBIT "B"
SCHEDULE OF SERVICES

October 1, 2024 – September 30, 2025

EXHIBIT "C" COMPENSATION

Fee schedule listing additional professional service or other direct costs (ODC's)

SCHEDULE OF CHARGES (January, 2024*)

Staff charges are for technical work. Direct charges are not made for administrative services, but only for technical typing required in preparation of reports. Hourly rates are as follows:

ADMIN ASST / WORD PROCESSOR	\$95.00
CAD OPERATOR	\$100.00
JUNIOR DESIGN	\$100.00
SENIOR CAD DESIGNER	\$110.00
JUNIOR ENGINEER	\$105.00
JOB CAPTAIN / DESIGNER	\$115.00
STRUCTURAL DESIGN ENGINEER	\$140.00
PROJECT ARCHITECT/PROJECT MANAGER	\$150.00
SENIOR PROJECT MANAGER	\$170.00
SENIOR ENGINEER	\$170.00
ARCHITECT	\$175.00
SENIOR ARCHITECT	\$195.00
PRINCIPAL ENGINEER	\$205.00
PRINCIPAL ENGINEER/PRESIDENT	\$260.00
LITIGATION SUPPORT (4 HOUR MINIMUM)	\$600.00

REIMBURSABLE EXPENSES

Project related expenses are to be considered reimbursable items in addition to the contract fee and are billed pursuant to the following reimbursable expense fee schedule:

Mileage	\$0.655/mile
Reproduction/Plotting	Cost + 15%
Air travel/Hotel/Meals	Cost + 15%
Parking, Postage, Courier Service	Cost + 15%
Sub-Consultant Expenses	Cost + 15%
Other Miscellaneous Direct Expenses	Cost + 15%

Architect and his consultant team's professional liability for all services rendered under this agreement shall be limited to an amount not to exceed the architect's total fee or \$50,000 whichever is less.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and **BFK ARCHITECTURE + PLANNING**, a **CORPORATION**, with its principal place of business at **215 N MARENGO AVENUE, SUITE 250, PASADENA, CA 91101** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 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 represents that it is experienced in providing and offering **ARCHITECTURE** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **ON-CALL ARCHITECTURAL DESIGN SERVICES FOR THE CITY OF COACHELLA FAÇADE IMPROVEMENT PROGRAM** project ("Project") as set forth in this Agreement.

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 professional **ARCHITECTURAL DESIGN** consulting 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 **OCTOBER 1, 2024** to **SEPTEMBER 30, 2025**, unless earlier terminated as provided herein. **THE CITY SHALL HAVE THE UNILATERAL OPTION, AT ITS SOLE DISCRETION, TO RENEW THIS AGREEMENT AUTOMATICALLY FOR NO MORE THAN TWO (2) ADDITIONAL ONE-YEAR TERMS.** Consultant shall complete the Services within the term of this Agreement, and shall meet any

other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 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 **FIFTY THOUSAND DOLLARS (\$50,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. 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. 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.

3.2.3 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.

3.2.4 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.

3.3 Responsibilities of Consultant.

3.3.1 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 on behalf of Consultant 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt

and timely manner and 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.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. 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: **BRIAN KNIGHT, PRESIDENT + CEO.**

3.3.5 City's Representative. The City hereby designates **DR. GABRIEL D. MARTIN, CITY MANAGER**, or his/her 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 this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **BRIAN KNIGHT, PRESIDENT + CEO**, or his/her 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.

3.3.7 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.

3.3.8 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 for herein. Any employee of the Consultant or its subconsultants 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.

3.3.9 Period of Performance.

3.3.9.1 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.

3.3.9.2 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.

3.3.9.3 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.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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, including all Cal/OSHA requirements, 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.

3.3.10.2 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.

3.3.10.3 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.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 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 additionally 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. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability:** (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 cancel this Agreement.

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of 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, and if the total compensation is \$1,000 or more, 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, and volunteers 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.

3.4.3 Compliance Monitoring. 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 and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Termination of Agreement.

3.5.1.1 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.

3.5.1.2 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.

3.5.1.3 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 Indemnification.

3.6.1 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, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or

omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and 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, or volunteers.

3.6.2 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.

3.7 General Provisions.

3.7.1 Accounting Records. 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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: BFK Architecture + Planning
215 N Marenga Avenue, Suite 250
Pasadena, CA 91101
ATTN: Brian Knight, President + CEO

City: City of Coachella
53990 Enterprise Way
Coachella, CA 92236
ATTN: Dr. Gabriel D. Martin, City Manager

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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.

3.7.4.2 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 design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 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.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents 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.

3.7.4.5 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.

3.7.4.6 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, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. 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.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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.

3.7.13 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, and volunteers 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.

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

3.7.15 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.

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

3.7.17 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.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.7.19 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.

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

3.7.21 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
BETWEEN THE CITY OF COACHELLA AND
BFK ARCHITECTURE + PLANNING**

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

CITY OF COACHELLA

BFK ARCHITECTURE + PLANNING

Approved By:

**GABRIEL D. MARTIN, PHD
CITY MANAGER**

By: _____

Its: _____

Printed Name: _____

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

EXHIBIT "A" SCOPE OF SERVICES

As envisioned, the selected design firms will provide design, contract administration and/or other architectural services for façade projects that the City of Coachella has either approved or approved with conditions for grant funding. The façade projects may consist of the improvement of business facades and the replacement of deteriorated or poor-quality exterior façade, including but not limited to doors, windows, sidings, awnings, and commercial signs. The programs are managed through the effort of the City of Coachella's Economic Development Department. In general, the following process is envisioned:

1. The project applicant applies for grant funding.
2. Upon request by the City, the design firm will work with Development Services and Economic Development Department staff to review proposed plan to ensure it meets City program goals and objectives, and to make recommendations about any refinements to the project scope. After a review of the project to determine eligibility, the City may approve the project, partially approve the project, or approve the project with conditions. At this time the City will also set the grant amount.
3. If the City determines that the project scope is promising but is in need of refinement, clarification, or minor changes, the City may assign one of the selected design firms to provide technical assistance to the project applicant.
4. The design firm will meet with the business owner to review their business needs, objectives, and project scope, and will provide design services, guidance, and technical assistance to help improve the project scope, ensure that it meets the City's program requirements, and has a well-defined scope and design to improve the chance of obtaining accurate, reasonable bids from vendors.
5. If additional design services are desired by the project applicant, they will negotiate independently with the design firm.
6. Architectural design services related to the pre-construction aspects of the projects.

**EXHIBIT "B"
SCHEDULE OF SERVICES**

October 1, 2024 – September 30, 2025

**EXHIBIT "C"
COMPENSATION**

HOURLY RATE SCHEDULE

BFK Architecture + Planning

Principal	\$220 per hour
Project Manager	\$160 per hour
Project Architect	\$150 per hour
Senior Designer	\$125 per hour

Architect and his consultant team’s professional liability for all services rendered under this agreement shall be limited to an amount not to exceed the architect’s total fee or \$50,000 whichever is less.



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager
Ismael Ortiz, Student Intern

SUBJECT: Authorize the City Manager to Execute Professional Services Agreements with Strategic Energy Experts Consulting for Assistance in Providing Greenfield Electric Utility and Electric Service for the City Municipal Utility.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with Strategic Energy Experts (S.E.E) Consulting for assistance in providing greenfield electric utility and electric service for its newly formed City Municipal Utility (CMU).

BACKGROUND:

The City has a goal to begin serving electricity to its two EDZs and ultimately the entire CMU. The seemingly easiest and most efficient way to achieve this goal is to phase the City into the electric utility business via setting up a “greenfield” electric utility to serve primarily the EDZs (Phase 1), then later expanding the City’s electric utility footprint to the City’s entire CMU (Phase 2). SEE proposes to be the Project Manager for these undertakings. This phase-in plan is described in more detail below.

On June 12, 2024 (Item 32), the City Council authorized staff to create a Request for Proposals (RFP) for a public-private partnership for implementing the City’s municipal electric utility per the feasibility study conducted by GDS.

DISCUSSION/ANALYSIS:

California regulation provides for a municipality to offer electrical service in undeveloped areas where there is little incumbent electric utility equipment. These new municipal electric utility entities are called “greenfield” utilities. The City’s General Plan (GP) divides the City into planning zones (Subareas) and provides zoning development information along with the amount of undeveloped land.

Subareas 7 and 10 each contain an EDZ. These two Subareas are prime locations for the City to initiate Phase 1 of its greenfield electric utility as both Subareas 7 and 10 have large amounts of undeveloped land and little incumbent electric utility facilities. This undeveloped land could be used for new warehouse space, industrial development, commercial applications and other retail purposes. Based upon the aforementioned scope of services and standard billing rates, we estimate the labor budget for this Project as follows:

Task	Fee
<i>Phase 1-Supervision and Management</i>	
▪ Finalize Greenfield Utility Paperwork	\$ 5,000
▪ Analysis of Existing IID Transmission Capacity and Determine Process for Obtaining	\$ 5,000
▪ Define Harrison/Polk Substation Timing, Location and Cost	\$ 5,000
▪ Determine Best Power Supply Option for Phase 1	\$ 5,000
▪ RFP for turnkey developer/operator	\$ 5,000
Phase 1 subtotal	\$ 25,000
<i>Phase 2-Supervision and Management</i>	
▪ Determine Best Power Supply Options for Phase 2	\$ 5,000
▪ Define new 230 kV Transmission Timing, Location and Cost, and Determine Feasibility of SCE Interconnection	\$ 5,000
▪ Phase 2 Proforma	\$ 5,000
<i>General-Supervision and Management</i>	
▪ Review west Riverside Munis	\$ 3,000
▪ Verify CMU Map	\$ 3,000
▪ LAFCO Paperwork	\$ 5,000
▪ Confirm 1934 Compromise Agreement Boundaries	\$ 3,000
▪ Develop Financial Plan	\$ 5,000
TOTAL	\$59,000

ALTERNATIVES:

1. Continue this item and provide staff direction.

FISCAL IMPACT:

The fiscal impact of this action would immediately be \$59,000 and would require an appropriation from the General Fund (Fund 101).

ATTACHMENT(S):

1. Professional Services Agreement (PSA) with Strategic Energy Experts for on-call utility services
2. Proposal – Strategic Energy Experts Consulting

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of September, 2024, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") and Strategic Energy Experts with its principal place of business at 7002 Soundview Drive, Gig Harbor, Washington (Consultant). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 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 represents that it is experienced in providing energy infrastructure, community outreach and engagement services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the current planning project management, long range planning and fiscal analysis projects ("Project") as set forth in this Agreement.

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 professional marketing and outreach consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, 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 September 16, 2024 to September 16, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in the amount of **Fifty-nine thousand dollars (\$59,000)**. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. 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. 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.

3.2.3 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.

3.2.4 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.

3.3 Responsibilities of Consultant.

3.3.1 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 on behalf of Consultant 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. 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 established schedules and deadlines.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. 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:

- **Gary S. Saleba, Principal**

3.3.5 City's Representative. The City hereby designates Gabriel Perez, Development Services Director, or his/her 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 this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **Gary S. Saleba, Principal**, or his/her 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.

3.3.7 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.

3.3.8 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 for herein. Any employee of the Consultant or its subconsultants 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.

3.3.9 Period of Performance.

3.3.9.1 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.

3.3.9.2 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.

3.3.9.3 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.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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, including all Cal/OSHA requirements, 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.

3.3.10.2 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.

3.3.10.3 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.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 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 additionally 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. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 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.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance

through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

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

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 cancel this Agreement.

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

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

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

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and

volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of 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, and if the total compensation is \$1,000 or more, 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, and volunteers 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.

3.4.3 Compliance Monitoring. 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 and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Termination of Agreement.

3.5.1.1 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.

3.5.1.2 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.

3.5.1.3 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 Indemnification.

3.6.1 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, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and 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, or volunteers.

3.6.2 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.

3.7 General Provisions.

3.7.1 Accounting Records. 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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:	STRATEGIC ENERGY EXPERTS 7002 Soundview Drive Gig Harbor, WA. ATTN: Gary S. Saleba
City:	City of Coachella 53990 Enterprise Way Coachella, CA 92236 ATTN: Dr. Gabriel Martin, City Manager

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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.

3.7.4.2 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 design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 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.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents 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.

3.7.4.5 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.

3.7.4.6 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, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. 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.

3.7.5 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.

3.7.6 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.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements

pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. 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.

3.7.13 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, and volunteers 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.

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

3.7.15 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.

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

3.7.17 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.

3.7.18 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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.7.19 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.

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

3.7.21 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.

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

- 3.7.22.1 Amendment(s)
- 3.7.22.2 This Agreement
- 3.7.22.3 Task Orders

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES BETWEEN THE CITY OF COACHELLA AND STRATEGIC ENERGY EXPERTS

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

CITY OF COACHELLA

STRATEGIC ENERGY EXPERTS

Approved By:

Gabriel D. Martin, Ph.D.
City Manager

Approved as to Form:

Best Best & Krieger LLP
City Attorney:

Attested By:

City Clerk

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Task	Fee
<i>Phase 1-Supervision and Management</i>	
▪ Finalize Greenfield Utility Paperwork	\$ 5,000
▪ Analysis of Existing IID Transmission Capacity and Determine Process for Obtaining	\$ 5,000
▪ Define Harrison/Polk Substation Timing, Location and Cost	\$ 5,000
▪ Determine Best Power Supply Option for Phase 1	\$ 5,000
▪ RFP for turnkey developer/operator	\$ 5,000
Phase 1 subtotal	\$ 25,000
<i>Phase 2-Supervision and Management</i>	
▪ Determine Best Power Supply Options for Phase 2	\$ 5,000
▪ Define new 230 kV Transmission Timing, Location and Cost, and Determine Feasibility of SCE Interconnection	\$ 5,000
▪ Phase 2 Proforma	\$ 5,000
<i>General-Supervision and Management</i>	
▪ Review west Riverside Munis	\$ 3,000
▪ Verify CMU Map	\$ 3,000
▪ LAFCO Paperwork	\$ 5,000
▪ Confirm 1934 Compromise Agreement Boundaries	\$ 3,000
▪ Develop Financial Plan	\$ 5,000
TOTAL	\$59,000

**EXHIBIT "B"
SAMPLE TASK ORDER FORM**

Task Order No. _____

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA

STRATEGIC ENERGY EXPERTS

Dated: _____

Dated: _____

By: _____

By: _____

Title: _____

Title: _____

August 15, 2024

Gabriel D. Martin, Ph.D.
City Manager
City of Coachella
53990 Enterprise way
Coachella, CA 92236

Dear Dr. Martin:

It is with pleasure that Strategic Energy Experts (SEE) presents this proposal to assist the City of Coachella (City) with setting up a greenfield electric utility to service its economic development zones (EDZ) and subsequently provide electric service to its newly formed City Municipal Utility (CMU). This proposal contains a conceptual framework for this Project, a scope of work, schedule and budget for the proposed activities performed by SEE. Each of these areas is discussed below.

Conceptual Framework for this Project

The City has a goal to begin serving electricity to its two EDZs and ultimately the entire CMU. The seemingly easiest and most efficient way to achieve this goal is to phase the City into the electric utility business via setting up a “greenfield” electric utility to serve primarily the EDZs (Phase 1), then later expanding the City’s electric utility footprint to the City’s entire CMU (Phase 2). SEE proposes to be the Project Manager for these undertakings. This phase-in plan is described in more detail below.

Overview of Greenfield Utility Business Model

California regulation provides for a municipality to offer electrical service in undeveloped areas where there is little incumbent electric utility equipment. These new municipal electric utility entities are called “greenfield” utilities.

The City’s General Plan (GP) divides the City into planning zones (Subareas) and provides zoning development information along with the amount of undeveloped land.

Subareas 7 and 10 each contain an EDZ. These two Subareas are prime locations for the City to initiate Phase 1 of its greenfield electric utility as both Subareas 7 and 10 have large amounts of undeveloped land and little incumbent electric utility facilities. This undeveloped land could be used for new warehouse space, industrial development, commercial applications and other retail purposes.

Phase 1 – Plan of Service

In order for the City to form a greenfield utility in Subareas 7 and 10, it would be necessary to build and interconnect two new substations with the existing IID 92 kV transmission line. The existing IID transmission line, based on preliminary analysis, has some capacity for wheeling power to the City's greenfield utility.

The two new substations have been referred to as Harrison Substation (in Subarea 7) and Polk Substation (in Subarea 10). Longer range in Phase 2, these stations may operate at 230 kV but for Phase 1 could operate at 92 kV if the initial Subareas 7 and 10 load is within the capacity limits of the existing IID transmission line.

Initially for Phase 1 power supply, it is likely that power purchase agreements (PPA) will be used that contain the required amount of RPS energy content. In the short term, the IID 92 kV line could be used to deliver power to the two new substations and on into the greenfield areas. IID also has a Schedule A-2 – General Wholesale Power Service which might be available on a short-term basis and to provide a bundled wholesale RPS-compliant power supply product.

SEE will coordinate and manage these Phase 1 activities.

Phase 2 – Plan of Service

Once the Phase 1 greenfield utility for the two EDZ Subareas is on a stable financial basis, the City can proceed into Phase 2. In this phase, gas generators or PPAs can be an interim step to meeting the City's power supply demand until the construction of 230 kV interconnection transmission facilities can be completed. At the time of completion, a longer-term power supply strategy will be needed. As Phase 2 progresses, the City could begin extending the greenfield facilities into the City's total CMU. As part of Phase 2, a new 230 kV transmission line will be needed to meet the loads of the two EDZs and the balance of the CMU load. The two substations would be connected via a 230 kV transmission line which would then extend east to the existing Coachella Valley substation for access to the California wholesale power market.

SEE will coordinate and manage these Phase 2 activities as well.

Proposed Scope of Work

Given the initial conceptual framework for this Project, the SEE team will undertake the following tasks.

Phase 1 – Specific

- Review timeline and process for forming a greenfield utility and assist in filing any required paperwork.
- Coordinate determining how much capacity exists in IID's 92 KV facilities that are in close proximity to the EDZs.
- Determine process and timeline to gain access to the 92 KV IID facilities. Assist other City staff and consultants in negotiating the required power products from IID.



- Assist in identifying the best location, cost and construction timeline for new Harrison and Polk substations.
- Supervise finding the best RPS compliant power supply options for Phase 1 to include pricing.
- Oversee the production of a 10-year financial proformas for greenfield utility to include load forecast, power supply and operating expenses, and capital costs.
- Develop and evaluate a request for proposal for a third party to set up and operate a turnkey municipal utility on behalf of the City in lieu of the City undertaking these tasks independently.

Phase 2 – Specific

- Supervise the determination of the best and RPS-compliant power supply options to include PPAs, City-owned generation, IID and independent power producer along with estimated costs.
- Coordinating the identification of the route and cost of 230 kV transmission line interconnection Polk and Harrison substations to the existing Coachella substations. Also, determine if there is a feasible Southern California Edison interconnection option and who would provide load balancing services and other ancillary power supply services.
- Provide QC/QA of a 10-year financial proforma for Phase 2 operations with attendant CMU retail rates and compare to IID forecasted retail rates.

Additional General Deliverables

- Review prior western Riverside County utility load forecasts.
- Verify map of CMU service territory.
- Participate in LAFCO process and assist in filing sphere of influence paperwork, if needed.
- Confirm Boundaries of 1935 Compromise Agreement.
- Develop financing plan for CMU capital facilities.
- Develop and evaluate a request for proposal for a third party to set up and operate a turnkey municipal utility on behalf of the City and in lieu of the City undertaking these tasks independently.

Schedule

The schedule for completing this scope of work and preparing a draft report will be determined by the City and accepted by SEE.

Budget

SEE bills on a time and materials basis. Our standard billing rates are:

Principal/Executive Consultant.....	\$260
Managing Director	240
Senior Project Manager	230
Project Manager	220
Senior Analyst/Engineer	195
Analyst	170

Based upon the aforementioned scope of services and standard billing rates, we estimate the labor budget for this Project as follows:

Task	Fee
<i>Phase 1-Supervision and Management</i>	
▪ Finalize Greenfield Utility Paperwork	\$ 5,000
▪ Analysis of Existing IID Transmission Capacity and Determine Process for Obtaining	\$ 5,000
▪ Define Harrison/Polk Substation Timing, Location and Cost	\$ 5,000
▪ Determine Best Power Supply Option for Phase 1	\$ 5,000
▪ RFP for turnkey developer/operator	\$ 5,000
Phase 1 subtotal	\$ 25,000
<i>Phase 2-Supervision and Management</i>	
▪ Determine Best Power Supply Options for Phase 2	\$ 5,000
▪ Define new 230 kV Transmission Timing, Location and Cost, and Determine Feasibility of SCE Interconnection	\$ 5,000
▪ Phase 2 Proforma	\$ 5,000
<i>General-Supervision and Management</i>	
▪ Review west Riverside Munis	\$ 3,000
▪ Verify CMU Map	\$ 3,000
▪ LAFCO Paperwork	\$ 5,000
▪ Confirm 1934 Compromise Agreement Boundaries	\$ 3,000
▪ Develop Financial Plan	\$ 5,000
TOTAL	\$59,000

Any out-of-pocket expenses incurred in conjunction with this Project will be billed at cost to the City. Out-of-pocket expenses will be minimal.

It should be noted that the aforementioned budget covers all SEE supervisory and management fees up to the actual City or third-party operation of the CMU. If there is a fatal flaw in the CMU concept and pursuit of the CMU project ceases, the SEE-related charges will be much less. At this point, we are only requesting authority to proceed with Phase 1 activities of \$25,000. The balance of the activities noted above will be approved by subsequent City actions.

We hope you find this proposal responsive to your needs. We look forward to discussing this proposal with you at your earliest convenience.

Very truly yours.

/s/

Gary S. Saleba
Principal
Strategic Energy Experts, LLC



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Appointment of ten Commissioners to the Coachella Youth Advisory Commission.

STAFF RECOMMENDATION:

Appointment of ten Commissioners to the Coachella Youth Advisory Commission.

EXECUTIVE SUMMARY:

In July, Council action approval of Resolution No. 2024-25 approved compensation for the existing Youth Advisory Commission (YAC). This resolution allows YAC Commissioners to receive a \$50.00 compensation per scheduled meeting; subject to the presence of a quorum. Since approval of Resolution 2024-25 the City has heavily marketed the opportunity through various outlets to Coachella youth. The YAC consists of ten (10) Coachella youth members that are enrolled in high school. Their duties shall include the following:

- Act in an advisory capacity to the city council in all matters involving young people in the City of Coachella.
- Work to anticipate the educational, recreational and cultural needs of the city's youth.
- Work to ensure the coordination of the community resources in order to improve the quality of life for all its youth.

The City Clerk's office has received the following ten (10) applications from Coachella youth for the YAC:

Youth Advisory Commission (10 open seats)

1. Alejandro Cobos
2. Sehwa Meza
3. Libni H. Valle
4. Ivan Mendez Perez
5. Dennis Castillo
6. Christian Fausto
7. Briana Lara-Saldivar
8. Allison Lopez
9. Izabella Nunez
10. Jade Arguelles

Council may at this time direct selection of Commissioners as follows:

- vote to elect the applicants currently on file (attached hereto); and/or
- choose to establish an ongoing application period to invite additional applicants to apply for the two vacant commissioner positions available; and/or
- provide alternate direction.

FISCAL IMPACT:

None.

Attachments: Applications received (10)



CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Allison Lopez

ADDRESS: 83300 Rosa Avenue

TELEPHONE: (760)-397-6804 E-MAIL: lopezallison9219@gmail.com

COMMISSION:

Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I should be appointed because I am a very well-aware and involved student at my high school. I have lots of experience managing youth problems. As the President of the Health Academy and Team Captain of the Varsity Tennis Team, I have gained much experience in dealing with issues affecting young people. As a low-income first-generation Latin student, I can relate to most problems students have. I've helped my peers with their grades, college questions, and opportunities, and just overall listened to any issues they had. I consider myself a reliable student, having handled several incidents effectively. As someone who's lived in the city of Coachella all my life, I am incredibly grateful for all the opportunities I've been given and I want the chance to give back as much as possible.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

Everyone needs feedback and I know how much effort both the City of Coachella and the School District put into the future generation. With this being said the goals and objectives of the Commission are to build relationships and trust within the younger generation. Allowing the future Youth Advisory team to build networking will strengthen students' involvement within the community. I never miss an opportunity to grow both professionally and personally. If chosen I will help achieve these goals and objectives by promoting community service, helping organize educational workshops, maintaining an online platform to involve the students more, and mentoring any underclassmen who need help with anything. And of course, helping with any of the youth is facing at the time.

3. What special qualities can you bring to the Commission?

One of the special qualities I can bring to the Commission is my curiosity. This trait drives me to explore new ideas, ask questions, and come up with solutions to the challenges faced by young people today. This has helped me throughout my education and I always seek to learn new things outside of the classroom as well. Another special quality I have is my optimistic trait, I've always believed that positive thinking can have a great impact on one's life in many ways. I am committed to creating and maintaining a positive environment within the Youth Advisory by encouraging my peers to see the potential in every situation and to work collaboratively towards our goals. No problem is too small and every attempt means so much. I'd love to help the youth grow professionally and help with any issues they might have. I believe these qualities can benefit the Commission.

4. Do you have any questions or comments about the Commission's structure or functions?

- How regularly do we meet?
- Do we need letters of recommendation to apply?
- When talking about youth issues, does that extend over to elementary school or just High School?
- Who will be present at the meetings, besides the Youth Advisory?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

Youth Ideas

- Broadening the education on mental health at schools
- Creating a tutoring program where students can tutor other students and receive community service hours
- Creating a safer pathway to school (where the date trees are at Coachella Valley High School)
- Free SAT & ACT workshops and testing
- Access to Financial Literacy Education
- Mentorship Program

Allison Lopez

Age: 17

Attending Coachella Valley High School

Allison Lopez

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)



CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Sehwa Meza

ADDRESS: 50691 Avenida Razon

TELEPHONE: 442-370-6187 E-MAIL: sehwashin111@gmail.com

COMMISSION:

- Planning
- Cultural and Arts
- Parks and Recreation
- Utilities User Tax Citizen Oversight (UUT)
- Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....
PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I believe that I am appointed to become a candidate is to approve my leadership skills and there's no place other than my community. I am one belt way from becoming a blackbelt in taekwondo. In eighth grade, I joined the ASB club and earned a position as treasurer. Also, I am one of the volleyball managers at Shadow Hill High School.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I believe that the commission goals and objectives for this and next year is having more youth programs and activity. And to also provide assistant for those in need. For example, giving the youth opportunities to explore their creativity and places. And also, to provide free education and free childcare for those in need.

3. What special qualities can you bring to the Commission?

Some special qualities that I can bring is great ideas for the youth in our community. Another quality is I have great leadership, public speaking and organization skills. I also love finding new ways to give back to the community. For example, participating in communities' services and attending youth town halls. My last and final reason is my multi-cultural background which gives me a diverse knowledge.

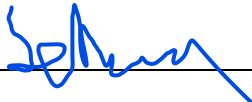
4. Do you have any questions or comments about the Commission's structure or functions?

No, I don't have any question about the commission structure nor function.

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

15 Shadow hill high school

Signature



Date 8-11-2024

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

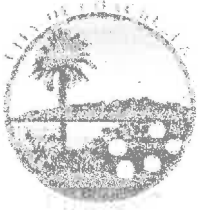
Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)



CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Libni H. Valle

ADDRESS: 86138 Cl Geranio, Coachella

TELEPHONE: (760) 569-5161 E-MAIL: L.Valle@cvusd.us

COMMISSION:

- Planning
- Cultural and Arts
- Parks and Recreation
- Utilities User Tax Citizen Oversight (UUT)
- Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one Commission/Committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1 Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I believe that I have the skills, background, and interest that make me a qualified candidate for this position. I am a passionate and engaged student dedicated to making a positive impact in my community. I have a track record of leadership and involvement in various extracurricular activities such as secretary of the Public Service Academy, Student Ambassador, member in the Student Organization for Societal Achievements, and a S.U.P.E.R. Peer Counselor.

2 What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goals of the Commission are to better the community, and by involving myself in the youth advisory, I can provide a unique perspective that can help achieve these goals. Through my involvement, I would contribute my ideas based on the experiences and perspectives of those who will ultimately benefit from the Commission's work. My goal is to make a meaningful impact by creating solutions that can make a difference.

3. What special qualities can you bring to the Commission?

I already had previous desire to help my community.

I have already conducted research on the city of

Coachella, specifically the crime and poverty levels.

4. Do you have any questions or comments about the Commission's structure or functions?

What days would these meetings be in? What other

responsibilities are expected for someone on the youth advisory?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

I am entering twelfth grade, seventeen years old,

and am currently enrolled in Coachella Valley High School.

Signature: [Handwritten Signature]

Date: 7/27/24

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June, mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella CA 92236



CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Dennis Castillo Diaz Alejandro

ADDRESS: 91096 lunaria ct Mecca CA

TELEPHONE: 760-899-0918 E-MAIL: denniscstlodz@gmail.com

COMMISSION:

- Planning
- Cultural and Arts
- Parks and Recreation
- Utilities User Tax Citizen Oversight (UUT)
- Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I think I should be appointed because a want to be a leader in my community and be a young example for others high schoolers. I have been volunteering in my local elementary to be an example for future generations.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I think the goals and objectives of the Commission are to help the young people in the community to be the best they can in the community. I can help achieve these goals by providing information for teenagers.

3. What special qualities can you bring to the Commission?

Some quality that I have may be that I can share information by spreading it to others.

4. Do you have any questions or comments about the Commission's structure or functions?

I have no questions.

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

I can benefit the City of Coachella by being an example to other young people and showing them how you can be a part of the community.

Signature Dehnis C Date 8-10-2024

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)



CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Christian Fausto

ADDRESS: 49615 Cesar Chavez St SPC 82 Coachella CA 92236

TELEPHONE: (760) 397-7535 E-MAIL: Kuram8437@gmail.com

COMMISSION:

- Planning**
- Cultural and Arts**
- Parks and Recreation**
- Utilities User Tax Citizen Oversight (UUT)**
- Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- Social Justice & Public Safety**

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

.....
PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I am a student who applied his time to assist in others. I along with peers have constructed documentaries and short films that was displayed in ceremonies such as the 100th water consolidation project at Westside Elementary, the closing ceremony film for the Coachella Promise Internship, and more. I believe I can strengthen the aim of the council. I feel the sense of duty to support this city and the future of all.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

To offer advice and to bring up beneficial change unto the youth. To assist our peers' endeavors and allow for greater communication between not just the youth but the general public. I see growth in communication and effort as the goal of the Commission. With my efforts and undying persistence I believe we can create community based projects that would allow networking and teamwork among our youth. Such as documentation and publication of projects which I am familiar with but most importantly what the youth strive on.

3. What special qualities can you bring to the Commission?

- I assume several perspectives of a situation and utilize what others are best at. I am not a very extroverted person nor am I so introverted; therefore, I am given the opportunity to see what my peers of both areas can do, what they want, and what their hopes for their futures are. No matter how demanding a task or project may be I am able to persevere.

4. Do you have any questions or comments about the Commission's structure or functions?

What is the city's goal?

What are some expectations?

How will information regarding the schedule be given?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

It is apparent that the youth are competitive. To allow an event of competitive teamwork would not only increase communication but confidence as well.

The byproduct of youth engagement in events would be beneficial for their futures and their mentalities. I wish to assist an opportunity of that ideal.

Signature 

Date 08/03/2024

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

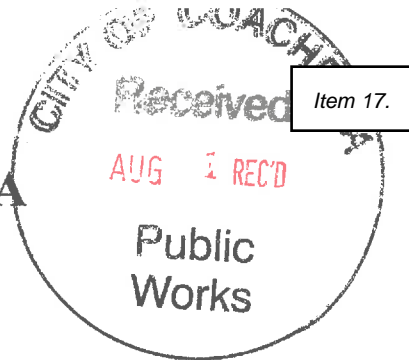
Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)



CITY OF COACHELLA
COMMISSION APPLICATION



NAME: Briana Lara-Saldivar

ADDRESS: 85886 Avenida Raylynn, Coachella, CA 92236

TELEPHONE: (760)-442-9813 E-MAIL: b.larasaldivar@gmail.com

COMMISSION:

- Planning
- Cultural and Arts
- Parks and Recreation
- Utilities User Tax Citizen Oversight (UUT)
- Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I believe I am qualified for the council because I represent
an very important community; the LUBTQ+ community.
I'm an active member in every activity led by LUBT members and
can therefore provide input from this specific group.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I would assume that the goals of the commission is to address
important issues while considering a younger audience, as well as
engaging them. To achieve these objective I would, as a commission participant,
would encourage my peers to participate in community hearings, events, etc.

3. What special qualities can you bring to the Commission?


On top of representing a unique group, I am very organized and have had leadership roles. It is important for groups to remain focus and fluidly handle discussions. Equally as important, is the trait to collaborate and work as a team, which are qualities expect in leadership role.

4. Do you have any questions or comments about the Commission's structure or functions?

My only question is in regards to the type of issues that the Youth advisory council handles; are they to the same extent that the city council discusses? or a moderate version / topics appropriate to our demographic?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

I am currently 17 years old and I attend Coachella Valley Highschool (CVHS).

Signature 

Date 07/30/2024

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

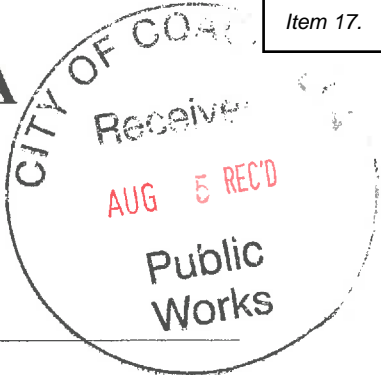
cityclerk@coachella.org

(Revised 10-30-2023)



CITY OF COACHELLA
COMMISSION APPLICATION

Item 17.



NAME: Alejandro Cobos

ADDRESS: 48596 Chakiton Peak St

TELEPHONE: 760-485-9628 E-MAIL: Cobos.A.Alejandro07@gmail.com

COMMISSION:

- Planning
- Cultural and Arts
- Parks and Recreation
- Utilities User Tax Citizen Oversight (UUT)
- Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I have a strong interest in Politics and my Prolonged efforts in community service reflect my

desire to be involved in the community. I have volunteered in the fire department (1 year) and in CVHS as a summer TA (2 years).

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goals and objectives of the Commission are to add a voice to the Council, the voice of the new generation,

AS an active member of community I represent the best interests of youth.

3. What special qualities can you bring to the Commission?

I am a social person that is not afraid to speak in front of others. I am more than willing to speak with the community and interact with them. I have studied politics and can have conversations while citing new and old literature.

4. Do you have any questions or comments about the Commission's structure or functions?

Will each member of the commission be assigned to one council member? And if so will we get the opportunity to interact with the rest of the council?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

I have participated in food drives and in cleanups lots for the City of Coachella before, I have a sense of belonging to this community, and I am eager to put my part as a representative of the youth in the council.

Signature



Date

8/3/2024

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)



CITY OF COACHELLA COMMISSION APPLICATION

Application **deadline** is: Friday, April 7, 2023
Application must be received by the deadline in order to be considered

NAME: Jade Arguelles

ADDRESS: 84500 52nd Ave, Coachella, CA 92236

TELEPHONE: 442 230 7683 **E-MAIL:** jade_arguelles@icloud.com

- To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.
- Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.
- In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

**** PLEASE SELECT THE COMMISSION YOU ARE APPLYING FOR ****

- Cultural and Arts
- Parks and Recreation
- Utility Users Tax Citizens Oversight
- Youth Advisory (you must be enrolled in High School) Indio High School
Please provide the name of the High School you attend: _____

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

Why I think I should be appointed is because I have had multiple experiences in leadership such as being captain of a girl's track and field, welcoming and helping my school's newer freshmen students along with being part of my school's environmental club. I also have work experiences as being a busser or bus girl in a restaurant.



CITY OF COACHELLA COMMISSION APPLICATION

Application deadline is: Friday, April 7, 2023
Application must be received by the deadline in order to be considered

NAME: Izabella Nunez

ADDRESS: 86105 Vista Del Sur, Coachella

TELEPHONE: 760-485-5890 E-MAIL: bella.nunez1@icloud.com

- To be eligible for appointment to the Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.
- Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.
- In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

**** PLEASE SELECT THE COMMISSION YOU ARE APPLYING FOR ****

- Cultural and Arts
- Parks and Recreation
- Utility Users Tax Citizens Oversight
- Youth Advisory (you must be enrolled in High School) Shadow Hills High School
Please provide the name of the High School you attend: _____

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I think I would be a good candidate for this youth advisory position because I would represent my community by helping and using my voice as a young woman in government. As a current Shadow Hills High School associated student body Sophomore class Vice President I would like to be more involved in my community as well as learn from current city council members about what it is to be a leader.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goals and objectives I see in the commission are to bring in perspectives from a younger generation. To gather different perspectives and experiences, and create connections. It would be a great accomplishment to share various perspectives, ideas, and experiences during a board meeting.

3. What special qualities can you bring to the Commission?

Special qualities I carry are passion for government and leadership, strategic planning, and strong communication skills.

4. Do you have any questions or comments about the Commission's structure or functions?

What skills and qualities would improve during our time on the youth commission? What are there main goals we achieve during our time in this commission?

5. Other comments and/or ideas as to how you as a member of the Commission could benefit the City of Coachella.

I would question and challenge the views of other people in a constructive way and raise the profile of young people within the community.

Signature:

eSigned via SeamlessDocs.com
Isabella Nunez
Key: 59cde1f0-a311-409c-a09f5f21d1acc086

Date:

03-12-2023

THIS ELECTRONIC DOCUMENT WILL AUTOMATICALLY ROUTE TO THE CITY CLERK'S OFFICE ONCE COMPLETED.



CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Ivan Mendez-Perez

ADDRESS: 84500 Avenue 52 Apt#122 Coachella, CA 92236

TELEPHONE: 760-454-8259 E-MAIL: ivanm3ndez2007@gmail.com

COMMISSION:

- Planning
- Cultural and Arts
- Parks and Recreation
- Utilities User Tax Citizen Oversight (UUT)
- Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

I should be appointed because of my great academic standing, leadership skills, and my strive to keep learning. I am qualified

to be a candidate for this position because of my background with being the Yearbook President and ASB member at CVHS.

I am a very helpful and giving person so I want to use these traits of mine to help this city with whatever i can.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

I believe the objective of the City of Coachella Commission is to make the City of Coachella a better, enjoyable,

sustainable, and safe place for everyone. I will help achieve these goals by speaking out on possible city improvements,

3. What special qualities can you bring to the Commission?

Some of my special qualities that I can bring to the Commission is my ability to lead because of my past and
current important roles that i play at CVHS. I am very handy when it comes to technology and cameras.
I am also very passionate for the positive impact that i can make to this community.

4. Do you have any questions or comments about the Commission's structure or functions?

How often does the Commission meet and which days are they? Where and who do i report to? How does the
Commission function?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

I am 17 years old, an upcoming senior at Coachella Valley High School.

Signature Ivan Mendez-Perez Date 08-02-2024

Note: Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member's term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member's previous nominee.

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Approve the Cooperative Agreement with the County of Riverside to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services and the Approve Cooperative Agreement between the Cities of Coachella, Indio, La Quinta and County of Riverside to Share the Cost of a Ladder Truck Company

STAFF RECOMMENDATION:

1. Approve a Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue, fire marshal and medical emergency services (Exhibit “A”);
2. Approve Cooperative Agreement between the Cities of Indio, La Quinta, Coachella, and the County of Riverside to share the cost of a ladder truck company (Exhibit “B”);
3. Authorize the City Attorney to make any necessary non-monetary changes to the agreement; and
4. Authorize the City Manager to execute the Agreement.

BACKGROUND:

Since 1990, the City of Coachella has received “All-Risk” fire services through a Cooperative Agreement with the County of Riverside. The current contract provides fire staffing for the only fire station in the City, Fire Station #79, which is in service 24 hours a day and provides a Battalion Chief to support and oversee day-to-day operations. In addition, the current contract provides a medic engine with three Captains, three Engineers, three Fire Fighters III and Office Assistant III.

Since 2006, the City has participated in a cooperative agreement to operate a ladder truck for the mutual benefit of the Cities of Coachella, Indio, La Quinta and County. The cost allocation remains the same: the City of Indio contributes 50%, the County 25%, and the cities of Coachella and La Quinta each pay 12.5% of the actual cost of staffing and ladder truck maintenance. The estimated cost for FY 2024/25 is \$271,515.

DISCUSSION/ANALYSIS:

On April 2024, Chief Bill Weiser provided a memo to City partners of the increase and cost estimates for fire service for the upcoming Cooperative Agreement (Exhibit “C”). On July 18, 2024, Chief Bill Weiser provided a memo to discuss items that may impact fire services and increase cost, which include the implementation of a 66-hour work week and CalPERS retirement contribution reduction.

On July 24, 2024 (Item 12), The City Council approved and filed the Notice of Completion for the completed Fire Station 79 Expansion and Rehabilitation Project (No. F-7).

Approval of the proposed agreements represents a continuation of current and new fire service levels for the City of Coachella. The new services consist of the addition of a new medic squad, which includes three new Engineers and three new Fire Fighter II Medic. This contract will also include the addition of Fire Marshal positions, including a Fire Marshal Specialist, and Deputy Fire Marshall. The proposed agreements increase the term limits from 3-years to 5-years, running from July 1, 2024, to June 30, 2029.

ALTERNATIVES:

1. Recommend denial of First Amendment.
2. Continue this item and provide staff with direction.

FISCAL IMPACT:

Overall, the annual cost for services for Fiscal Year 2024-2025 is estimated to total \$4,699,860. On July 10, 2024, the City Council approved a budget appropriation for Fiscal Year 2024-2025 for animal control services in the amount of \$5,396,227, so the proposed cost is within budgeted parameters and there will be no additional impact to the General Fund.

ATTACHMENT(S):

1. Exhibit “A” - Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue, fire marshal and medical emergency services;
2. Exhibit “B” - Cooperative Agreement between the Cities of Indio, La Quinta, Coachella, and the County of Riverside to share the cost of a ladder truck company; and
3. Exhibit “C” – Fire Department Memo on Fire Services Estimates
4. Exhibit “D” – Fire Department Memo on State Budget Impacts

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF COACHELLA**

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as “COUNTY”) and the City of Coachella, a municipal corporation (hereinafter referred to as “CITY”), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement (“CAL FIRE Agreement”) with the California Department of Forestry and Fire Protection (“CAL FIRE”) to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called “Fire Services”). This Agreement is entered into pursuant to the authority granted by Government Code section 55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY’s ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the County Board of Supervisors, or his/her designee (hereinafter referred to as “Chief”), shall represent COUNTY and CITY during the period of this Agreement, and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit “A,” attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison (“Fire Liaison”). The Chief may delegate certain authority to the Fire Liaison, as the Chief’s duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit “A.”

C. The Chief Deputy County Fire shall be the COUNTY Contract Administrator and is the liaison for the administration of this agreement.

D. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein. This flexibility shall include staffing challenges. The CITY shall be notified of any changes in classifications provided that differ from the Exhibit “A.”

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days' written notice of the proposed requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; (3) The number of employees, by classification, affected by the proposed increase or decrease; and (4) the date the Notice is sent to COUNTY. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code section 51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibits "A" and "C" approved by the parties hereto.

E. Chief Deputy County Fire, as the COUNTY Contract Administrator, may be authorized to negotiate and execute any amendments to Exhibit "A" or Exhibit "C" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" or "C" on behalf of CITY.

F. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this Agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure or is requested by the CITY, the COUNTY Fire Chief or Chief Deputy County Fire may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Two Thousand Two Hundred Eighty-Five Dollars (\$2,285) per day, or Fifteen Thousand Nine Hundred Ninety-Five Dollars (\$15,995) per week, not including equipment.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit "D"), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance No. 671 (Establishing Consolidated Fees For Land Use and Related Functions). Any services not provided for under Ordinance No. 671 will be at a cost to the CITY based upon the COUNTY-approved productive hourly rate for cost recovery.

K. In the event that a COUNTY owned squad, patrol (Type VI), or light vehicle is requested by the CITY for temporary operational use, the COUNTY Fire Chief or Chief Deputy County Fire may allow use of a COUNTY squad, patrol (Type VI), or light vehicle, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY squad, patrol (Type VI) or light vehicle as follows.

1. The squad rental fee shall be Fifty-two Dollars (\$52) per day; or Three Hundred Sixty-two Dollars (\$362) per week, not including equipment or fuel.
2. The patrol rental fee shall be Sixty-seven Dollars (\$67) per day; or Four Hundred Seventy-one Dollars (\$471) per week, not including equipment or fuel.
3. The light vehicle rental fee shall be Twenty-nine Dollars (\$29) per day; or Two Hundred Four Dollars (\$204) per week, not including equipment or fuel.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2024, to June 30, 2029.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the term of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code section 55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health

and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code sections 13051 and 13054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, County Ordinance No. 787.10, Section 5.D.2., and California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150 et seq. as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Coachella from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7.)

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a “Contract Administrator” who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief or County Contract Administrator that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a “reasonable period of time” shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm’s length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims that involve CAL FIRE employees, the claims shall be submitted to State of California Office of Risk and Insurance Management Department of General Services directly for processing.

SECTION XIV: ATTORNEYS’ FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party’s costs and expenses, including reasonable attorneys’ fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF COACHELLA
City Manager
53990 Enterprise Way
Coachella, CA 92236

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: PUBLIC RECORDS ACT REQUESTS

The parties understand and acknowledge that, as public agencies, COUNTY and CITY are required to comply with the Public Records Act (“PRA,” Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this Agreement.

SECTION XVII: ELECTRONIC SIGNATURE

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this agreement. The parties further agree that the electronic signatures of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

SECTION XVIII: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF COACHELLA

Dated: _____

By: _____
Dr. Gabriel Martin, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Delia Granados, Deputy City Clerk

By: _____
Carlos Campos, City Attorney

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: _____
Deputy

By: _____
MELISSA R. CUSHMAN
Deputy County Counsel

ESTIMATE

COACHELLA

JULY 9, 2024 - FY2024/2025

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
STA #79								
Medic Engine	807,784	3	712,096	3	615,191	3	2,135,071	9
<i>Medic Squad (Nov - Jun)</i>			<i>712,096</i>	<i>3</i>		<i>699,793</i>	<i>3</i>	<i>823,602</i>
SUBTOTALS	807,784		712,096		615,191	699,793	\$2,958,673	
SUBTOTAL STAFF	3			6	3	3		15.00
OFFICE ASSISTANT III (PCN 00138778)				96,537	each		96,537	1
<i>FIRE SAFETY SPECIALIST (Nov - Jun)</i>				<i>183,114</i>	<i>each</i>		<i>122,076</i>	<i>0.7</i>
<i>DEPUTY FIRE MARSHAL (Nov - Jun)</i>				<i>210,212</i>	<i>each</i>		<i>140,141</i>	<i>0.7</i>
SUBTOTAL							\$358,754	16
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)			26,620	per assigned Staff			435,763	16.37
Volunteer Program (Schedule B)			9,914	Per Entity Allocation			9,914	1
Medic Program (Schedule C)			13,898	Medic FTE and	2,720	per Defib	56,444	3.38
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff			114,818	15
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station	151,020	
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip			81,675	1
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station	157,536	
Facility Support (Schedule H)			427.33	Facility Station/FTE	1,777	per Station	8,669	
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station	20,246	
SUPPORT SERVICES ESTIMATE SUBTOTAL							1,036,084	
DIRECT CHARGES								
FIRE ENGINE USE AGREEMENT				36,250	each engine		36,250	1
COOPERATIVE TRUCK AGREEMENT 12.5%							271,515	12.5%
TOTAL STAFF COUNT								17.4
NET ESTIMATED CITY BUDGET							\$4,699,860	

1	Fire Stations	15.0	Assigned Staff
3,411	Number of Calls	0.24	Battalion Chief Allocation
3.67	Assigned Medic FTE	1.13	Indio Truck (12.5%)
2	Monitors/Defibs	**	16.37
1	Hazmat Stations		Total Assigned Staff
2	Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- Finance / Accounting
- Training
- Data Processing
- Personnel
- Public Affairs / Education
- Procurement
- Fire Fighting Equip.
- Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 24/25 POSITION SALARIES TOP STEP

381,708	DEPUTY CHIEF	36,250	FIRE ENGINE
376,698	DIV CHIEF	26,620	SRVDEL
315,635	BAT CHIEF	9,914	VOL DEL
269,261	CAPT	13,898	MEDIC FTE
302,696	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
237,365	ENG	7,655	BC SUPPORT
267,899	ENG/MEDIC	26,489	ECC STATION
205,064	FF II	36.51	ECC CALLS
233,264	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

EXHIBIT "B"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF COACHELLA
DATED JULY 1, 2024**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 79

Engine E79, RCO No. 07-869 (VIN: 4S7CT2D9X7C055426)

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$725,000. If this Agreement is entered into mid-

year, the annual cost will be prorated accordingly. Replacement cost is subject to change based on current Type I Fire Engine cost. See each respective fiscal year's Exhibit "A" for current Fire Engine Use Agreement costs.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF INDIO, THE CITY OF LA QUINTA, THE CITY OF COACHELLA, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A LADDER TRUCK COMPANY

THIS AGREEMENT (“Agreement”) was made and entered into this _____ day of _____, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as “COUNTY”), and the City of Indio, City of La Quinta, and the City of Coachella, each a duly created city (hereinafter each a “CITY” and collectively the “CITIES”). COUNTY and CITIES are hereinafter collectively referred to as the “Parties.”

SECTION I: PURPOSE

A. The COUNTY has contracted with the CITIES individually for the provision of Fire Protection, Fire Prevention, Rescue, and Medical Services in a separate cooperative agreement, respectively.

B. The CITIES and COUNTY desire to enter into a cost sharing agreement for a ladder truck which will be of mutual benefit for all involved agencies.

C. The CITIES and COUNTY believe the ladder truck staffing cost should be equitably distributed to the participating agencies.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The ladder truck shall be dispatched, when available, to all residential and commercial structure fires within the jurisdictions of the CITIES and COUNTY. The ladder truck shall also be utilized for staffing and expertise in other emergencies relating to entrapment and medical emergencies. The truck shall be located in a position to provide a response time of fifteen minutes, or less, to the CITIES.

SECTION III: COST SHARE

The Parties agree the cost of the ladder truck shall be billed to CITIES by the COUNTY with the normal quarterly billing pursuant to the CITIES’ respective cooperative agreements, and the cost will be shown as a line item on that bill. The CITIES will receive an estimated cost of the ladder truck staffing based on the top step salaries of the personnel assigned to the ladder truck, at the first of the fiscal year. The cost pool of the ladder truck shall consist of the salaries of 2.3 Fire Captains, 2.3 Fire Apparatus Engineers, 3 Firefighter II Paramedics, and 1.4 Firefighters II. A maintenance budget of \$20,000 will also be included in the cost pool. The cost shall be allocated as follows: the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve

and one half percent (12.5%) of the actual cost of the staffing and maintenance of the ladder truck.

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2024, to June 30, 2029. Any party to this Agreement may terminate this Agreement by providing a written notice of termination to the other parties hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of the California Department of Forestry and Fire Protection (hereinafter "CAL FIRE") or CITIES, COUNTY agrees to continue to provide Fire Services to CITIES until such time as CITIES have a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2027.

SECTION V: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITIES, their agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**City Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**County Liabilities**"). Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the City Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of a City Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, but subject to the limits in this paragraph, each CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**County Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by the respective CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the respective CITY, its officers, employees, subcontractors, agents, or representatives (collectively, "**City Liabilities**"). No CITY shall be required to indemnify, protect, defend

and hold harmless County Indemnites for the acts or omissions of another CITY giving rise to City Liabilities in that other City pursuant to this Agreement. Furthermore, and notwithstanding the first sentence of this paragraph, the City Liabilities with respect to which each CITY's obligation to indemnify, including the cost to defend, the County Indemnites does not apply with respect to City Liabilities resulting from the negligence or willful misconduct of a County Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION VI: OWNERSHIP, MAINTENANCE, REPAIRS

The City of Indio owns the ladder truck and maintains the insurance on said ladder truck. The ladder truck maintenance and/or repair costs shall be paid through the cost allocation plan or as a direct invoice allocated to each party, with the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve and one half percent (12.5%) of the actual cost of the maintenance and/or repair of the ladder truck.

SECTION VII: 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 addresses as the respective parties may provide in writing for this purpose.

CITY OF COACHELLA
City Manager
53990 Enterprise Way
Coachella, CA 92236

CITY OF INDIO
City Manager
100 Civic Center Mall
Indio, CA 92201

CITY OF LA QUINTA
City Manager
78-495 Calle Tampico
La Quinta, CA 92247

COUNTY OF RIVERSIDE
County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

Any notice required to be given hereunder to either party shall be given by personal delivery or be deposited in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII: GENERAL PROVISIONS

A. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid

unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both Parties.

B. DISPUTES

CITIES shall select and appoint a “Contract Administrator” who shall, under the supervision and direction of CITIES, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITIES has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITIES and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a “reasonable period of time” shall be ten (10) calendar days or less. CITIES and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITIES and COUNTY representatives may be resolved, by mutual agreement of the Parties, through mediation. Such mediator will be jointly selected by the Parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the Parties cannot agree to mediation, the Parties reserve the right to seek remedies as provided by law or in equity. The Parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the Parties is sophisticated and negotiated this Agreement and this venue at arm’s length. Pursuant to this Agreement, the Parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY’s contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

C. WAIVER

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. Each CITY's respective City Manager shall administer this Agreement on behalf of its own CITY.

F. ATTORNEYS' FEES

If CITIES fail to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITIES to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

G. PUBLIC RECORDS ACT REQUESTS

The Parties understand and acknowledge that, as public agencies, COUNTY and CITIES are required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The Parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this Agreement.

H. ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act ("CUETA") Civ. Code, §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or

logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

I. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[SIGNATURE PROVISIONS ON NEXT PAGE]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF COACHELLA

Dated: _____

By: _____
Dr. Gabriel Martin, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Delia Granados, Deputy City Clerk

By: _____
Carlos Campos, City Attorney

CITY OF INDIO

Dated: _____

By: _____
Lupe Ramos Amith, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Cynthia Hernandez, City Clerk

By: _____
Roxanne Diaz, City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

CITY OF LA QUINTA

Dated: _____

By: _____
Jon McMillen, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Monika Radeva, City Clerk

By: _____
William H. Ihrke, City Attorney

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: _____
Deputy

By: _____
MELISSA R. CUSHMAN,
Deputy County Counsel

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
 RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY
 FOR THE DESERT TRUCK SHARED WITH THE CITIES OF
 COACHELLA, INDIO AND LA QUINTA
 APRIL 1, 2024 FOR FY2024/2025

***See notation below for estimate assumptions**

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS
TRUCK 86	619,301	2.3	545,940	2.3	287,089	1.4	699,793
TRUCK MAINTENANCE							20,000
ESTIMATED BUDGET							\$2,172,123

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

City of Coachella Share 12.5%	\$271,515
City of Indio Share 50%	\$1,086,062
City of La Quinta Share 12.5%	\$271,515
County Share 25%	\$543,031

FY 24/25 POSITION SALARIES TOP STEP (per assumptions below)

381,708	DEPUTY CHIEF
376,698	DIV CHIEF
315,635	BAT CHIEF
269,261	CAPT
302,696	CAPT MEDIC
237,365	ENG
267,899	ENG/MEDIC
205,064	FF II
233,264	FF II/MEDIC

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 24/25 DIRECT BILL ACCOUNT CODE

520230 Cellular Phone	522380 Maint-Critical Systems
520300 Pager Service	522410 Maint-Health & Safety
520320 Telephone Service	522860 Medical-Dental Supplies
520800 Household Expense	522890 Pharmaceuticals
520805 Appliances	523220 Licenses And Permits
520830 Laundry Services	523680 Office Equip Non Fixed Assets
520840 Household Furnishings	523700 Office Supplies
520845 Trash	523780 Printed Forms
521380 Maint-Copier Machines	523800 Printing / Binding
521440 Maint-Kitchen Equipment	526700 Rent-Lease Building
521500 Maint-Motor Vehicles	526940 Locks/Keys
521502 Maint-Accident Repairs	527840 Training - Education / Tuition
521540 Maint-Office Equipment	529500 Utility - Electricity
521660 Maint-Telephone	529510 Utility - Heating Fuel
521680 Maint-Fuel Tanks	529550 Utility - Water
522310 Maint-Building and Improvement	537240 Interfnd Exp-Utilities
522340 Station Budgeted Maint-Bulding and Improvement	542060 Capital Improvements Remodeling
522360 Maint-Extermination	

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
 RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY
 FOR THE DESERT TRUCK SHARED WITH THE CITIES OF
 COACHELLA, INDIO AND LA QUINTA
 APRIL 1, 2024 FOR FY2025/2026

***See notation below for estimate assumptions**

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS
TRUCK 86	687,275	2.3	605,676	2.3	318,507	1.4	777,223 3
TRUCK MAINTENANCE							20,000
ESTIMATED BUDGET							<u>\$2,408,681</u>

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

City of Coachella Share 12.5%	<u>\$301,085</u>
City of Indio Share 50%	<u>\$1,204,340</u>
City of La Quinta Share 12.5%	<u>\$301,085</u>
County Share 25%	<u>\$602,170</u>

FY 25/26 POSITION SALARIES TOP STEP (per assumptions below)

424,655	DEPUTY CHIEF
419,073	DIV CHIEF
350,396	BAT CHIEF
298,815	CAPT
330,385	CAPT MEDIC
263,337	ENG
297,615	ENG/MEDIC
227,505	FF II
259,074	FF II/MEDIC

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 25/26 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and I
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supj
520800	Household Expense	522870	Other Medical Care
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permi
520830	Laundry Services	523680	Office Equip Non Fi
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Build

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
 RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY
 FOR THE DESERT TRUCK SHARED WITH THE CITIES OF
 COACHELLA, INDIO AND LA QUINTA
 APRIL 1, 2024 FOR FY2026/2027

***See notation below for estimate assumptions**

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS			
TRUCK 86	687,275	2.3	605,676	2.3	318,507	1.4	777,223	3	2,388,681	9
TRUCK MAINTENANCE										20,000
ESTIMATED BUDGET										<u>\$2,408,681</u>

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

City of Coachella Share 12.5%	<u>\$301,085</u>
City of Indio Share 50%	<u>\$1,204,340</u>
City of La Quinta Share 12.5%	<u>\$301,085</u>
County Share 25%	<u>\$602,170</u>

FY 26/27 POSITION SALARIES TOP STEP (per assumptions below)

424,655	DEPUTY CHIEF
419,073	DIV CHIEF
350,396	BAT CHIEF
298,815	CAPT
330,385	CAPT MEDIC
263,337	ENG
297,615	ENG/MEDIC
227,505	FF II
259,074	FF II/MEDIC

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 26/27 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and I
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supj
520800	Household Expense	522870	Other Medical Care
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permi
520830	Laundry Services	523680	Office Equip Non Fi
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Build

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
 RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY
 FOR THE DESERT TRUCK SHARED WITH THE CITIES OF
 COACHELLA, INDIO AND LA QUINTA
 APRIL 1, 2024 FOR FY2027/2028

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS
TRUCK 86	687,275	2.3	605,676	2.3	318,507	1.4	2,388,681
TRUCK MAINTENANCE							20,000
ESTIMATED BUDGET							\$2,408,681

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

City of Coachella Share 12.5%	\$301,085
City of Indio Share 50%	\$1,204,340
City of La Quinta Share 12.5%	\$301,085
County Share 25%	\$602,170

FY 27/28 POSITION SALARIES TOP STEP (per assumptions below)

424,655	DEPUTY CHIEF
419,073	DIV CHIEF
350,396	BAT CHIEF
298,815	CAPT
330,385	CAPT MEDIC
263,337	ENG
297,615	ENG/MEDIC
227,505	FF II
259,074	FF II/MEDIC

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 27/28 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and I
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supp
520800	Household Expense	522870	Other Medical Care
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permi
520830	Laundry Services	523680	Office Equip Non Fi
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Build

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
 RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY
 FOR THE DESERT TRUCK SHARED WITH THE CITIES OF
 COACHELLA, INDIO AND LA QUINTA
 APRIL 1, 2024 FOR FY2028/2029

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS			
TRUCK 86	687,275	2.3	605,676	2.3	318,507	1.4	777,223	3	2,388,681	9
TRUCK MAINTENANCE										20,000
ESTIMATED BUDGET										<u>\$2,408,681</u>

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

City of Coachella Share 12.5%	<u>\$301,085</u>
City of Indio Share 50%	<u>\$1,204,340</u>
City of La Quinta Share 12.5%	<u>\$301,085</u>
County Share 25%	<u>\$602,170</u>

FY 28/29 POSITION SALARIES TOP STEP (per assumptions below)

424,655	DEPUTY CHIEF
419,073	DIV CHIEF
350,396	BAT CHIEF
298,815	CAPT
330,385	CAPT MEDIC
263,337	ENG
297,615	ENG/MEDIC
227,505	FF II
259,074	FF II/MEDIC

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 28/29 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and I
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supj
520800	Household Expense	522870	Other Medical Care
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permi
520830	Laundry Services	523680	Office Equip Non Fi
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Build



MEMORANDUM

Riverside County Fire Department

Bill Weiser
County Fire Chief

DATE: April 2024

FROM: Diane Sinclair, Fire Deputy Director of Administration

RE: FY 24/25 & FY 25/26 Exhibit A Estimates

The following cost parameters are included in each Exhibit A Estimate.

Exhibit A Estimate

- For FY 24/25, the direct CalFire personnel costs have been calculated using the following information.
 - All Salaries are based on Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Memo dated February 14, 2024 (Attachment A) at the highest amount.
 - Benefits and Admin Fee are based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 – Preliminary (Attachment B).
 - The Benefit rate has a **one-time reduction** in retirement rates as outlined in the Local Government Cooperative Agreement Staff Benefit Rate 2024-25 Benefit Rate Matrix (Attachment C).
 - Included in each position calculation is 446 hours of overtime.
- For FY 25/26, the direct CalFire personnel costs have been calculated using the same information outlined above and eliminates the one-time retirement rate reduction.
- The direct County employee classifications estimates are based on FY 24/25 highest budgeted amount, not necessarily the highest step. All invoices will be at actual costs for the specific employee in the position.
- **Support Services Costs (Cost Allocation)**
 - All estimated costs are based on the FY 23/24 Cost Allocation and adjusted with a 5% increase and includes the new Battalion Chief Allocation methodology.
 - The Final FY 24/25 Cost Allocation is planned to be completed by July/August 2024, once the Board of Supervisors approves the Final FY 24/25 Budget.
 - The Final FY 24/25 Cost Allocation Plan is based upon budget and reconciled to actual costs in the 4th quarter invoice.

- The same rate is used for all future Exhibit A estimates.
- **Fire Engine Use Agreement**
 - The FY 24/25 rate has not changed from the amount provided in December 2023. The cost is based on the current contracted costs for Type I Fire Engines that have been received prior to FY 23/24. This cost is spread over 20 years to obtain the Use Agreement amount. The FY 23/24 cost is \$36,250 per engine.
 - The FY 25/26 rate will increase to \$55,000 per Type I Fire Engine. The cost of each Type I Fire Engine is \$1.1 million and has increased by \$375,000 since FY 19/20. The rate was last updated in FY 19/20.
 - The agreement is not a capital replacement fund. It guarantees a working fire engine is always available. If the city partner retains ownership, all capital improvements and insurance is the responsibility of the city. The city may donate the engine to the County and this responsibility will revert to the County.
- **Structural Fire Tax Credits** (for those cities with pass through on taxes)
 - The credit is the same as the amount estimated in the FY 23/24 Exhibit A estimates in December 2023
 - The credit is estimated based upon the final redevelopment amounts received in January 2023 and June 2023 and the Structural Taxes reported in December 2022 with an estimated historical growth.
 - The credit is an estimate. Each credit is reconciled with the actual reports from the County Auditor Controller in the 4th Quarter Invoice.
 - The same amount is used for all future Exhibit A estimates.

Please contact your respective Division Chief or Diane Sinclair at (951) 453-9066 diane.sinclair@fire.ca.gov or Letty Morales at (951) 940-6778 letty.morales@fire.ca.gov with any questions related to the Exhibit A estimate.

Thank you.

Attachments:

- A - Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Memo Dated February 14, 2024
- B - Staff Benefit Rate Matrix FY 2024-25 dated January 2024 – Preliminary
- C - Local Government Cooperative Agreement Staff Benefit Rate 2024-25 Benefit Rate Matrix

ATTACHMENT A

State of California

Natural Resources Agen

Item 18.

Memorandum

To: Region Chiefs
Assistant Region Chiefs
Unit Chiefs
Unit LG Contacts

Date: February 14, 2024

Telephone: (530) 647-5209

Website: www.fire.ca.gov

From: DocuSigned by:
Nathan Barcklay
Nathan Barcklay
Assistant Deputy Director, Cooperative Fire
California Department of Forestry and Fire Protection (CAL FIRE)

Subject: 8500 COOPERATIVE FIRE PROGRAMS
Local Government Program
Schedule A and Amador Plan
Salary, Pay Differentials, and Operating Expense Schedule FY 2024-2025

The rates in this memorandum are for use in Public Resources Code (PRC) §4142 (Schedule A) and PRC §4144 ("Amador") Agreements for Fiscal Year 2024-2025. These rates are based on the current provisions of the negotiated Memorandum of Understanding (MOU) for the various Bargaining Units (BUs), laws, rules, regulations and/or personnel policies established by the California Department of Human Resources (Cal HR). This memorandum and any associated updates can be found on the CALFIRE Intranet under the Local Government Resources Page at: <https://inside.fire.ca.gov/offices-programs/fire-protection/local-government/>.

The salaries identified in this schedule are based on current negotiated Memorandum of Understandings up to June 30, 2024, and may be subject to change, as identified by CalHR. Bargaining Units other than BU8 may be affected as well.

STAFF BENEFIT RATES

The components of the staff benefit that apply to the salary and wages in the expense schedule are identified below and include:

¹Full Staff Benefit Rate.

²Retirement, Employee Leave Buyout, Medicare and Prefunding of post-employment benefits.

³Medicare only.

⁴Retirement, Medicare and Prefunding of post-employment benefits.

⁵Social Security and Medicare only.

*Staff Benefit Rates are not included for this expenditure.

RATE LETTER FY 2024-2025

Page 2

PAY DIFFERENTIALS

All pay differentials are classification specific and may be eliminated due to classification, duties, or qualification changes. For complete listing of rates for all eligible classifications, please refer to the pay differential.

1. NIGHT-SHIFT PAY DIFFERENTIAL¹

In accordance with [Night-Shift Pay Differential 85](#) and applicable BU MOUs, eligible rank and file employees in covered classifications working a qualifying shift and meeting the applicable criteria shall be eligible to receive this pay differential. This differential is included in the rate when calculating overtime.

BU 07 employees (e.g., Communications Operators) who regularly work shifts shall receive one dollar (\$1.75) per hour night shift pay differential.

2. HAZMAT PAY DIFFERENTIAL¹

In accordance with [Recruitment and Retention Pay Differential - Hazardous Materials \(HAZMAT\) 143](#) and the BU 08 MOU, Section 17.9, rank and file employees and excluded employees associated with BU 08 regularly assigned to any CAL FIRE dedicated HAZMAT emergency response unit on a full-time basis, or at the discretion of the Unit Chief, any BU 08 employee who is a HAZMAT Technician or Specialist, who is required to maintain certification and a yearly baseline physical as part of his/her assignment as a member of a HAZMAT Response Team shall be eligible to receive a pay differential of \$150 per pay period while so assigned. This differential is included in the rate when calculating overtime.

3. LONGEVITY PAY DIFFERENTIAL¹

In accordance with [Longevity Pay Differential 73](#) and the BU 08 MOU, Section 17.10, rank and file employees and excluded employees associated with BU 08, shall be eligible to receive a monthly pay differential calculated above the base salary as listed below and is included in the rate when calculating overtime:

YEARS OF SERVICE	RATE
17 and 18	3%
19	4%
20	5%
21	6%
22, 23, and 24	7%
25	9%

4. BILINGUAL PAY DIFFERENTIAL¹

In accordance with [Bilingual Pay Differential 14](#) and applicable BU MOUs, eligible rank and file employees and excluded employees meeting the applicable criteria shall be eligible to receive a pay differential for up to \$200 per pay period. This differential is included in the rate when calculating overtime for classifications eligible for overtime.

RATE LETTER FY 2024-2025

Page 3

5. EDUCATIONAL INCENTIVE PAY DIFFERENTIAL¹

In accordance with [Educational Incentive Pay Differential 45](#) and the BU 08 MOU, Section 17.11, all permanent rank and file employees who meet at least one of the following criteria will be eligible to receive a pay differential of \$150 per pay period:

- Permanent employees in fire protection classifications who have been journeyed under the approved Joint Apprenticeship Committee (JAC) program or who have been granted a journey-level equivalency, or permanent employees in fire protection classifications with an appointment prior to the initiation of the California Fire Fighter JAC program on July 1, 1983.
- Employees in the following classifications: Battalion Chief, Forester I, and Fire Captain.
- Permanent employees in classifications that do not require a JAC certificate program [e.g., Forestry Fire Pilot, Fire Prevention Assistant, Fire Prevention Specialist I and II, and Forestry Logistics Officer I] who have completed 60 units from and accredited community college, college, or university. This differential is included in the rate when calculating overtime.

6. ASSISTANT CHIEF PAY DIFFERENTIAL¹

In accordance with [Assistant Chief Pay Differential 9](#), employees in the Assistant Chief classification serving in a qualifying assignment (Deputy Chief) meeting the applicable criteria shall be eligible to receive a pay differential of 1.9% calculated above the base salary per pay period.

CLASSIFICATION	MAX
Assistant Chief	\$212

7. CAL FIRE CHIEF OFFICER AND RELATED CAREER EXECUTIVE ASSIGNMENT (CEA) RECRUITMENT AND RETENTION PAY DIFFERENTIAL¹

In accordance with [CAL FIRE Chief Officer and Related CEA Recruitment and Retention Pay Differential 369](#), eligible incumbents in an identified classification will receive this monthly pay differential, specific to the classification. This differential is for the purposes of recruiting and retaining experienced staff in the Chief Officer series. For the first 24 months, eligible incumbents will receive a monthly differential with a phased portion subject to CalPERS deduction. After 24 months, eligible incumbents receive the full monthly differential which will be subject to CalPERS deduction for retirement contributions.

STAGING PERIOD	CONTRIBUTION FACTOR
First 12-month period:	PERSable = smaller portion Non-PERSable = larger portion
Second 12-month period:	PERSable = larger portion Non-PERSable = smaller portion
After 24-month period:	All PERSable

RATE LETTER FY 2024-2025

Page 4

8. COMMERCIAL DRIVERS LICENSE PAY DIFFERENTIAL (HEM)¹

In accordance with the [Commercial Driver's License Class A or B Pay Differential 34](#) and the BU 12 MOU, Section 2.15, all Heavy Equipment Mechanics (HEM) shall be eligible to receive a pay differential of 5% per pay period for possession and use of a commercial driver license when regularly assigned to a position operating vehicles which require the appropriate driver's license. The 5% is calculated on the base salary at the maximum of Range A. This differential is included in the rate when calculating overtime.

CLASSIFICATION	MAX
Heavy Equipment Mechanic	314

9. PASSENGER ENDORSEMENT PAY DIFFERENTIAL (HFEO)¹

In accordance with [Passenger Endorsement Pay Differential 228](#) and the BU 08 MOU, Section 17.13 all permanent Heavy Fire Equipment Operators (HFEO) possessing a passenger endorsement on their driver's license are eligible to receive a pay differential of \$75 per pay period. This differential is included in the rate when calculating overtime.

10. FIRE MISSION PAY DIFFERENTIAL ¹

In accordance with [Fire Mission Pay Differential 59](#) and the applicable MOUs, employees in eligible classifications receive the appropriate increase during the declared fire season for the employee's Unit, Region, or other Administrative Unit. Eligible employees will receive a pay differential of one or two pay step increases in accordance with the pay differential. One step is equivalent to 5%. Heavy Equipment Mechanics earn two steps (10%) for this differential. This differential is included in the rate when calculating overtime.

CLASSIFICATION	MAX
Heavy Equipment Mechanic, Range A	\$628
Heavy Equipment Mechanic, Range B	\$689
Materials and Stores Specialist, Range A	\$228
Materials and Stores Specialist, Range B	\$250
Fire Prevention Specialist I	\$244
Fire Prevention Specialist II	\$279
Forestry Aide	\$208
Forestry Assistant I, Range A	\$277
Forestry Assistant I, Range B	\$303
Forestry Assistant, II Range A	\$318
Forestry Assistant, II Range B	\$349
Forestry Logistics Officer I, Range A	\$257
Forestry Logistics Officer I, Range B	\$283
Forestry Logistics Officer II	\$283
Forestry Technician, Range A	\$242
Forestry Technician, Range B	\$264

RATE LETTER FY 2024-2025

Page 5

11. EXTENDED DUTY PAY DIFFERENTIAL¹

In accordance with [Extended Duty Pay – Excluded Employees Pay Differential 54](#), excluded employees in eligible classifications whose primary responsibility is in a fire protection or resource management program are eligible for a 15% monthly pay differential. This is calculated on the employee's base salary.

CLASSIFICATION	MAX
Assistant Chief	\$1,672
Forestry Equipment Manager I	\$1,270
Forestry Equipment Manager II	\$1,349

12. PARAMEDIC RECRUITMENT AND RETENTION PAY DIFFERENTIAL⁴

In accordance with [Paramedic Recruitment and Retention Pay Differential 247](#) and the BU 08 MOU, Section 17.12, the pay differential shall be paid annually in the November pay period for the pay periods covering the previous November through October. This differential is included in the rate when calculating overtime. All qualifying pay periods in one of the following eligible classifications shall count in determining the rate of pay:

CLASSIFICATIONS
Fire Fighter II (Paramedic)
Fire Apparatus Engineer (Paramedic)
Fire Captain (Paramedic)

The rates are as follows:

QUALIFYING PAY PERIODS	COST PER PAY PERIOD
1-12	\$250
13-24	\$300
25-36	\$350
37 or more	\$500

If the employee transfers/promotes, the Unit receiving the employee will be responsible for the pay periods in the newly assigned Unit. The Unit where the employee came from will be responsible for the remaining pay periods.

13. EMERGENCY RESPONSE BONUS (ERB)⁴

In accordance with the [ERB Pay Differential 50](#), the following positions will be charged for extended staff availability if an employee is assigned to an Emergency Response Assignment. This 5% ERB is calculated on the employee's base salary.

RATE LETTER FY 2024-2025

Page 6

CLASSIFICATION	MAX.
Forestry Equipment Manager I	\$423
Forestry Equipment Manager II	\$450

14. RECRUITMENT AND RETENTION DIFFERENTIAL PAY – GREATER BAY AREA FACILITIES³

In accordance with the [Recruitment and Retention Pay Differential 409](#), unit 12 employees who are designated a headquarters work in the Greater Bay Area (counties include Alameda, Contra Costa, Marin, Monterey, Napa, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma), shall be eligible for a recruitment and retention differential of (5%) of their base pay for each qualifying pay period.

15. FLEXELECT AND COBEN EXCESS/CASH PAYMENT⁵

Employees may be eligible for a cash payment through [FlexElect](#) or [COBEN Excess/Cash](#). This compensation is included in the rate when calculating overtime.

FlexElect: Employees may be eligible to receive cash in lieu of their own State-sponsored medical insurance and/or dental insurance plan.

- \$128 per month in lieu of health plan only
- \$12 per month in lieu of dental plan only
- \$140 per month in lieu of health and dental plans

CoBen Cash: Employees may be eligible to receive cash in lieu of their own State-sponsored medical insurance and/or dental insurance plan.

- \$130 per month for employees in lieu of health plan only
- \$155 per month for employees in lieu of health and dental plans

CoBen Excess: Employees who elect to enroll in State-sponsored medical and/or dental insurance may receive the excess funds should their CoBen Allowance not be fully expended on coverage costs. Eligibility and cash amount vary by employee, Bargaining Unit and benefit plan.

SALARY AND POST COVERAGE**16. PERSONAL SERVICES MONTHLY SALARY RANGES¹**

See attached spreadsheet (Appendix A). For a complete listing of all civil service classifications and associated pay structure, please refer to the [State of California Civil Service Pay Scales](#).

17. CONTRACTUAL POST COVERAGE¹

The monthly contractual post coverage is calculated at top step for salary and Extended Duty Week Compensation (EDWC) overtime and benefits.

RATE LETTER FY 2024-2025

Page 7

OVERTIME AND OTHER MISCELLANEOUS COMPENSATION**18. EXTENDED DUTY WEEK COMPENSATION (EDWC) ²**

In accordance with the BU 8 MOU, EDWC (76 or 124 hours per work period) is calculated (rounded) utilizing the maximum salary rate of the classification utilizing

the BU 8 MOU formula described below. Additionally, the average monthly rate in the chart below is determined by multiplying the monthly EDWC compensation by the number of work periods per year (13), then dividing by 12.

Formula:

$$((Salary \div 4.33) \div Clock) \times factor = Hourly Rate of Pay (HROP)$$

The following budgeted Schedule A positions used by local government must have EDWC budgeted for **each month** at the following rates:

CLASSIFICATION	EDWC WITHOUT HAZMAT PAY DIFFERENTIAL*	EDWC WITH HAZMAT PAY DIFFERENTIAL*
Battalion Chief	\$4,449	\$4,530
Fire Apparatus Engineer	\$3,435	\$3,516
Fire Apparatus Engineer (Paramedic)**	\$3,941	\$4,022
Fire Captain, Range A	\$3,845	\$3,926
Fire Captain, Range B	\$4,231	\$4,312
Fire Captain (Paramedic)**	\$4,378	\$4,459
Fire Fighter I*	\$2,722	\$2,802
Fire Fighter II	\$3,105	\$3,185
Fire Fighter II (Paramedic)**	\$3,585	\$3,666
Heavy Fire Equipment Operator, Range A	\$3,804	\$3,926

* Includes Longevity Pay, but not eligible for Educational Pay Differential.

** Includes Paramedic Recruitment and Retention Pay Differential.

19. OVERTIME (OT)

OT requirements beyond the scheduled duty week should be budgeted at 1-1/2 times or the rate set forth in the applicable MOU. OT may also be budgeted to cover positions or may be in-lieu of the emergency response charge when continuous emergency availability is not required. The hourly rate of OT is dependent upon classification and additional compensation such as pay differentials.

- Certain classifications may or may not be subject to Social Security and/or Medicare. Eligibility may vary based upon classification and on employment history.

RATE LETTER FY 2024-2025

Page 8

20. AMADOR PROGRAM**ENGINE STAFFING**

CAL FIRE will assign sufficient personnel to provide one operator, per Amador engine, per day. The cooperater will be responsible for providing funds for a minimum of one employee, per engine, per day for 2.0 staffing and funding for any additional positions to meet engine staffing requirements in excess of 2.0 and all unplanned overtime costs.

SUPPORT STAFF RATES^o

Costs for Battalion Chiefs, Emergency Command Center Staff, Fire Prevention staff, Training staff or other positions with a significant commitment to the cooperating agency as determined by the Unit Chief are:

CLASSIFICATION	MONTHLY COST
Battalion Chief (Nonsupervisory)	\$1,119.00
Fire Captain	\$935.00
Fire Apparatus Engineer	\$831.00

21. OPERATING EXPENSES**A. Coveralls for Heavy Fire Equipment Operators (HFEO)* and HEM***

In accordance with BU 08 MOU, Section 11.12, HFEOs receive two sets of coveralls that are provided and maintained by the employer. The cost may vary depending on location.

In accordance with BU 12 MOU, Section 4.4, identified employees and HEMs receive employer-provided-and-maintained coveralls through a cleaning service. The cost may vary depending on location.

- Use \$12 per pay period for each HFEO and HEM

B. Communications

The communication rate from the Department of General Services (DGS) has been recalculated individually for each CAL FIRE Unit that is using the DGS Telecom Division. Use the following rates for Fiscal Year 2024-2025:

RATE LETTER FY 2024-2025

Page 9

.PUBLIC RESOURCES CODE SECTION 4144	
Mobile Radio	\$13.75
Electronic Siren	\$8.29
Fixed Stations	\$66.31
Handie Talkie	\$7.08
	HOURLY RATE
Engineer Time	\$171.00/hour
Technician Time	\$144.00/hour

C. Information Technology

Costs for Information Technology (IT) services are identified below:

IT SERVICE/MAINTENANCE	MONTHLY	ANNUALLY
Target Solutions Account CAL FIRE Uniform		\$75.00
Target Solutions Account CAL FIRE Support Staff and Assistant Chief and above		\$37.50
Target Solutions Account Seasonal Firefighter (FF)		\$50.00
Target Solutions Account Volunteer or Paid Call FF		\$50.00
INTIME Solutions/ ISELINK Account		\$57.00

D. Uniform Allowance³

For BU 01, BU 07, BU 12, and managers and supervisors, retirement or staff benefits are not deducted. BU 01, BU 07, and BU 12 employees must work an entire year to receive reimbursement.

In accordance with BU 07 MOU, employees receive a \$25 per month for the maintenance and cleaning of the uniforms.

For employees who work the whole month, bill the monthly rate. For employees who work less than a full month on Schedule A, calculate by the number of days worked within the month.

RATE LETTER FY 2024-2025

Page 10

BARGAINING UNIT	YEARLY RATE	MONTHLY RATE FOR BILLING PURPOSE ONLY
BU 08 and Supervisors/Managers MOU Section 12.3		
Permanent Full-Time Wearer	\$2,130	\$177.50
Seasonal	N/A	\$178.00
BU 12 MOU Section 12.8		
Heavy Equipment Mechanic	\$670	\$55.83
Materials and Stores Specialist	\$670	\$55.83
BU 07 MOU Section 12.2		
Communications Operator	\$950	\$104.17
BU 01 Supervisors MOU Section 12.11		
Business Service Officer I (Supervisor) (with receipts)	\$450	\$37.50

E. Tool Allowance

In accordance with BU 12 MOU Section 12.6 Permanent, Full-Time HEMs not provided with tools furnished by the contracting agent or having access to the necessary tools to perform required tasks will receive an annual tool allowance of \$575.

F. Utilities

Utilities and telephone charges are budgeted based on projections of actual expenses for 4142 agreements. Amador Plan utility rates are:

UTILITIES RATE PER MONTH	
Unit Emergency Command Center	\$129.00
Fire Station Normally Opened for Administration During Base Period	50% of Projected Costs
Fire Station Normally Closed (Except CAL FIRE Costs)	100% of Projected Costs

G. Vehicle Maintenance

- Local Agency-Owned Equipment that are to be maintained and repaired by CAL FIRE must be budgeted and listed by category (e.g., flat rate, mileage rate, or actual cost) in the Exhibit D, Schedule A and then described on Exhibit D, Schedule D of the Cooperative Fire Programs Fire Protection Reimbursement Agreement. Local agency equipment is categorized as follows:

1. RATED EQUIPMENT	2. UNRATED EQUIPMENT
(A) Monthly Flat Rate	(C) Actual Cost
(B) Mileage Rate	
(C) Actual Cost	

RATE LETTER FY 2024-2025

Page 11

- Rated Equipment 1(A) applies to fire apparatus built on commercial chassis less than 15 years old and on custom chassis less than 20 years old. Surveyed CAL FIRE engines and apparatus obtained through federal surplus may not be included. Equipment should be identified to the 3rd element as described below, then a Unit derived monthly flat rate should be set based on past and projected future expenses for the equipment funded in the contract.

Rated Equipment 1 (A) 1st Element Size and Type	2nd Element Main Engine Fuel Type	3rd Element Estimated Monthly Mileage
1. Fast Attack Unit	A = Gasoline	1. 0-500 miles
2. Engine Less Than 1000 GPM	B = Diesel	2. 500+ miles
3. Engine 1000 GPM and Over		
4. Aerial Apparatus or Other Specialized		
5. Water Tender, 1500 Gallons and Over		

- Rated Equipment 1(B) applies to passenger and service-type vehicles. Surveyed CAL FIRE vehicles and vehicles obtained through federal surplus may not be included.

Rated Equipment 1(B)	\$/Mile As of 01/01/24
Sedans/Pickups/Service Vehicles	\$0.67 (Set by IRS annually)

- Rated Equipment 1(C) and Unrated Equipment 2(C) applies to vehicles that will be operated, maintained and repaired at actual cost up to the maximum dollars budgeted in schedules. The hourly rate will be billed at \$200.00 an hour.
- State-Owned Equipment
State-owned vehicles registered in the name of the state and operated on behalf of the local agency.

Sedans/Pickups	\$/Mile As of 01/01/24
Schedule A	\$0.67 (Set by IRS annually)
Amador Plan	\$0.67 (Set by IRS annually)
Engines	\$/Month
Schedule A	\$2,305.57
Amador Plan	\$2,305.57

RATE LETTER FY 2024-2025

Page 12

Any questions on the Local Government Program should be directed to:
John Berglund (279) 224-4194; John.Berglund@fire.ca.gov, Cooperative Fire Deputy
Chief
Lev Karshtedt (916) 202-6403; Lev.Karshtedt@fire.ca.gov; Local Government
Program Manager

cc: Joe Tyler
Christy White
Kelly Mandell
Matthew Sully
Lev Karshtedt

Kerry Garcia
Melissa Gamer
David Scheurich
Ruth Torres
John Berglund

APPENDIX A
PERSONNEL SERVICES MONTHLY SALARY RANGES

(For a full listing of all civil service classifications, see the [State of California Civil Service Pay Scales](#))

CBID	RET.	CLASSIFICATION	MINIMUM	MAXIMUM
S08	POF	Assistant Chief	\$8,615	\$11,146
R08	POF	Battalion Chief	\$5,739	\$7,447
R08	POF	Fire Apparatus Engineer	\$4,630	\$5,718
R08	POF	Fire Apparatus Engineer (Paramedic)	\$4,949	\$6,123
R08	POF	Fire Captain (Paramedic)	\$5,195	\$6,732
R08	POF	Fire Captain, Range A	\$4,949	\$6,416
R08	POF	Fire Captain, Range B	\$5,432	\$7,075
R08	POF	Fire Fighter II	\$3,975	\$5,155
R08	POF	Fire Fighter II (Paramedic)	\$4,255	\$5,515
R08	POF	Firefighter I	\$3,672	\$4,643
S08	POF	Forestry Equipment Manager I	\$6,525	\$8,468
S08	POF	Forestry Equipment Manager II	\$6,927	\$8,991
R08	POF	Heavy Fire Equipment Operator, Range A	\$5,196	\$6,416
R08	POF	Forestry Aide	\$3,367	\$4,163
R08	POF	Forestry Technician, Range A	\$3,730	\$4,837
R08	POF	Forestry Technician, Range B	\$4,075	\$5,287
R08	POF	Forestry Assistant I, Range A	\$4,268	\$5,532
R08	POF	Forestry Assistant I, Range B	\$4,672	\$6,058
R08	POF	Forestry Assistant II, Range A	\$4,899	\$6,355
R08	POF	Forestry Assistant II, Range B	\$5,377	\$6,975
R07	SAF	Communications Operator, Range A	\$4,508	\$6,208
R07	SAF	Communications Operator, Range B	\$5,101	\$7,023
R01	MIS	Accountant I (Specialist), Range A	\$3,818	\$4,782
R01	MIS	Accounting Technician	\$3,543	\$4,440
S01	MIS	Administrative Officer I, Res. Agency, Range A	\$4,268	\$5,268
S01	MIS	Administrative Officer I, Res. Agency, Range B	\$5,117	\$6,333
S01	MIS	Administrative Officer II, Res. Agency	\$6,149	\$7,641
R01	MIS	Business Service Officer I (Specialist), Range A	\$4,726	\$5,916
R08	MIS	Fire Prevention Specialist I	\$3,730	\$4,885
R08	MIS	Fire Prevention Specialist II	\$4,268	\$5,589
R08	MIS	Forestry Logistics Officer I, Range A	\$3,976	\$5,147
R08	MIS	Forestry Logistics Officer I, Range B	\$4,326	\$5,663
S08	MIS	Forestry Logistics Officer II	\$4,369	\$5,657
R12	MIS	Heavy Equipment Mechanic, Range A	\$5,445	\$6,276
R01	MIS	Information Technology Associate	\$6,147	\$8,238
R01	MIS	Information Technology Specialist I	\$7,413	\$9,932
S01	MIS	Information Technology Supervisor II	\$8,016	\$10,741
R12	MIS	Materials and Stores Specialist, Range A	\$3,762	\$4,697
R12	MIS	Materials and Stores Specialist, Range B	\$4,091	\$5,151
R04	MIS	Office Assistant (General), Range A	\$2,985	\$3,737
R04	MIS	Office Assistant (General), Range B	\$3,281	\$4,107
R04	MIS	Office Assistant (Typing), Range A	\$3,085	\$3,863
R04	MIS	Office Assistant (Typing), Range B	\$3,346	\$4,190

**APPENDIX A
PERSONNEL SERVICES MONTHLY SALARY RANGES (Cont'd.)**

CBID	RET.	CLASSIFICATION	MINIMUM	MAXIMUM
R04	MIS	Office Technician (General), Range A	\$3,543	\$4,440
R04	MIS	Office Technician (Typing), Range A	\$3,609	\$4,518
R01	MIS	Research Data Analyst I	\$5,212	\$6,524
R01	MIS	Research Data Analyst II	\$6,265	\$7,848
R01	MIS	Staff Services Analyst (General), Range A	\$3,640	\$4,561
R01	MIS	Staff Services Analyst (General), Range B	\$3,941	\$4,933
R01	MIS	Staff Services Analyst (General), Range C	\$4,726	\$5,916
R01	MIS	Telecommunications Systems Analyst I	\$4,726	\$6,212
R01	MIS	Telecommunications Systems Analyst II	\$5,684	\$7,474
R12	MIS	Warehouse Worker, Range A	\$3,762	\$4,295
R12	MIS	Heavy Equipment Mechanic, Range A	\$5,445	\$6,276
R12	MIS	Heavy Equipment Mechanic, Range B	\$5,978	\$6,888

NOTE: Some civil service classifications include alternate ranges if applicable criteria are met.

PAY DIFFERENTIAL MATRIX					
PAY DIFFERENTIAL	PAY DIFF #	PERSable	OVERTIME	LUMP SUM	OPEB
Night Shift	85	Y	Y	Y	Y
Hazmat	143	Y	Y	Y	Y
Longevity	73	Y	Y	Y	Y
Bilingual	14	Y	Y	Y	Y
Education	45	Y	Y	Y	Y
Assistant Chief	9	Y	N	Y	Y
Recruitment and Retention	369	Y	N	Y	Y
Commercial DL	34	Y	Y	Y	Y
Passenger Endorsement	228	Y	Y	Y	Y
Fire Mission	59	Y	Y	Y	Y
Extended Duty Pay	54	Y	N	Y	Y
Paramedic	247	Y	Y	N	Y
Emergency Response Bonus	50	Y	N	N	Y
Incident Command Assignment	63	N	N	N	N

ATTACHMENT B

STAFF BENEFIT RATE MATRIX 2024-25
January 2024 - Preliminary

STAFF BENEFIT RATES	MISC	MISC BU8	MISC BU12	SAFETY BU7	SAFETY BU12	POF BU8
RETIREMENT	26.60%	26.60%	26.60%	19.18%	19.18%	30.45%
EMPLOYEE LEAVE BUYOUT	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%
HEALTH/DENTAL/VISION (HDV)	26.10%	26.10%	26.10%	26.10%	26.10%	26.10%
SOCIAL SECURITY INSURANCE (SSI)	6.20%	6.20%	6.20%	n/a	n/a	n/a
MEDICARE TAX	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
LIFE INSURANCE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
SURVIVOR'S BENEFITS	0.12%	0.12%	0.12%	0.12%	0.12%	0.12%
PREFUNDING OF POST EMPLOYMENT BENEFITS	3.00%	3.90%	3.60%	4.00%	3.60%	3.90%
SUBTOTAL	66.71%	67.61%	67.31%	54.09%	53.69%	65.26%
WORKERS' COMPENSATION	10.59%	10.59%	10.59%	10.59%	10.59%	10.59%
TOTAL	77.30%	78.20%	77.90%	64.68%	64.28%	75.85%

UNEMPLOYMENT INSURANCE (applied to Fire Fighter I only)	MISC	MISC BU8	MISC BU12	SAFETY BU7	SAFETY BU12	POF BU8
UNEMPLOYMENT INSURANCE	n/a	n/a	n/a	n/a	n/a	8.61%

ADMINISTRATIVE RATE (include in all contract costs)	MISC	MISC BU8	MISC BU12	SAFETY BU7	SAFETY BU12	POF BU8
STATEWIDE PRO RATA	5.72%	5.72%	5.72%	5.72%	5.72%	5.72%
CAL FIRE INDIRECT	6.38%	6.38%	6.38%	6.38%	6.38%	6.38%
TOTAL	12.10%	12.10%	12.10%	12.10%	12.10%	12.10%

STAFF BENEFIT RATES	MISC	MISC BU8	MISC BU12	SAFETY BU7	SAFETY BU12	POF BU8
UNPLANNED OVERTIME**	7.65%	7.65%	7.65%	1.45%	1.45%	1.45%
EDWC OVERTIME***	0.00%	0.00%	0.00%	0.00%	0.00%	39.04%
UNIFORM ALLOWANCE*	0.00%	0.00%	0.00%	0.00%	0.00%	1.45%
PARAMEDIC RETENTION****	0.00%	0.00%	0.00%	0.00%	0.00%	31.90%
EMERGENCY RESPONSE BONUS****	0.00%	0.00%	0.00%	0.00%	0.00%	31.90%
ARDUOUS DUTY ASSIGNMENT**	7.65%	7.65%	7.65%	0.00%	0.00%	1.45%

* Medicare

** Social Security and Medicare

*** Retirement, Employee Leave Buyout, Medicare, and Prefunding of post employment benefits

**** Retirement and Medicare

Please contact Lev Karshedt at Lev.Karshedt@fire.ca.gov or Chief John Berglund at John.Berglund@fire.ca.gov if there are questions regarding these rates.

ATTACHMENT C

**Local Government Cooperative Agreement Staff Benefit Rate
2024-25 Benefit Rate Matrix
January 2024 - Preliminary**

Detailed below is the information on all benefit rates for 2024-25:

1) Retirement

- The retirement rates are based on the proposed rates in the 2024-25 Governor’s Budget, displayed within Control Section 3.60 of the budget bill (SB 917 and AB 1812) for Miscellaneous (weighted average of Tier 1 and Tier 2); State Safety; and Peace Officer/Firefighter (PO/FF) employees.
- If the proposal is approved, the retirement rates will decrease by 5.40 percent for Miscellaneous, decrease by 3.57 percent for Safety, and decrease by 19.55 percent for Peace Officer/Firefighter employees.
- The 2024-25 Governor’s Budget proposes to apply the prior 2023 supplemental pension payment to reduce the unfunded actuarial liability, which will result in reduced employer contribution rates for one year, if approved.
- If the proposal is approved, projected rates will be reduced for one year and then return to a similar level the following year, as shown:

	Current Year*	Proposed Budget Year*	Projected Budget Year +1*
Misc 1 & 2	32.00%	26.60%	32.80%
Industrial	21.00%	15.58%	21.88%
Safety	22.75%	19.18%	24.18%
PO/FF	50.00%	30.45%	50.55%

** Rates for all years are inclusive of AB 340 (Government Code section 20683.2) amounts*

- These rates are subject to change when the CalPERS Board adopts the 2024-25 rates in Spring 2024 and/or when the final rates are adopted as part of the 2024 Budget Act.
- CAL FIRE will work with its internal Administration partners to monitor this budget proposal and communicate out the final budget outcome as soon as it's finalized and shared.

2) Employee Leave Buyout

- The Employee Leave Buyout rate is based on a five-year average of the 2018-19 through 2022-23 past year actuals of all local government employees. The rate is calculated by taking a five-year average of the local government buy-out total costs and Temporary Help Safety Retirement Overlap costs divided by a five-year average of the total local government Salaries & Wages and Temporary Help costs.

**Local Government Cooperative Agreement Staff Benefit Rate
2024-25 Benefit Rate Matrix
January 2024 - Preliminary**

- The Employee Leave Buyout rate has increased 0.11 percent due to an increase in local government retirement costs being greater than the local government Salaries & Wages costs.

3) Health/Dental/Vision (H-D-V)

- The H-D-V rate of 26.1 percent is based on the projected total anticipated H-D-V cost for 2024-25, inclusive of a 2025 premium increase estimate. This preliminary rate is subject to change when the CalPERS Annual Health Premiums for calendar 2025 are finalized by the CalPERS Board.
- The H-D-V rate is calculated using the local government H-D-V costs divided by the total of the local government Salaries & Wages and Temporary Help costs.

4) Social Security Insurance (SSI)

- The SSI rate is determined by the federal government and is only applied to Miscellaneous employees, as Safety and POF employees are not eligible for Social Security when they retire. If the federal government changes the rate prior to June 30, that change will be reflected in the final Miscellaneous employees' SSI rate. For context, the SSI rate has not changed historically for many years.

5) Medicare Tax

- The Medicare Tax rate is determined by the federal government. If the federal government changes the rate prior to June 30, that change will be reflected in the final benefit rates. The rate is assessed to every employee's base salary and is also assessed against Unplanned Overtime and Extended Duty Week Compensation. The Medicare Tax rate has not changed historically for many years.

6) Life Insurance

- The rate is determined by the local government life insurance costs divided by the total of the local government Salaries & Wages and Temporary Help costs. The rate is not applied to safety classifications since there are currently no safety supervisors in local government agreements with CAL FIRE. The life insurance rate did not change from the prior fiscal year.

7) Survivor's Benefits

- The rate is determined by the total employer contribution rate, which is set annually by CalPERS. If the rate changes prior to June 30, that change will be reflected in the final benefit rates.

**Local Government Cooperative Agreement Staff Benefit Rate
2024-25 Benefit Rate Matrix
January 2024 - Preliminary**

- The survivor's benefit rate could change with the final benefit rates if CalPERS adopts new 2024-25 State 1959 Survivor Monthly Premiums.
- The survivor's benefit rate calculation is determined by multiplying the required employer and employee premiums for the state 5th Level of 1959 survivor benefits; then multiplying by the number of local government employees to get the total premium. The total premium is divided by the total local government employee Salaries & Wages and Temporary Help costs.

8) Prefunding of Post-Employment Benefits (OPEB)

- The annual budget, based on the applicable Bargaining Unit Memorandum of Understanding, requires a state employer contribution to prefund retiree healthcare, referred to as OPEB:
 - Bargaining Unit 1, 4, 15 – 3.0 percent
 - Bargaining Unit 7 – 4.0 percent
 - Bargaining Unit 8 – 3.9 percent
 - Bargaining Unit 12 – 3.6 percent
- The OPEB rates are based on the rates displayed in the 2024-25 proposed budget bill under Control Section 3.61 by Bargaining Unit.

**Local Government Cooperative Agreement Staff Benefit Rate
2024-25 Benefit Rate Matrix
January 2024 - Preliminary**

9) Workers' Compensation

- The Workers' Compensation rate is calculated based upon the total departmental Workers' Compensation costs divided by the total departmental Salaries & Wages and Temporary Help costs.
- The Workers' Compensation rate increased by 0.98 percent due to an increase in total Workers' Compensation costs being more significant than the increases in total Departmental payroll costs.

10) Unemployment Insurance

- The Unemployment Insurance rate is calculated by the total departmental Unemployment Insurance costs divided by the total department Temporary Help costs.
- The Unemployment rate decreased 0.74 percent due to a decrease in total Unemployment Insurance costs being more significant than the total Departmental Temporary Help payroll costs.

11) Administrative Rate

- The 2024-25 Local Government Rate is currently 12.10 percent, which is the last state and federal control agency approved (2022-23) rate.
- CAL FIRE will continue to apply the 2022-23 12.10 percent Local Government Rate until CAL FIRE's 2023-24 indirect cost rate is approved by the United States Forest Service who is presently reviewing it. Once approved, CAL FIRE will prospectively charge the latest approved state and federal control agency rate.



CAL FIRE – RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

Item 18.

BILL WEISER - FIRE CHIEF

210 WEST SAN JACINTO AVENUE, PERRIS, CA 92570-1915
BUS: (951) 940-6900 FAX: (951) 940-6373 WWW.RVCFIRE.ORG

PROUDLY SERVING THE UNINCORPORATED AREAS OF RIVERSIDE COUNTY AND THE CITIES OF:

July 18, 2024

Dr. Gabriel Martin
City Manager
City of Coachella

- BANNING
- BEAUMONT
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- NORCO
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

Dear Dr. Gabriel Martin,

In late 2023 and early 2024, my staff and I met with each city to discuss and prepare for the current fiscal year's budget. Two key items were contingent on the State budget and its fiscal direction:

1. 66-Hour Work Week Implementation: The State budget for 2024-25 includes the transition to a 66-hour work week for CAL FIRE firefighters. However, this will not take effect until late 2024, with a phased implementation plan to ensure adequate staffing during the transition.
2. CalPERS Retirement Contribution Reduction: For fiscal year 2024-25, the CalPERS retirement contribution rate for State Peace Officers & Firefighters has been temporarily reduced from 50.00% to 30.72%. This includes a one-time 19.28% reduction due to the July 2023 supplemental pension payment. The estimates provided in April 2024 reflected the current CalPERS rate of 30.72%. Updated estimates will not be necessary.

We understand the challenges and the importance of these changes for our cities and firefighters. Our team is committed to providing support and ensuring a smooth transition. If you have any questions or need further clarification, please contact Diane Sinclair at diane.sinclair@fire.ca.gov or (951) 940-6978.

Thank you for your cooperation, understanding, and continued partnership.

Sincerely,

Bill Weiser
Fire Chief
Riverside County Fire Dept.
CAL FIRE Riverside Unit

- BOARD OF SUPERVISORS:
- KEVIN JEFFRIES
DISTRICT 1
 - KAREN SPIEGEL
DISTRICT 2
 - CHARLES WASHINGTON
DISTRICT 3
 - V. MANUEL PEREZ
DISTRICT 4
 - DR. YXSTIAN GUTIERREZ
DISTRICT 5

Attachments: [2024-25 State Employer Contribution Rates - CalPERS](#)



STAFF REPORT
9/25/2024

TO: Honorable Mayor and City Council Members

FROM: Adrian Moreno, Associate Planner

SUBJECT: VMP Night Club & Event Center –Entertainment Permit No. 24-01 and Conditional Use Permit No. 380

SPECIFICS: for a nightclub and special event center to allow for live events and a Type 48 ABC license to allow the on-sale of beer, wine, and distilled spirits at the 5,867 SF commercial suite at 49974 Cesar Chavez Street. Applicant: Reyes Hernandez

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2024-54 approving Conditional Use Permit No. 380 and adopt Resolution No. 2024-55 approving Entertainment Permit No. 24-01, pursuant to the findings and conditions of approval contained in the attached resolution.

BACKGROUND:

VMP Nightclub & Event Center is a proposed nightclub establishment within a 5,867 SF commercial suite at 49974 Cesar Chavez Street at the commercial plaza at the northeast corner of Avenue 50 and Cesar Chavez Street. The property at 49974 Cesar Chavez Street was previously a furniture store prior to the commercial center remodel in 2015. In May 2015, the commercial center was approved for a remodel, and the 5,867 SF suite has been vacant ever since. The applicant is Reyes Ramirez Hernandez and two associates Hernandez Ilse Alicia and Samantha Aaliyah Hernandez. The applicant Reyes Ramirez Hernandez has operated other establishments that include Viva Mexico Tax & Travel at 52309 Cesar Chavez Street, and previously Mi Lindo Sinaloa at 49967 Cesar Chavez Street. On September 4, 2024, Planning Commission recommended City Council to approve the Entertainment Permit No. 24-01 and Conditional Use Permit No. 380 with added conditions to require pressure washing and a parking lot lighting plan to be revisited at year of renewal.



Figure 1 - Vicinity Map

ABC LICENSE DISCUSSION/ANALYSIS:

The applicant submitted a request for a CUP to allow the on-sale of beer, wine, and distilled spirits at the proposed nightclub and special event center at 49974 Cesar Chavez Street. The zoning designation of the commercial center is Downtown Town –Pueblo Viejo and allows liquor sales with approval of a CUP. Planning Commission recommended for City Council to approve the CUP findings for the alcohol license.

The subject site is located within Census Tract 9404 with a population of 6,242 person, where ABC concentration standards allow a maximum of 5 on-sale, and 3 off-sale licenses, where 20 active licenses exist. Planning Commission recommended for City Council to approve the CUP No. 380 with the findings that the public convenience or necessity justifies the issuance of the liquor license for the establishment.

On-sale establishments may not fall within 700 feet of a church, school, park, playground, residence or another existing on-sale use as measured from property line to property line. The subject site is within 700 feet of the following active on-sale liquor uses; Pizza Hut restaurant, Carnitas La Piedad restaurant. The subject site is within 700 feet of residential property to the west of the subject property, west of Cesar Chavez Street and south of Avenue 50.

Staff contacted Lieutenant Vasquez with the Riverside County Sheriff regarding any concerns about the proposed business. Lieutenant Vasquez identified a concern with the off-sale of liquor, and requests the use of metal detectors and placement of signage at the exterior that prohibits solicitors as conditions of approval for the project.

The total square footage of the commercial suite is 5,867 SF, with a sales floor area of 5,475 SF and a non-customer area of 392 SF, the total square footage of the commercial suite is 5,867 SF. This project does not exceed the 5% maximum sales floor area that may be dedicated to the display or sale of alcohol (273.75 SF). The project does not exceed the maximum 20% of gross floor area (1,173 SF) that may be dedicated to the display and storage of alcohol at the proposed establishment.

Hours of Operation:

The establishment hours of operation are listed below. Live entertainment may include live performances, live music, comedy shows, night club use, or other similar live entertainment uses. Indoor ambient music is not restricted. Special event rentals may include birthday parties, anniversaries, or similar uses with no live music permitted. The applicant is requesting a Type 48 ABC license, per ABC requirements, no person under the age of 21 can enter the business during operation hours.

Regular Hours of Operation

- a. 2 PM – 10 PM Monday thru Wednesday
- b. 2 PM – 2 AM Thursday thru Sunday

Hours Restrictions

- c. 1:30 AM is last call for alcohol service

- d. 9 PM – 2 AM Thursday – Sunday Live Entertainment Hours
- e. 2 PM – 10 PM Wednesday – Friday Special Event Rental Hours
- f. 8 PM – 1:30 AM – Allowed Dancing or Entertainment Hours

ENTERTAINMENT PERMIT USE DISCUSSION/ANALYSIS:

The proposed VMP Night Club and Event Center is a proposed bar, nightclub, and event center that will also allow facility rental for special events. The establishment is required to maintain a system to identify all adults from minors in the entertainment establishment. The floor plan of the VMP Nightclub includes an approximately 288 SF portable stage and a 393 SF dance floor area. The establishment has three different floor plan configurations that provide different table arrangements for a 403 person maximum occupancy. The establishment will not be a full-service restaurant but will have small prepackaged snacks and bar foods such as nachos, chips and salsa, etc.

SECURITY:

The permit conditions of approval require an approved security plan and camera plan from the applicant by City Staff and the Riverside County Sheriff Department. The event security plan requires a minimum of 5 total security guards for events that exceed 50 guests.. Any events that exceed 250 guests are required to provide 1 additional security guard per every additional 50 guests. There shall be a minimum of 1 security officer monitoring the parking lot, a minimum of 2 security officers at the main entrance, and a minimum of 2 security officers that roam the interior of the establishment. Security will help ensure that guests do not solicit outside the premises, control lines outside the main entrance, operate metal detectors, and patrol the interior of the site. At the closing time at 2:00 AM, officers will ensure guests leave the building and security will monitor until 3:00 AM on special event nights Thursday through Sunday.

Parking:

The shopping center is owned by two separate owners. The subject site property owner owns 120 parking spaces at the center. The existing uses (Dollar Tree, Victory Liquor, and Aldinno's apparel store) require 57 of the 120 parking spaces available. The applicant is required to accommodate 94 additional parking spaces for the VMP project. With the new proposed use, the applicant exceeds the 120 spaces available by 31 spaces. The applicant will be required to accommodate the 31 additional parking spaces with a park share use agreement or other parking measures and is a required project condition of approval.

The adjacent property with the Smart and Final business owns 145 parking spaces and is owned by a different owner. The Smart and Final only requires approximately 110 spaces, leaving 35 spaces of excess parking available. Staff finds that there is sufficient parking at that center to accommodate the 31 additional spaces required for the proposed nightclub.

Table 2 – Parking Calculation

Location	Use	Area	Parking Ratio	Required Parking
VMP Nightclub	Dance Floor	393 SF of Dance Floor	Dance Floor: 1 space per 30 SF	13 spaces
	Waiting Area	1038 SF	1 space per 21 SF of assembly area	49 spaces
	Seating Area	96 seats	1 space per 3 seats	32 spaces
TOTAL				94 spaces
Dollar Tree	Commercial	10,120 SF	Commercial Ratio: 1 per 250 SF	41 Spaces
Victory Liquor and Aladinno's	Commercial	3,922 SF	Commercial Ratio: 1 per 250 SF	16 Spaces
Total Required Parking				151 required parking spaces required
Total Parking Available (Owner's property)				120 spaces provided (deficient 31 spaces)

Environmental Setting:

The subject business at 49974 Cesar Chavez Street is along the Cesar Chavez Street commercial corridor surrounded by commercial uses, with adjoining zoning and land uses as follows:

North: Andy's #5 and Pizza Hut (DT-PV, Downtown)

West: Victory Liquor store and Aladinno's apparel store (DT-PV)

South: American Tires (DT-PV, Downtown)

East: Dollar Tree and Smart & Final / (DT-PV, Downtown)

LANDSCAPING/PARKING LOT:

The existing commercial site conditions include missing landscape materials and parking lot pavement deficiencies. As conditions of approval for this project, the applicant is required to make the improvements and be subject to a maintenance agreement with the city.

SITE IMPROVEMENTS:

The applicant is required to make improvements at the rear entrance to the property at Cesar Chavez Street, which include construction of a security fence, ADA ramp, trash enclosure, and paving improvements. The security fence is requested to control access and deter trespassing. The ADA ramp will provide ADA accessibility to the rear entrance. A new trash enclosure would replace the existing chain link enclosure that is in neglected condition.

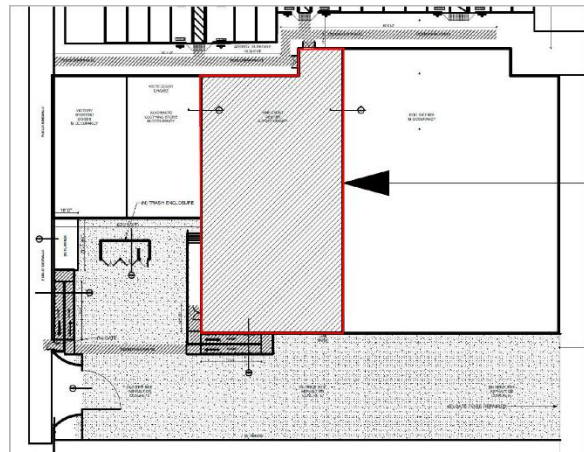


Figure 2 - Site Improvements

ENVIRONMENTAL REVIEW:

Staff has determined that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as “Existing Facilities” (CEQA Guidelines, Section 15301). The proposed project consists of the operation, licensing and minor alteration of an existing private commercial structure involving negligible or no expansion of existing or former commercial use on the property. The subject site does not propose expansion of the existing floor area.

ALTERNATIVES:

- 1) Adopt Resolution No. 2024-54 and Resolution No. 2024-55 to approve Entertainment Permit No. 24-01 and Conditional Use Permit No. 380 with the findings and conditions as recommended by Staff.
- 2) Adopt Resolution No. 2024-54 and Resolution No. 2024-55 with the findings and conditions as recommended by Staff with modifications as proposed by the City Council.
- 3) Not approve Resolution No. 2024-54 and Resolution No. 2024-55 and request that staff prepare a City Council Resolution for denial of Entertainment Permit No. 24-01 and Conditional Use Permit No. 380.
- 4) Continue this item and provide staff and the applicant with direction.

CONCLUSIONS AND RECOMMENDATIONS

Based on the analysis contained herein and the findings listed below, staff is recommending that the City Council approve alternative #1, to approve Entertainment Permit No. 24-01 and Conditional Use Permit No. 380, with the findings and conditions listed in Resolution No. 2024-54 and Resolution No. 2024-55.

Attachments:

1. Resolution No. 2024-54
 - a. Exhibit A – Conditions of Approval
2. Resolution No. 2024-55
 - a. Exhibit A – Conditions of Approval
 - b. Exhibit B – Development Plan Set
3. Security Plan
4. Landscape Exhibit
5. Vicinity Map
6. Site Photos
7. Property Owner Map
8. Existing On-Sale Licenses – Tract 9404

RESOLUTION NO. 2024-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING CONDITIONAL USE PERMIT NO. 380 TO ALLOW THE BAR USE AND THE ON-SALE BEER, WINE, AND DISTILLED SPIRITS SERVICE FOR THE 5,867 SQUARE FOOT VMP NIGHT CLUB AND EVENT CENTER OPERATING UNTIL 10 P.M. MONDAY THROUGH WEDNESDAY AND UNTIL 2:00 A.M. THURSDAY TO SUNDAY (ABC LICENSE TYPE 48 – ON SALE GENERAL – PUBLIC PREMISES), IN AN EXISTING COMMERCIAL BUILDING LOCATED AT 49974 CESAR CHAVEZ STREET, (APN 603-310-005); REYES RAMIREZ HERNANDEZ, APPLICANT.

WHEREAS, Reyes Ramirez Hernandez, with associates Ilse Alicia Sigler and Samantha Aaliyah Hernandez, filed an application for Conditional Use Permit No. 380 (CUP 380) to allow a 5,867 square foot bar, nightclub, and event center with service of beer, wine, and distilled spirits (ABC License Type 48 – On Sale General – Public Premises) in an existing commercial building located at 49974 Cesar Chavez Street; Assessor’s Parcel No. 603-310-005 (“Project”); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing for Conditional Use Permit No. 380 and also consideration of Entertainment Permit No. 24-01 on September 4, 2024 at 1515 6th Street, Coachella, California regarding the proposed Project; and,

WHEREAS, the City Council conducted a duly noticed public hearing for CUP No. 380 and also consideration of Entertainment Permit No. 24-01 on September 25, 2024 at 1515 6th Street, Coachella, California; and,

WHEREAS, at the City Council hearing, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 5.24 and Chapter 17.74 of the Coachella Municipal Code.

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City’s General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the proposed site is adequate in size and shape to accommodate the proposed bar, nightclub, and event center with on-sale beer, wine, and distilled spirits; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby recommend approval of Conditional Use Permit No. 380, subject to the findings and conditions of approval listed below.

Section 1. Incorporation of Recitals

The City Council hereby finds that all of the facts in the Recitals are true and correct and are incorporated and adopted as findings of the City Council as fully set forth in this resolution.

Section 2. CEQA Findings

Based upon its review of the entire record, including the Staff Report, any public comments or testimony presented to the City Council, and the facts outlined below, the City Council hereby finds and determines that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an “Existing Facilities” project (CEQA Guidelines, Section 15301) as the proposed project and on-sale service of alcohol consists of the operation, licensing, and minor alteration of an existing private commercial structure involving negligible or no exterior expansion.

Section 3. Conditional Use Permit Findings

With respect to Conditional Use Permit No. 380, the City Council finds as follows for the proposed on-sale alcohol request:

1. The proposed use will not be in conflict with, but will be in harmony with and in accordance with the objectives of the general plan because the proposed bar, nightclub, and event center use with alcohol sales is within the Downtown Center land use designation according to the General Plan 2035, which intends to provide convenient access and parking for motorists while also providing an attractive shopping environment. The on sale offerings of beer, wine and distilled spirits at VMP Nightclub and Event Center will provide a unique service to the Downtown Center and citywide that accomplishes the goals of the General Plan. The event center would help further the city’s goal to make Coachella a destination for tourism and entertainment by providing an entertainment attraction that is expected to provide entertainment for residents and bring in tourists from outside the city.
2. The proposed use will be located, designed, constructed, operated and maintained so as to be compatible with the existing character of the general vicinity and shall not change the essential character of the same area because the proposed use is within a zoning designation of ‘DT-PV’ (Downtown) which permits bar and entertainment uses with

alcohol service subject to obtaining a conditional use permit to sell alcoholic beverages. The proposed use is located on Cesar Chavez Street and is compatible with the adjoining commercial uses and the conditional use permit can be revoked if any of the conditions of approval are violated.

3. Consideration has been given to harmony in scale, bulk, coverage and density, to the availability of public facilities and utilities, to harmful effect, if any, upon desirable neighborhood character, to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of development, because the existing commercial tenant space is within an existing commercial building with existing infrastructure available on-site for the bar, nightclub, and event center and an existing commercial parking lot.
4. Where the proposed use may be potentially hazardous or disturbing to existing or reasonably expected neighboring uses, it must be justified by the common public interest as a benefit to the community as a whole. As conditioned, the proposed use will provide for the sale of alcoholic beverages. The Riverside County Sheriff reviewed the conditions of approval for this project that pertain to security, and indicated that there are no concerns about the operations of this establishment, including service of on-sale beer, wine, and distilled spirit service. As such, there are no anticipated hazardous or disturbing effects to the existing and neighboring uses.
5. The proposed use provides vehicular approaches to the property designed for reasonable minimal interference with traffic on surrounding public streets or roads as the commercial center that the subject business is located in is already existing and traffic and vehicular approaches were already considered and approved by the City. The City of Coachella has determined that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an "Existing Facilities" project (CEQA Guidelines, Section 15301) as the proposed project and on-sale service of alcohol consists of the operation, licensing, and minor alteration of an existing private commercial structure involving no exterior expansion.
6. Although the VMP Nightclub and Event Center does fall within seven hundred (700) feet, measured from property line to property line, of residential uses, the benefit of the proposed bar, nightclub, and event center outweighs the distance restrictions and the public convenience or necessity is justified to issue the on-sale beer, wine and distilled spirits license as the proposed bar, nightclub, and event center will offer a unique performance and entertainment venue that would be an entertainment destination for Coachella residents and to draw visitors from around the region. The project is on a major corridor and in the Downtown Center designation, which is envisioned to have such entertainment uses. The nearest residence is approximately 680 feet southwest from the project and is separated by Cesar Chavez Street and Avenue 50. The subject property is not within a 700 foot distance of a religious use.
7. Although the VMP Nightclub and Event Center establishment does fall within seven hundred (700) feet, measured from property line to property line, of an existing liquor

on-sale use (Pizza Hut restaurant, Carnitas La Piedad restaurant), and residential property west of the subject property, the benefit of the proposed bar, nightclub, and event center outweighs the distance restrictions and the public convenience or necessity is justified to issue the (Type 48 On-Sale General – Public Premises) alcohol license as the bar, night club, and event center will offer a unique amenity and entertainment venue in the downtown area available to Coachella residents. A condition of approval for CUP 380 requires that not greater than 20 percent of the gross floor area or 1,500 sq. ft. whichever is less is dedicated to a bar or storage, sales, and display of liquor/alcoholic beverages and said area is separated by physical barriers from the main seating area for serving meals.

8. The bar, nightclub and event center establishment at the location will not adversely affect the economic welfare of the nearby community, but rather would expand the availability of jobs and would serve as an anchor for the commercial center, which would also provide jobs and increase the City's sales tax revenues.
9. The exterior appearance of the structure of the proposed establishment will not be inconsistent with the exterior appearance of commercial structures already constructed or under construction within the immediate neighborhood so as to cause blight or deterioration, or substantially diminish or impair the property values within the neighborhood. The business is located in an existing commercial center that was approved under Architectural Review.

Section 4. City Council Approval

Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council approves Conditional Use Permit No. 380 subject to and amended by conditions of approval in “Exhibit A.”

PASSED APPROVED and ADOPTED this 25th of September 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven A. Hernandez
Mayor

ATTEST:

Angel M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2024-54 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 25th of September 2024 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

Exhibit A – Resolution No. 2024-54**CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT NO. 380****General Conditions**

- 1.) The conditional use permit shall expire and shall become void two years following the date on which the conditional use became effective unless alcohol sales is commenced within 12 months of the effective date of this Conditional Use Permit or an extension of time is reviewed by the Planning Commission. A request for time extension shall be filed in a timely manner with applicable fees.
- 2.) Conditional Use Permit No. 380 is an approval for the on sale of beer, wine and distilled spirits in conjunction with the VMP Night Club & Event Center. This approval is based on the floor plan submitted for the proposed project. Violation of any of the conditions of approval shall be cause for revocation of the Conditional Use Permit. The off-sale of alcohol shall be prohibited.
- 3.) The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
- 4.) The use shall meet the standards within the limits established by the Coachella Municipal Code as related to emissions of noise, odor, dust, vibration, wastes, fumes, or any public nuisances arising or occurring incidental to the establishment or operation.
- 5.) Not greater than 20 percent of the gross floor area or 1,500 sq. ft. whichever is less is dedicated to a bar or storage, sales, and display of liquor/alcoholic beverages and said area is separated by physical barriers from the main seating area for serving meals.
- 6.) Any break in service, meaning the closure of the establishment for a period of 180 consecutive days, will result in the expiration of this CUP.
- 7.) The applicant shall comply with all requirements and conditions of approval as included in Entertainment Permit No. 24-01.

RESOLUTION NO. 2024-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA APPROVING ENTERTAINMENT ESTABLISHMENT PERMIT NO. 24-01 TO ALLOW ENTERTAINMENT EVENTS WHERE ON-SALE BEER, WINE, AND DISTILLED SPIRITS SERVICE IS PROVIDED IN A 5,867 SQUARE FOOT TENANT SPACE FOR THE VMP NIGHT CLUB AND EVENT CENTER, IN AN EXISTING COMMERCIAL BUILDING LOCATED AT 49974 CESAR CHAVEZ STREET (APN 603-310-005); REYES RAMIREZ HERNANDEZ, APPLICANT.

WHEREAS, Reyes Ramirez Hernandez, with associates Ilse Alicia Sigler and Samantha Aaliyah Hernandez, filed an application for Entertainment Permit No. 24-01 (EP No. 24-01) to allow a 5,867 square foot bar, nightclub, and event center with service of beer, wine, and distilled spirits (ABC License Type 48 – On Sale General – Public Premises) and live performances to include live musical groups, comedians, karaoke, and more Thursday through Friday in an existing commercial building located at 49974 Cesar Chavez Street; Assessor’s Parcel No. 603-310-005 (“Project”); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on Entertainment Permit No. 24-01 and also consideration of CUP No. 380 on September 4, 2024 at 1515 6th Street, Coachella, California regarding the proposed Project; and,

WHEREAS, the City Council conducted a duly noticed public hearing for Entertainment Permit No. 24-01 and also consideration of CUP No. 380 on September 25, 2024 at 1515 6th Street, Coachella, California; and,

WHEREAS, at the City Council hearing, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 5.24 and Chapter 17.74 of the Coachella Municipal Code.

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City’s General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the proposed site is adequate in size and shape to accommodate the proposed bar, nightclub, and event center with on-sale beer, wine, and distilled spirits; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby approve of Entertainment Permit No. 24-01, subject to the findings and conditions of approval listed below.

Section 1. Incorporation of Recitals

The City Council hereby finds that all of the facts in the Recitals are true and correct and are incorporated and adopted as findings of the City Council as fully set forth in this resolution.

Section 2. CEQA Findings

Based upon its review of the entire record, including the Staff Report, any public comments or testimony presented to the City Council, and the facts outlined below, the City Council hereby finds and determines that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an “Existing Facilities” project (CEQA Guidelines, Section 15301) as the proposed project and on-sale service of alcohol consists of the operation, licensing, and minor alteration of an existing private commercial structure involving negligible or no exterior expansion.

Section 3. Entertainment Establishment Permit Findings

With respect to Entertainment Permit No. 24-01, the City Council finds as follows for the proposed entertainment permit request:

1. The information provided in the application is accurate, complete and truthful, as evidenced by staff and there are no known violations of any laws, ordinances, or regulations related to the applicant's fitness to manage or operate the proposed entertainment venue.
2. The applicant possesses the required moral character to comply with the requirements of Chapter 5.24 and the conditions of approval imposed herein. As conditioned, the proposed added security measures will ensure that the public safety for the business will be maintained to the satisfaction of the Chief of Police.
3. The applicant has sufficient resources and expertise to operate the proposed entertainment venue in a safe, professional and effective manner in accordance with the City's Municipal Code. The owner has successfully operated other like establishments within the city and at other cities including Viva Mexico Tax & Travel and Mi Lindo Sinaloa

within the City of Coachella. The Riverside County Sherriff and City Code Enforcement reported no issues with the calls for service history at these establishments.

4. The proposed use will not be in conflict with, but will be in harmony with and in accordance with the objectives of the general plan because the proposed bar, nightclub, and event center use with alcohol sales is within the Downtown Center land use designation according to the General Plan 2035, which intends to provide convenient access and parking for motorists while also providing an attractive shopping environment. The on-sale offerings of beer, wine and distilled spirits at VMP Nightclub and Event Center will provide a unique service to the Downtown Center and citywide that accomplishes the goals of the General Plan. The event center would help further the city's goal to make Coachella a destination for tourism and entertainment by providing an entertainment attraction that is expected to provide entertainment for residents and bring in tourists from outside the city.
5. The City of Coachella has determined that the proposed project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act as an "Existing Facilities" project (CEQA Guidelines, Section 15301) as the proposed project and on-sale service of alcohol consists of the operation, licensing, and minor alteration of an existing private commercial structure involving negligible or no exterior expansion.

Section 4. City Council Approval

Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council approves of Entertainment Permit No. 24-01 subject to conditions of approval in "Exhibit A", and Development Plan Set "Exhibit B".

PASSED APPROVED and ADOPTED this 25th of September 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven A. Hernandez
Mayor

ATTEST:

Angel M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2024-55 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 25th of September 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delia Granados
Deputy City Clerk

Exhibit A – Resolution No. 2024-55**CONDITIONS OF APPROVAL FOR ENTERTAINMENT PERMIT NO. 24-01
VMP NIGHTCLUB AND EVENT CENTER****General Conditions**

- 1.) Entertainment Permit No. 24-01 is an approval for an entertainment venue where alcohol may be served with entertainment from Thursday through Sunday. The approval is based on the site plan and floor plan submitted for the proposed project. Violation of any of the conditions of approval shall be cause for revocation of the Entertainment Permit No. 24-01.
- 2.) The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
- 3.) Any break in service, meaning the closure of the event venue for a period of 180 consecutive days, will result in the expiration of this Entertainment Permit.
- 4.) Entertainment Establishment Permit No. 24-01 shall be valid for 12 months commencing on the first day of the operation. A request for renewal must be submitted by the applicant in order to extend the term of the Permit after the initial term of 12 months has lapsed, at which time the City Council will review compliance with the conditions of approval and consider granting up to a 36-month renewal of the entertainment permit. Relinquishment of the entertainment permit will require an amendment to this resolution, subject to review by the City Council.
- 5.) Any violation of the conditions of approval for this project may result in the issuance of citations and fines, and may result in revocation of the Entertainment Establishment Permit.
- 6.) The use shall meet the standards within the limits established by the Coachella Municipal Code as related to emissions of noise, odor, dust, vibration, wastes, fumes, or any public nuisances arising or occurring incidental to the establishment or operation.
- 7.) The applicant shall comply with Noise Control standards of the Municipal Code (Chapter 7.04). No amplified sound equipment or live music performances are permitted to occur outdoors. Entrances shall be closed during events, and shall not be continuously left open for an extended period of time during events. The applicant shall mitigate noise levels if determined by the Code Enforcement Manager to be excessive through measures approved

by the Code Enforcement Manager and with consultation of a certified acoustical professional.

- 8.) The applicant shall comply with Municipal Code requirements of Chapter 5.24 – Entertainment Establishments where alcohol is served.
- 9.) The applicant shall comply with all requirements imposed by the State Department of Alcoholic Beverage Control.
- 10.) The applicant shall obtain all other applicable permits, if required, from the appropriate agencies (i.e. Fire Department, Building Division, City Engineering Department, Sheriff's Department, and Department of Public Health, etc.).

Signage

- 11.) All exterior signage shall comply with the City of Coachella Sign Ordinance. Signage shall be approved by the Development Services Department and installed prior to Certificate of Occupancy. Signage shall be individual channel lettering or other high quality signage.
- 12.) Signage advertising brands of alcoholic beverages or the availability of alcoholic beverages shall not be visible from the exterior of the building or anywhere off-site.

Hours of Operation

- 13.) Hours of operation and restrictions for event venue are as listed below. Live Entertainment may include live performances, live music, comedy shows, night club use, or other similar live entertainment uses, this restriction does not apply to ambient music. Special event rentals may include birthday parties, anniversaries, or similar uses with no live music permitted. No dancing or entertainment shall be permitted prior to eight p.m. nor after one-thirty a.m for all days. The City reserves the right to modify the hours of business operation after 12 months of continuous Entertainment establishment use has lapsed, based on information provided by the Coachella Police regarding calls for service.

Regular Hours of Operation

- a. 2PM – 10PM Monday thru Wednesday
- b. 2PM – 2AM Thursday thru Sunday

Hours Restrictions

- c. 1:30AM is last call for alcohol service
 - d. 9PM – 2AM Thursday – Sunday Live Entertainment Hours
 - e. 2PM – 10 PM Wednesday – Friday Special Event Rental Hours
 - f. 8PM – 1:30 AM – Allowed Dancing or Entertainment Hours
- 14.) Any other proposed entertainment event beyond the scope of this permit shall require a special event permit to be approved by the City Manager's office. Said application and applicable fees shall be submitted a minimum of ten (10) working days, not including days when City Hall is closed, prior to the event.

Security

- 15.) The following preventative measures shall be undertaken to reduce the potential for alcohol related problems:
- a. Food service, which may include snacks, shall remain available during all hours of operation;
 - b. Taxicab phone numbers shall be posted in visible locations at all times in the area(s) where alcohol is served;
 - c. All employees selling or serving alcohol shall be required to participate in an alcohol management training program prior to the operation of selling/serving alcohol. Applicant shall provide confirmation that employees to serve alcohol upon first event to City staff have obtained training and applicant shall obtain acknowledgement by the Development Services Director or designee that the training was completed; and
 - d. The availability of a variety of non- alcoholic beverages shall be made known and offered to customers.
- 16.) Management shall patrol the business premises, parking lot, and the surrounding vicinity, during the entertainment venue operation and until all patrons have left the parking area after operational hours. Management shall ensure that no littering, loitering, or consumption of alcohol occurs in and around the property.
- 17.) Any and all weapons shall be prohibited at the premises, outside the premises or at the parking lot outside the premises except by those individuals lawfully permitted to possess such.
- 18.) The Chief of Police shall have the authority and power to temporarily close the establishment when it becomes apparent that a situation exists wherein there is a probability that the general welfare and safety of the patrons or of the public may be in jeopardy. If closed under this condition, the premises will not be allowed to reopen before the beginning of regular business hours on the date following the closure.
- 19.) The applicant shall employ the use of hand- held metal detectors at all entrances to protect the safety and general welfare of patrons or of the public.
- 20.) A minimum of one licensed security officer will be required for Thursday through Sunday after 8 p.m. when any entertainment events occur (musicians, karaoke, or similar related entertainment activities), unless more security is required per the approved security plan for this project. Applicant shall comply with the required approved Security Plan for the project. Applicant shall meet the minimum security requirements and other security measures per the approved Security Plan.
- 21.) Licensed security guards shall be required for events that exceed 50 guests or when alcohol is served subject to the approved security plan. These guards must possess State of

California guard cards issues through the California Department of Consumer Affairs. Additional guards shall be used as needed to adequately patrol the parking areas. The City Manager, Code Enforcement Manager or Chief of Police may administratively modify the entertainment permit security plan as deemed necessary to preserve the safety and welfare of guests and the public.

- 22.) A maximum of **403** total occupants are permitted on-site for events at any given time. The applicant shall maintain a count of all event participants on-site at all times during events. Event counts for all events shall be maintained by event staff at the main entrance and made available upon request by the Coachella Police or City Staff.
- 23.) Applicant or property owner shall be responsible in installing security cameras in the parking lot to ensure that the Sheriff's Department has video surveillance or evidence should any public safety issue arise from the establishment or proposed business use; such as, but not limited to fights, shootings, noise, public intoxication. Parking lot security cameras shall be installed prior to certificate of occupancy to the satisfaction of the Development Services Director.
- 24.) A camera plan shall be reviewed and approved by Coachella Police and Code Enforcement Division prior to occupancy and installation. Applicant is required to provide camera footage to City staff or Police based on any incidences of concern on the property or related to the nightclub operation.
- 25.) Applicant shall ensure to their best ability, that the area in front of nightclub is free of solicitors at all times of the day, which includes the tenant frontage directly adjacent to the nightclub, property frontage along Cesar Chavez Street, and shopping center parking stalls. Signage that prohibits solicitors shall be posted outside of tenant premises.
- 26.) Applicant shall provide a patron line queue plan that shows how the event center will ensure that any queuing lines are organized, avoid any blockage of accessible pathways, and neighboring tenant entrances/exits are blocked off. Applicant shall submit for City review prior to certificate of occupancy. City Staff or Riverside County Sheriff Department may administratively approve and require modifications to patron line queue plan as deemed necessary to preserve the safety and welfare of guests and the public.

Improvements

- 27.) Exterior. Applicant or property owner shall improve exterior property area outside rear entrance which shall include replacement of missing rails, improvement of rear pavement to a first class condition, improvements at concrete landing at exit, landscape improvements within planter established adjacent to existing sidewalk, new tubular fencing and gate to control rear access, all trash bins shall be placed in improved trash enclosure for approval by the Development Services Department and completed prior to issuance of a certificate of occupancy and commencement of events.
 - e. 10 foot long landscape planter with irrigation, with a variety of shrub and flower varieties. Add $\frac{3}{4}$ inch gravel California Gold. Landscape Planter shall be constructed up to any required ADA access ramp. Shall provide varieties of

flowering and shrubs, and a shade tree. This may include bougainvillea shrubs, red yucca, agave, or other high quality desert landscape plants to be approved by the Director of Development Services.

- f. Replacement of missing rails at exterior exit and stairs.
 - g. Installation of ADA ramp improvements.
 - h. Trash Enclosure shall be constructed. Trash enclosure shall be designed to be compatible with the existing structure, and shall include overhead enclosure. The trash enclosure shall be of masonry construction with metal gates and shall be architecturally compatible with main commercial center. Trash enclosure shall be sufficient in size to fit trash bins. Please reach out to Cynthia Avalos – Burrtec cavalos@burrtecdesert.com for trash enclosure requirements. Applicant shall submit trash enclosure plans to be approved and installed prior to Certificate of Occupancy
 - i. New approximately 6 ft high tubal fence and gate at rear entrance at Cesar Chavez Street is required to be installed. A Knox box is required. The required rear fence and gate is required to completely enclose the rear area to prohibit vehicular and pedestrian trespassers. Fence design to be administratively approved by Development Services Director.
 - j. Pavement (concrete or asphalt) shall be installed at rear entrance at Cesar Chavez Street for all unimproved surfaces up to existing concrete pad behind the Dollar tree, approximately located 200 feet from the public R.O.W.
- 28.)** Parking Lot. Applicant shall repair the on-site parking lot, curb, driveway, and driveway approach pavement to a high quality and safe condition in conformance with the standards of the City Municipal Code to the satisfaction of the City Engineer. Parking lot parking spaces to be restriped to the satisfaction of the City Engineer and Development Services Director.
- 29.)** Landscape. Property Owner shall rehabilitate existing landscape and irrigation areas. Landscape areas shall be rehabilitated along all landscape areas visible from the public R.O.W along Cesar Chavez Street, and all on-site parking lot landscape areas, to the satisfaction of the Director of Development Services. The property owner shall submit a final landscape exhibit or equivalent landscape document for entire center owned by the property owner, to be approved by the Development Services Director prior to Certificate of Occupancy. Property owner shall show on the required landscape submittal, and make the following improvements:
- k. Replace missing, dead, or decaying landscaping.
 - l. Add ¾ inch gravel California Gold in all landscape areas visible from the public R.O.W along Cesar Chavez Street.

- m. Add complete ¾ inch gravel California Gold or a combination of ¾ inch gravel and DG in all on-site parking lot landscape areas to ensure compatibility with entire center.
 - n. Shall provide varieties of flowering and shrubs. This may include bougainvillea shrubs, red yucca, agave, or other high quality desert landscape plants to be approved by the Director of Development Services.
 - o. Shall install landscape and irrigation at the southern rear entrance at Cesar Chavez Street.
 - p. Shall ensure new and existing on-site and off-site irrigation is in functional condition.
 - q. Landscape areas shall include shade trees, varieties of flowering and shrubs.
 - r. Applicant shall install a weed fabric below DG and rock to prevent weeds for landscape areas to the satisfaction of the Development Services Director.
 - s. Applicant may provide an alternative landscape design from the above landscape improvement requirements that ensures a first class landscape design to be approved by the Director of Development Services.
- 30.) Rooftop Equipment.** Screening of new rooftop equipment is required. Exposed mechanical equipment shall be visually screened by a seventy-five (75) percent (minimum) opaque or solid, non-reflective visual barrier. The design and materials of the visual barrier shall comply with the following requirements: Screening be comprised of parapets, screen walls, trellis systems, or mechanical penthouses and shall include common design elements and finish materials of the building facades. Screening shall be as high and wide or higher and wider than the equipment it screens. Mechanical equipment screening shall be to the satisfaction of the Development Services Director.
- 31.) ADA accessible restrooms** shall be provided and available to use by all guests on- site during events and shall require inspection by the Building Official prior to commencement under this entertainment permit. This condition shall be met to the satisfaction of the Building Official.
- 32.) All on-site and off-site requirements** for the project shall be completed prior to Certificate of Occupancy to the satisfaction of the Development Services Director.

Maintenance

- 33.) Applicant or property owner** shall enter into a Parking Lot and Landscape Maintenance Agreement with the City of Coachella for the commercial center landscape areas prior to Certificate of Occupancy. Maintenance Agreement shall ensure commercial irrigation and landscaping is maintained in a first class condition. Asphalt pavement shall be improved clear of cracks and other visible deterioration. Shall be met to the satisfaction of the City Engineer and Development Services Director. Landscape Maintenance Agreement shall

provide a detailed description that includes a list of plant types and plant counts that are required in each landscape area.

- 34.) The exterior area in front of nightclub and exterior area at the outside rear entrance shall be maintained in a good and clean condition at all times, and the owner or operator of the facility shall be responsible for the regular removal and clean-up of trash, visible spills, stains, debris, refuse, dirt, grime, weeds, and any other neglected or unkept condition.

General

- 35.) Parking. At the discretion of the Development Services Director, the Director may require parking improvement measures if it is determined that the parking impacts/demand from the businesses do not meet the current on-site or off-site parking supply.
- 36.) Applicant shall submit a Parking Share Use Agreement or equivalent parking measures prior to certificate of occupancy to meet parking requirements for the project, to the satisfaction of the Development Services Director.
- 37.) Burrtec. Applicant shall coordinate with Burrtec and meet their requirements for the project. This business may require the (3) waste program which include trash, recycling and organic recycling services.
- 38.) Any gate established at the rear entrance to the property along Cesar Chavez Street is required to be open on service days and be clear of obstructions for Burrtec services of bins. The gate shall be closed once Burrtec services are complete.

Building

- 39.) Plans must be prepared by Licensed Design Professional.
- 40.) Show handicap access and seating at bar and all areas of the proposed seating areas.
- 41.) The proposed rear egress door shall have handicap accessibility to the public right of way. The current rear door leads to non-accessible stairs. Show exterior path of travel at rear door.
- 42.) Maintain and repair handicap parking stalls, striping and ramps for the proposed TI.
- 43.) Stage shall be equipped with a ramp or lift for accessibility.
- 44.) Show 5' radius at all accessible restrooms.

Utilities

- 45.) Is this project proposing using the same meter as Dollar Tree and same sewer connection?
- 46.) Project may be required to make its own separate connections to the water and sewer system

- 47.) Submit water and sewer plans to Engineering for approval from Utilities Manager
- 48.) Applicant will be required to submit a source control survey; all requirements shall be completed prior to issuance of a certificate of occupancy
- 49.) Detailed plumbing and mechanical plans shall be submitted
- 50.) Water & Sewer impact fees to be paid prior to certificate of occupancy
- 51.) Project must install a designated water service connection with a 4G AMI master meters.
- 52.) Backflows required on all nonresidential meters, backflow devices would require Reduced Pressure Principle Device (RP) within 12 inches of water service installed to protect water supply from contamination or pollution.
- 53.) Domestic water service line Type K Soft Copper Tubing Polywrap-C Blue (6Mil, use applicable size)
- 54.) Additional requirements subject to water and sewer plan checking process
- 55.) All new water and sewer service connections must be shown on water and sewer improvement plans.
- 56.) Plumbing blueprints depicting water, sanitary, industrial, and/or grease waste line. (all lines that are applicable)
- 57.) Domestic water and sewer point of connection to the City's utilities.
- 58.) Plumbing code fixture schedule with total DFU's listed.
- 59.) Complete wastewater discharge survey.
- 60.) For tenant improvements, current and proposed plumbing code fixture schedule must be provided
- 61.) Pretreatment equipment/Sample box: (if applicable) Provide manufacture specifications and sizing chart.
- 62.) Pretreatment Equipment Minimum Requirements
 - t. 750 gal minimum
 - u. Clean outs and vents before and after pretreatment equipment
 - v. Sample box immediately downstream of the pretreatment equipment
 - w. Multi suite buildings requesting pretreatment installation require separate sewer lateral connection per pretreatment device.

Fire

- 63.) Applicant shall satisfy all Fire Department conditions listed below, and all additional conditions requested from the Fire Department for the project prior to certificate of occupancy. All fire conditions for the project shall be addressed by the applicant to the satisfaction of the Fire Department.
- 64.) PRIOR TO FINAL- FIRE SPRINKLERS. Prior to issuance of Certification of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinklers plans shall be submitted to Fire Marshal's office for approval prior to installation
- 65.) PRIOR TO FINAL- FIRE ALARM. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station or as approved by Riverside County Fire, based on a requirement for monitoring the sprinkler system, occupancy, or use. Fire alarm panel shall be accessible from the exterior of building in an approved location. Plans shall be submitted to the Fire Marshal's office for approval prior to installation.
- 66.) PRIOR TO FINAL- HAZMAT PLAN. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Fire Marshal's office to maintain, store, use, handle materials, or conduct process which produce conditions hazardous to life or property, and to install equipment used in connection with such activities.
- 67.) PRIOR TO FINAL- FIRE EXTINGUISHERS. Prior to issuance of Certificate of Occupancy, fire extinguishers of appropriate type and size shall be mounted in an accessible location within adequate travel distance.
- 68.) PRIOR TO FINAL KNOX BOX. Prior to issuance of Certificate of Occupancy, a "Knox Box Rapid Entry System" shall be provided. The Knox Box shall be installed in an accessible location approved by the Fire Code Official. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switch for access by emergency personnel.
- 69.) PRIOR TO FINAL TANK PERMIT. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or aboveground tank permit for the storage of combustible liquids, flammable liquids or any other hazardous material from both the County of Riverside Community health Agency Department of Environmental health and Fire Marshal's office.

Additional Conditions

- 70.) Pressure washing shall be required twice a month.
- 71.) Parking lot lighting plan shall be revisited at year of renewal.



WEINDELL W. VEITH, ARCHITECT #C5297
80-300 ULLSWATER DR., INDIO, CA. 92203
TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
80-300 Ullswater Dr.
Indio ca. 92203
760-953-4556

MECHANICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel Gubaich
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 TSS R8E

Table with 3 columns: MARK, DATE, DESCRIPTION

PROJECT NO: 03282024

MODEL FILE: VMP Event Center. 04.11.24 V27.pht

DRAWN BY: Bob Sipovac

CHK'D BY: #Contact Full Name

COPYRIGHT Sipovac Construction Inc.

SHEET TITLE

Cal Green

Thursday, August 22, 2024

G-101
SHEET 2 OF 25



2022 CALIFORNIA GREEN BUILDING STANDARDS CODE NONRESIDENTIAL MANDATORY MEASURES, SHEET 1 (January 2023)

Table with 2 columns: Y, NA, RESPON PARTY. Contains sections 301.1, 301.3, 301.4, 302.1, 302.2, 303.1, 303.2, 303.3, 303.4, 303.5, 303.6, 303.7, 303.8, 303.9, 303.10, 303.11, 303.12, 303.13, 303.14, 303.15, 303.16, 303.17, 303.18, 303.19, 303.20, 303.21, 303.22, 303.23, 303.24, 303.25, 303.26, 303.27, 303.28, 303.29, 303.30, 303.31, 303.32, 303.33, 303.34, 303.35, 303.36, 303.37, 303.38, 303.39, 303.40, 303.41, 303.42, 303.43, 303.44, 303.45, 303.46, 303.47, 303.48, 303.49, 303.50, 303.51, 303.52, 303.53, 303.54, 303.55, 303.56, 303.57, 303.58, 303.59, 303.60, 303.61, 303.62, 303.63, 303.64, 303.65, 303.66, 303.67, 303.68, 303.69, 303.70, 303.71, 303.72, 303.73, 303.74, 303.75, 303.76, 303.77, 303.78, 303.79, 303.80, 303.81, 303.82, 303.83, 303.84, 303.85, 303.86, 303.87, 303.88, 303.89, 303.90, 303.91, 303.92, 303.93, 303.94, 303.95, 303.96, 303.97, 303.98, 303.99, 304.00.

Table with 2 columns: Y, NA, RESPON PARTY. Contains sections 5.106.2, 5.106.3, 5.106.4, 5.106.5, 5.106.6, 5.106.7, 5.106.8, 5.106.9, 5.106.10, 5.106.11, 5.106.12, 5.106.13, 5.106.14, 5.106.15, 5.106.16, 5.106.17, 5.106.18, 5.106.19, 5.106.20, 5.106.21, 5.106.22, 5.106.23, 5.106.24, 5.106.25, 5.106.26, 5.106.27, 5.106.28, 5.106.29, 5.106.30, 5.106.31, 5.106.32, 5.106.33, 5.106.34, 5.106.35, 5.106.36, 5.106.37, 5.106.38, 5.106.39, 5.106.40, 5.106.41, 5.106.42, 5.106.43, 5.106.44, 5.106.45, 5.106.46, 5.106.47, 5.106.48, 5.106.49, 5.106.50, 5.106.51, 5.106.52, 5.106.53, 5.106.54, 5.106.55, 5.106.56, 5.106.57, 5.106.58, 5.106.59, 5.106.60, 5.106.61, 5.106.62, 5.106.63, 5.106.64, 5.106.65, 5.106.66, 5.106.67, 5.106.68, 5.106.69, 5.106.70, 5.106.71, 5.106.72, 5.106.73, 5.106.74, 5.106.75, 5.106.76, 5.106.77, 5.106.78, 5.106.79, 5.106.80, 5.106.81, 5.106.82, 5.106.83, 5.106.84, 5.106.85, 5.106.86, 5.106.87, 5.106.88, 5.106.89, 5.106.90, 5.106.91, 5.106.92, 5.106.93, 5.106.94, 5.106.95, 5.106.96, 5.106.97, 5.106.98, 5.106.99, 5.107.00.

Table with 2 columns: Y, NA, RESPON PARTY. Contains sections 5.106.5.3, 5.106.5.4, 5.106.5.5, 5.106.5.6, 5.106.5.7, 5.106.5.8, 5.106.5.9, 5.106.5.10, 5.106.5.11, 5.106.5.12, 5.106.5.13, 5.106.5.14, 5.106.5.15, 5.106.5.16, 5.106.5.17, 5.106.5.18, 5.106.5.19, 5.106.5.20, 5.106.5.21, 5.106.5.22, 5.106.5.23, 5.106.5.24, 5.106.5.25, 5.106.5.26, 5.106.5.27, 5.106.5.28, 5.106.5.29, 5.106.5.30, 5.106.5.31, 5.106.5.32, 5.106.5.33, 5.106.5.34, 5.106.5.35, 5.106.5.36, 5.106.5.37, 5.106.5.38, 5.106.5.39, 5.106.5.40, 5.106.5.41, 5.106.5.42, 5.106.5.43, 5.106.5.44, 5.106.5.45, 5.106.5.46, 5.106.5.47, 5.106.5.48, 5.106.5.49, 5.106.5.50, 5.106.5.51, 5.106.5.52, 5.106.5.53, 5.106.5.54, 5.106.5.55, 5.106.5.56, 5.106.5.57, 5.106.5.58, 5.106.5.59, 5.106.5.60, 5.106.5.61, 5.106.5.62, 5.106.5.63, 5.106.5.64, 5.106.5.65, 5.106.5.66, 5.106.5.67, 5.106.5.68, 5.106.5.69, 5.106.5.70, 5.106.5.71, 5.106.5.72, 5.106.5.73, 5.106.5.74, 5.106.5.75, 5.106.5.76, 5.106.5.77, 5.106.5.78, 5.106.5.79, 5.106.5.80, 5.106.5.81, 5.106.5.82, 5.106.5.83, 5.106.5.84, 5.106.5.85, 5.106.5.86, 5.106.5.87, 5.106.5.88, 5.106.5.89, 5.106.5.90, 5.106.5.91, 5.106.5.92, 5.106.5.93, 5.106.5.94, 5.106.5.95, 5.106.5.96, 5.106.5.97, 5.106.5.98, 5.106.5.99, 5.107.00.

Table with 2 columns: Y, NA, RESPON PARTY. Contains sections 5.106.8, 5.106.9, 5.106.10, 5.106.11, 5.106.12, 5.106.13, 5.106.14, 5.106.15, 5.106.16, 5.106.17, 5.106.18, 5.106.19, 5.106.20, 5.106.21, 5.106.22, 5.106.23, 5.106.24, 5.106.25, 5.106.26, 5.106.27, 5.106.28, 5.106.29, 5.106.30, 5.106.31, 5.106.32, 5.106.33, 5.106.34, 5.106.35, 5.106.36, 5.106.37, 5.106.38, 5.106.39, 5.106.40, 5.106.41, 5.106.42, 5.106.43, 5.106.44, 5.106.45, 5.106.46, 5.106.47, 5.106.48, 5.106.49, 5.106.50, 5.106.51, 5.106.52, 5.106.53, 5.106.54, 5.106.55, 5.106.56, 5.106.57, 5.106.58, 5.106.59, 5.106.60, 5.106.61, 5.106.62, 5.106.63, 5.106.64, 5.106.65, 5.106.66, 5.106.67, 5.106.68, 5.106.69, 5.106.70, 5.106.71, 5.106.72, 5.106.73, 5.106.74, 5.106.75, 5.106.76, 5.106.77, 5.106.78, 5.106.79, 5.106.80, 5.106.81, 5.106.82, 5.106.83, 5.106.84, 5.106.85, 5.106.86, 5.106.87, 5.106.88, 5.106.89, 5.106.90, 5.106.91, 5.106.92, 5.106.93, 5.106.94, 5.106.95, 5.106.96, 5.106.97, 5.106.98, 5.106.99, 5.107.00.

DISCLAIMER: THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.



California

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
NONRESIDENTIAL MANDATORY MEASURES, SHEET 2 (January 2023)



WENDELL W. VEITH, ARCHITECT #65297
80-300 ULLSWATER DR., INDIO, CA. 92203
TEL: 1-760-953-4556 E-MAIL: wveith36@yahoo.com

SIPOVAC CONSTRUCTION INNOVATION

CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
80-300 Ullswater Dr.
Indio ca. 92203
760-953-4556

MECHANICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel Gubaich
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

Table with columns: MARK, DATE, DESCRIPTION. Includes project details like PROJECT NO: 03282024, MODEL FILE: VMP Event Center, 04.11.24 V27.pln, DRAWN BY: Bob Sipovac, and SHEET TITLE: Cal Green.

Thursday, August 22, 2024

G-102

Main table containing building standards sections 5.303.1 through 5.408.6, 5.410.1 through 5.410.4.3, and 5.410.4.4 through 5.410.4.5. Each section includes detailed technical requirements and compliance criteria.

DISCLAIMER: THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.



California

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
NONRESIDENTIAL MANDATORY MEASURES, SHEET 3 (January 2023)

Y NA RESPON PARTY
GC

5.504.4 FINISH MATERIAL POLLUTANT CONTROL. Finish materials shall comply with Sections 5.504.4.1 through 5.504.4.6.

5.504.4.1 Adhesives, sealants and caulks. Adhesives, sealants, and caulks used on the project shall meet the requirements of the following standards:
1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable...

Table 5.504.4.1 - ADHESIVE VOC LIMIT. Less Water and Less Exempt Compounds in Grams per Liter. ARCHITECTURAL APPLICATIONS: INDOOR CARPET ADHESIVES (50), CARPET PAD ADHESIVES (50), OUTDOOR CARPET ADHESIVES (150), WOOD FLOORING ADHESIVES (100), RUBBER FLOOR ADHESIVES (60), SUBFLOOR ADHESIVES (50), CERAMIC TILE ADHESIVES (65), VCT & ASPHALT TILE ADHESIVES (50), DRYWALL & PANEL ADHESIVES (50), COVE BASE ADHESIVES (50), MULTIPURPOSE CONSTRUCTION ADHESIVES (70), STRUCTURAL GLAZING ADHESIVES (100), SINGLE-PLY ROOF MEMBRANE ADHESIVES (250), OTHER ADHESIVES NOT SPECIFICALLY LISTED (50). SPECIALTY APPLICATIONS: PVC WELDING (510), CPVC WELDING (490), ABS WELDING (325), PLASTIC CEMENT WELDING (250), ADHESIVE PRIMER FOR PLASTIC (550), CONTACT ADHESIVE (80), SPECIAL PURPOSE CONTACT ADHESIVE (250), STRUCTURAL WOOD MEMBER ADHESIVE (140), TOP & TRIM ADHESIVE (250). SUBSTRATE SPECIFIC APPLICATIONS: METAL TO METAL (30), PLASTIC FOAMS (50), POROUS MATERIAL (EXCEPT WOOD) (50), WOOD (30), FIBERGLASS (80).

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.
2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168, www.arb.ca.gov/DREDB/SC/curhfm1r1168.pdf

Table 5.504.4.2 - SEALANT VOC LIMIT. Less Water and Less Exempt Compounds in Grams per Liter. SEALANTS: ARCHITECTURAL (250), MARINE DECK (760), NONMEMBRANE ROOF (300), ROADWAY (250), SINGLE-PLY ROOF MEMBRANE (450), OTHER (420). SEALANT PRIMERS: ARCHITECTURAL: NONPOROUS (250), POROUS (775), MODIFIED BITUMINOUS (500), MARINE DECK (760), OTHER (750).

NOTE: FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THESE TABLES, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

5.504.4.3 Paints and coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.36 and 4.37 of the 2007 California Air Resources Board Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 5.504.4.3 shall apply.

5.504.4.3.1 Aerosol Paints and coatings. Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of California Code of Regulations, Title 17, commencing with Section 94520, and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation R Rule 49.

TABLE 5.504.4.3 - CONT. GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS

Table with 2 columns: COATING CATEGORY and CURRENT VOC LIMIT. SPECIALTY COATINGS: ALUMINUM ROOF COATINGS (400), BASEMENT SPECIALTY COATINGS (400), BITUMINOUS ROOF COATINGS (50), BITUMINOUS ROOF PRIMERS (350), BOND BREAKERS (350), CONCRETE CURING COMPOUNDS (350), CONCRETE/MASONRY SEALERS (100), DRIVEWAY SEALERS (50), DRY FOG COATINGS (150), FAUX FINISHING COATINGS (350), FIRE RESISTIVE COATINGS (350), FLOOR COATINGS (100), FORM-RELEASE COMPOUNDS (250), GRAPHIC ARTS COATINGS (SIGN PAINTS) (500), HIGH-TEMPERATURE COATINGS (420), INDUSTRIAL MAINTENANCE COATINGS (250), LOW SOLIDS COATINGS (120), MAGNESITE CEMENT COATINGS (450), MASTIC TEXTURE COATINGS (100), METALLIC PIGMENTED COATINGS (500), MULTICOLOR COATINGS (250), PRETREATMENT WASH PRIMERS (420), PRIMERS, SEALERS, & UNDERCOATERS (100), REACTIVE PENETRATING SEALERS (350), RECYCLED COATINGS (250), ROOF COATINGS (50), RUST PREVENTATIVE COATINGS (250). SHELLACS: CLEAR (730), OPAQUE (550). SPECIALTY PRIMERS, SEALERS & UNDERCOATERS (100), STAINS (250), STONE CONSOLIDANTS (450), SWIMMING POOL COATINGS (340), TRAFFIC MARKING COATINGS (100), TUB & TILE REFINISH COATINGS (420), WATERPROOFING MEMBRANES (250), WOOD COATINGS (275), WOOD PRESERVATIVES (350), ZINC-RICH PRIMERS (340).

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS
2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE
3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

5.504.4.3.2 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:
1. Manufacturer's product specification
2. Field verification of on-site product containers

5.504.4.4 Carpet Systems. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specifications 01350).

See California Department of Public Health's website for certification programs and testing labs. https://www.cdph.ca.gov/Programs/CID/DCDC/EHLBIAQ/Pages/VOC.aspx#material

5.504.4.4.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specifications 01350).

See California Department of Public Health's website for certification programs and testing labs. https://www.cdph.ca.gov/Programs/CID/DCDC/EHLBIAQ/Pages/VOC.aspx#material

5.504.4.4.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 5.504.4.1.

5.504.4.5 Composite wood products. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure (ATCM) for Composite Wood (17CCR 93120 et seq.). Those materials not exempted under the ATCM must meet the specified emission limits, as shown in Table 5.504.4.5.

5.504.4.5.3 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:
1. Product certifications and specifications.
2. Chain of custody certifications.
3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269 or European 636 S3 standards.
5. Other methods acceptable to the enforcing agency.

Table 5.504.4.5 - FORMALDEHYDE LIMITS. MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION. PRODUCT: HARDWOOD PLYWOOD VENEER CORE (0.05), HARDWOOD PLYWOOD COMPOSITE CORE (0.05), PARTICLE BOARD (0.09), MEDIUM DENSITY FIBERBOARD (0.11), THIN MEDIUM DENSITY FIBERBOARD (0.13).

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIFORNIA CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.
2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16 INCHES (8 MM).

5.504.4.6 Resilient flooring systems. Where resilient flooring is installed, at least 80 percent of floor area receiving resilient flooring shall be installed in retail food stores in retail food areas, and that utilize either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units. The leak reduction measures apply to refrigeration systems containing high-global-warming potential (high-GWP) refrigerants with a GWP of 150 or greater. New refrigeration systems include both new facilities and the replacement of existing refrigeration systems in existing facilities.

See California Department of Public Health's website for certification programs and testing labs. https://www.cdph.ca.gov/Programs/CID/DCDC/EHLBIAQ/Pages/VOC.aspx#material

5.504.4.6.1 Verification of compliance. Documentation shall be provided verifying that resilient flooring materials meet the pollutant emission limits.

5.504.4.7 Thermal insulation. Comply with the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 12, January 2017 (Emission testing method for California Specification 01350). See California Department of Public Health's website for certification programs and testing labs. https://www.cdph.ca.gov/Programs/CID/DCDC/EHLBIAQ/Pages/VOC.aspx#material

5.504.4.7.1 Verification of compliance. Documentation shall be provided verifying that thermal insulation materials meet the pollutant emission limits.

5.504.4.8 Acoustical ceiling and wall panels. Comply with the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350). See California Department of Public Health's website for certification programs and testing labs.

5.504.4.8.1 Verification of compliance. Documentation shall be provided verifying that acoustical finish materials meet the pollutant emission limits.

5.504.5.3 Filters. In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air that provides at least a Minimum Efficiency Reporting Value (MERV) of 13. MERV 13 filters shall be installed prior to occupancy, and recommendations for maintenance with filters of the same value shall be included in the operation and maintenance manual.

Exceptions: Existing mechanical equipment.

5.504.5.3.1 Labeling. Installed filters shall be clearly labeled by the manufacturer indicating the MERV rating.

5.504.7 ENVIRONMENTAL TOBACCO SMOKE (ETS) CONTROL. Where outdoor areas are provided for smoking, prohibit smoking within 25 feet of building entries, outdoor air intakes and operable windows and within the building already prohibited by other laws or regulations, or as enforced by ordinances, regulations or policies of any city, county, city and county, California State University, campus of the California State University, or campus of the University of California, whichever is more stringent. When ordinances, regulations or policies are not in place, post signage to inform building occupants of the prohibitions.

SECTION 5.505 INDOOR MOISTURE CONTROL. 5.505.1 INDOOR MOISTURE CONTROL. Buildings shall meet or exceed the provisions of California Building Code, CCR, Title 24, Part 2, Sections 1202 (Ventilation) and Chapter 14 (Exterior Walls). For additional measures, see Section 5.407.2 of this code.

SECTION 5.506 INDOOR AIR QUALITY. 5.506.1 OUTSIDE AIR DELIVERY. For mechanically or naturally ventilated spaces in buildings, meet the minimum requirements of Section 120.1 (Requirements For Ventilation) of the California Energy Code, or the applicable local code, whichever is more stringent, and Division 1, Chapter 4 of CCR, Title 8.

5.506.2 CARBON DIOXIDE (CO2) MONITORING. For buildings or additions equipped with demand control ventilation, CO2 sensors and ventilation controls shall be specified and installed in accordance with the requirements of the California Energy Code, Section 120(c)(4).

5.506.3 Carbon dioxide (CO2) monitoring in classrooms. (DSA-SS) Each public K-12 school classroom, as listed in Table 120.1-A of the California Energy Code, shall be equipped with a carbon dioxide monitor or sensor that meets the following requirements:
1. The monitor or sensor shall be permanently affixed in a lamp-free manner in each classroom between 3 and 6 feet (914 mm and 1829 mm) above the floor and at least 5 feet (1524 mm) away from door and operable windows.
2. When the monitor or sensor is not integral to an Energy Management Control System (EMCS), the monitor or sensor shall display the carbon dioxide readings on the device when the sensor is integral to an EMCS, the carbon dioxide readings shall be available to and regularly monitored by facility personnel.
3. A monitor shall provide notification through a visual indicator on the monitor when the carbon dioxide levels in the classroom have exceeded 1,100ppm. A sensor integral to an EMCS shall provide notification to facility personnel through a visual and/or audible indicator when the carbon dioxide levels in the classroom have exceeded 1,100ppm.
4. The monitor or sensor shall measure carbon dioxide levels at minimum 15-minute intervals and shall maintain a record of previous carbon dioxide measurements of not less than 30 days duration.
5. The monitor or sensor used to measure carbon dioxide levels shall have the capacity to measure carbon dioxide levels with a range of 400ppm to 2000ppm or greater.
6. The monitor or sensor shall be certified by the manufacturer to be accurate within 75ppm at 1,000ppm carbon dioxide concentration and shall be certified by the manufacturer to provide calibration no more frequently than once every 5 years.

SECTION 5.507 ENVIRONMENTAL COMFORT. 5.507.4 ACOUSTICAL CONTROL. Employ building assemblies and components with Sound Transmission Class (STC) values determined in accordance with ASTM E 90 and ASTM E 413, or Outdoor-Indoor Sound Transmission Class (OITC) determined in accordance with ASTM E 1332, using either the prescriptive or performance method in Section 5.507.4.1 or 5.507.4.2.

Exception: Buildings with few or no occupants or where occupants are not likely to be affected by exterior noise, as determined by the enforcement authority, such as factories, stadiums, storage, enclosed parking structures and utility buildings.

Exceptions: [DSA-SS] For public schools and community colleges, the requirements of this section and all subsections apply only to new construction.

5.507.4.1 Exterior noise transmission, prescriptive method. Wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall meet a composite STC rating of at least 50 or a composite OITC rating of not less than 40, with exterior windows of a minimum STC of 40 or OITC of 30 in the following locations:
1. Within the 65 CNEL noise contour of an airport.

Exceptions:
1. Lw or CNEL for military airports shall be determined by the facility Air Installation Compatible Land Use Zone (AICLUZ) plan.
2. Lw or CNEL for other airports and heliports for which a land use plan has not been developed shall be determined by the local general plan noise element.

2. Within the 65 CNEL or Lw noise contour of a freeway or expressway, railroad, industrial source or fixed-guideway source as determined by the Noise Element of the General Plan.

5.507.4.1.1 Noise exposure where noise contours are not readily available. Buildings exposed to a noise level of 65 dB Lw, 1-fhr during any hour of operation shall have building, addition or alteration exterior wall and roof-ceiling assemblies exposed to the noise source meeting a composite STC rating of at least 45 (or OITC 35), with exterior windows of a minimum STC of 40 (or OITC 30).

5.507.4.2 Performance Method. For buildings located as defined in Section 5.507.4.1 or 5.507.4.1.1, wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (Leq-1hr) of 50 dBA in occupied areas during any hour of operation.

5.507.4.2.1 Site Features. Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition or alteration project to mitigate sound migration to the interior.

5.507.4.2.2 Documentation of Compliance. An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer of record.

5.507.4.3 Interior sound transmission. Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have an STC of at least 40.

Note: Examples of assemblies and their various STC ratings may be found at the California Office of Noise Control: www.noisebase.org/PDF/CasEStudies/stc_jcc_ratings.pdf

SECTION 5.508 OUTDOOR AIR QUALITY. 5.508.1 Ozone depletion and greenhouse gas reductions. Installations of HVAC, refrigeration and fire suppression equipment shall comply with Sections 5.508.1.1 and 5.508.1.2.

5.508.1.1 Chlorofluorocarbons (CFCs). Install HVAC, refrigeration and fire suppression equipment that do not contain CFCs.

5.508.1.2 Halons. Install HVAC, refrigeration and fire suppression equipment that do not contain Halons.

5.508.2 Supermarket refrigerant leak reduction. New commercial refrigeration systems shall comply with the provisions of this section installed in retail food stores in retail food areas, and that utilize either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units. The leak reduction measures apply to refrigeration systems containing high-global-warming potential (high-GWP) refrigerants with a GWP of 150 or greater. New refrigeration systems include both new facilities and the replacement of existing refrigeration systems in existing facilities.

Exception: Refrigeration systems containing low-global warming potential (low-GWP) refrigerant with a GWP value less than 150 are not subject to this section. Low-GWP refrigerants are nonozone-depleting refrigerants that include ammonia, carbon dioxide (CO2), and potentially other refrigerants.

5.508.2.1 Refrigerant piping. Piping compliant with the California Mechanical Code shall be installed to be accessible for leak protection and repairs. Piping runs using threaded pipe, copper tubing with an outside diameter (OD) less than 1/4 inch, flared tubing connections and short radius elbows shall not be used in refrigerant systems except as noted below.

5.508.2.1.1 Threaded pipe. Threaded connections are permitted at the compressor rack.

5.508.2.1.2 Copper pipe. Copper tubing with an OD less than 1/4 inch may be used in systems with a refrigerant charge of 5 pounds or less.

5.508.2.1.2.1 Anchorage. One-fourth-inch OD tubing shall be securely clamped to a rigid base to keep vibration levels below 8 mils.

5.508.2.1.3 Flared tubing connections. Double-flared tubing connections may be used for pressure controls, valve pilot lines and oil.

Exception: Single-flared tubing connections may be used with a multilayer seal coated with industrial sealant suitable for use with refrigerants and tightened in accordance with manufacturer's recommendations.

5.508.2.1.4 Elbows. Short radius elbows are only permitted where space limitations prohibit use of long radius elbows.

5.508.2.2 Valves. Valves and fittings shall comply with the California Mechanical Code and as follows:
5.508.2.2.1 Pressure relief valves. For vessels containing high-GWP refrigerant, a rupture disc shall be installed between the vessel and the inlet of the pressure relief valve.

5.508.2.2.1.1 Pressure detection. A pressure gauge, pressure transducer or other device shall be installed in the space between the rupture disc and the relief valve inlet to indicate a disc rupture or discharge of the relief valve.

5.508.2.2.2 Access valves. Only Schrader access valves with a brass or steel body are permitted for use.

5.508.2.2.2.1 Valve caps. For systems with a refrigerant charge of 5 pounds or more, valve caps shall be brass or steel and not plastic.

5.508.2.2.2.2 Seal caps. If designed for it, the cap shall have a neoprene O-ring in place.

5.508.2.2.2.2.1 Chain tethers. Chain tethers to fit over the stem are required for valves designed to have seal caps.
Exception: Valves with seal caps that are not removed from the valve during stem operation.

5.508.2.3 Refrigerated service cases. Refrigerated service cases holding food products containing vinegar and salt shall have evaporator coils of corrosion-resistant material, such as stainless steel, or be coated to prevent corrosion from these substances.

5.508.2.3.1 Coil coating. Consideration shall be given to the heat transfer efficiency of coil coating to maximize energy efficiency.

5.508.2.4 Refrigerant receivers. Refrigerant receivers with capacities greater than 200 pounds shall be fitted with a device that indicates the level of refrigerant in the receiver.

5.508.2.5 Pressure testing. The system shall be pressure tested during installation prior to evacuation and charging.

5.508.2.5.1 Minimum pressure. The system shall be charged with regulated dry nitrogen and appropriate tracer gas to bring system pressure up to 300 psig minimum.

5.508.2.5.2 Leaks. Check the system for leaks, repair any leaks, and retest for pressure using the same gauge.

5.508.2.5.3 Allowable pressure change. The system shall stand, unaltered, for 24 hours with no more than a +/- one pound pressure change from 300 psig, measured with the same gauge.

5.508.2.6 Evacuation. The system shall be evacuated after pressure testing and prior to charging.

5.508.2.6.1 First vacuum. Pull a system vacuum down to at least 1000 microns (+/- 50 microns), and hold for 30 minutes.

5.508.2.6.2 Second vacuum. Pull a second system vacuum to a minimum of 500 microns and hold for 30 minutes.

5.508.2.6.3 Third vacuum. Pull a third vacuum down to a minimum of 300 microns, and hold for 24 hours with a maximum drift of 100 microns over a 24-hour period.

CHAPTER 7 INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS. 702 QUALIFICATIONS. 702.1 INSTALLER TRAINING. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and components by a nationally or regionally recognized training or certification program.

Unemployed persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:
1. State certified apprenticeship programs.
2. Public utility training programs.
3. Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
4. Programs sponsored by manufacturing organizations.
5. Other programs acceptable to the enforcing agency.

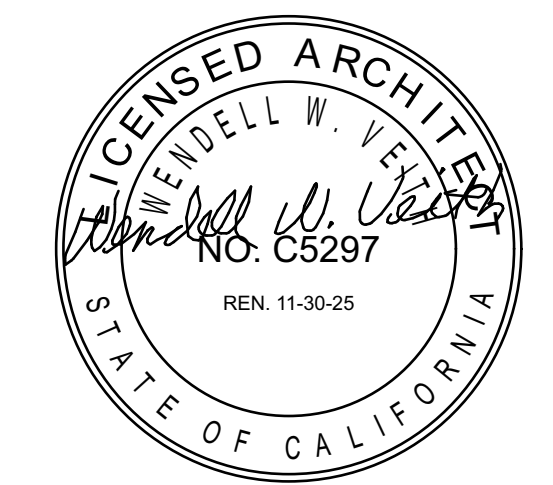
702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector.

1. Certification by a national or regional green building program or standard publisher.
2. Certification by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors.
3. Successful completion of a third party apprentice training program in the appropriate trade.
4. Other programs acceptable to the enforcing agency.

Notes:
1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.
2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS).
3. [BSC-CG] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency.

Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.

703 VERIFICATIONS. 703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial compliance. When special documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist.



WENDELL W. VEITH, ARCHITECT #C5297
800-300 ULLSWATER DR., INDIO, CA. 92203
TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT: Wendell W. Veith 800-300 Ullswater Dr. Indio ca. 92203 760-953-4556

MECHANICAL: Sipovac Construction Inc. 72-651 Theodora Lane Palm Desert, CA 92260 760-567-2347 CSLB # 581636

ELECTRICAL: Sipovac Construction Inc. 72-651 Theodora Lane Palm Desert, CA 92260 760-567-2347 CSLB # 581636

CIVIL: Parra Construction

GENERAL CONTRACTOR

OWNER Daniel Gubaich 175 E Main St. Morgan Hill, 95037 760-567-2347 APN # 603-310-005 LEGAL ADDRESS : POR SEC 32 T5S R8E

Table with 2 columns: MARK, DATE, DESCRIPTION

SCALE:

PROJECT NO: 03282024

MODEL FILE: VMP Event Center. 04.11.24 V27.pln

DRAWN BY: Bob Sipovac

CHK'D BY: #Contact Full Name

COPYRIGHT Sipovac Construction Inc.

SHEET TITLE

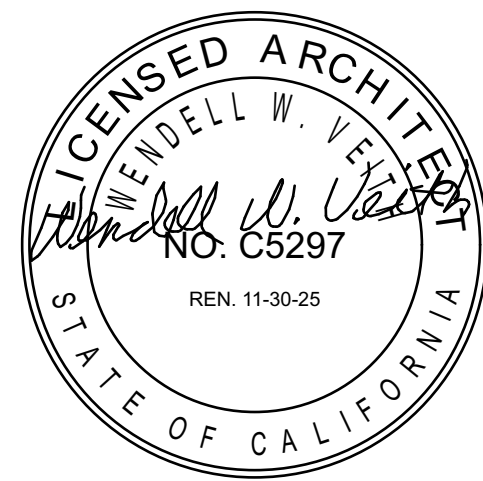
Cal Green

Thursday, August 22, 2024

G-103

SHEET 4 OF 25

DISCLAIMER: THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.



WENDELL W. VEITH, ARCHITECT #C5297
80-300 ULLSWATER DR., INDIO, CA. 92203
TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
80-300 Ullswater Dr.
Indio ca. 92203
760-953-4556

MECHANICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel Grabarch
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

1"	30'-0"

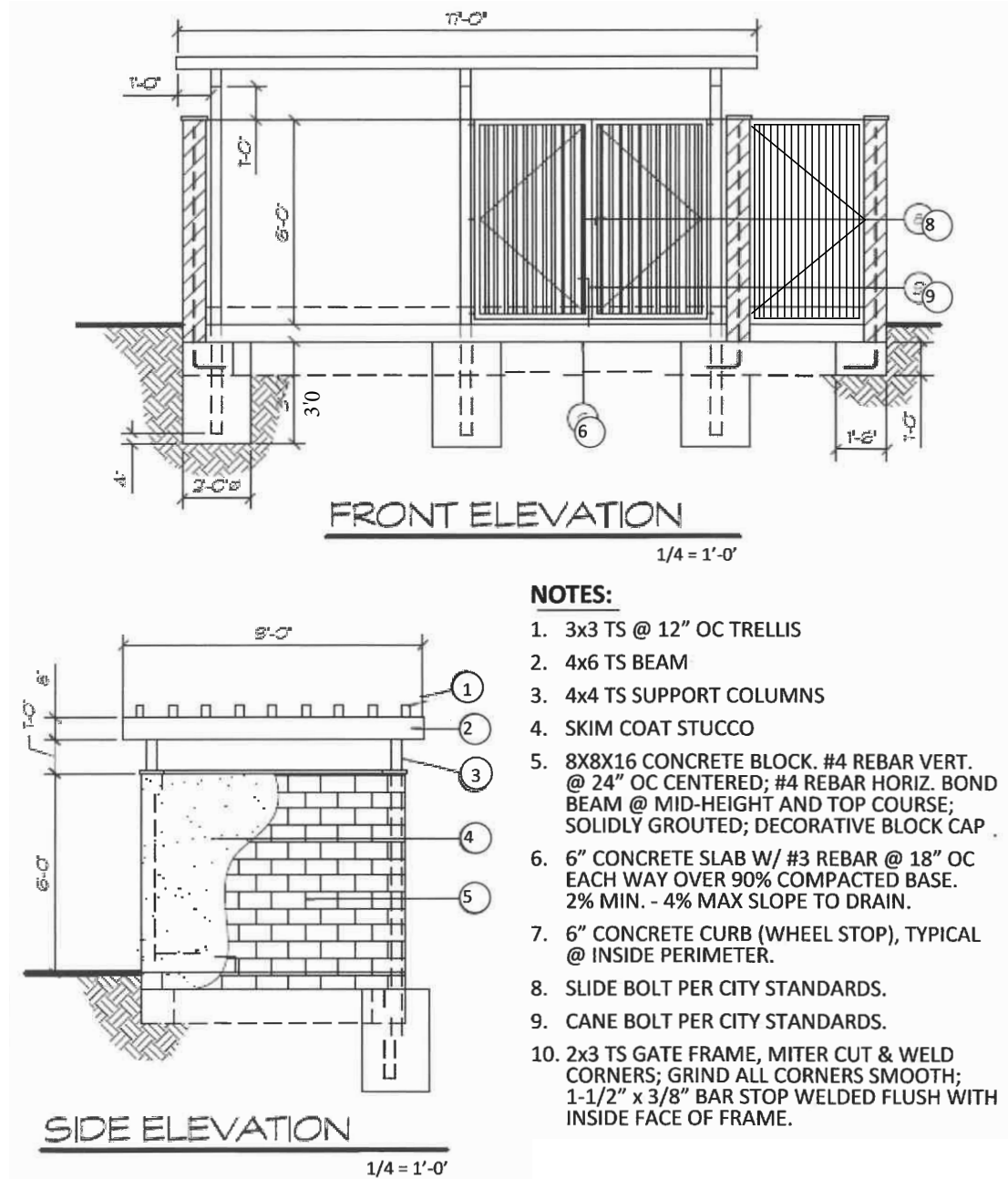
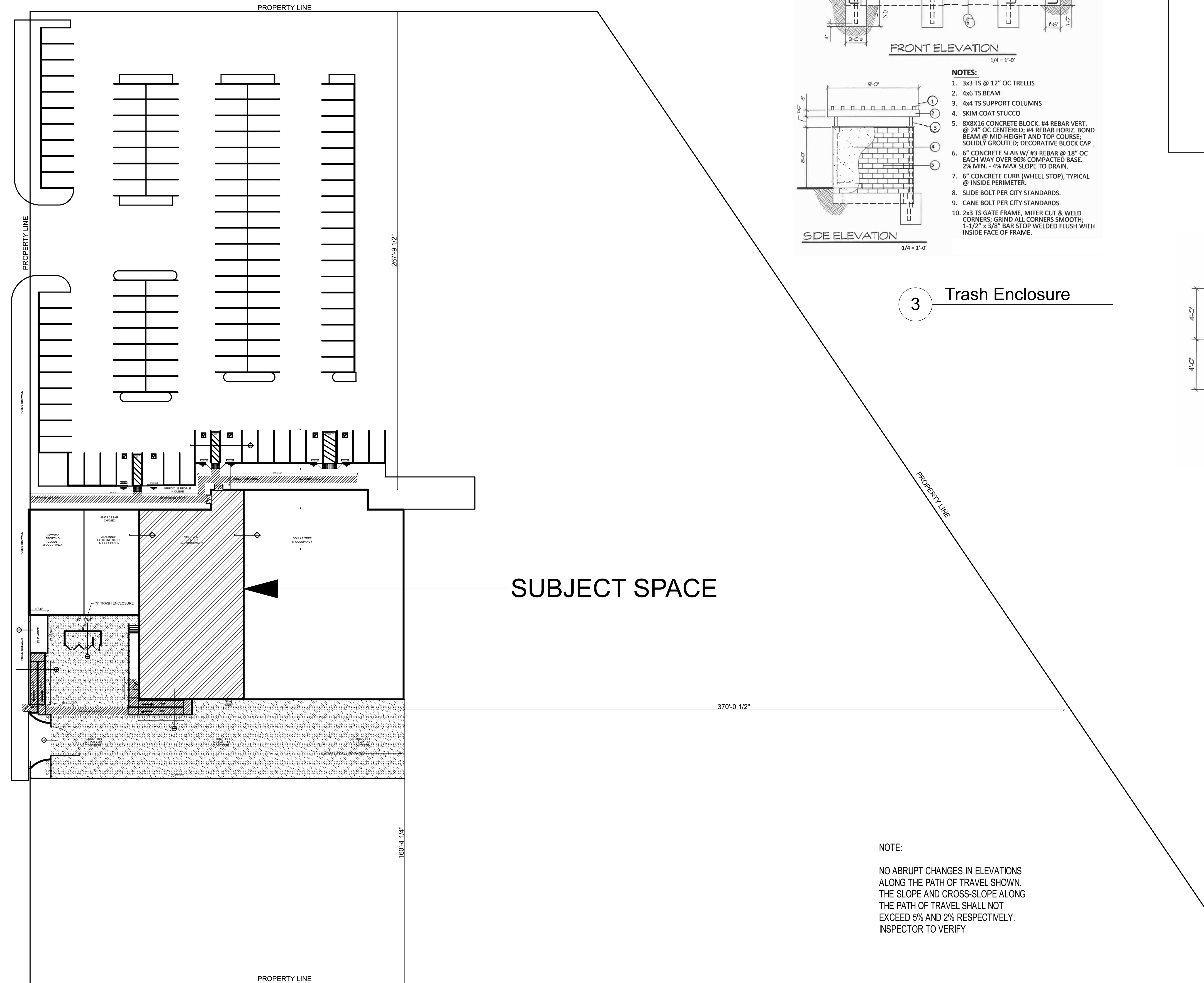
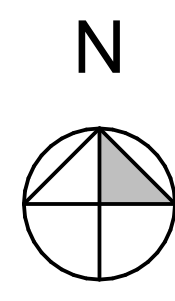
MARK	DATE	DESCRIPTION
------	------	-------------

PROJECT NO:	03282024
MODEL FILE:	VMP Event Center. 04.11.24 V27.pln
DRAWN BY:	Bob Sipovac
CHK'D BY:	#Contact Full Name
COPYRIGHT	Sipovac Construction Inc.

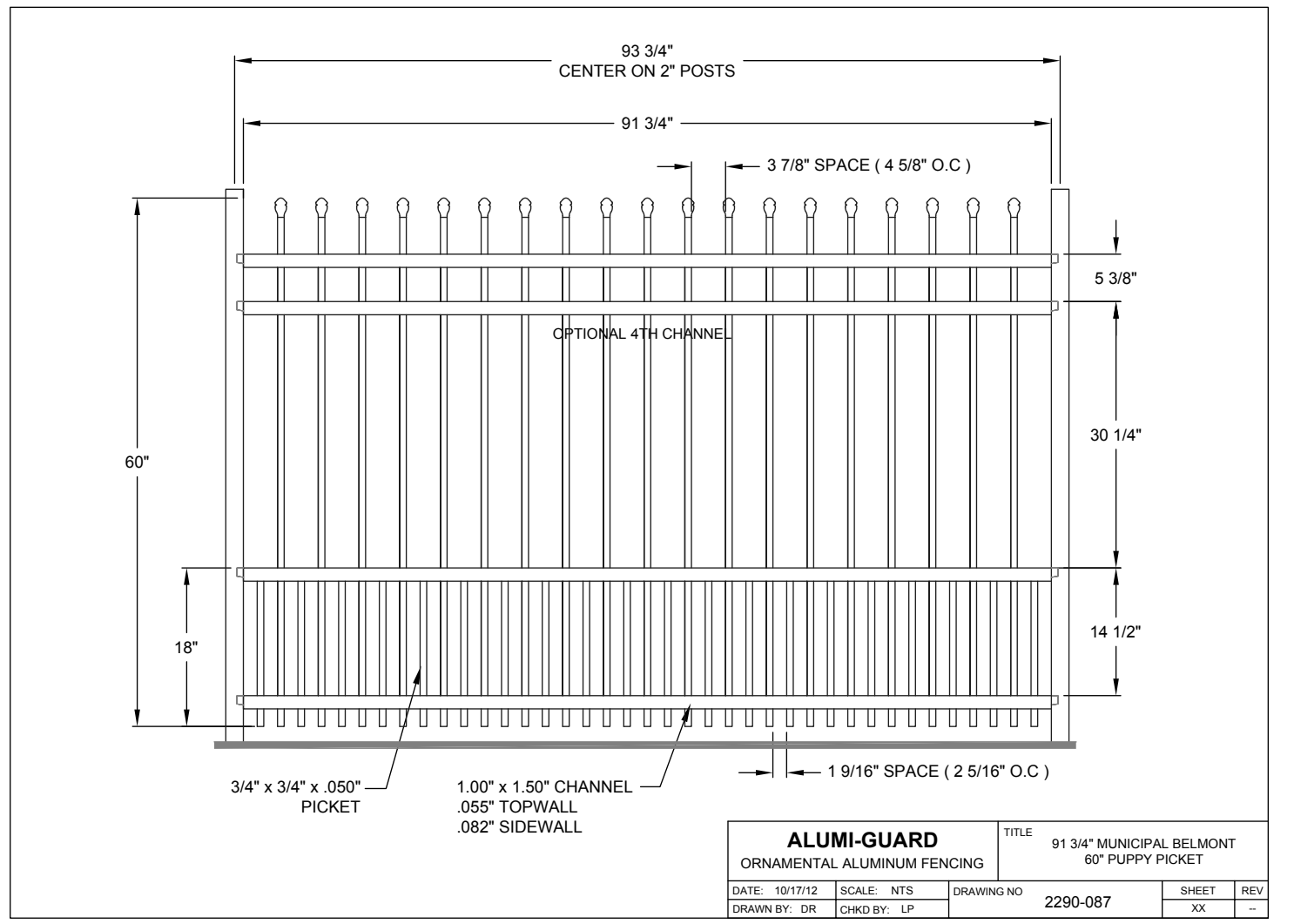
SHEET TITLE
Site Plan

Thursday, August 22, 2024

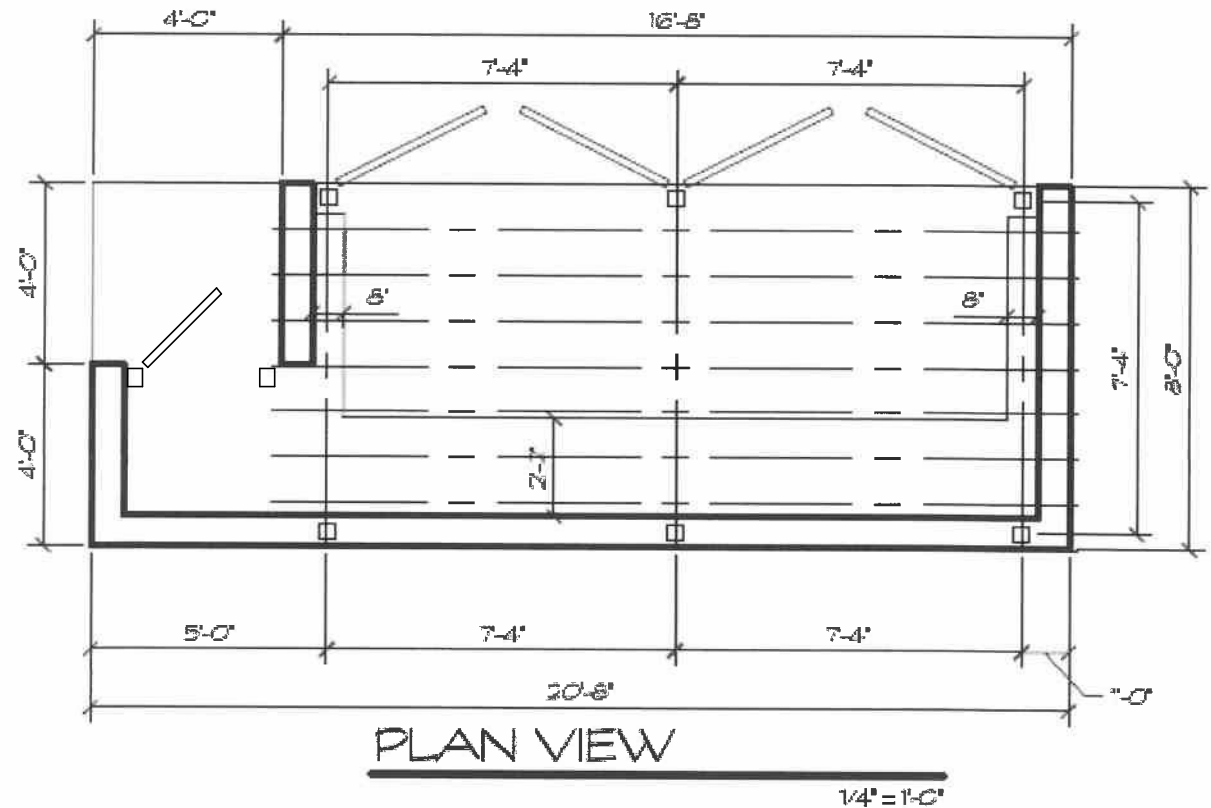
A-101
SHEET 5 OF 25



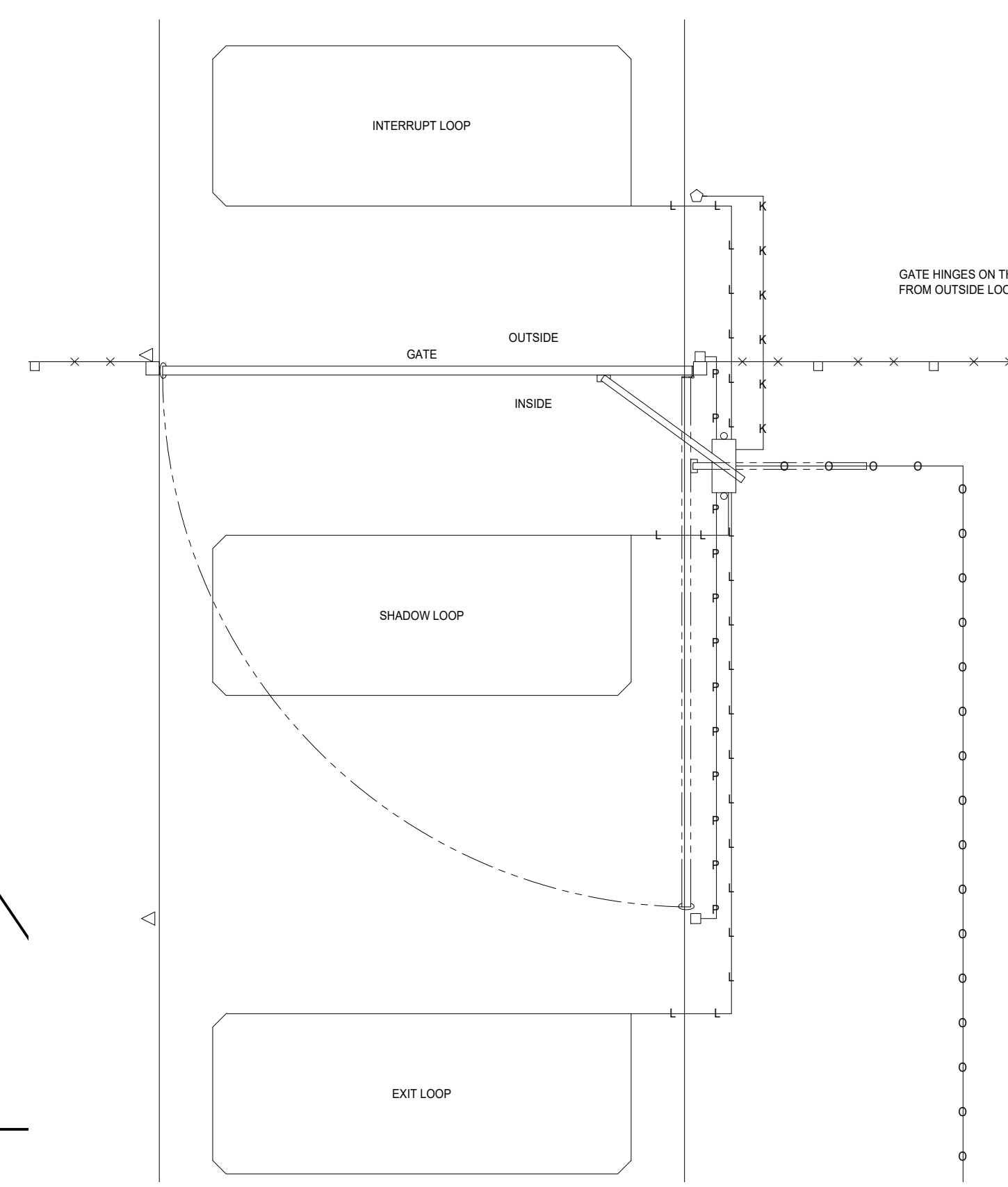
3 Trash Enclosure



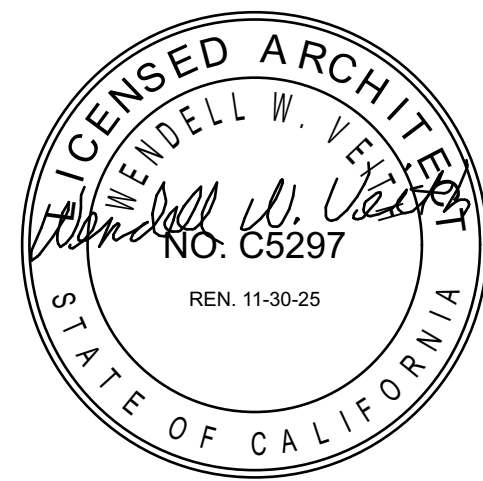
1 Fencing



3 Trash Enclosure



2 Motorized Gate



WENDELL W. VEITH, ARCHITECT #C5297
80-300 ULLSWATER DR., INDIO, CA. 92203
TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
80-300 Ullswater Dr.
Indio ca. 92203
760-953-4556

MECHANICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel G. G. G.
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS:
POR SEC 32 T5S R8E

1" = 10'-0"

MARK	DATE	DESCRIPTION

SCALE:

PROJECT NO: 03282024

MODEL FILE: VMP Event Center. 04.11.24 V27.pln

DRAWN BY: Bob Sipovac

CHK'D BY: #Contact Full Name

COPYRIGHT
Sipovac Construction Inc.

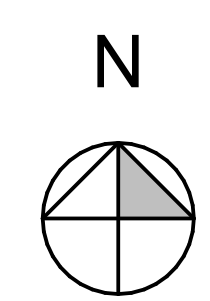
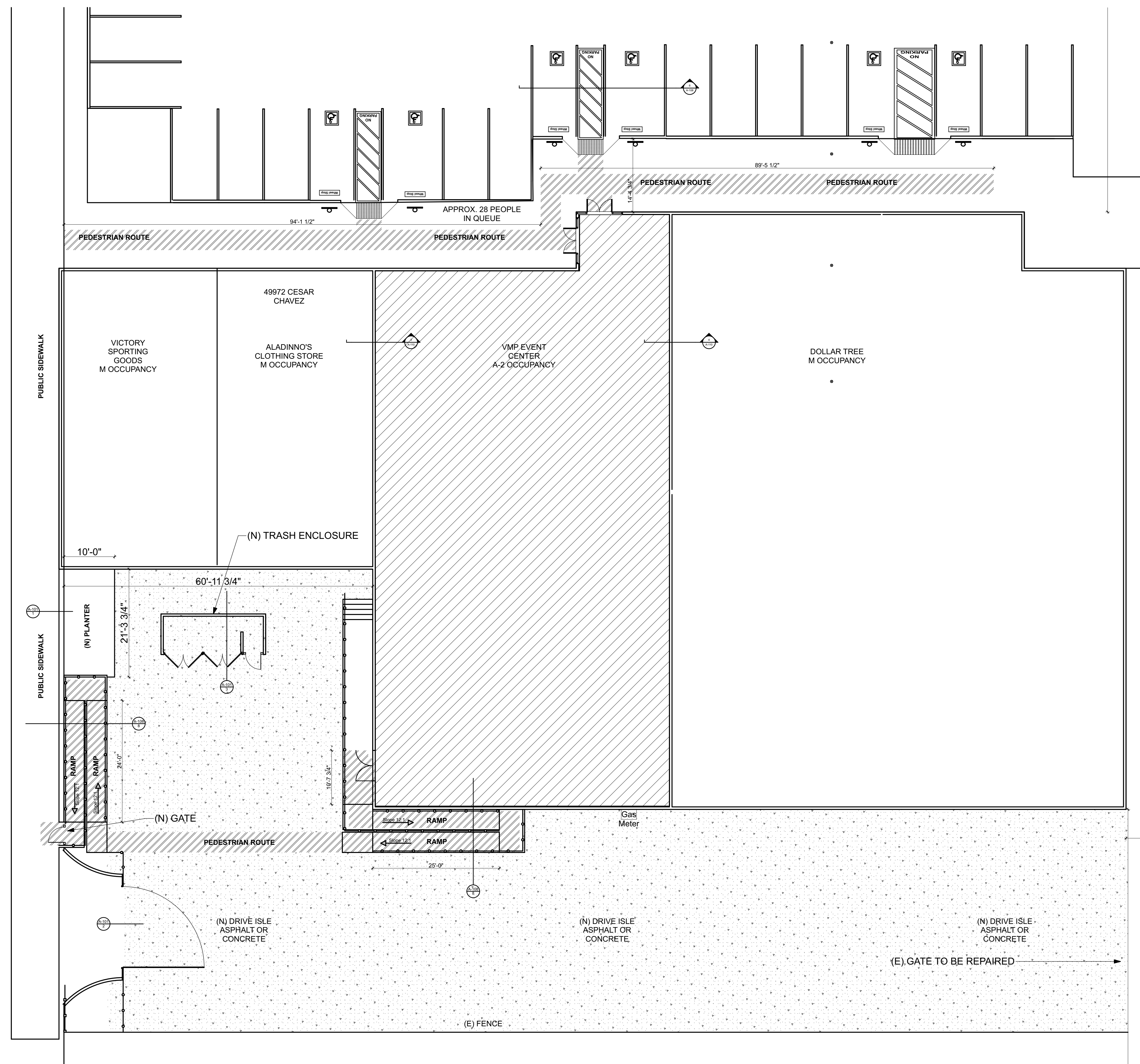
SHEET TITLE

Expanded Site

Thursday, August 22, 2024

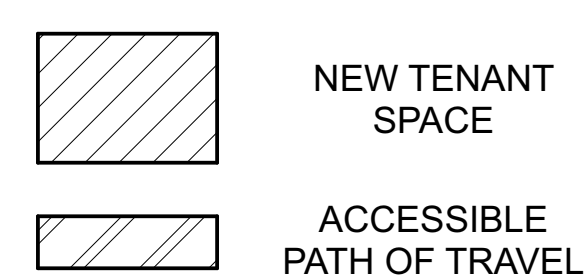
A-102

SHEET 6 OF 25

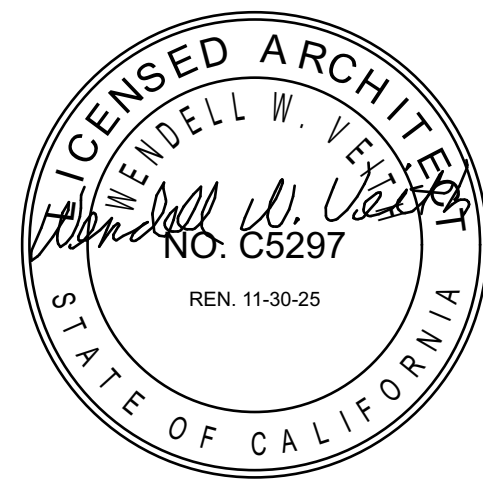


NOTE:

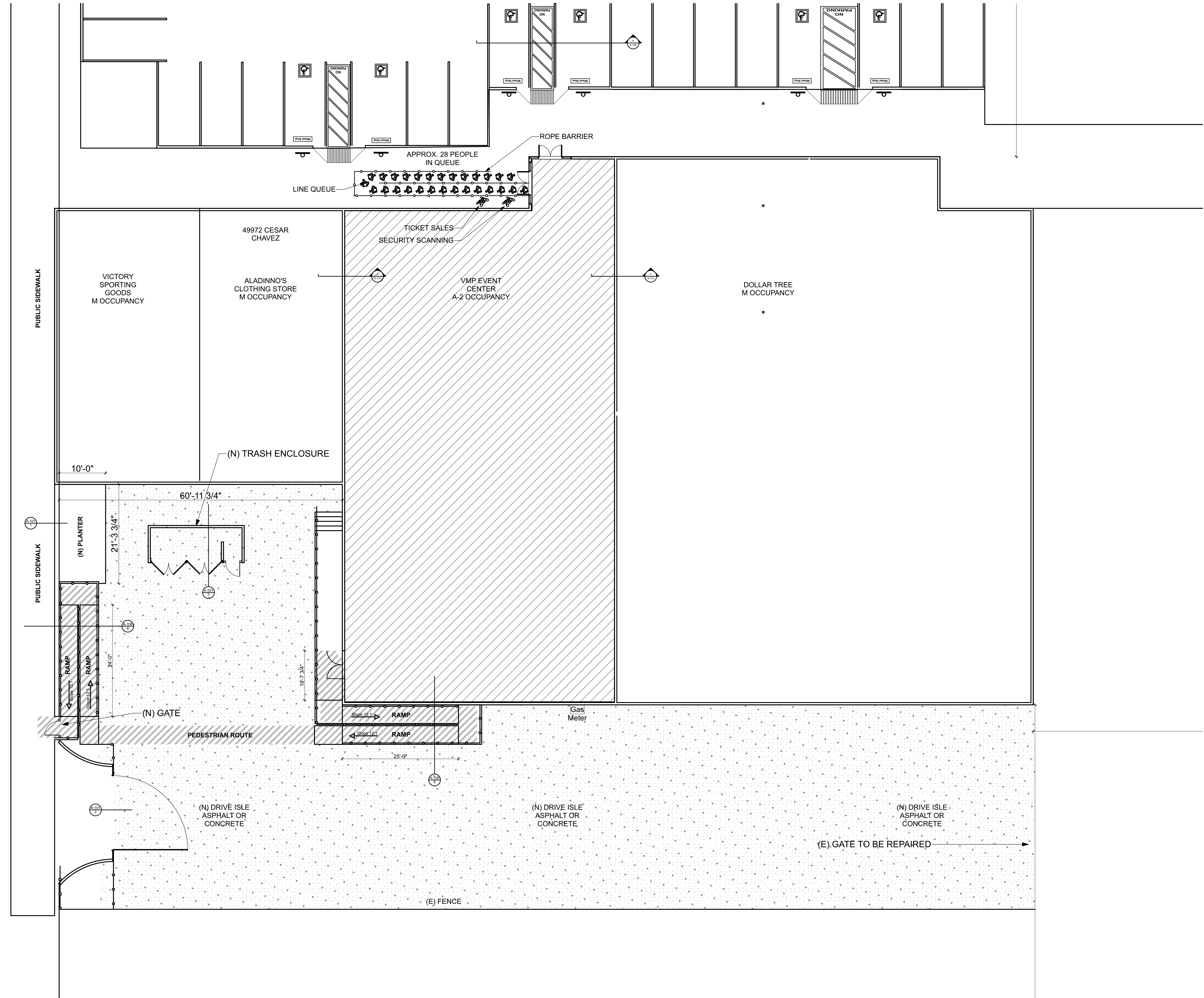
(A Occupancies) Group A occupancies with an occupant load greater than 100 and less than 300 shall have at least one exit that discharges on a street or an unoccupied space of not less than 20 feet in width that adjoins a street or public way. (CBC Section 1030.3.1).
 CBC: (A Occupancies) Group A occupancies with an occupant load of 100 to 300 not less than one of the required means of egress shall exit through one of the following: (CBC Section 1030.3.1)
 1. Directly to an exit.
 2. Egress through a lobby that is not used to access the other required exits.
 3. To a one-hour rated corridor to an exit.
 4. Continuous through a one-hour rated lobby to an exit.



NOTE:
 NO ABRUPT CHANGES IN ELEVATIONS ALONG THE PATH OF TRAVEL SHOWN. THE SLOPE AND CROSS-SLOPE ALONG THE PATH OF TRAVEL SHALL NOT EXCEED 5% AND 2% RESPECTIVELY. INSPECTOR TO VERIFY



WENDELL W. VEITH, ARCHITECT #C5297
80-300 ULLSWATER DR., INDIO, CA. 92203
TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:
Wendell W. Veith
80-300 Ullswater Dr.
Indio ca. 92203
760-953-4556

MECHANICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:

GENERAL CONTRACTOR
Parra Construction

OWNER
Daniel Glubaich
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

MARK	DATE	DESCRIPTION
------	------	-------------

SCALE:

PROJECT NO: 03282024
MODEL FILE: VMP Event Center. 04.11.24 V27.pln
DRAWN BY: Bob Sipovac
CHK'D BY: #Contact Full Name
COPYRIGHT
Sipovac Construction Inc.

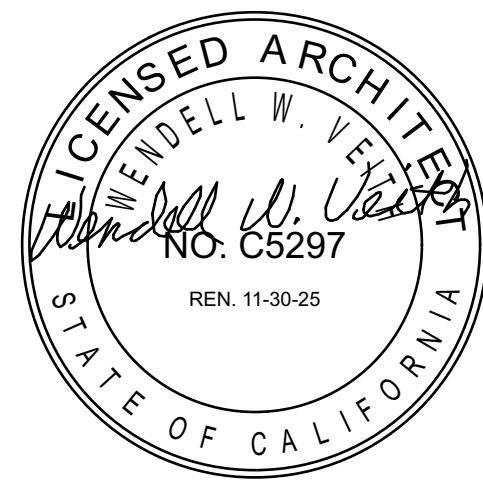
SHEET TITLE

Line Queue Plan

Thursday, August 22, 2024

A-102A

SHEET 7 OF 25



WENDELL W. VEITH, ARCHITECT #C5297
 80-300 ULLSWATER DR., INDIO, CA. 92203
 TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
 80-300 Ullswater Dr.
 Indio ca. 92203
 760-953-4556

MECHANICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

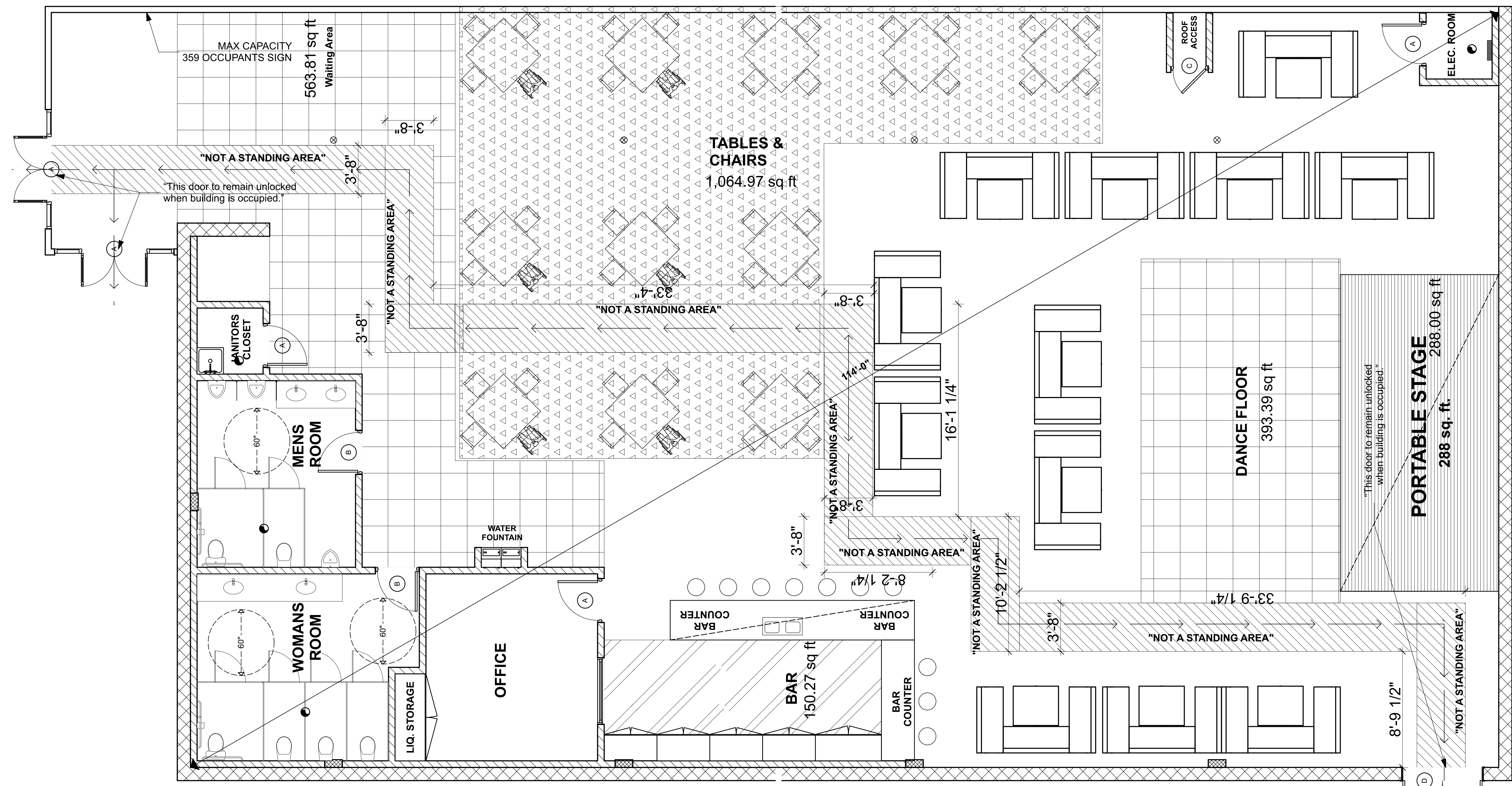
CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel Grabarch
 175 E Main St.
 Morgan Hill, 95037
 760-567-2347
 APN # 603-310-005
 LEGAL ADDRESS:
 POR SEC 32 T5S R8E



NOTE:

(Accessory Occupancies) Accessory occupancies are those occupancies that are ancillary to the main occupancy of the building or portion thereof. No separation is required between accessory occupancies and the main occupancy. (CBC Section 508.2, 508.2.4).
 2022 CBC: (Fixed Seats) For areas having fixed seats, the occupant load shall be determined by the number of fixed seats. (CBC 1004.6)
 (Door Opening Force) The opening force required for hinged interior and exterior doors other than fire doors shall be 5 pounds maximum. (CBC 11B-404.2.9)
 (Door Lever Type) Provide lever type hardware for all doors that are equipped with a latch or locking device, and in a path of travel. (other than panic type). The hardware type should be identified within the drawing plans. (CBC 11B-309.4, 11B-404.2.7)
 (Door Hardware) Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11B shall not require tight grasping, tight pinching or twisting of the wrist to operate. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides. (CBC Section 1010.1.9.1, 11B-404.2.7)
 (Panic Hardware - A Occupancy) Provide panic hardware on exit doors serving A- Occupancies where the occupant load served exceeds 50. Identify all panic hardware within the door schedule. (CBC 1010.1.10)

OCCUPANT LOAD FACTORS (SQ FT/OCC) PER SECTION 1004

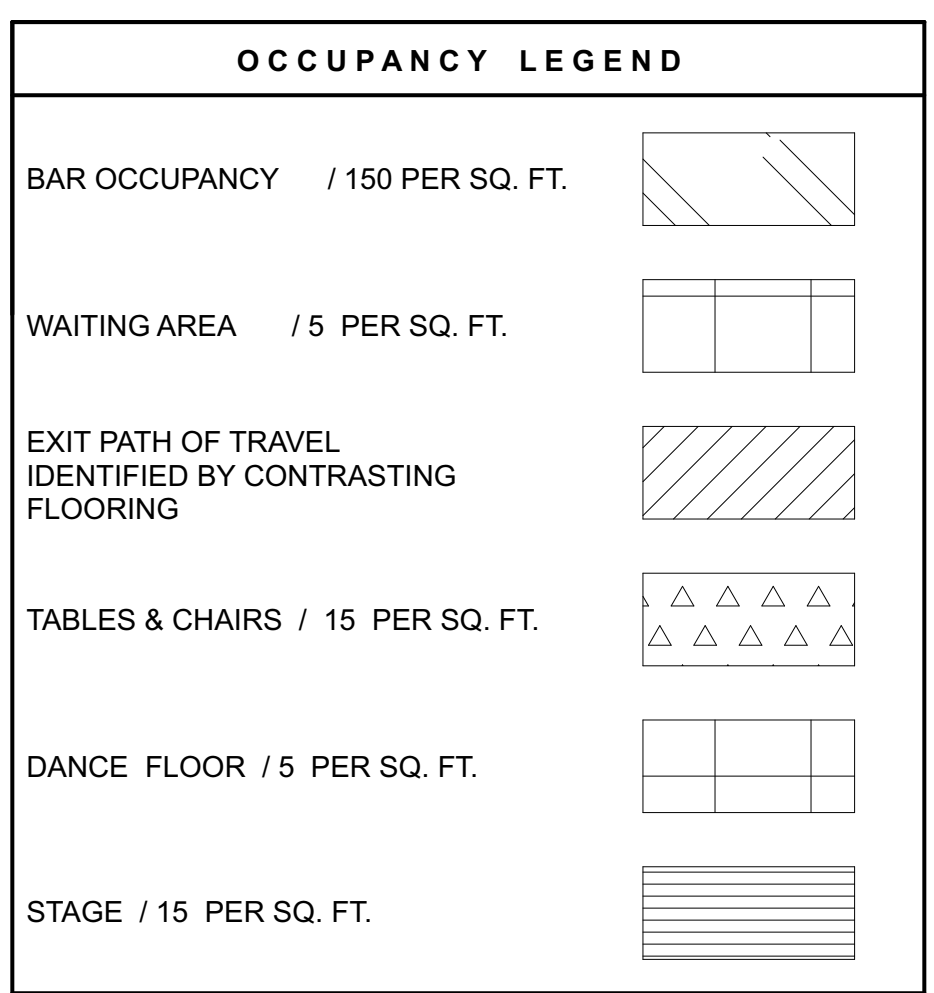
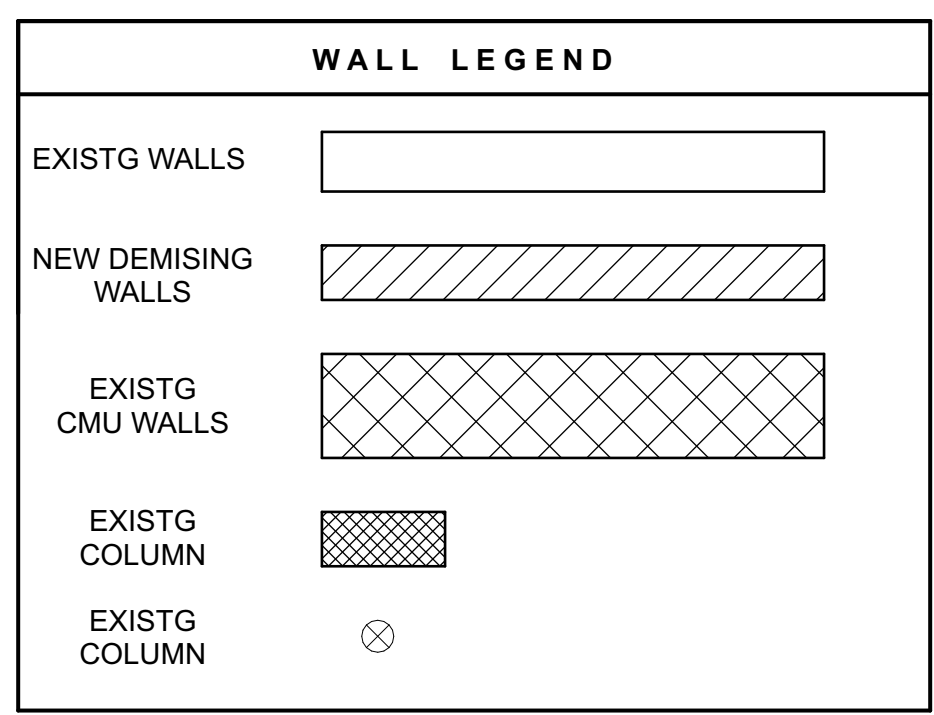
ASSEMBLY W/O FIXED SEATS (TABLES AND CHAIRS) 15 NET
 ASSEMBLY W/ FIXED SEATS (W/O TWO DIVIDING ARMS) 1 OCC / 18"
 ASSEMBLY W/ FIXED SEATS (BOOTHES): 1 OCC / 24"
 ASSEMBLY W/ FIXED SEATS: 1 OCC / SEAT
 ASSEMBLY W/O FIXED SEATS (STANDING SPACE) 5 NET

AREAS

TABLES AND CHAIRS = 1065 SQ. FT.
 BAR SEATS = 10
 BOOTHS = 1584"
 WAITING = 564
 STAGE / DANCE FLOOR = 681 SQ. FT.

OCCUPANT LOADS

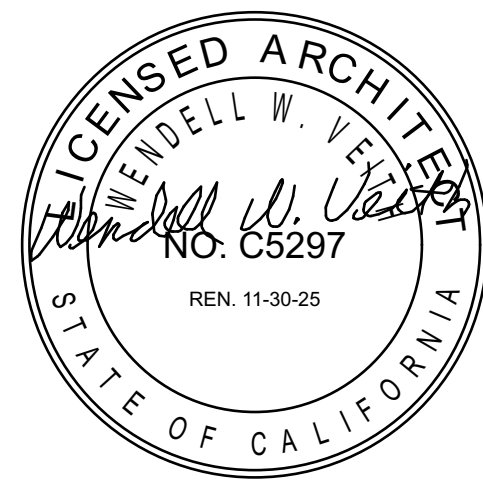
TABLES AND CHAIRS = 1065 / 15 71 OCC
 BAR SEATS = 10 OCC
 BOOTHS = 1584" / 24 66 OCC
 WAITING = 564 / 5 113 OCC
 STAGE = 288 / 15 20 OCC
 DANCE FLOOR 394 / 5 79 OCC
TOTAL 359 OCC



DOOR SCHEDULE											
MARK	SIZE		New Or Existing	Glazing	Operation Type	Opening Force	Hardware	U FACTOR	SHGC	FIRE RATING	NOTES
	W	HT									
A	4'-0"	6'-8"	Existing								
A	5'-0"	6'-8"	Existing			5 Lbs Max	Panic hardware				
D	6'-0"	6'-8"	New			5 Lbs Max	Panic Hardware				
B	3'-0"	7'-0"	New			5 Lbs Max	Lever Hardware / Closer			N/A	
A	3'-0"	7'-0"	New			5 Lbs Max	Lever Hardware				
C	2'-6"	7'-0"	New			5 Lbs Max	Lever Hardware				

Thursday, August 22, 2024

A-103A



WENDELL W. VEITH, ARCHITECT #C5297
 80-300 ULLSWATER DR., INDIO, CA. 92203
 TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
 80-300 Ullswater Dr.
 Indio ca. 92203
 760-953-4556

MECHANICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB #581636

ELECTRICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB #581636

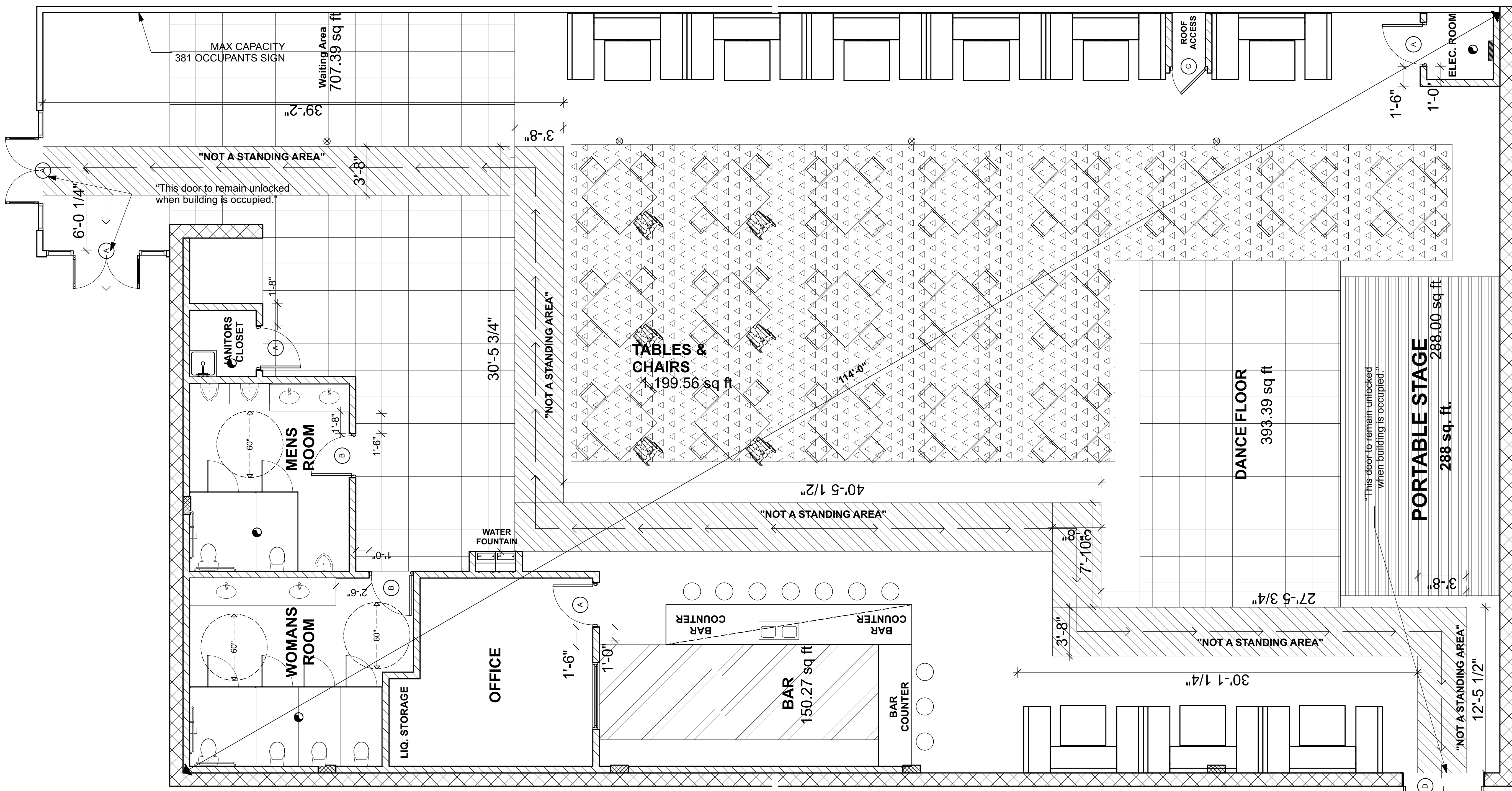
CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel Glubaich
 175 E Main St.
 Morgan Hill, 95037
 760-567-2347
 APN # 603-310-005
 LEGAL ADDRESS :
 POR SEC 32 T5S R8E



NOTE:

(Accessory Occupancies) Accessory occupancies are those occupancies that are ancillary to the main occupancy of the building or portion thereof. No separation is required between accessory occupancies and the main occupancy. (CBC Section 508.2, 508.2.4).
 2022 CBC: (Fixed Seats) For areas having fixed seats, the occupant load shall be determined by the number of fixed seats. (CBC 1004.6)
 (Door Opening Force) The opening force required for hinged interior and exterior doors other than fire doors shall be 5 pounds maximum. (CBC 11B-404.2.9)
 (Door Lever Type) Provide lever type hardware for all doors that are equipped with a latch or locking device, and in a path of travel. (other than panic type). The hardware type should be identified within the drawing plans. (CBC 11B-309.4, 11B-404.2.7)
 (Door Hardware) Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11B shall not require tight grasping, tight pinching or twisting of the wrist to operate. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides. (CBC Section 1010.1.9.1, 11B-404.2.7)
 (Panic Hardware - A Occupancy) Provide panic hardware on exit doors serving A- Occupancies where the occupant load served exceeds 50. Identify all panic hardware within the door schedule. (CBC 1010.1.10)

OCCUPANT LOAD FACTORS (SQ FT/OCC) PER SECTION 1004

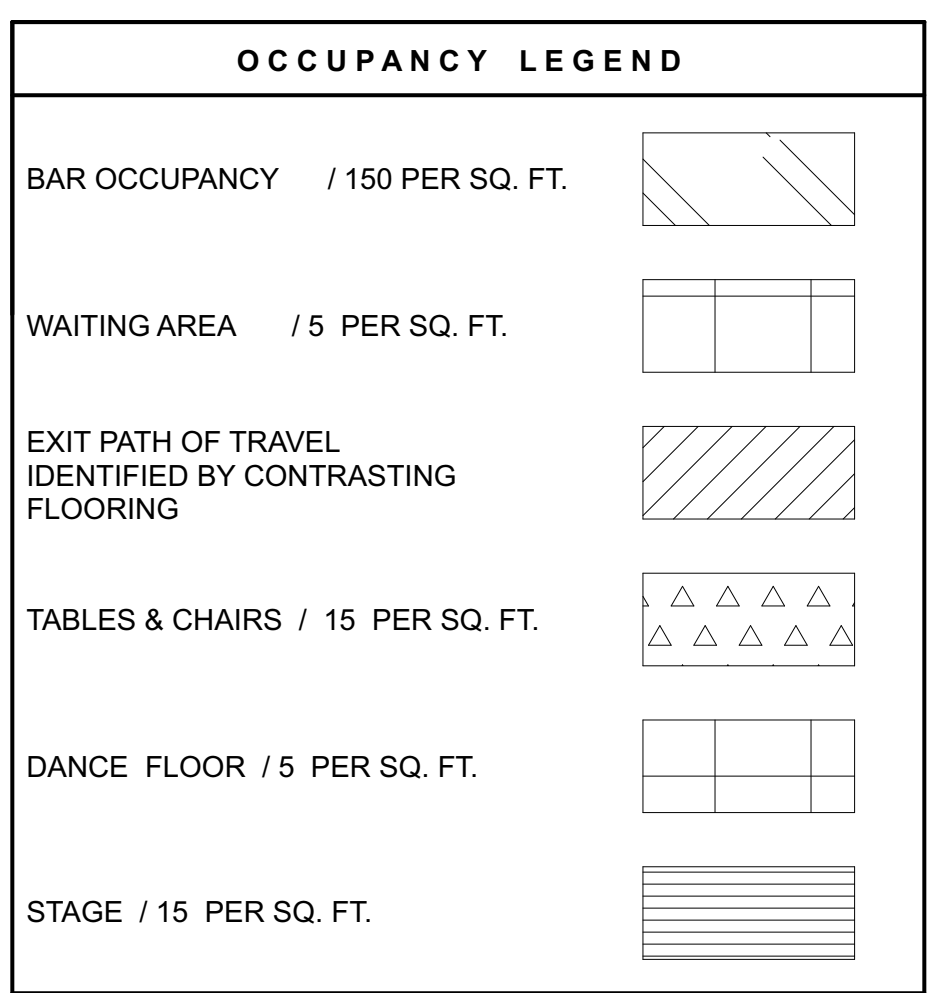
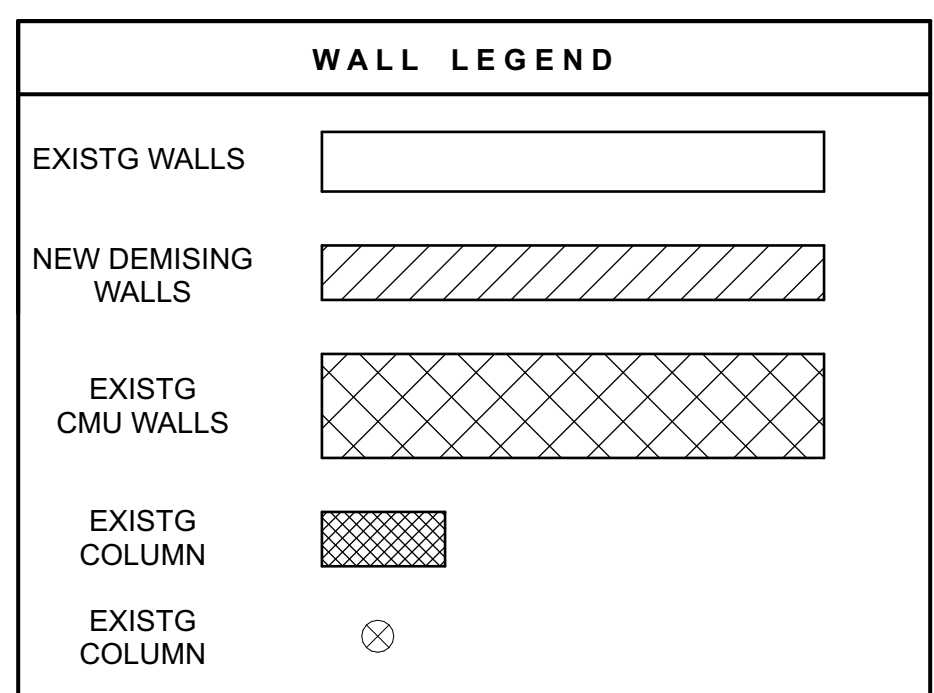
- ASSEMBLY W/O FIXED SEATS (TABLES AND CHAIRS) 15 NET
- ASSEMBLY W/ FIXED SEATS (W/O TWO DIVIDING ARMS) 1 OCC / 18"
- ASSEMBLY W/ FIXED SEATS (BOOTHES): 1 OCC / 24"
- ASSEMBLY W/ FIXED SEATS: 1 OCC / SEAT
- ASSEMBLY W/O FIXED SEATS (STANDING SPACE) 5 NET

AREAS

TABLES AND CHAIRS = 1200 SQ. FT.
 BAR SEATS = 10
 BOOTHS = 1188"
 WAITING = 708
 STAGE / DANCE FLOOR = 681 SQ. FT.

OCCUPANT LOADS

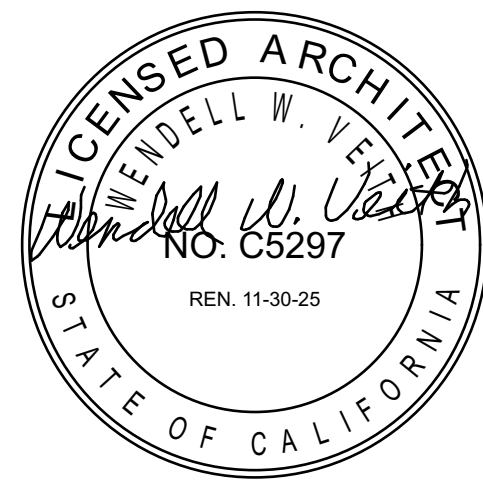
TABLES AND CHAIRS = 1200 / 15 80 OCC
 BAR SEATS = 10 OCC
 BOOTHS = 1188" / 24 50 OCC
 WAITING = 708 / 5 142 OCC
 STAGE = 288 / 15 20 OCC
 DANCE FLOOR 394 / 5 79 OCC
TOTAL 381 OCC



DOOR SCHEDULE											
MARK	SIZE		New Or Existing	Glazing	Operation Type	Opening Force	Hardware	U FACTOR	SHGC	FIRE RATING	NOTES
	W	HT									
A	4'-0"	6'-8"	Existing								
A	5'-0"	6'-8"	Existing			5 Lbs Max	Panic hardware				
D	6'-0"	6'-8"	New			5 Lbs Max	Panic Hardware				
B	3'-0"	7'-0"	New			5 Lbs Max	Lever Hardware / Closer			N/A	
A	3'-0"	7'-0"	New			5 Lbs Max	Lever Hardware				
C	2'-6"	7'-0"	New			5 Lbs Max	Lever Hardware				

Thursday, August 22, 2024

A-103B



WENDELL W. VEITH, ARCHITECT #C5297
 80-300 ULLSWATER DR., INDIO, CA. 92203
 TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
 80-300 Ullswater Dr.
 Indio ca. 92203
 760-953-4556

MECHANICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel Glubaich
 175 E Main St.
 Morgan Hill, 95037
 760-567-2347
 APN # 603-310-005
 LEGAL ADDRESS :
 POR SEC 32 T5S R8E

MARK	DATE	DESCRIPTION

SCALE:

PROJECT NO: 03282024

MODEL FILE: VMP Event Center. 04.11.24 V27.pln

DRAWN BY: Bob Sipovac

CHK'D BY: #Contact Full Name

COPYRIGHT
 Sipovac Construction Inc.

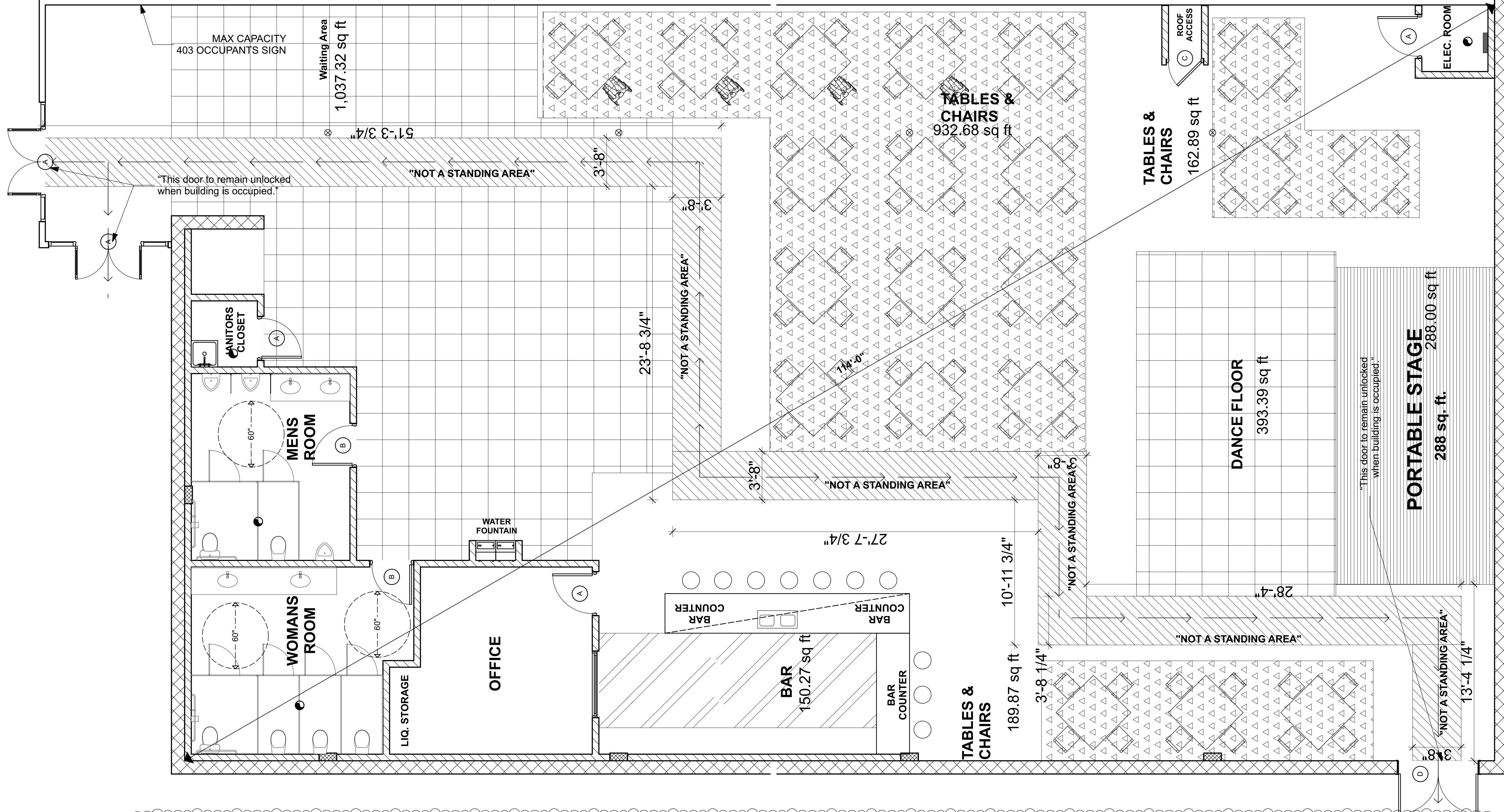
SHEET TITLE

Floor Plan C

Thursday, August 22, 2024

A-103C

SHEET 10 OF 25



NOTE:

(Accessory Occupancies) Accessory occupancies are those occupancies that are ancillary to the main occupancy of the building or portion thereof. No separation is required between accessory occupancies and the main occupancy. (CBC Section 508.2, 508.2.4).
 2022 CBC: (Fixed Seats) For areas having fixed seats, the occupant load shall be determined by the number of fixed seats. (CBC 1004.6)
 (Door Opening Force) The opening force required for hinged interior and exterior doors other than fire doors shall be 5 pounds maximum. (CBC 11B-404.2.9)
 (Door Lever Type) Provide lever type hardware for all doors that are equipped with a latch or locking device, and in a path of travel. (other than panic type). The hardware type should be identified within the drawing plans. (CBC 11B-309.4, 11B-404.2.7)
 (Door Hardware) Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11B shall not require tight grasping, tight pinching or twisting of the wrist to operate. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides. (CBC Section 1010.1.9.1, 11B-404.2.7)
 (Panic Hardware - A Occupancy) Provide panic hardware on exit doors serving A- Occupancies where the occupant load served exceeds 50. Identify all panic hardware within the door schedule. (CBC 1010.1.10)

OCCUPANT LOAD FACTORS (SQ FT/OCC) PER SECTION 1004

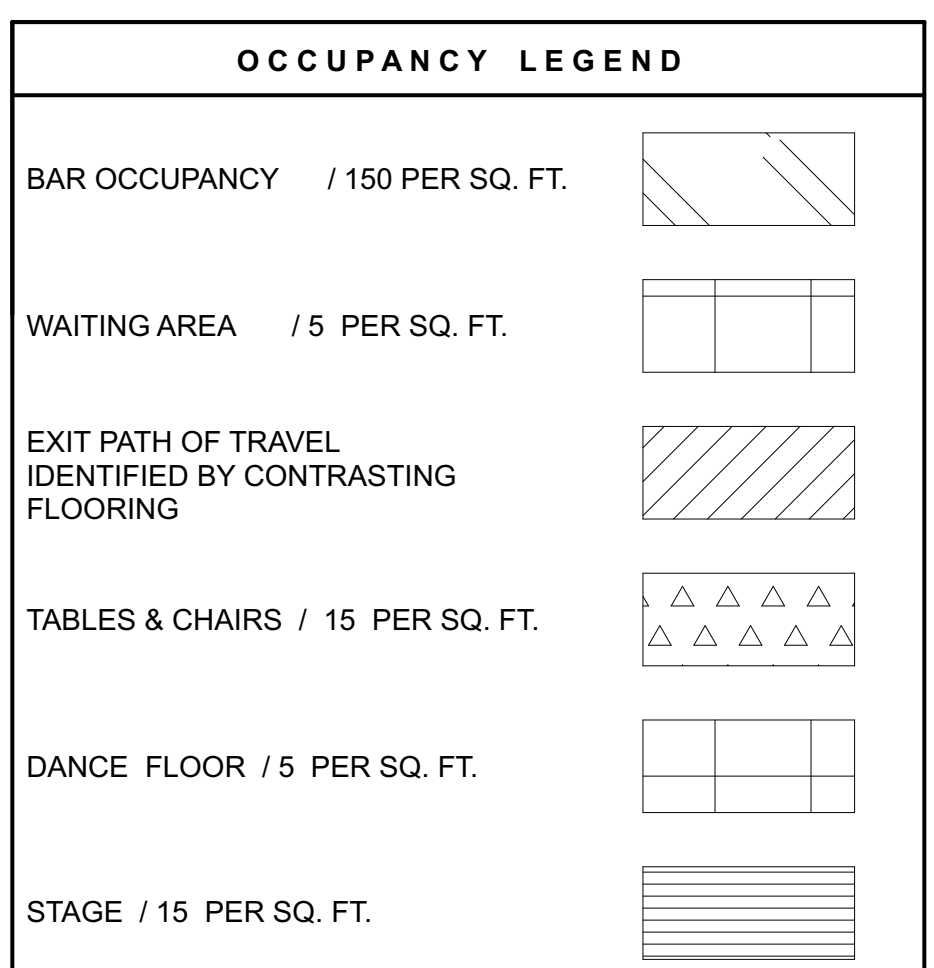
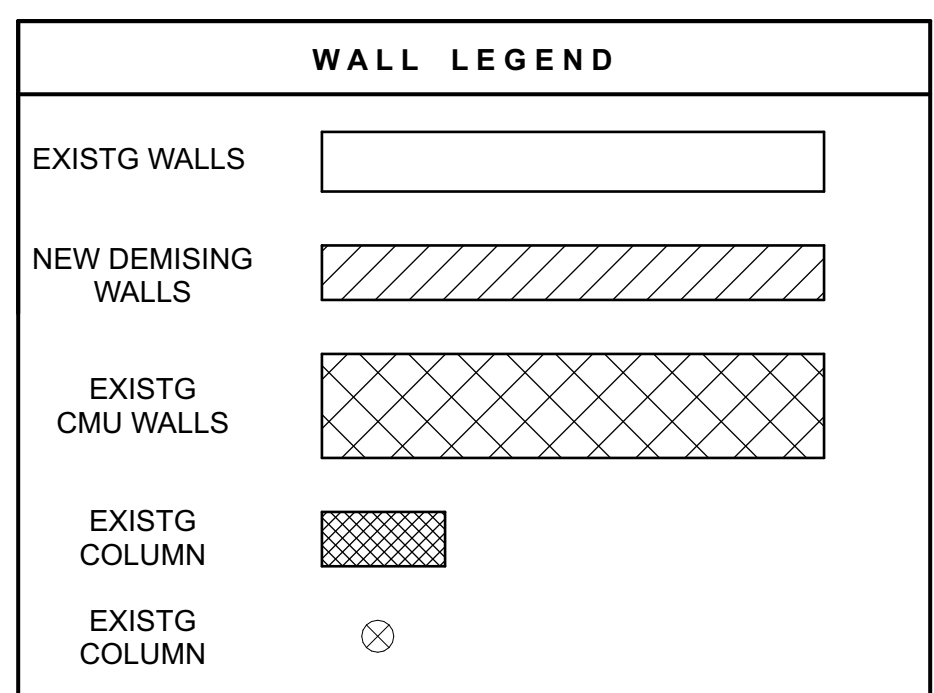
- ASSEMBLY W/O FIXED SEATS (TABLES AND CHAIRS) 15 NET
- ASSEMBLY W/ FIXED SEATS (W/O TWO DIVIDING ARMS) 1 OCC / 18"
- ASSEMBLY W/ FIXED SEATS (BOOTHES): 1 OCC / 24"
- ASSEMBLY W/ FIXED SEATS: 1 OCC / SEAT
- ASSEMBLY W/O FIXED SEATS (STANDING SPACE) 5 NET

AREAS

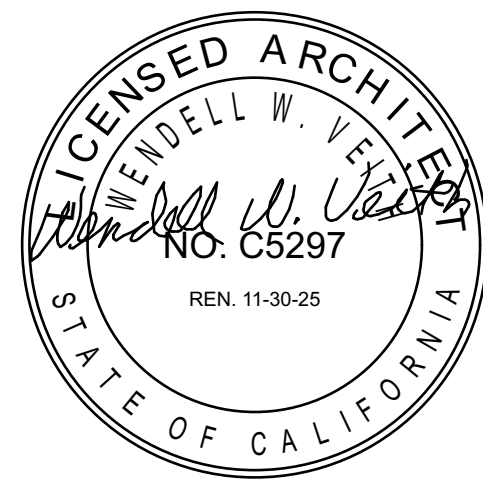
TABLES AND CHAIRS = 1286 SQ. FT.
 BAR SEATS = 10
 BOOTHS = 0"
 WAITING = 1038
 STAGE / DANCE FLOOR = 681 SQ. FT.

OCCUPANT LOADS

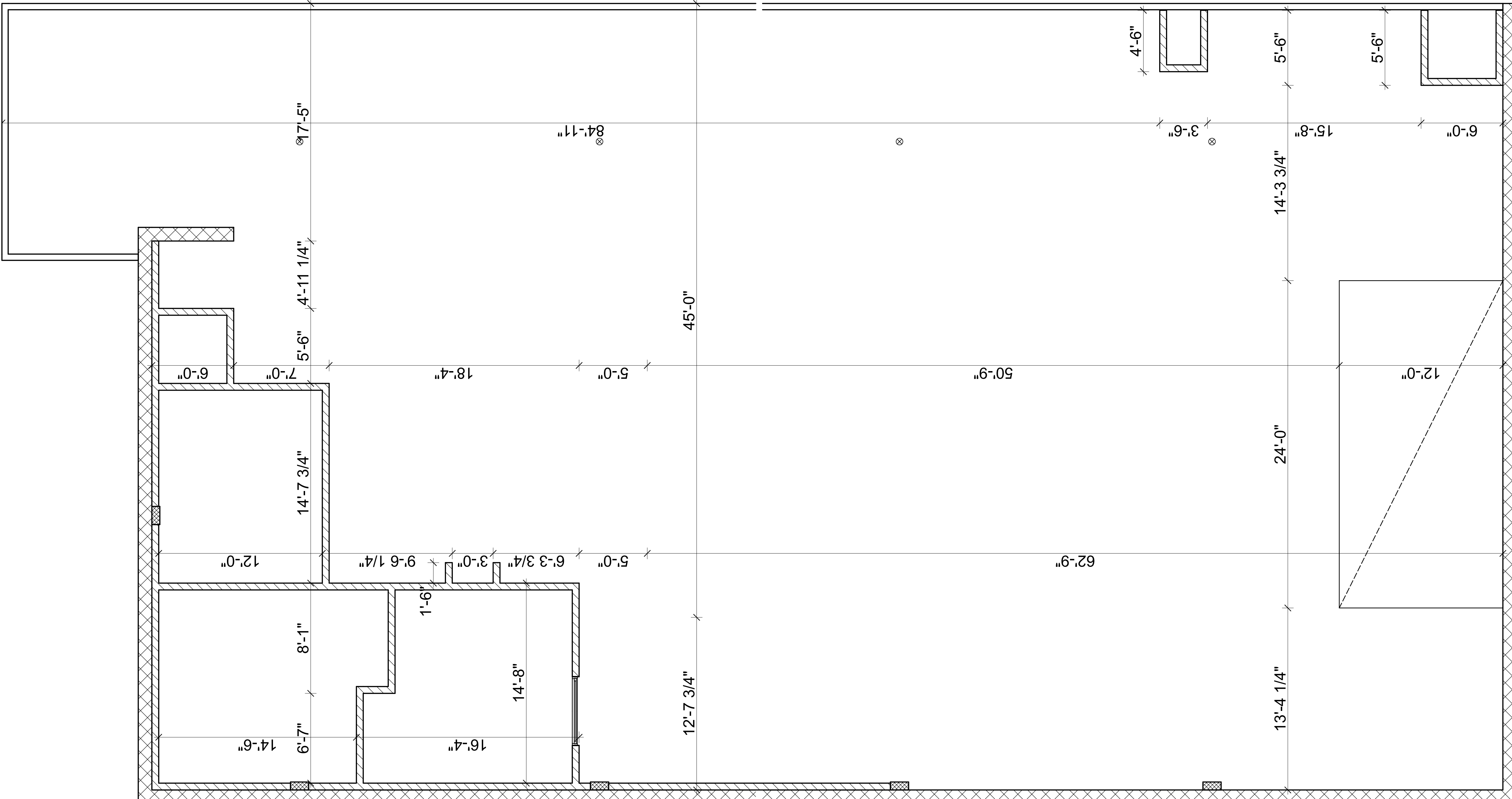
TABLES AND CHAIRS = 1286 / 15 86 OCC
 BAR SEATS = 10 OCC
 BOOTHS = 0" / 24 0 OCC
 WAITING = 1038 / 5 208 OCC
 STAGE = 288 / 15 20 OCC
 DANCE FLOOR 394 / 5 79 OCC
TOTAL 403 OCC



DOOR SCHEDULE											
MARK	SIZE		New Or Existing	Glazing	Operation Type	Opening Force	Hardware	U FACTOR	SHGC	FIRE RATING	NOTES
	W	HT									
A	4'-0"	6'-8"	Existing								
A	5'-0"	6'-8"	Existing			5 Lbs Max	Panic hardware				
D	6'-0"	6'-8"	New			5 Lbs Max	Panic Hardware				
B	3'-0"	7'-0"	New			5 Lbs Max	Lever Hardware / Closer			N/A	
A	3'-0"	7'-0"	New			5 Lbs Max	Lever Hardware				
C	2'-6"	7'-0"	New			5 Lbs Max	Lever Hardware				



WENDELL W. VEITH, ARCHITECT #C5297
80-300 ULLSWATER DR., INDIO, CA. 92203
TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
80-300 Ullswater Dr.
Indio ca. 92203
760-953-4556

MECHANICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel G. G. G.
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

1/4" = 1'-0"

MARK	DATE	DESCRIPTION

SCALE:

PROJECT NO: 03282024
 MODEL FILE: VMP Event Center. 04.11.24 V27.pln
 DRAWN BY: Bob Sipovac
 CHK'D BY: #Contact Full Name
 COPYRIGHT
 Sipovac Construction Inc.

SHEET TITLE

Floor Dim

Thursday, August 22, 2024

A-105

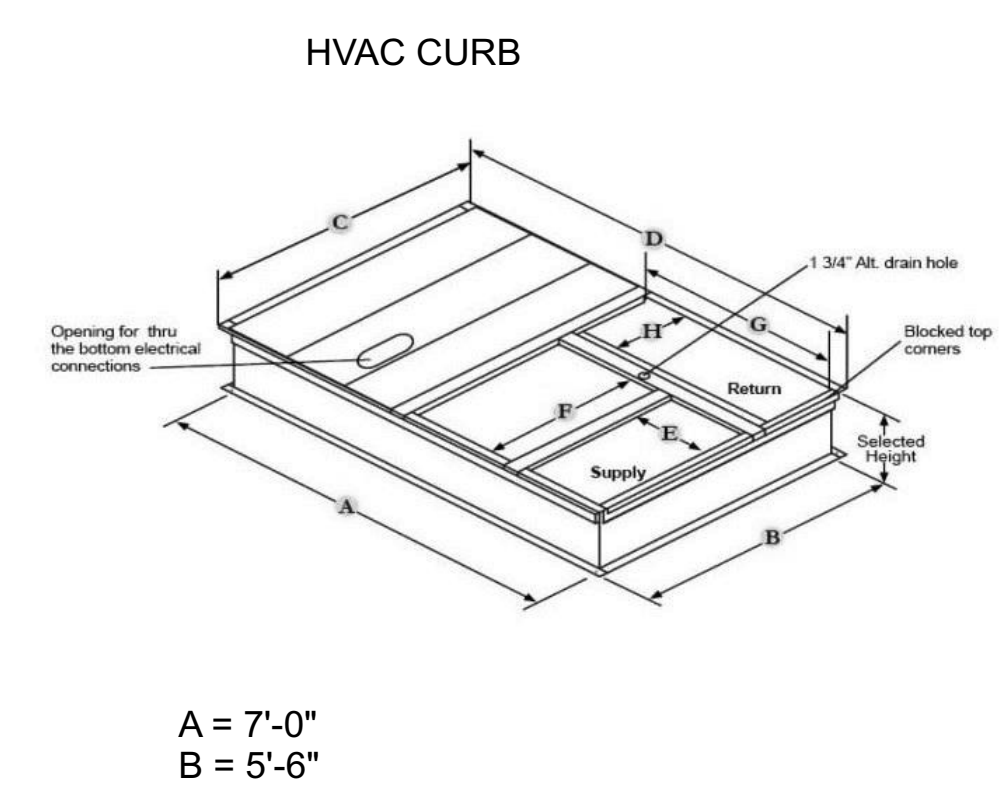
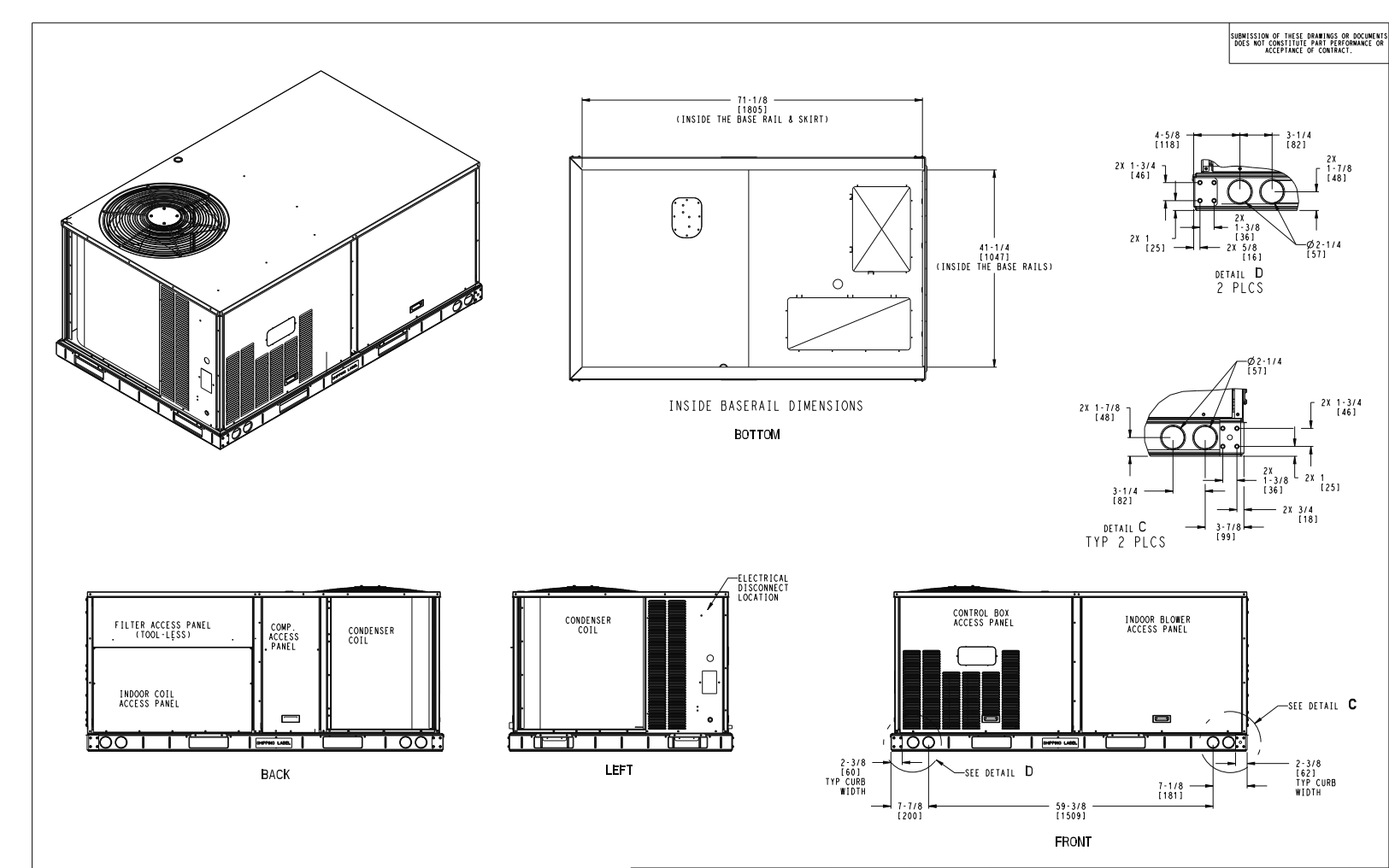
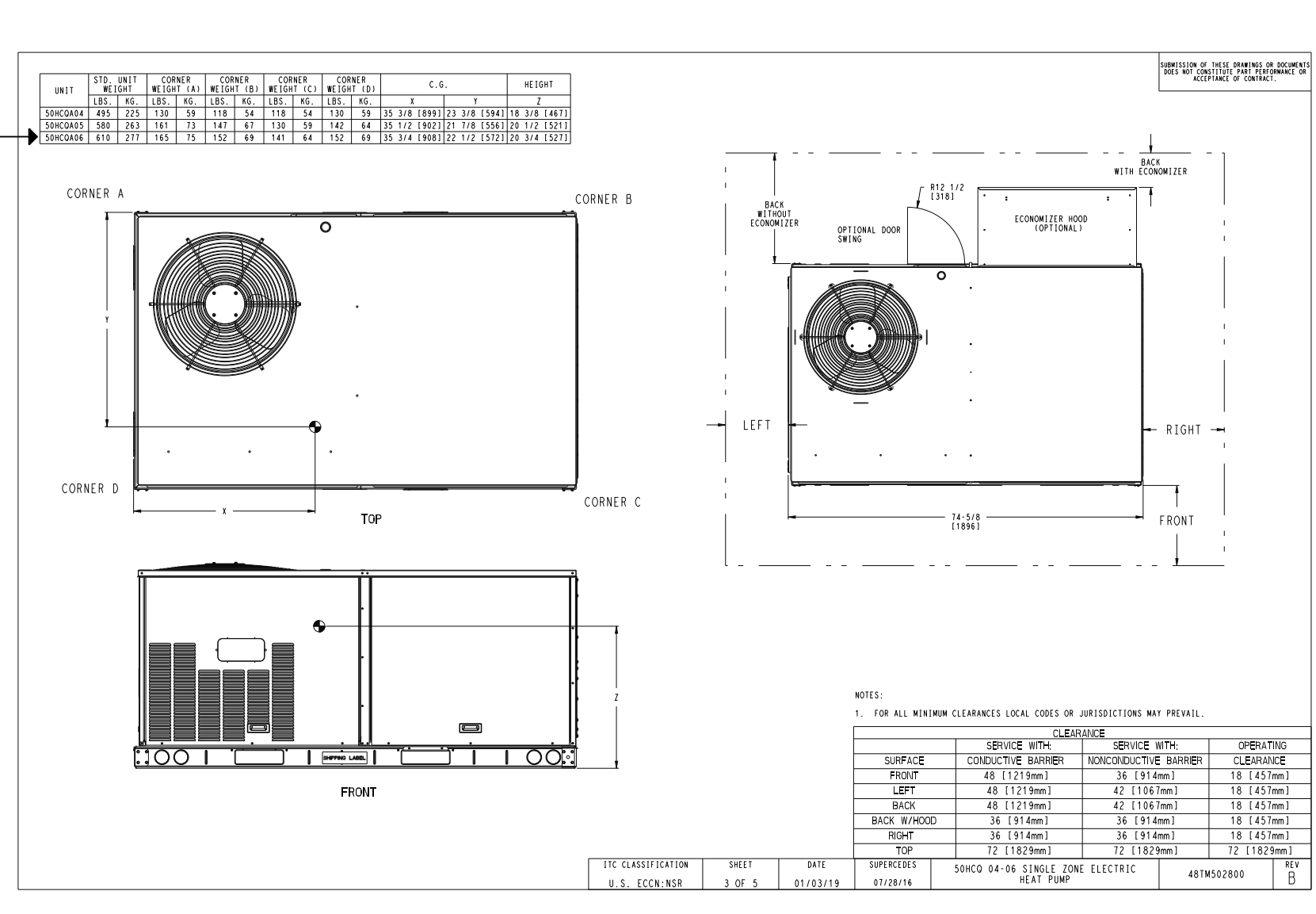
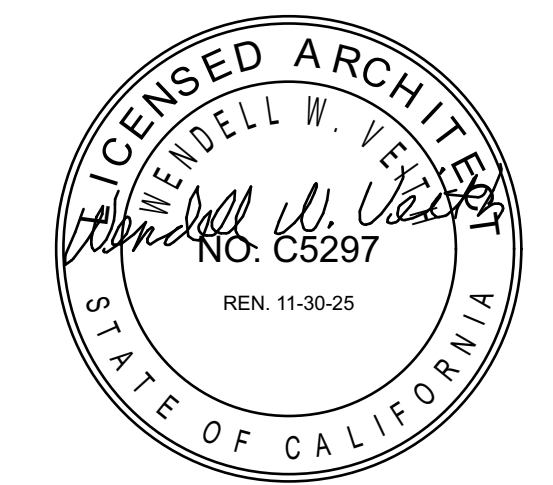


Table 3.26A Rafter Spans for Common Lumber Species
 (Ceiling Not Attached to Rafters) Live Load = 20 psf, L_{1/4} = 180 LL = 20 psf L/ΔLL = 180

Rafter Spacing (in.)	Species	Grade	Dead Load = 10 psf				Dead Load = 20 psf			
			(8'-0")	(9'-0")	(10'-0")	(12'-0")	(8'-0")	(9'-0")	(10'-0")	(12'-0")
12	Douglas Fir-Larch	MB-1	11.5	17.4	22.5	26.0	10.0	15.0	20.0	23.0
		MB-2	11.5	17.4	22.5	26.0	10.0	15.0	20.0	23.0
		MB-3	11.5	17.4	22.5	26.0	10.0	15.0	20.0	23.0
		MB-4	11.5	17.4	22.5	26.0	10.0	15.0	20.0	23.0
16	Douglas Fir-Larch	MB-1	9.0	13.5	17.5	20.0	7.5	11.0	14.5	16.5
		MB-2	9.0	13.5	17.5	20.0	7.5	11.0	14.5	16.5
		MB-3	9.0	13.5	17.5	20.0	7.5	11.0	14.5	16.5
		MB-4	9.0	13.5	17.5	20.0	7.5	11.0	14.5	16.5
24	Douglas Fir-Larch	MB-1	6.0	9.0	12.0	13.5	5.0	7.5	10.0	11.5
		MB-2	6.0	9.0	12.0	13.5	5.0	7.5	10.0	11.5
		MB-3	6.0	9.0	12.0	13.5	5.0	7.5	10.0	11.5
		MB-4	6.0	9.0	12.0	13.5	5.0	7.5	10.0	11.5

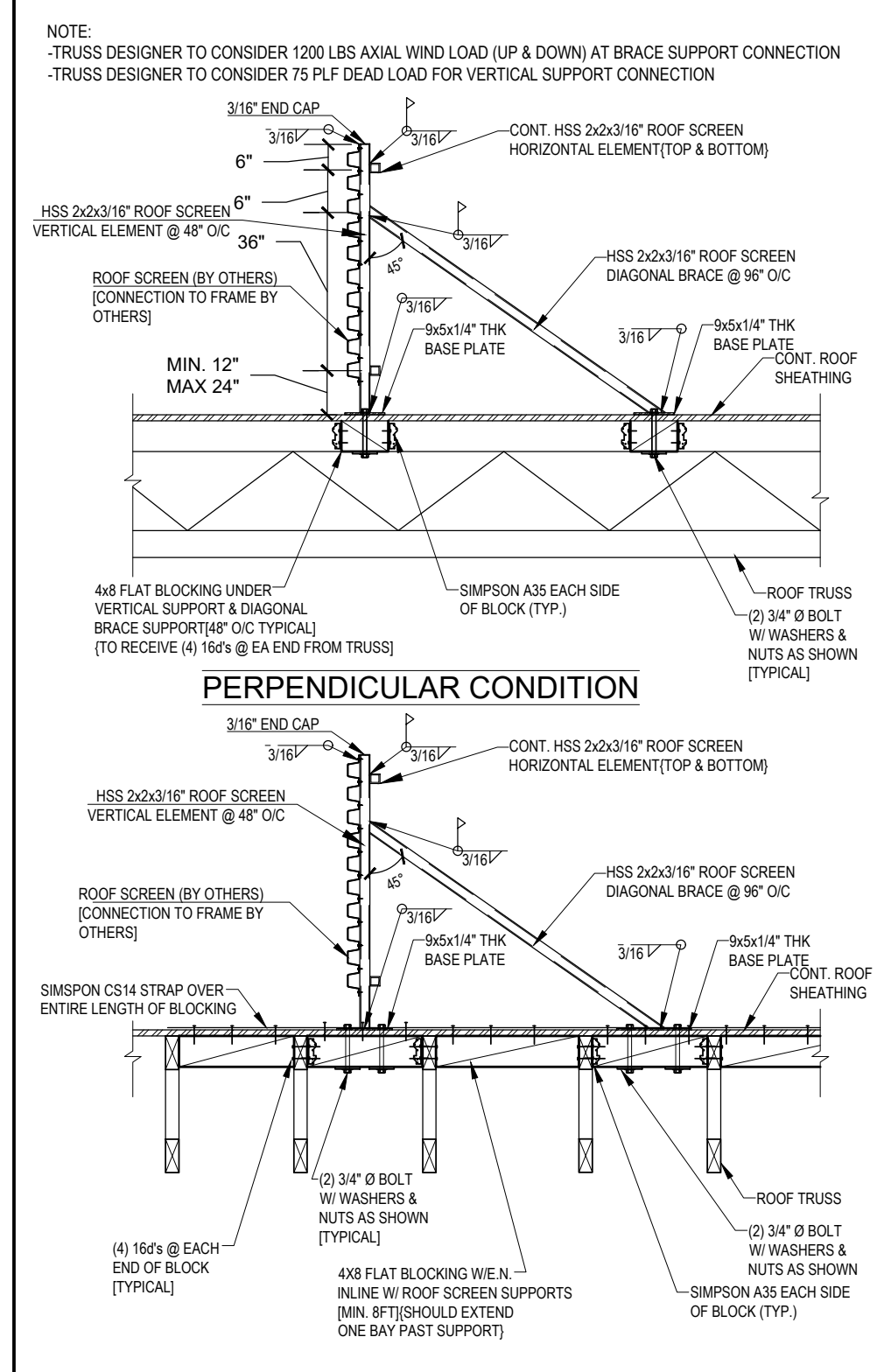
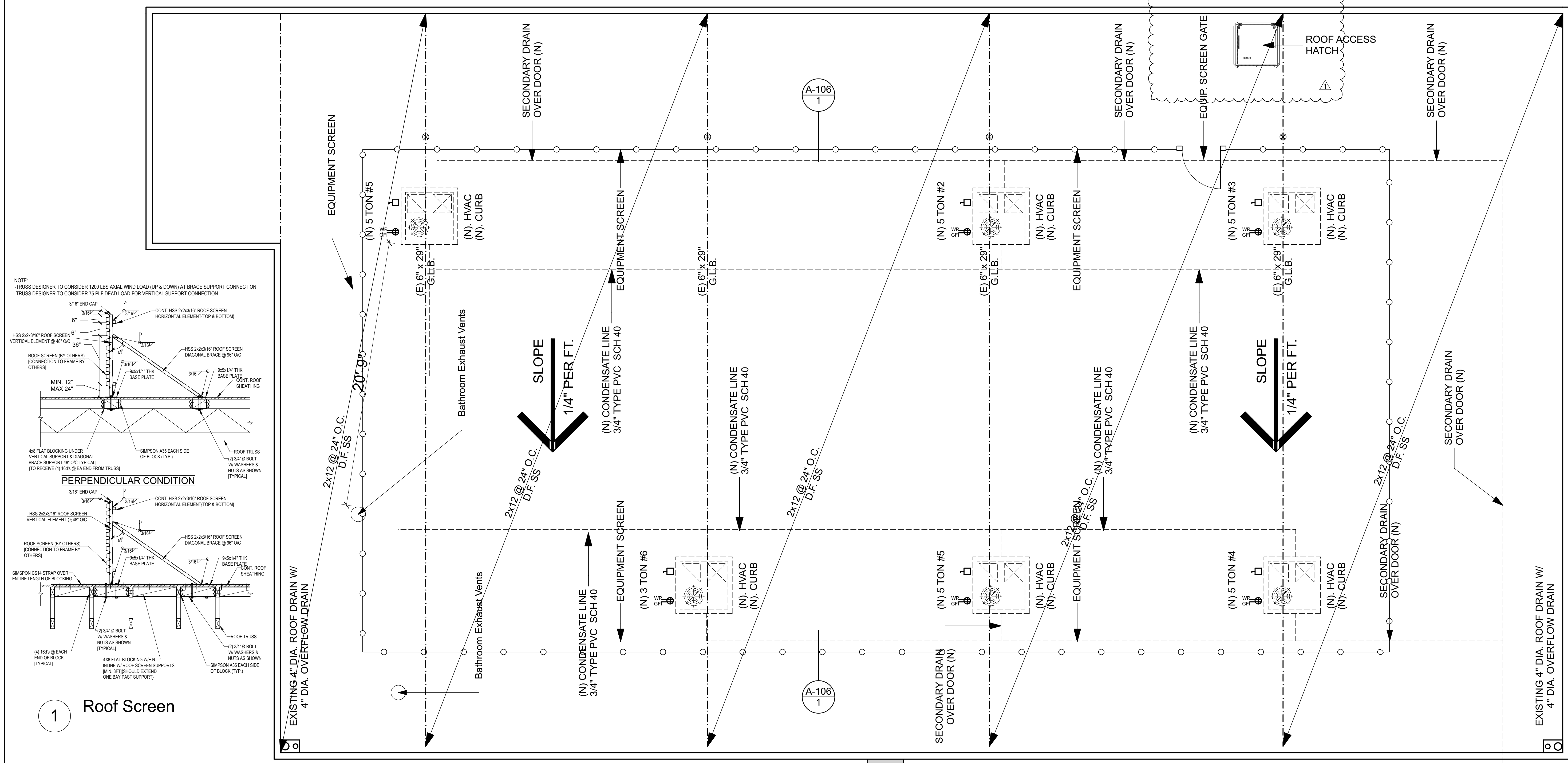


WENDELL W. VEITH, ARCHITECT #C5297
 80-300 ULLSWATER DR., INDIO, CA. 92203
 TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



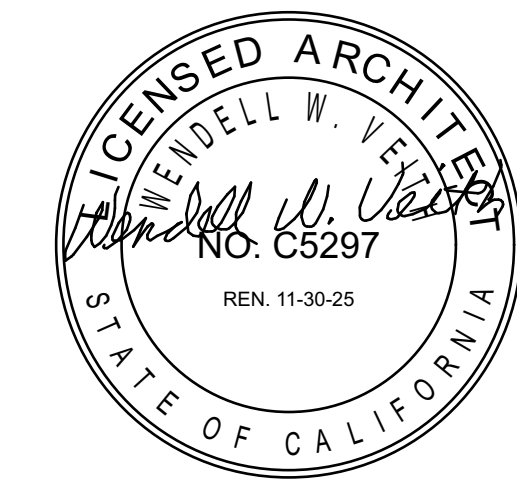
CONSULTANTS

- DESIGN ARCHITECT:**
 Wendell W. Veith
 80-300 Ullswater Dr.
 Indio ca. 92203
 760-953-4556
- MECHANICAL:**
 Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636
- ELECTRICAL:**
 Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636
- CIVIL:**
 Parra Construction
- OWNER:**
 Daniel Grabarch
 175 E Main St.
 Morgan Hill, 95037
 760-567-2347
 APN # 603-310-005
LEGAL ADDRESS:
 POR SEC 32 T5S R8E



1 Roof Screen

1/4" = 1'-0"
MARK DATE DESCRIPTION
SCALE:
PROJECT NO: 03282024
MODEL FILE: VMP Event Center. 04.11.24 V27.pln
DRAWN BY: Bob Sipovac
CHK'D BY: #Contact Full Name
COPYRIGHT Sipovac Construction Inc.
SHEET TITLE Roof Plan
Thursday, August 22, 2024
A-107
SHEET 13 OF 25



WEINELL W. VEITH, ARCHITECT #C5297
80-300 ULLSWATER DR., INDIO, CA. 92203
TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:
Wendell W. Veith
80-300 Ullswater Dr.
Indio ca. 92203
760-953-4556

MECHANICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:
GENERAL CONTRACTOR
Parra Construction

OWNER
Daniel Grabarch
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

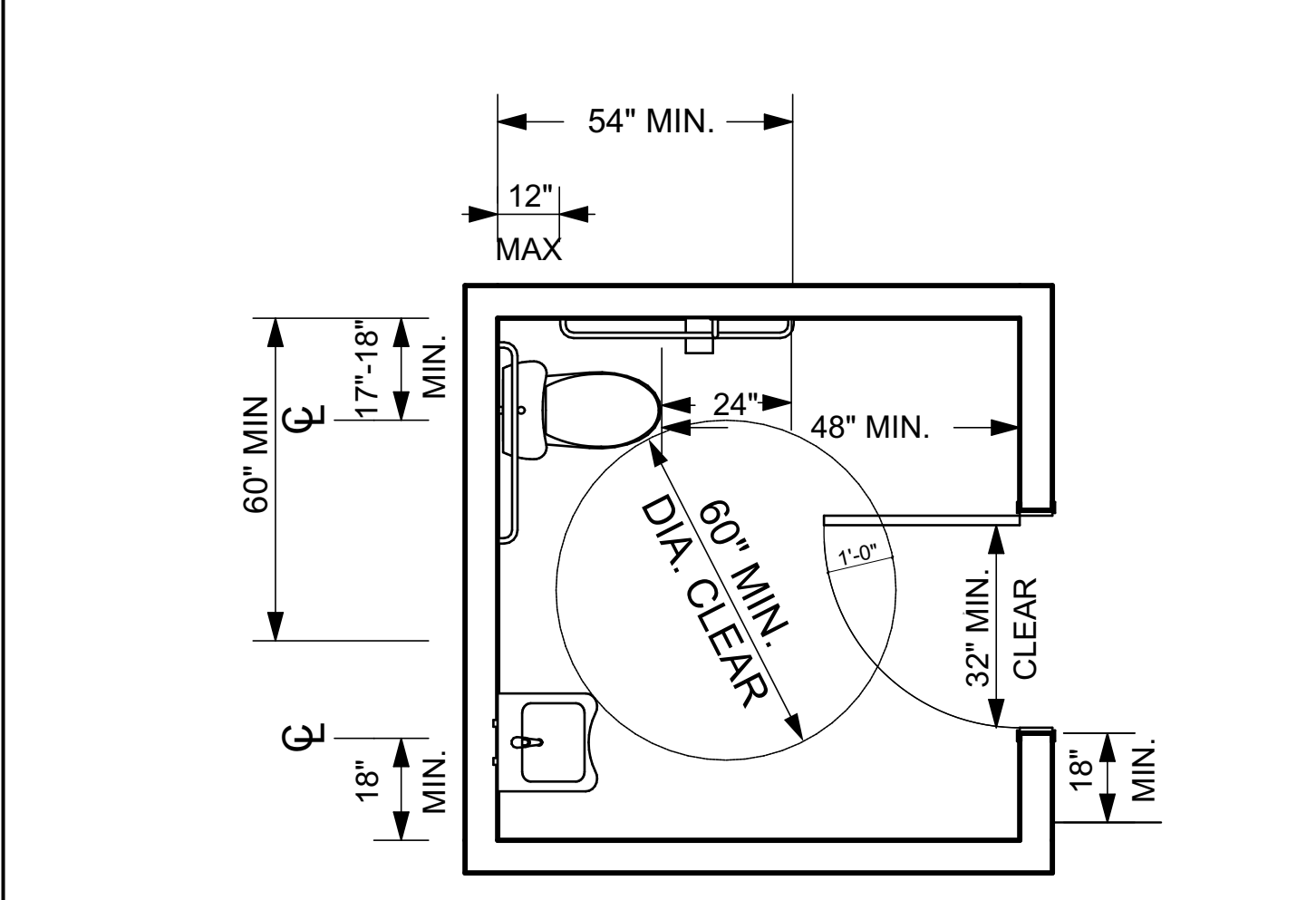
MARK	DATE	DESCRIPTION
------	------	-------------

SCALE:
PROJECT NO: 03282024
MODEL FILE: VMP Event Center. 04.11.24 V27.pln
DRAWN BY: Bob Sipovac
CHK'D BY: #Contact Full Name
COPYRIGHT Sipovac Construction Inc.

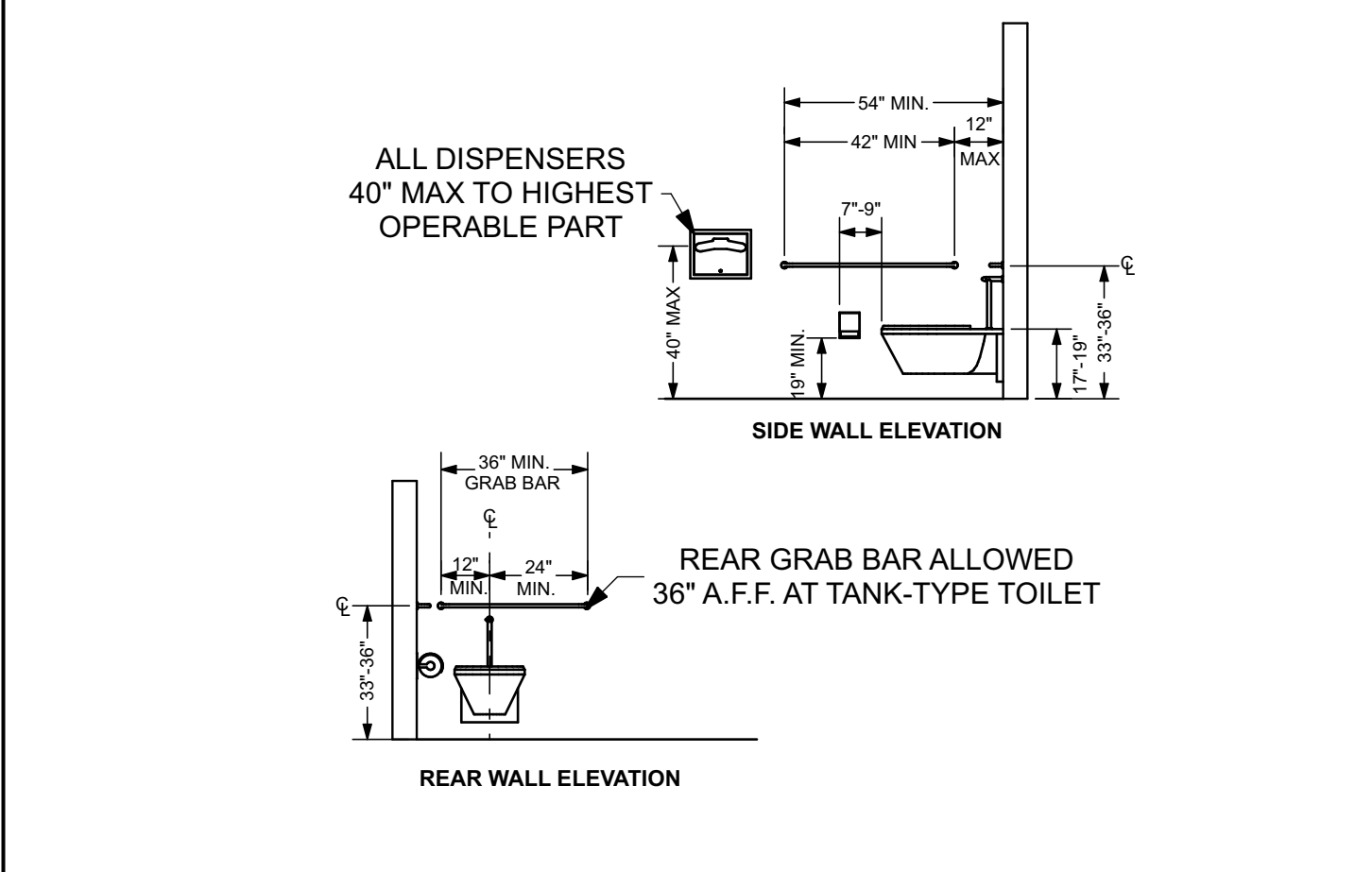
SHEET TITLE
Accessibility Details

Thursday, August 22, 2024

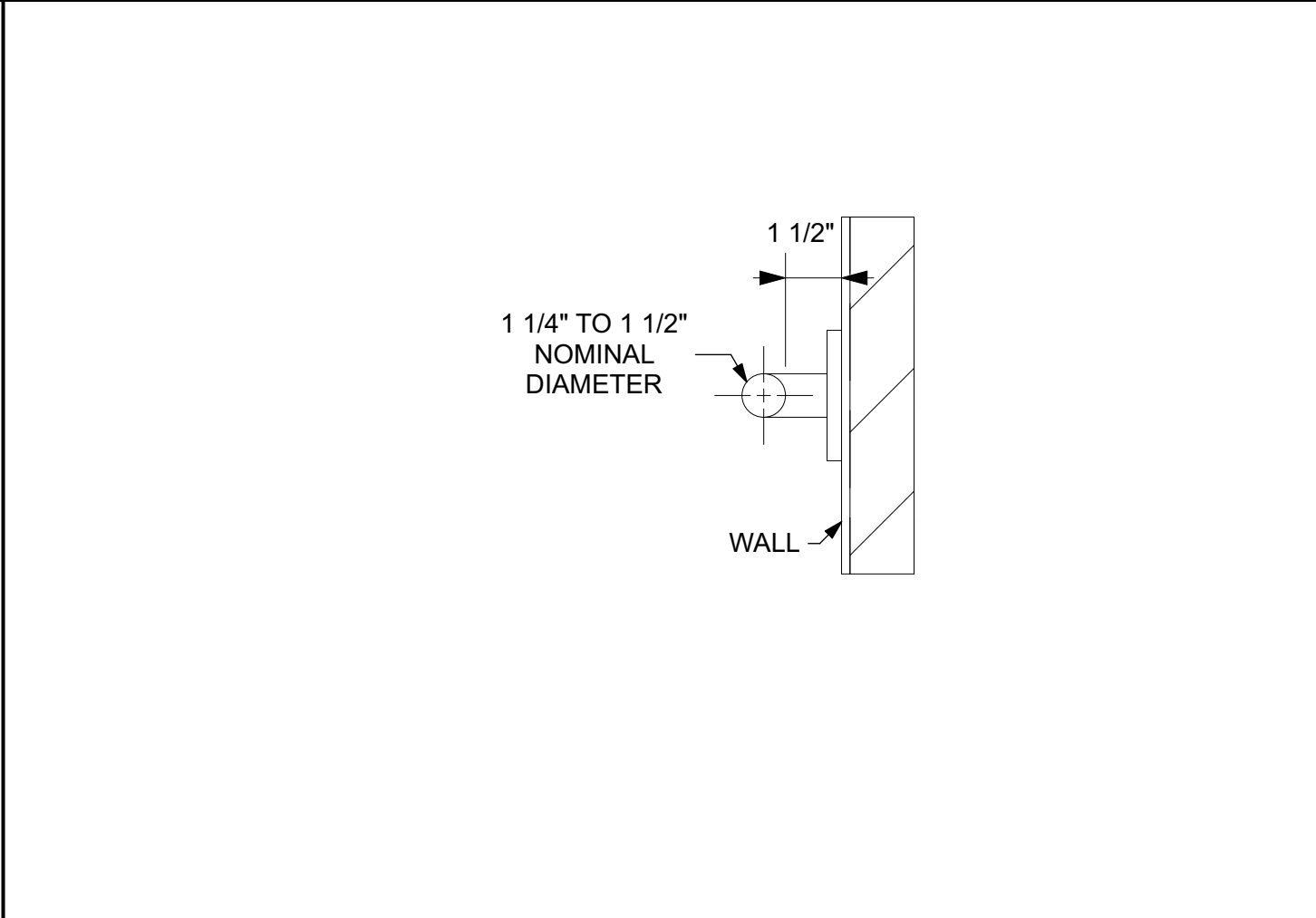
A-108



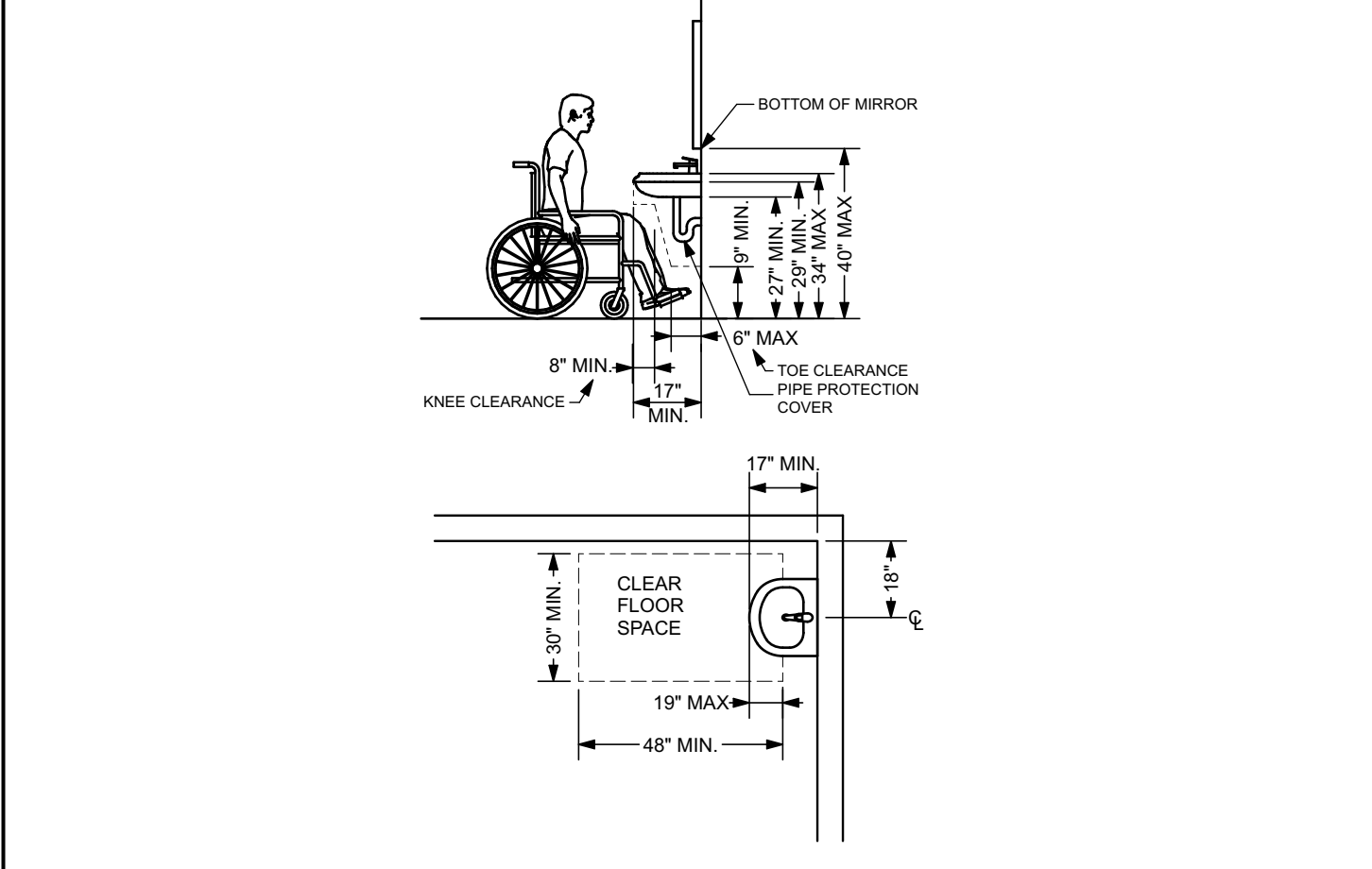
1 Single Accomodations Toilet 3/8" = 1'-0"



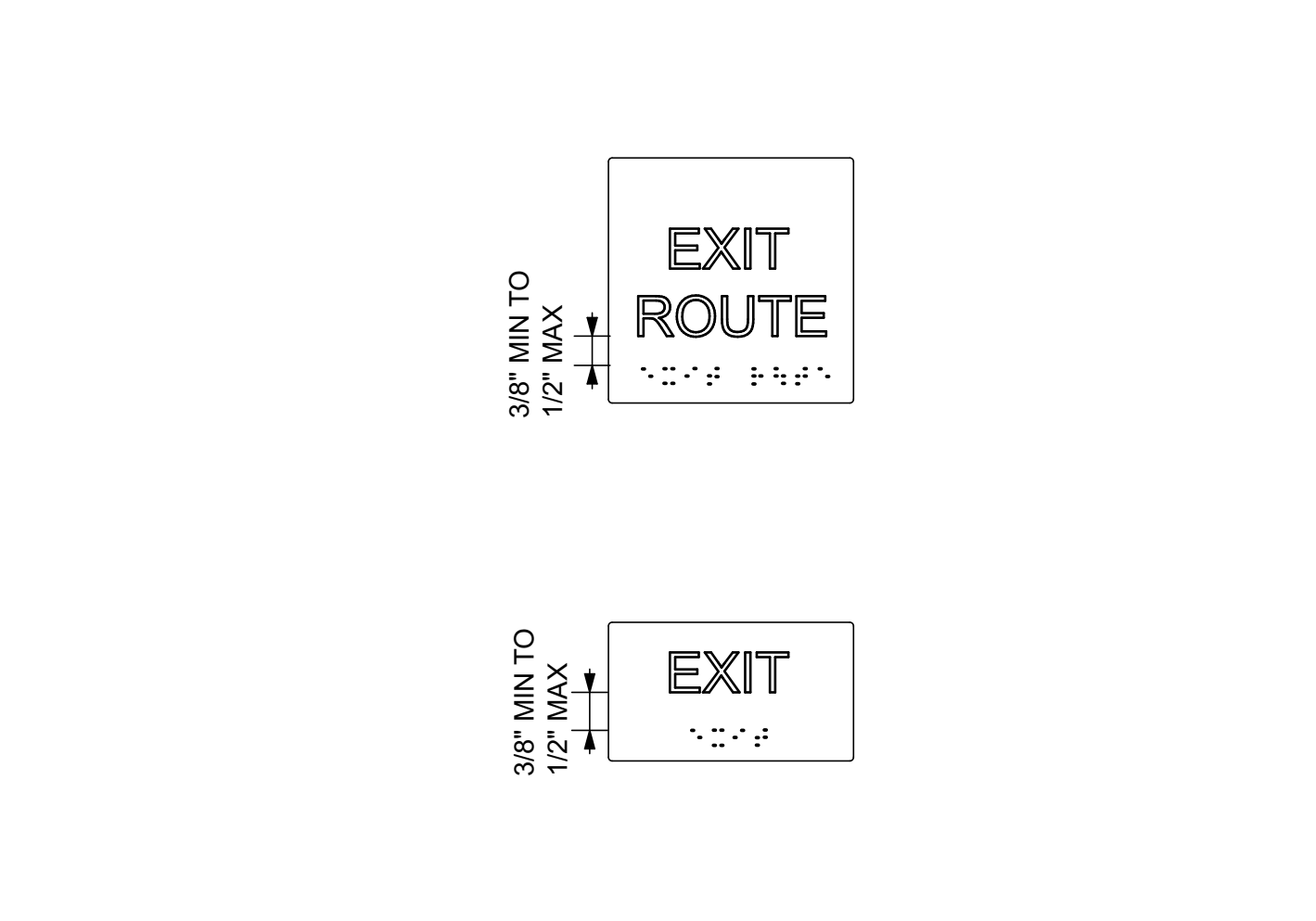
2 Single Accomodations Toilet Elevations 1/4" = 1'-0"



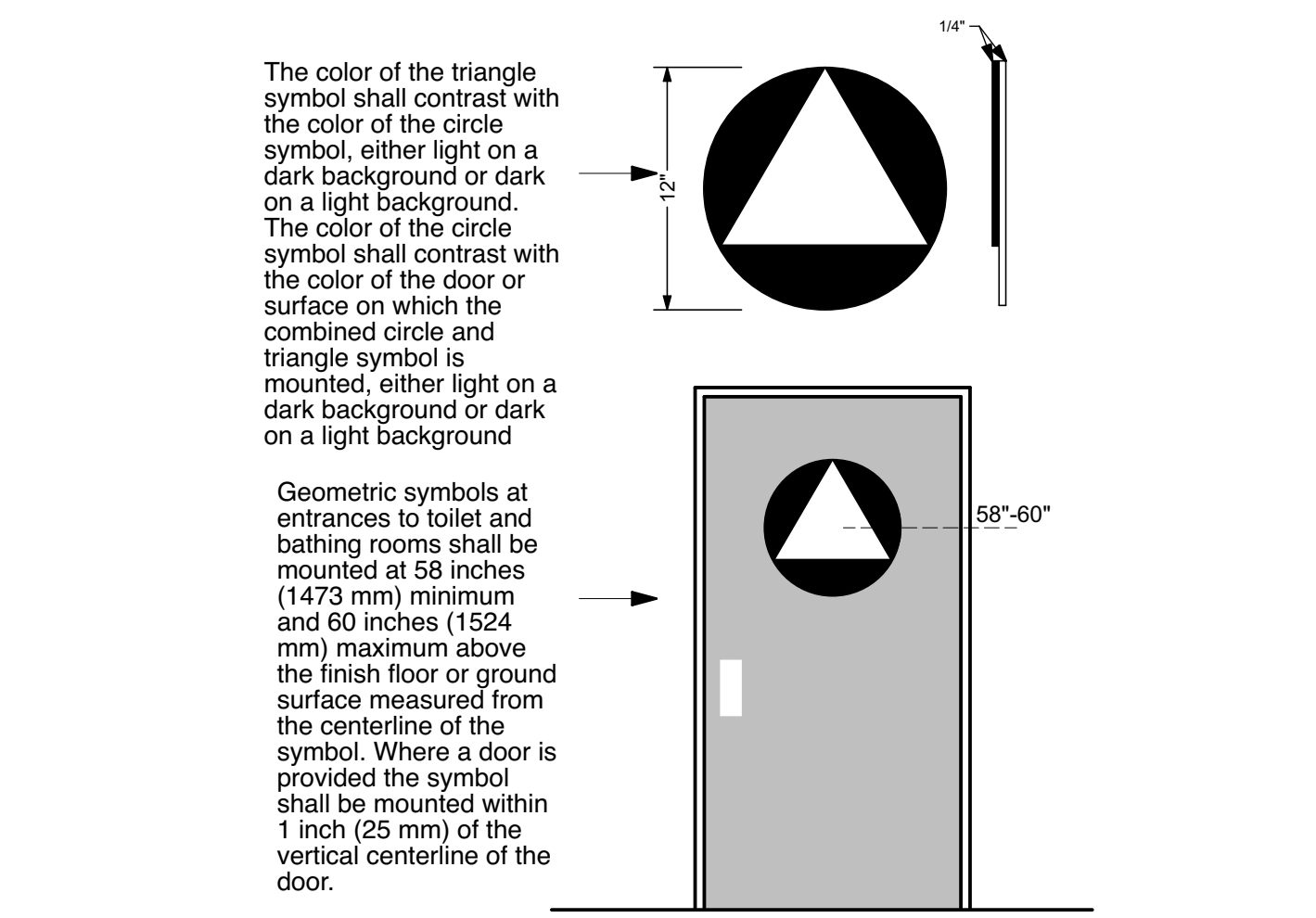
3 Grab Bar Section 1" = 1'-0"



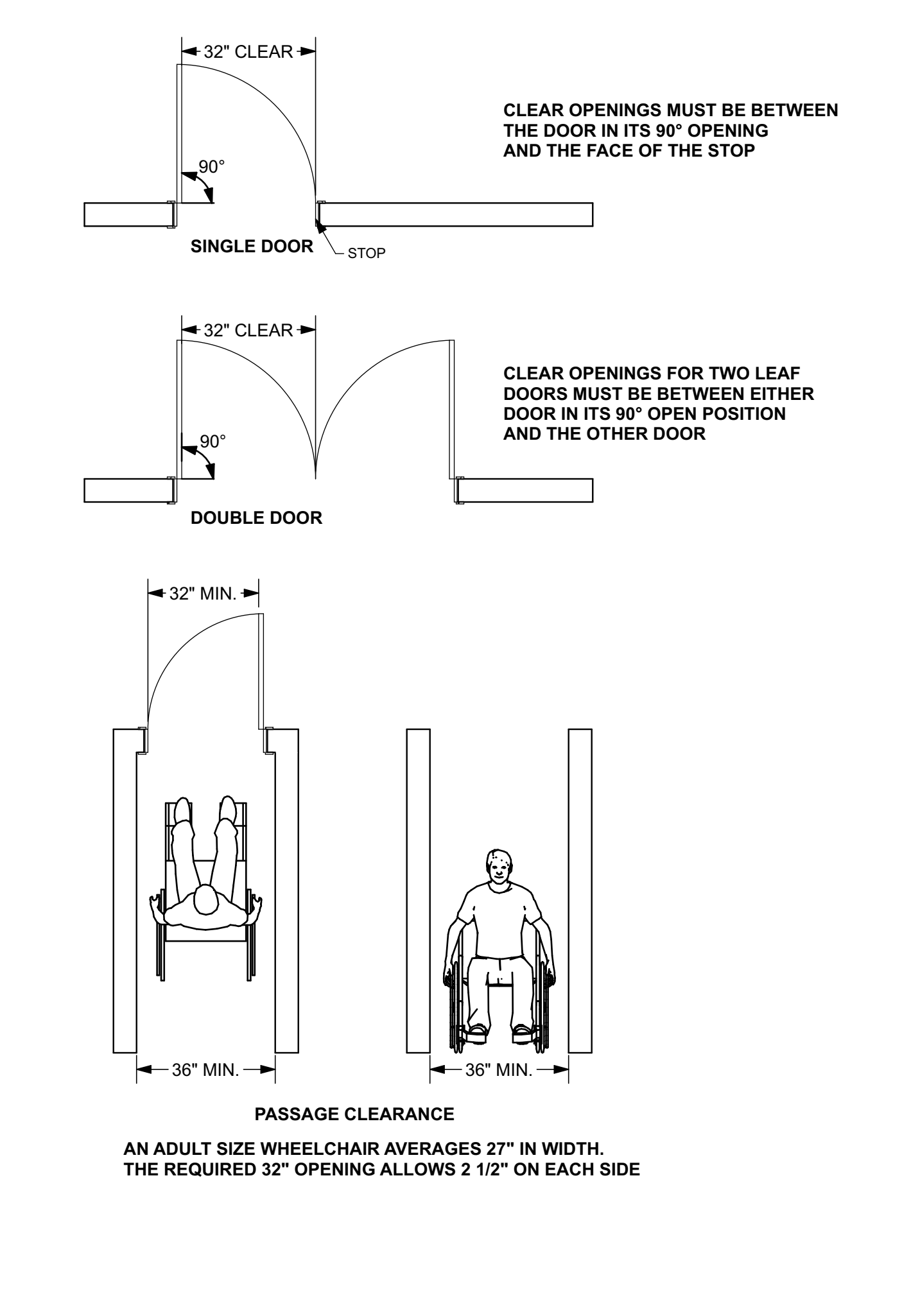
4 Lavatory Clearances Detail 3/16" = 1'-0"



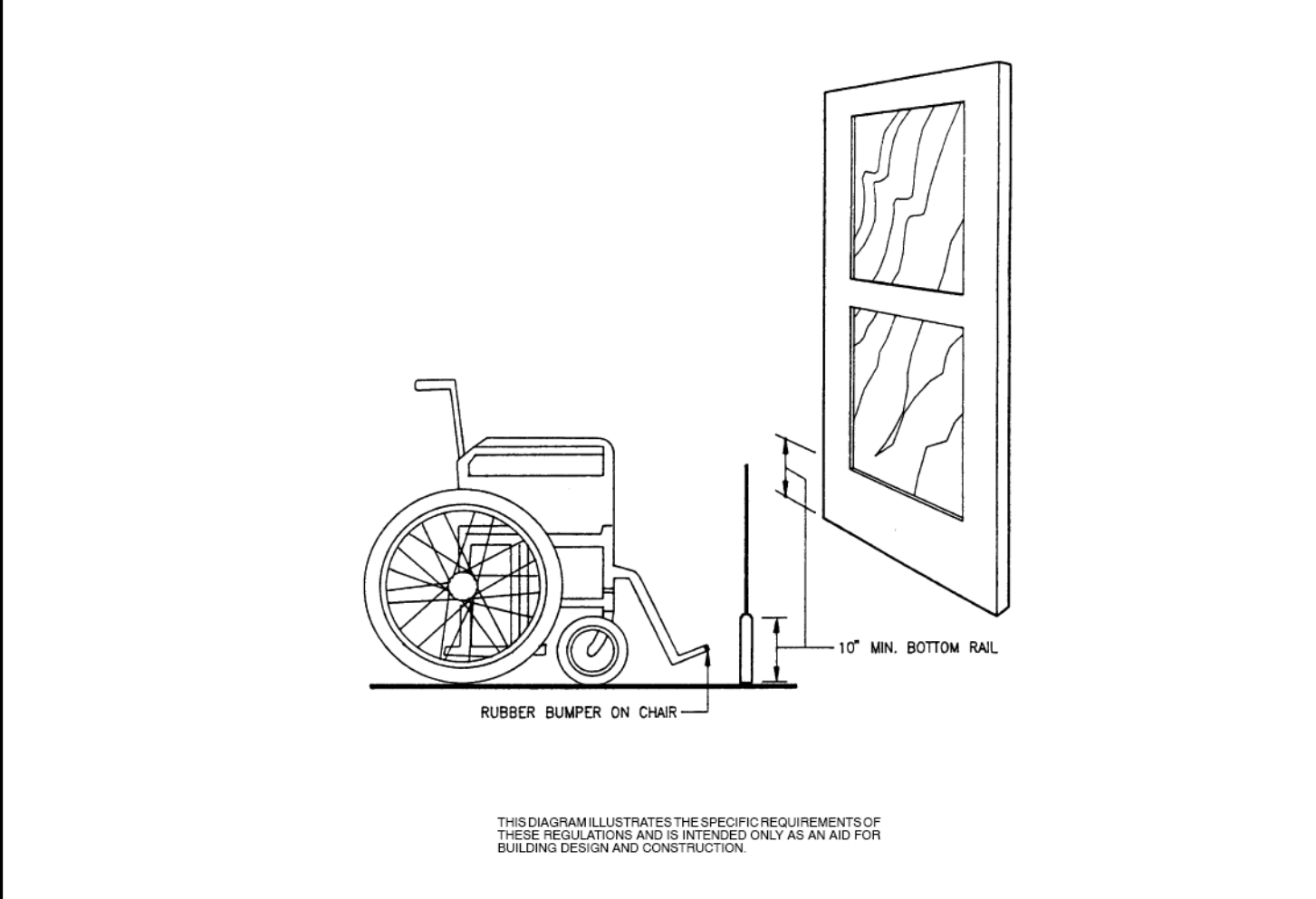
5 Tactile Exit Sign 1/4" = 1'-0"



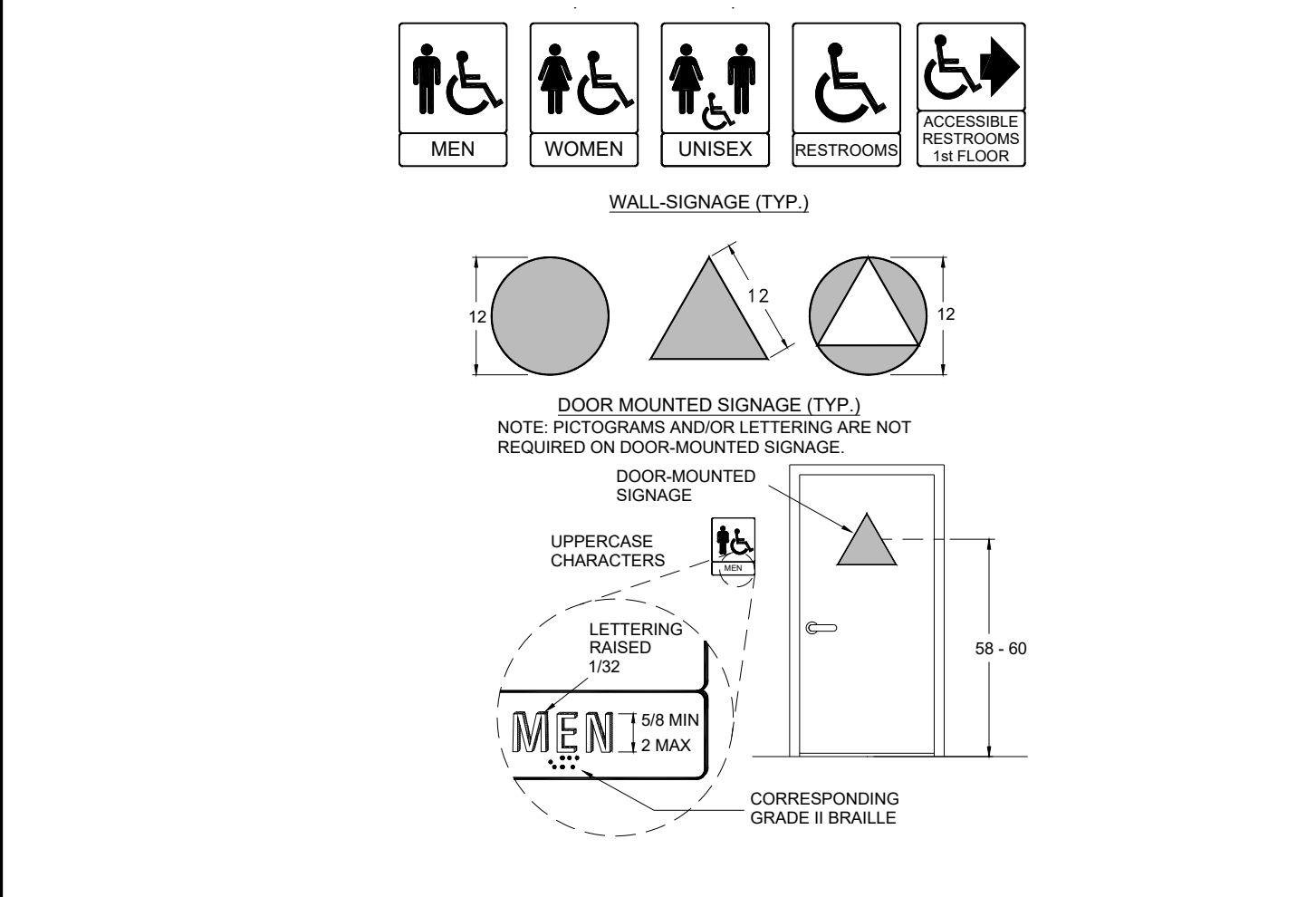
6 Unisex Restroom Signage Detail 3/16" = 1'-0"



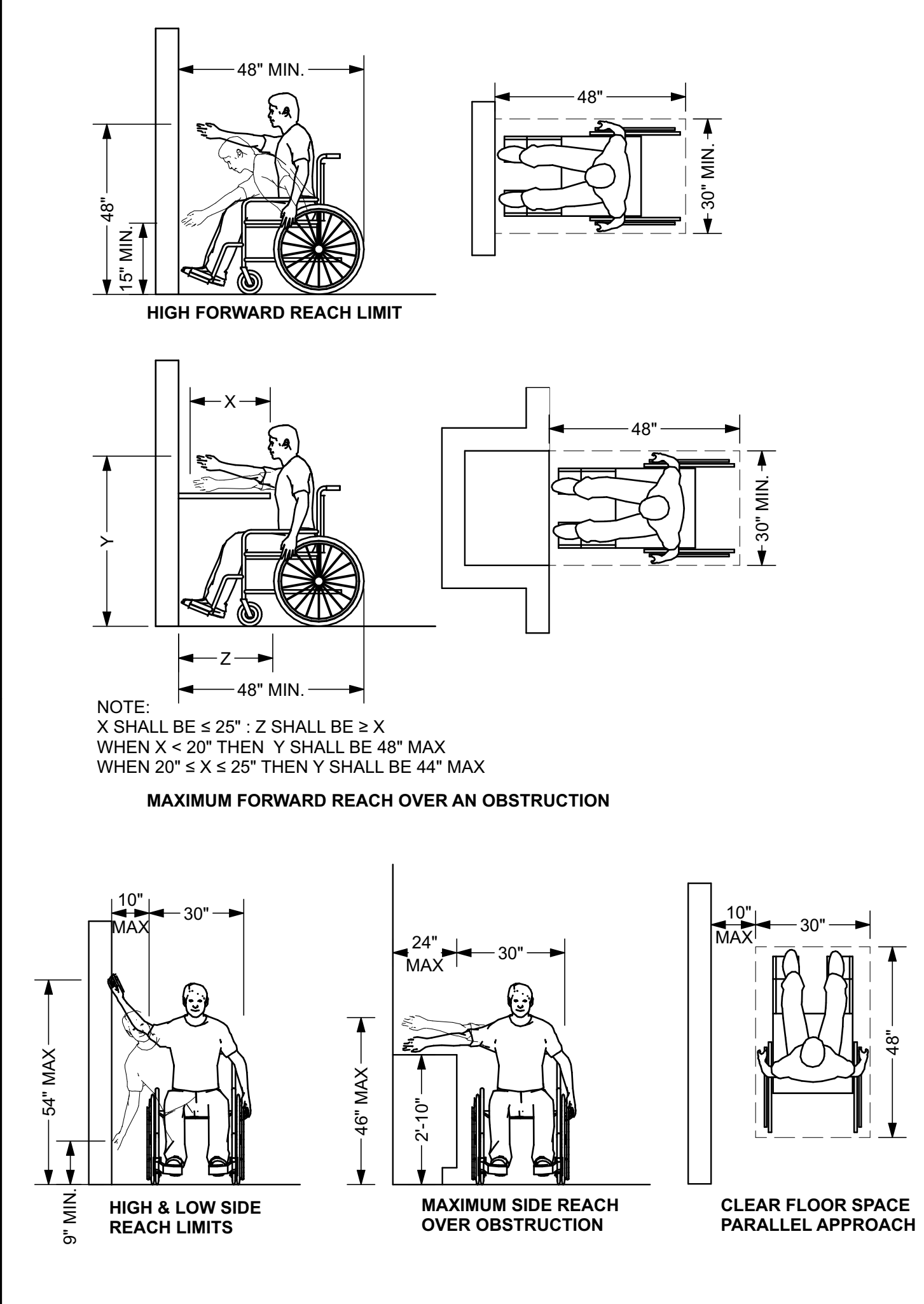
8 Door Page 305 h 3/8" = 1'-0"



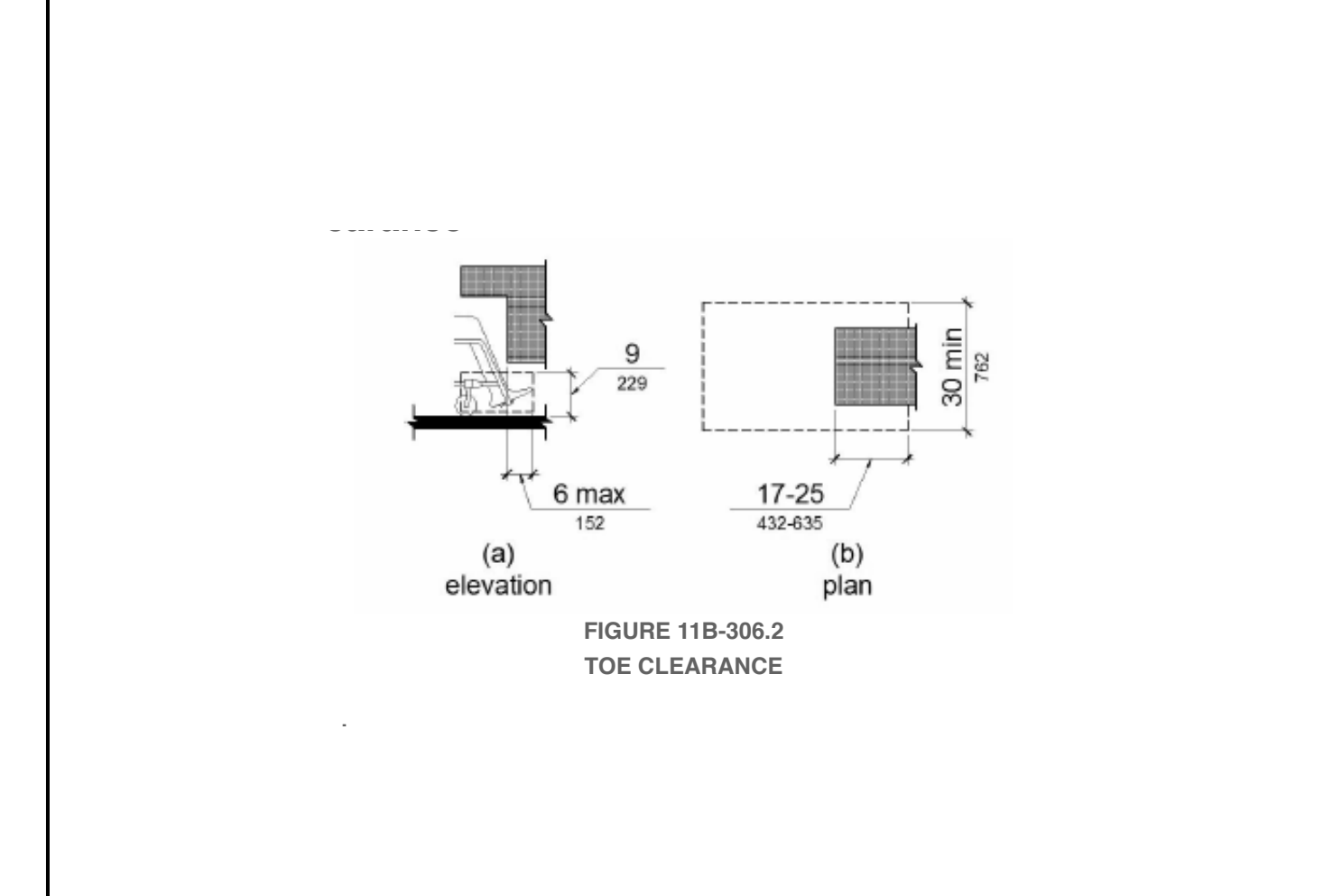
9 DOOR STRIKE PLATE 1/4" = 1'-0"



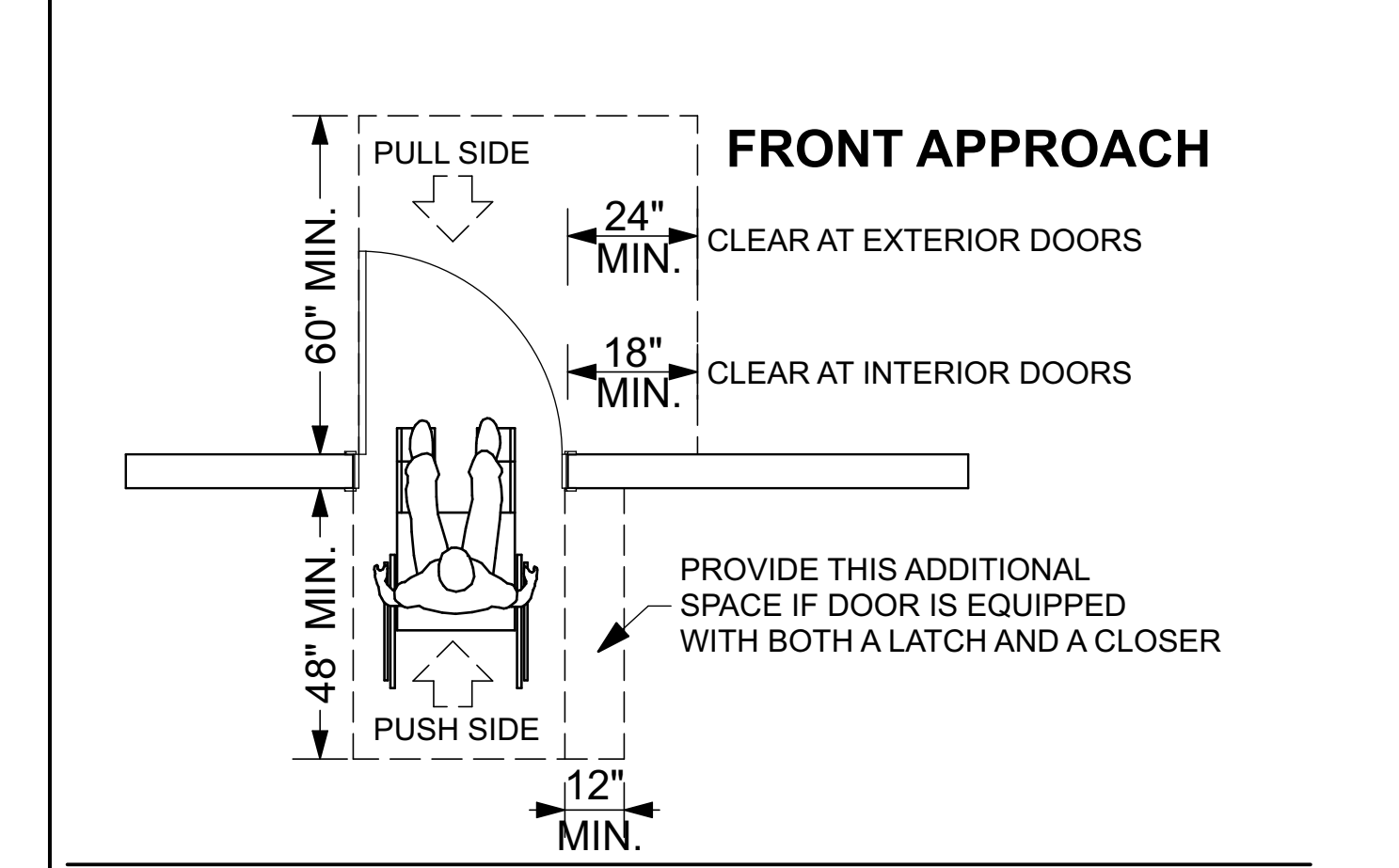
10 Unisex Restroom Signage Detail 1:1.25



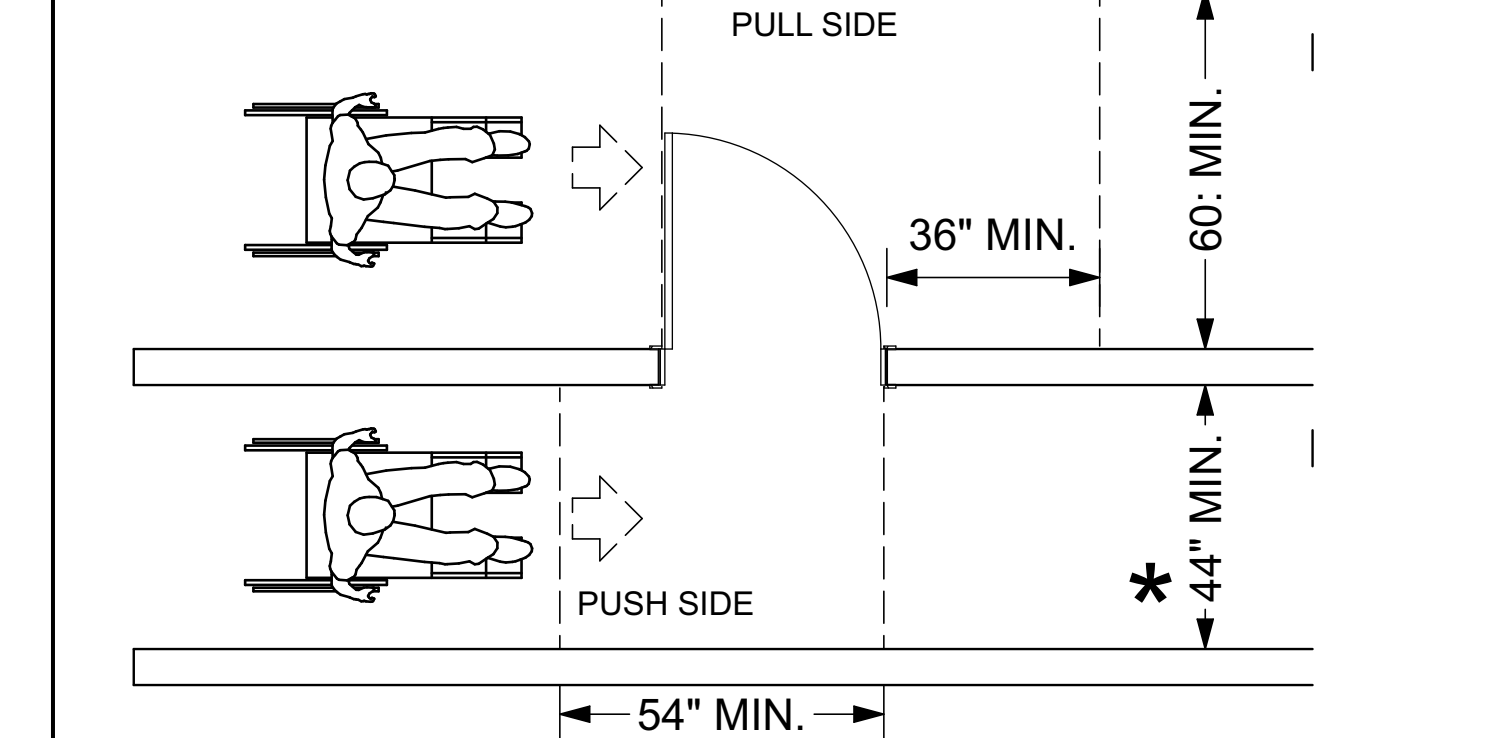
12 Forward & Side Reach Details 3/8" = 1'-0"



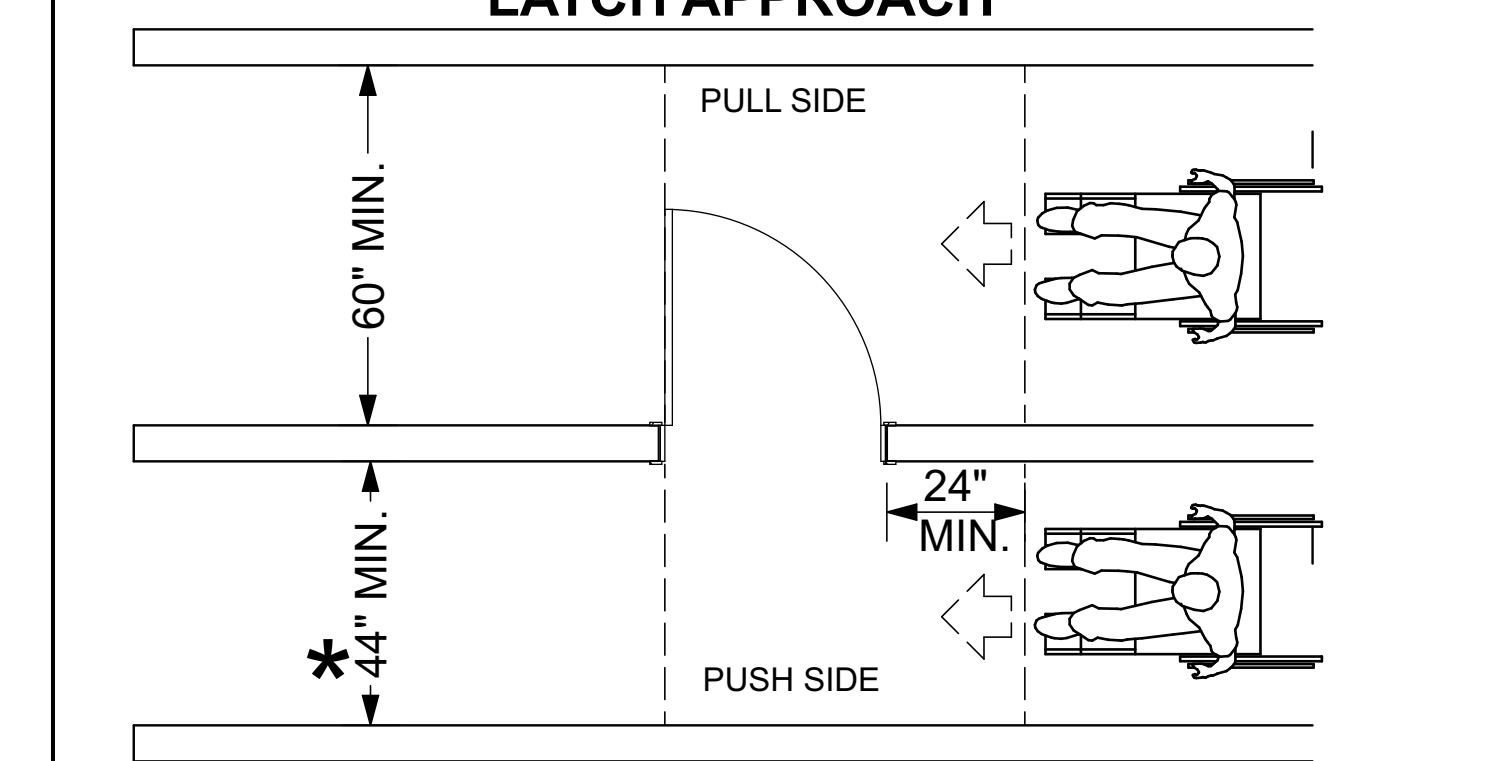
13 Toe Clearance Detail 1/4" = 1'-0"



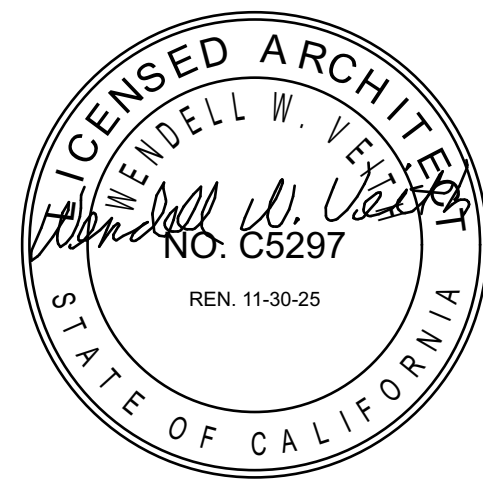
HINGE APPROACH



LATCH APPROACH



16 Maneuvering Clearances At Doors 3/8" = 1'-0"



WENDELL W. VEITH, ARCHITECT #C5297
 80-300 ULLSWATER DR., INDIO, CA. 92203
 TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS:

DESIGN ARCHITECT:

Wendell W. Veith
 80-300 Ullswater Dr.
 Indio ca. 92203
 760-953-4556

MECHANICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

CIVIL:

GENERAL CONTRACTOR:

Parra Construction

OWNER:

Daniel Grabich
 175 E Main St.
 Morgan Hill, 95037
 760-567-2347
 APN # 603-310-005
 LEGAL ADDRESS :
 POR SEC 32 TSS R8E

MARK	DATE	DESCRIPTION

SCALE:

PROJECT NO: 03282024
 MODEL FILE: VMP Event Center. 04.11.24 V27.pln
 DRAWN BY: Bob Sipovac
 CHK'D BY: #Contact Full Name
 COPYRIGHT
 Sipovac Construction Inc.

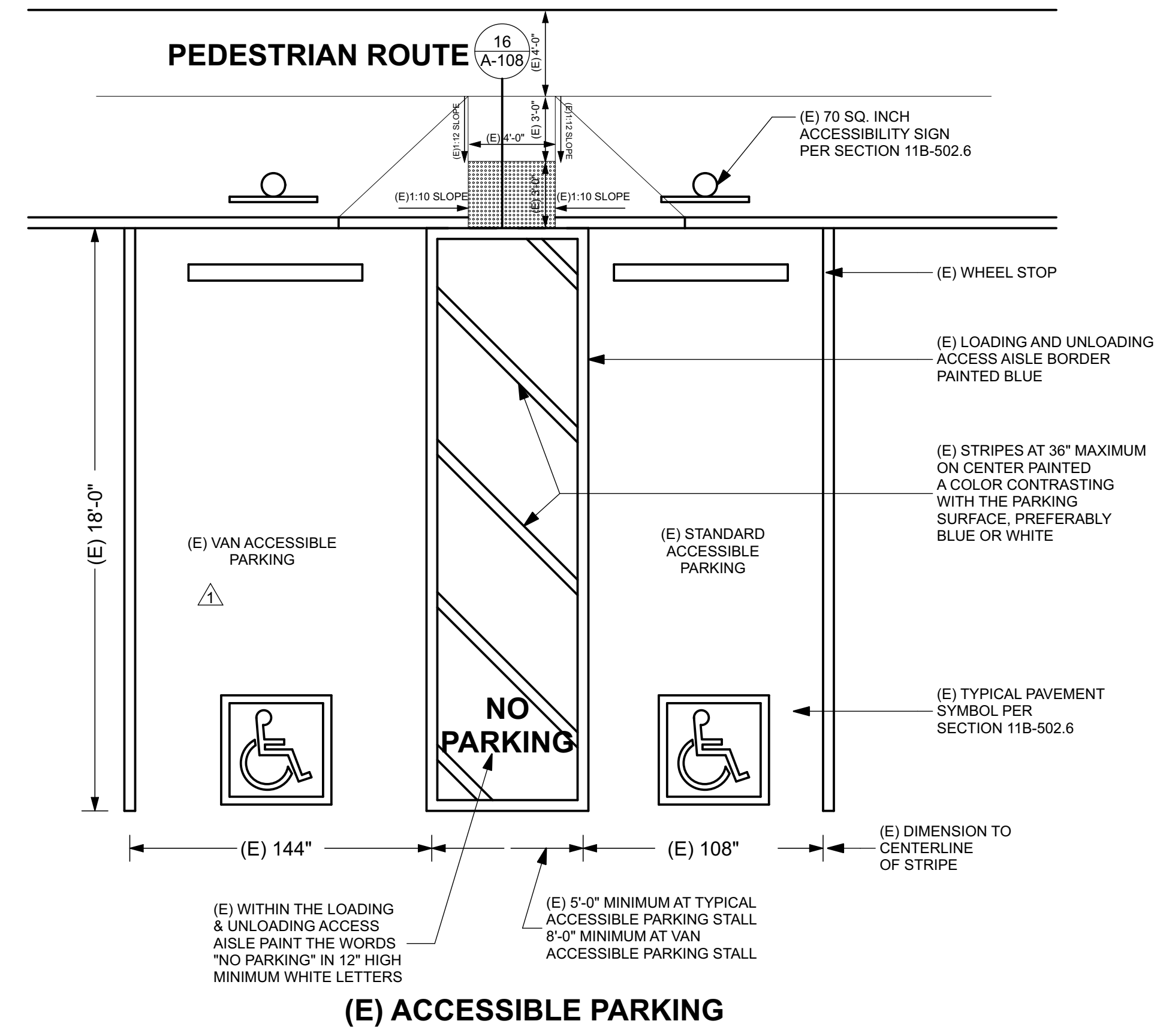
SHEET TITLE

Accessibility Details

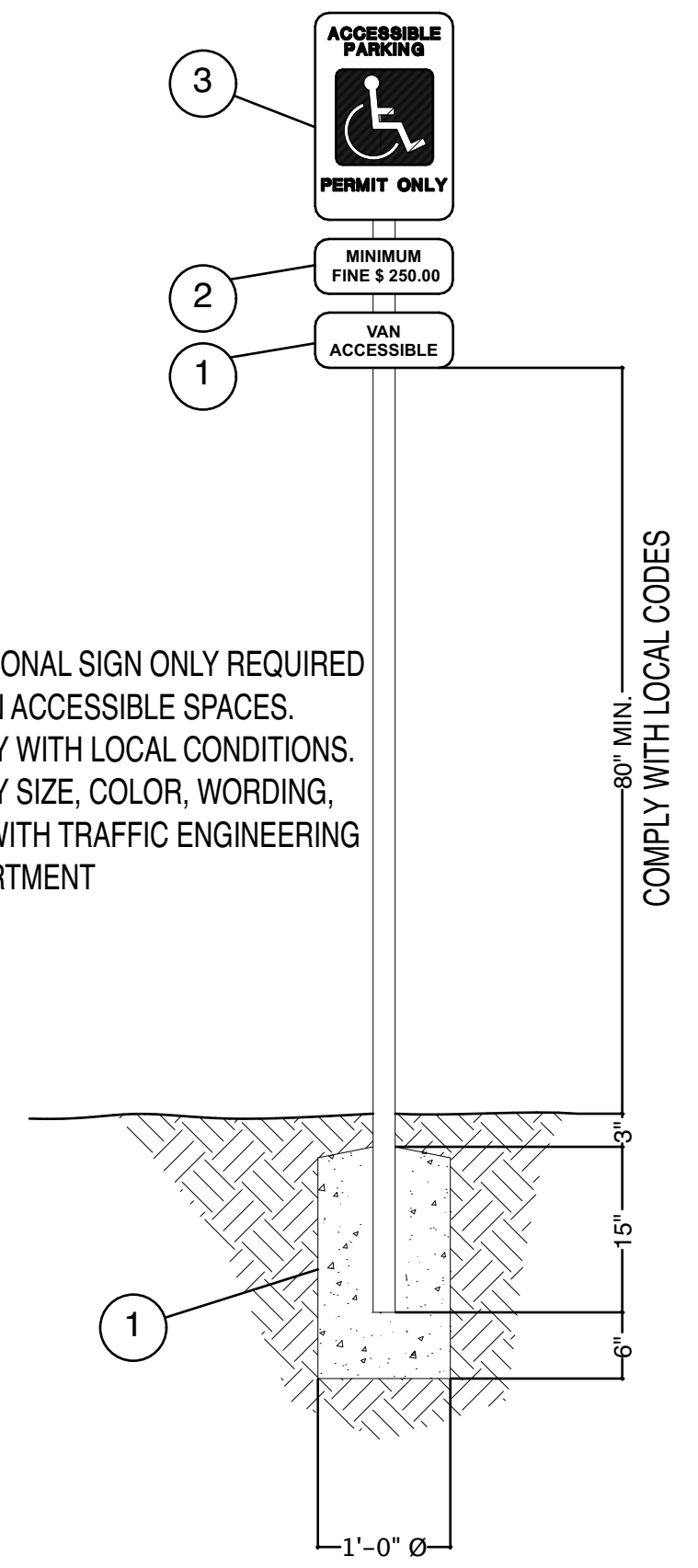
Thursday, August 22, 2024

A-109

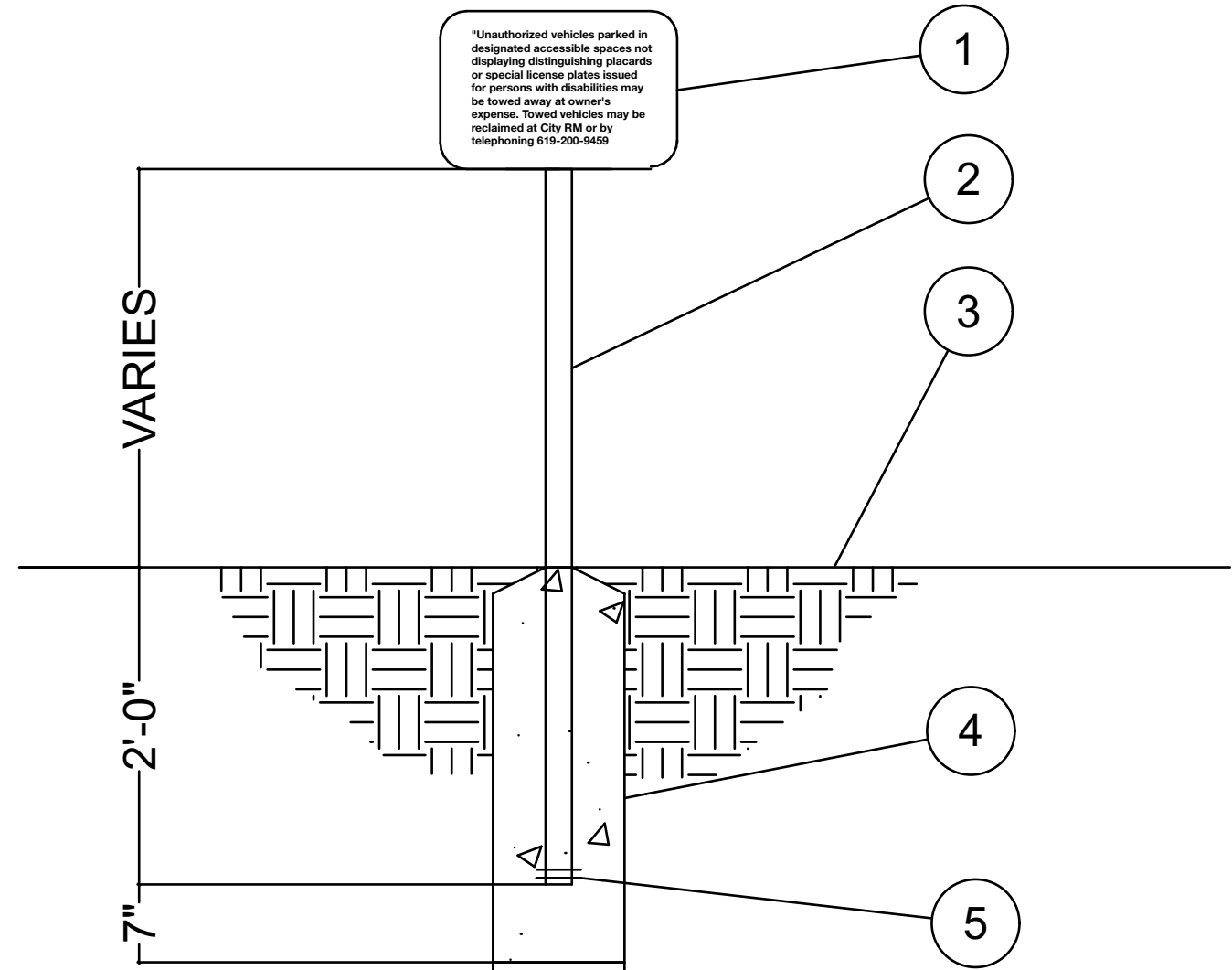
SHEET 15 OF 25



(E) ACCESSIBLE PARKING



1. ADDITIONAL SIGN ONLY REQUIRED AT VAN ACCESSIBLE SPACES.
2. VERIFY WITH LOCAL CONDITIONS.
3. VERIFY SIZE, COLOR, WORDING, ETC. WITH TRAFFIC ENGINEERING DEPARTMENT



1. SIGN. $\geq 17"$ x $22"$ with lettering not $\leq 1"$ in height
2. $1\text{-}1/2"$ SQ. X $1/8"$ TUBE STEEL POST.
3. FINISHED GRADE.
4. CONCRETE FOOTING.
5. BOLT.

14 Unauthorized Vehicles

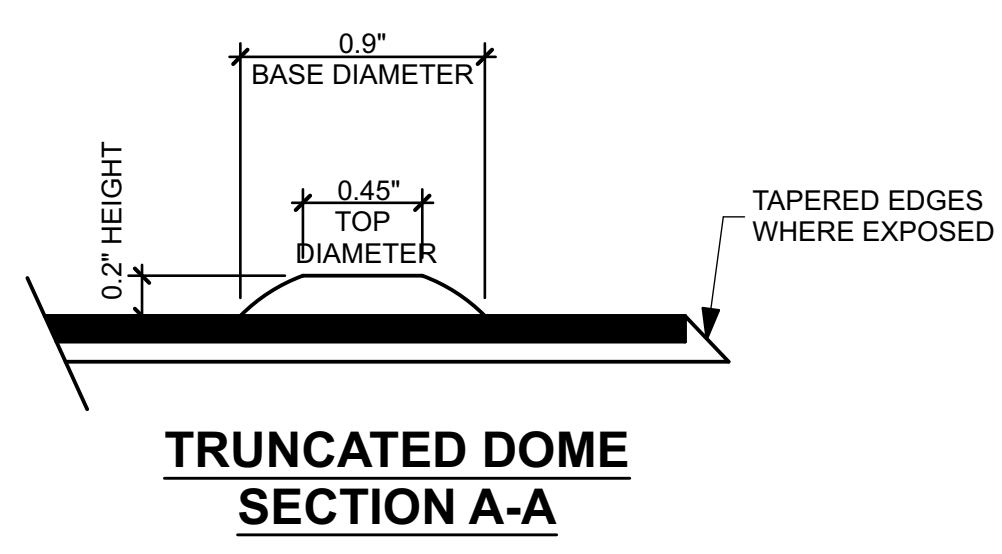
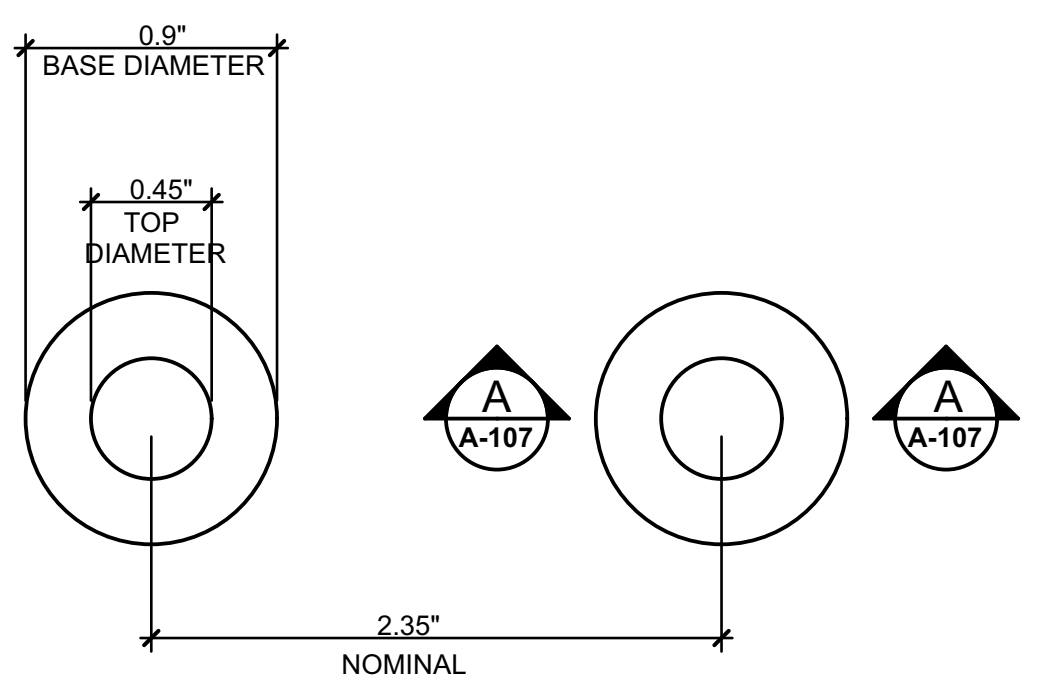
1/16" = 1'-0"

10 Accessible Parking Sign

1/16" = 1'-0"

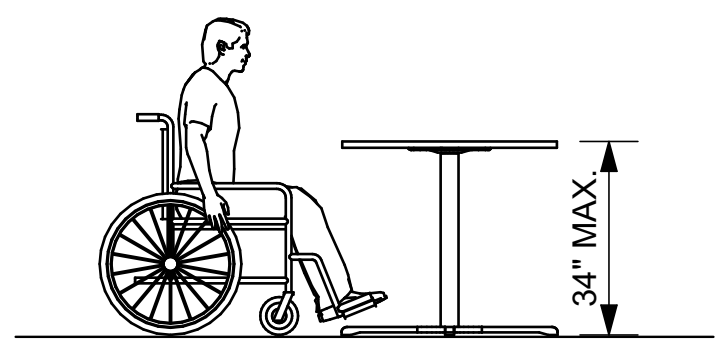
6 Accessible Parking

3/16" = 1'-0"



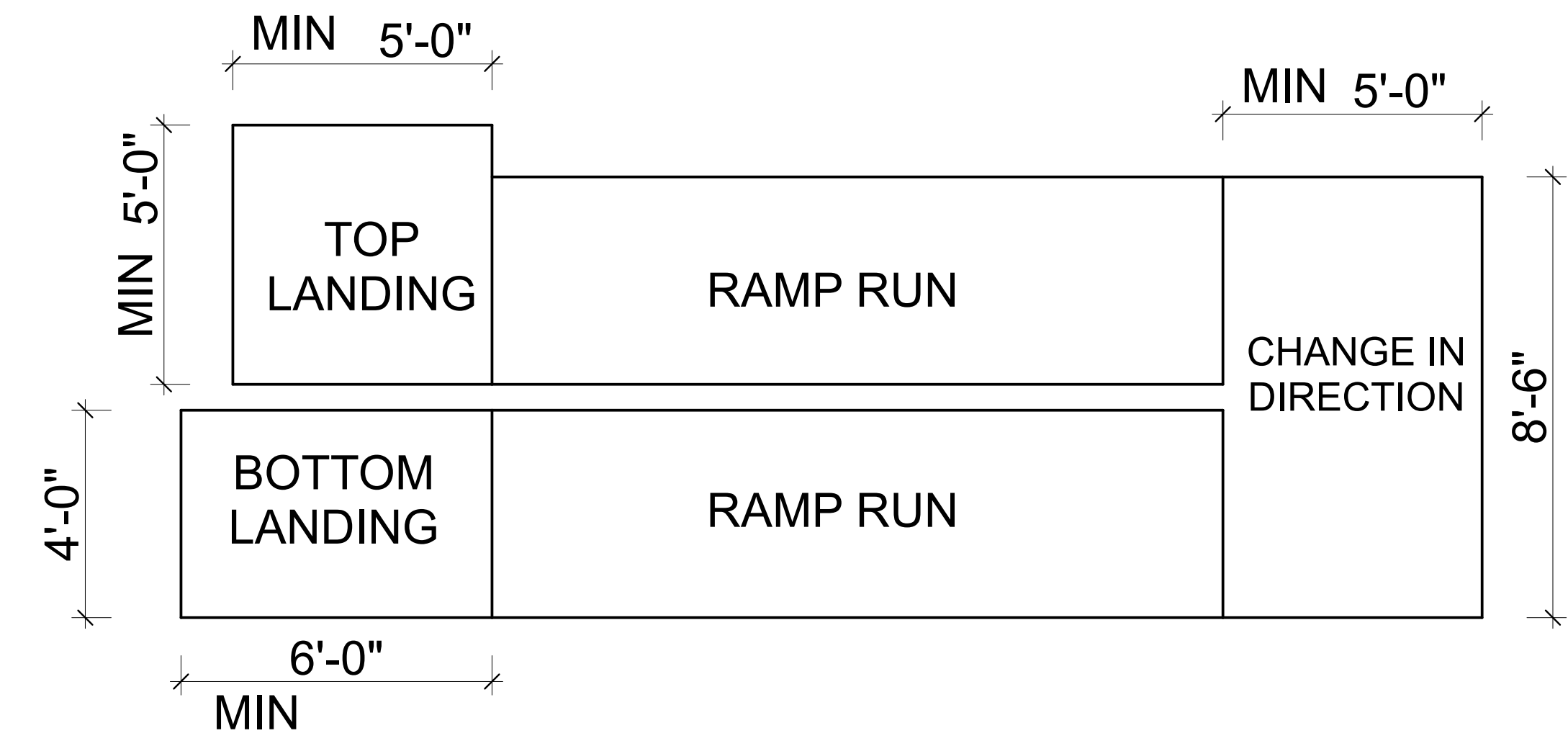
16 Truncated Domes

1" = 1'-0"



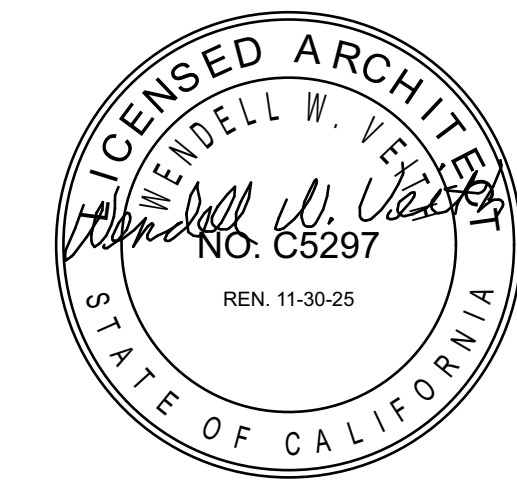
11 Accessible Counter & Tableware Detail

3/8" = 1'-0"



8 Accessible Ramp

3/8" = 1'-0"



WENDELL W. VEITH, ARCHITECT #C5297
 80-300 ULLSWATER DR., INDIO, CA. 92203
 TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
 80-300 Ullswater Dr.
 Indio ca. 92203
 760-953-4556

MECHANICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel Grabich
 175 E Main St.
 Morgan Hill, 95037
 760-567-2347
 APN # 603-310-005
LEGAL ADDRESS :
 POR SEC 32 T5S R8E

MARK	DATE	DESCRIPTION
------	------	-------------

SCALE:

PROJECT NO: 03282024

MODEL FILE: VMP Event Center. 04.11.24 V27.pln

DRAWN BY: Bob Sipovac

CHK'D BY: #Contact Full Name

COPYRIGHT

Sipovac Construction Inc.

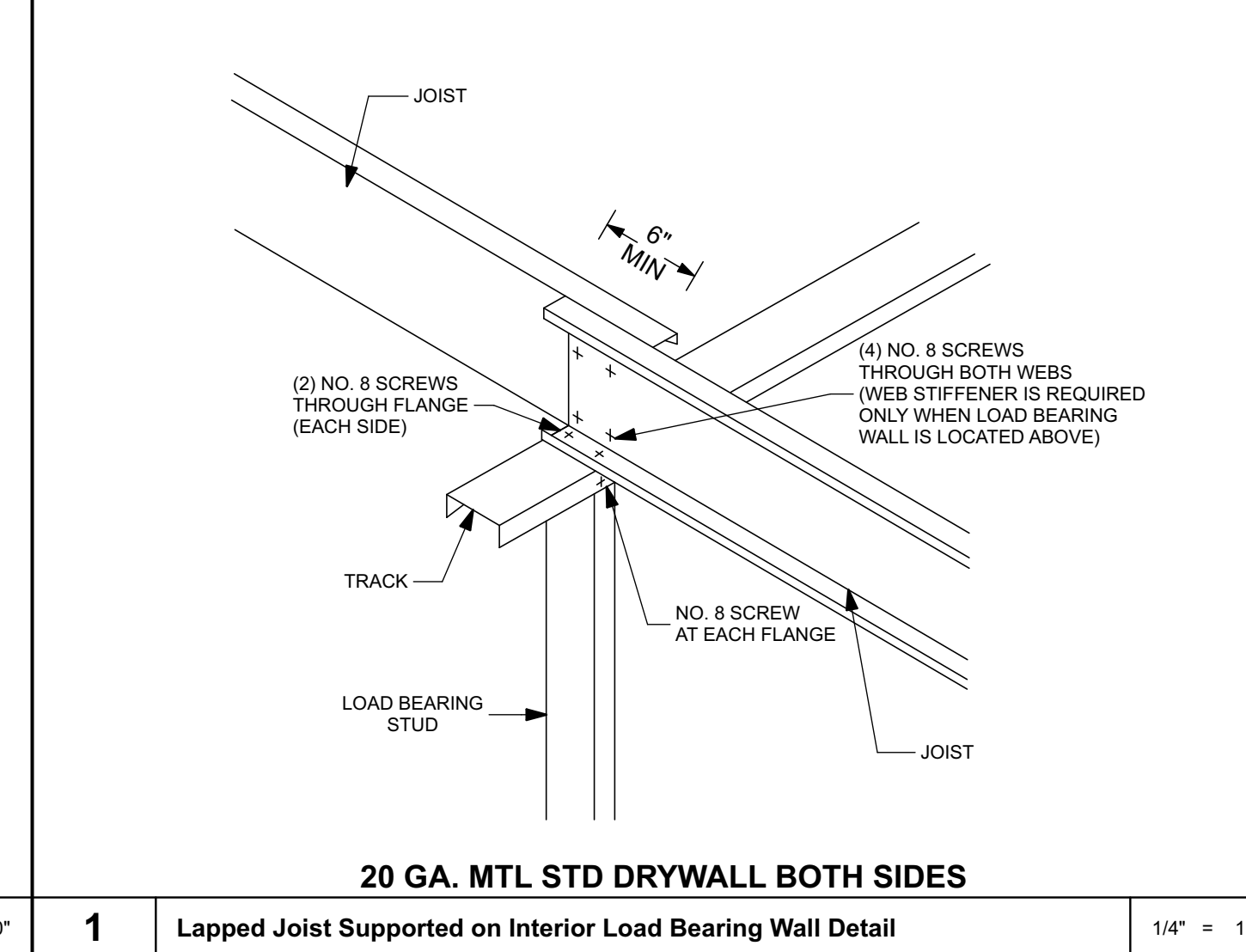
SHEET TITLE

Typ. Metal Stud Detail

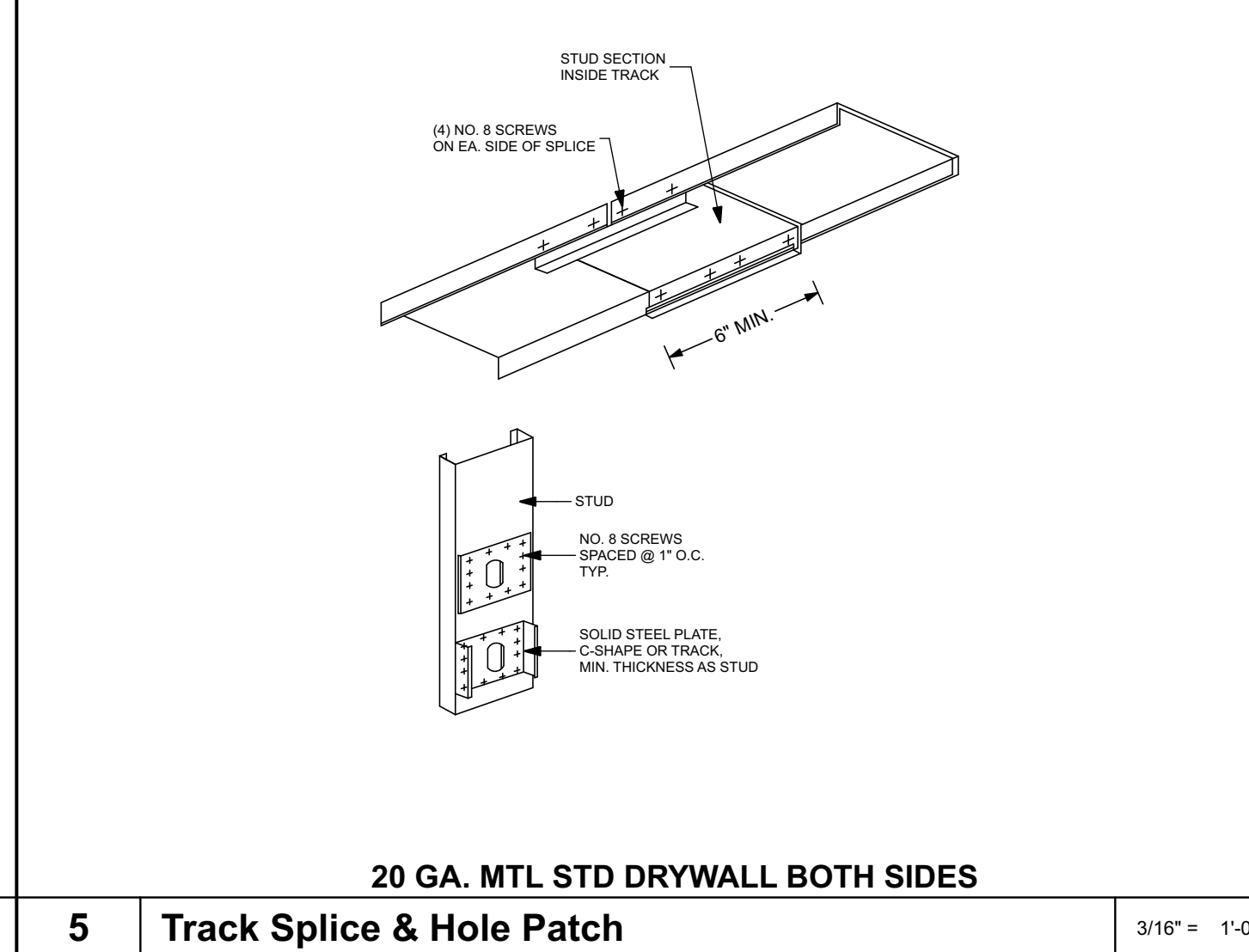
Thursday, August 22, 2024

A-110

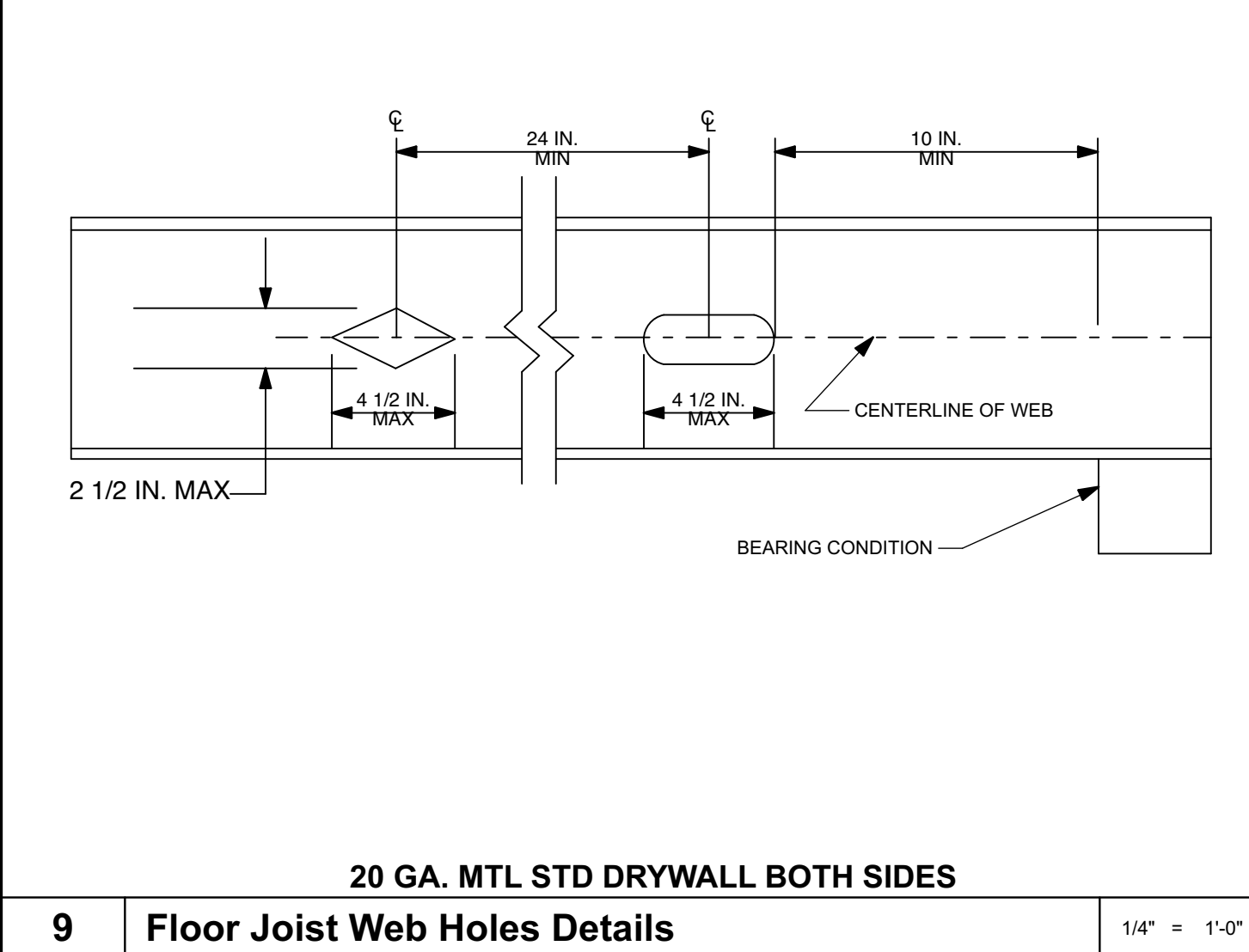
SHEET 16 OF 25



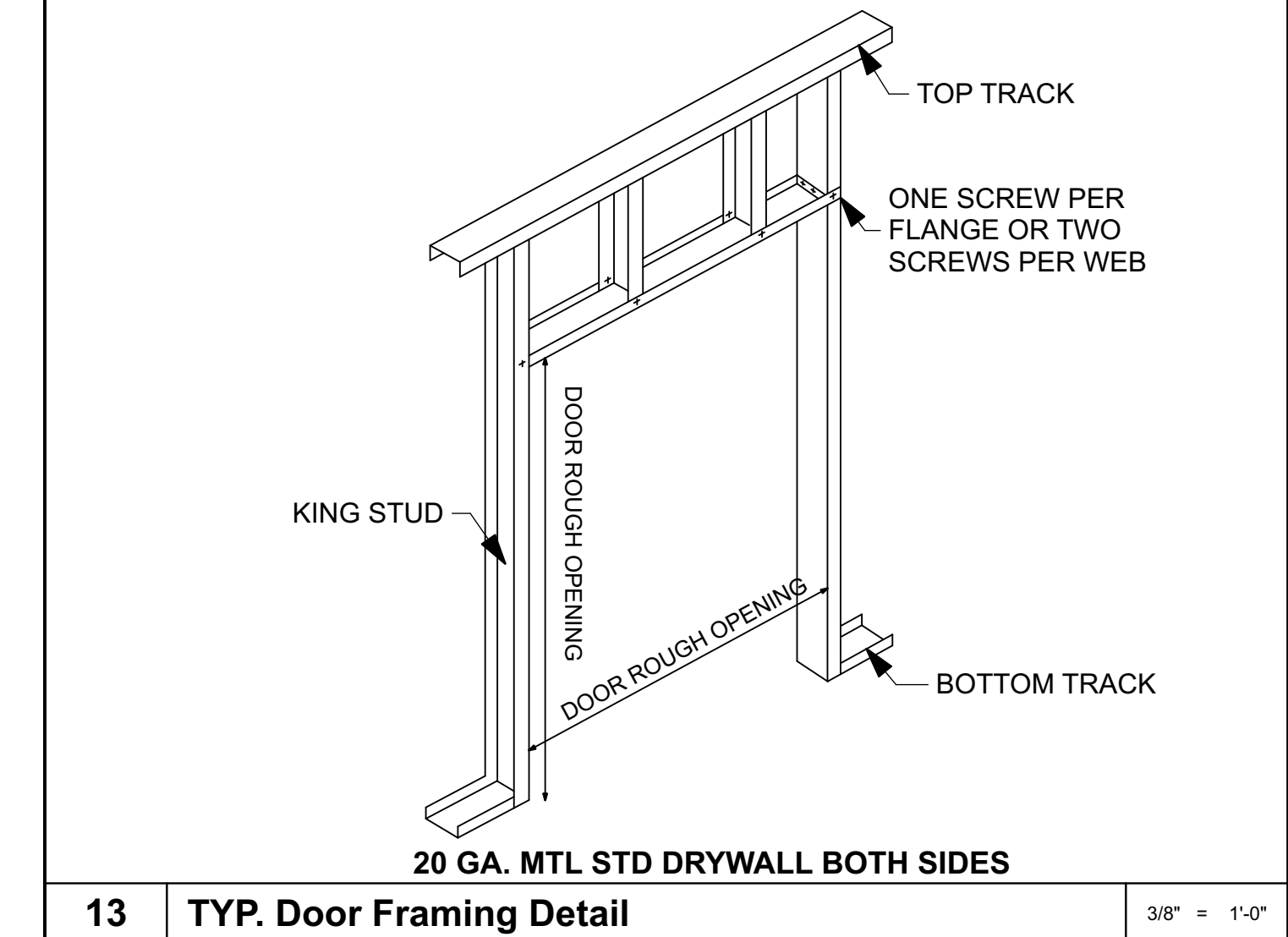
1 20 GA. MTL STD DRYWALL BOTH SIDES 1/4" = 1'-0"



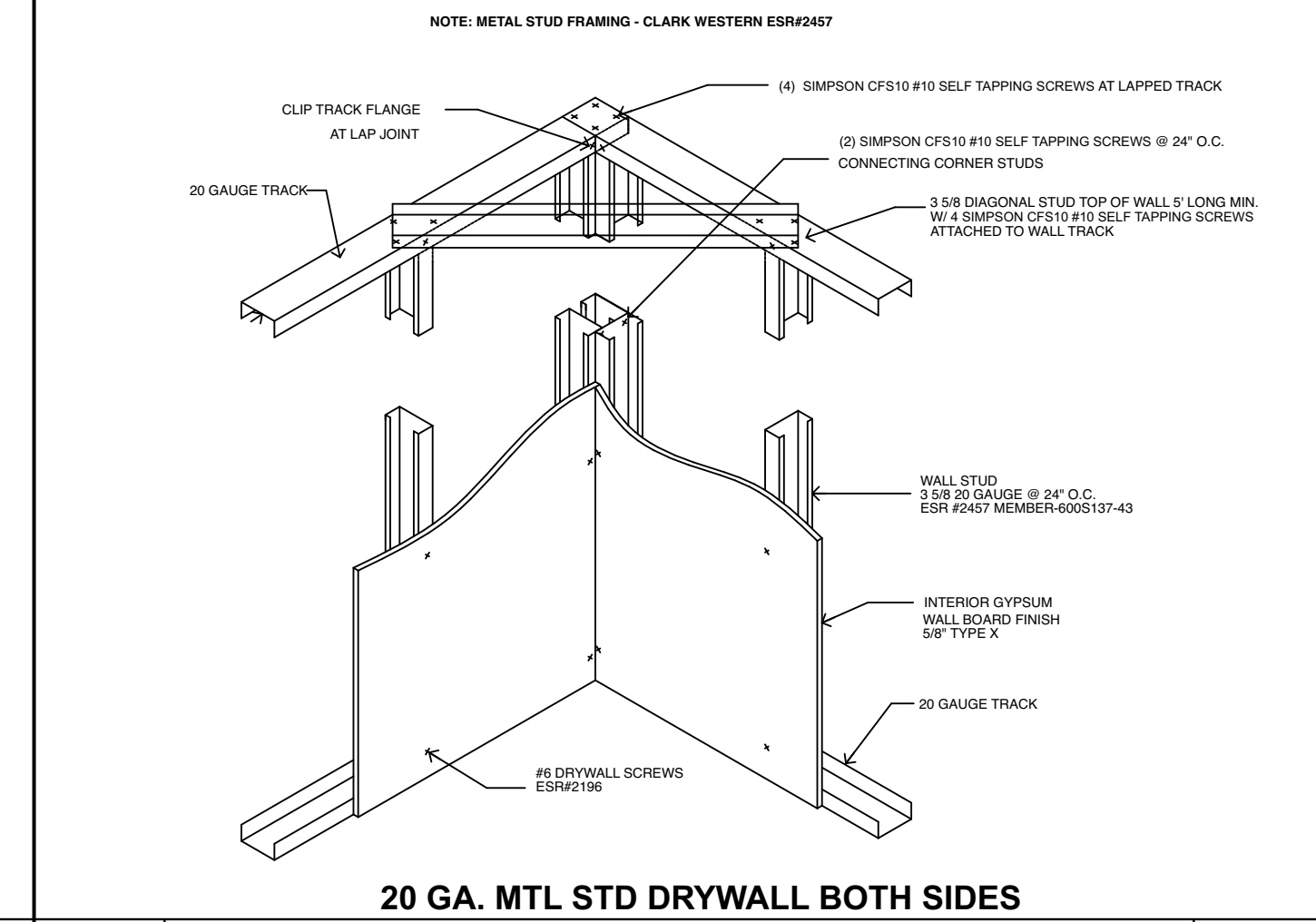
5 20 GA. MTL STD DRYWALL BOTH SIDES 3/16" = 1'-0"



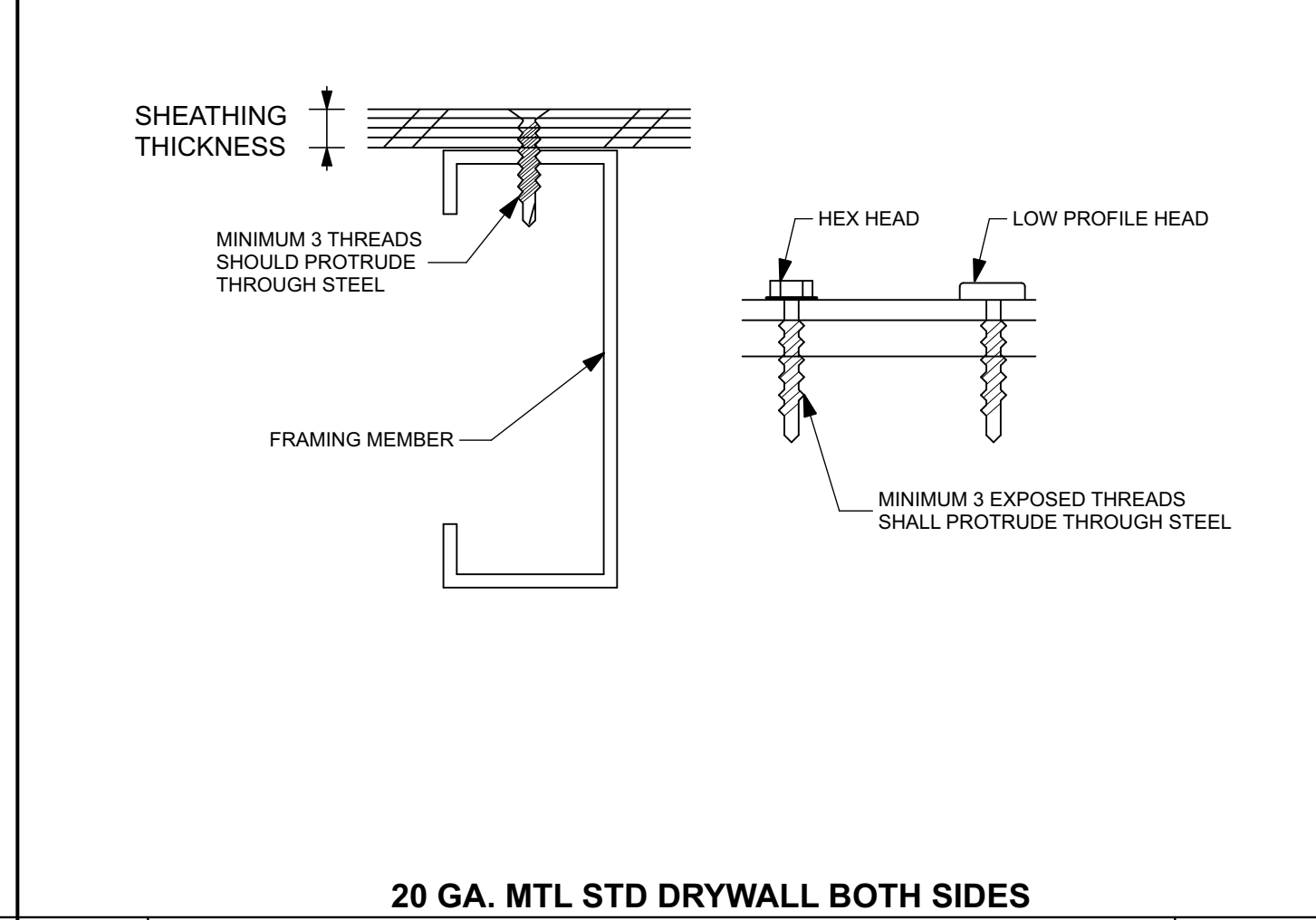
9 20 GA. MTL STD DRYWALL BOTH SIDES 1/4" = 1'-0"



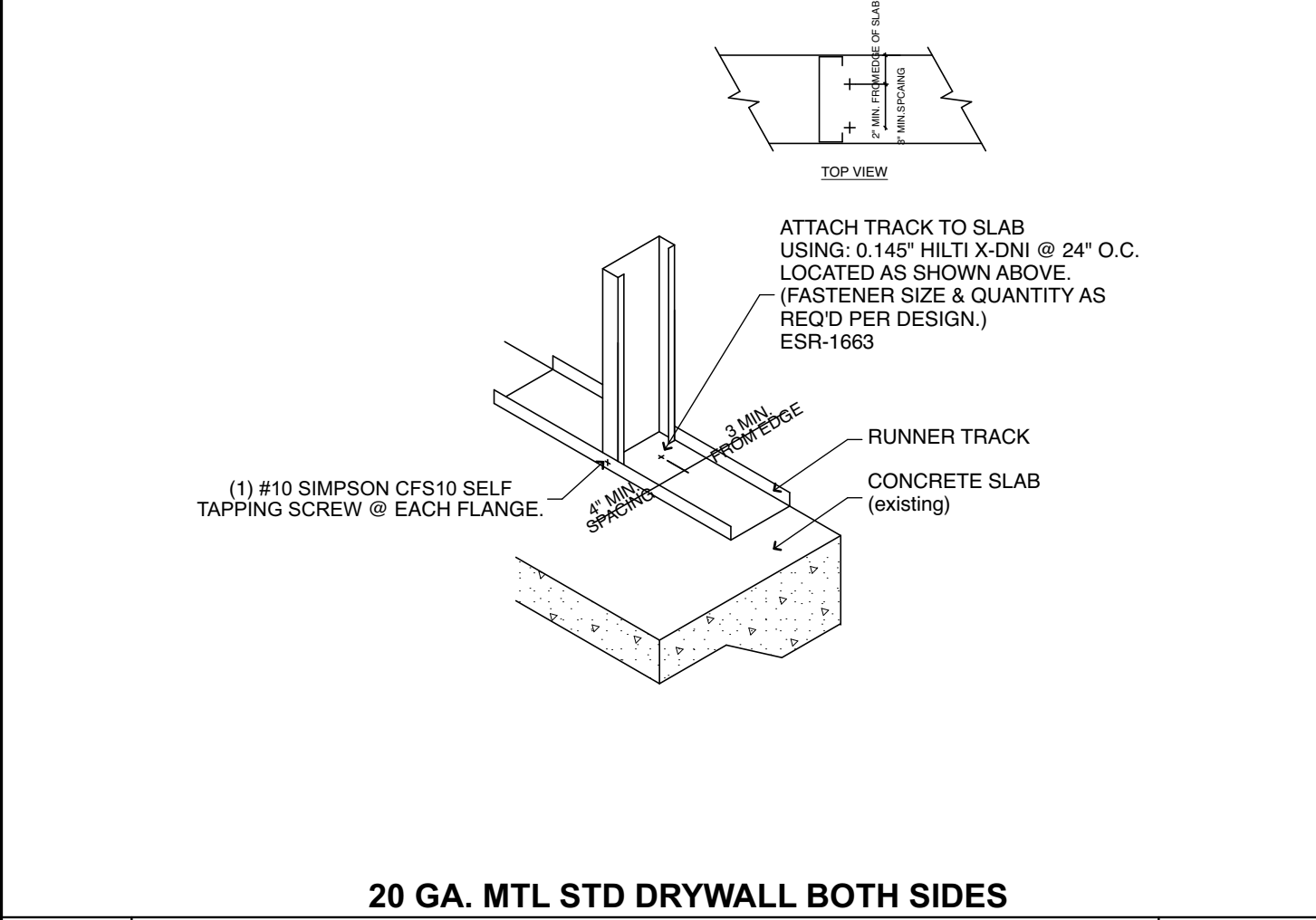
13 20 GA. MTL STD DRYWALL BOTH SIDES 3/8" = 1'-0"



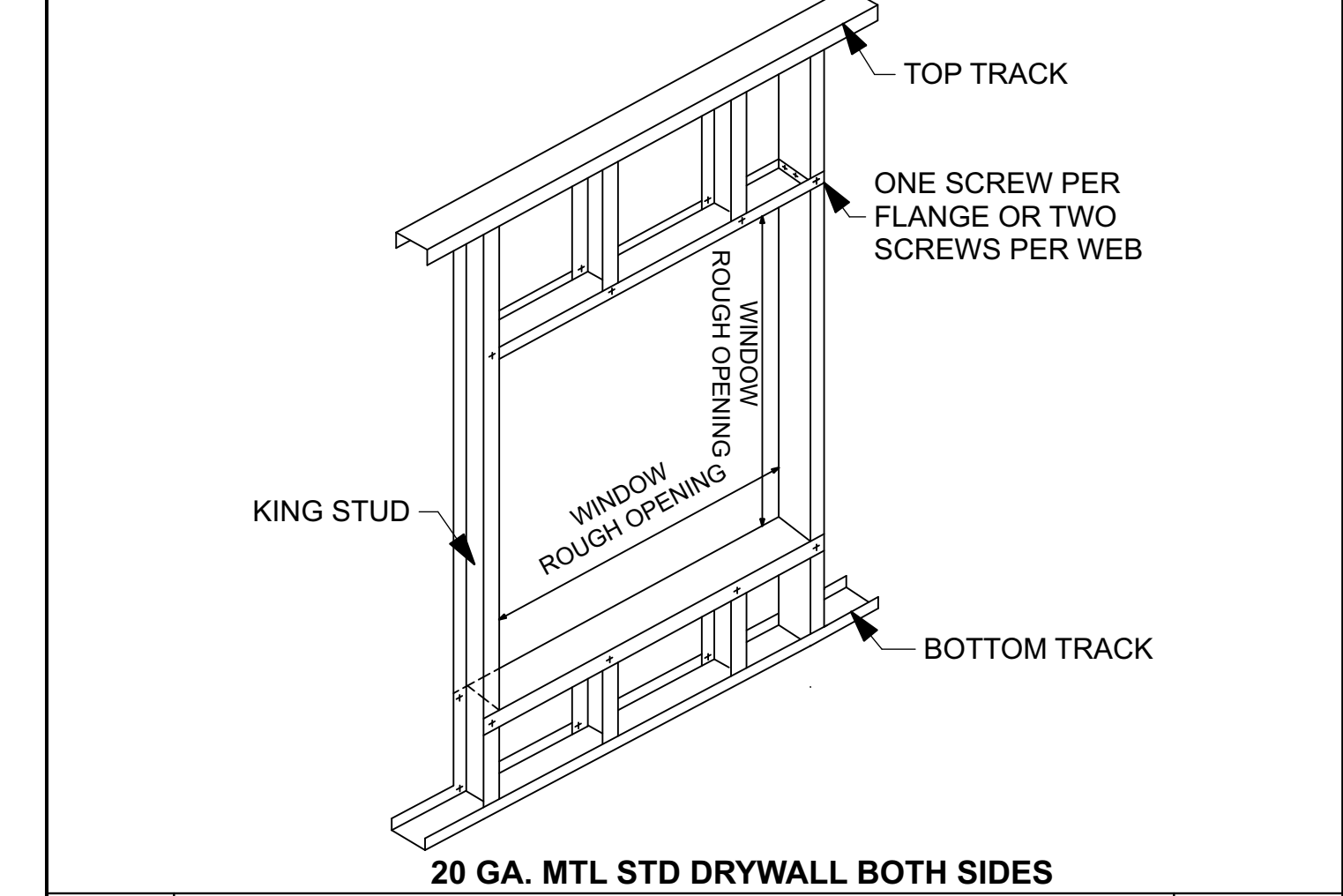
2 20 GA. MTL STD DRYWALL BOTH SIDES 3/4" = 1'-0"



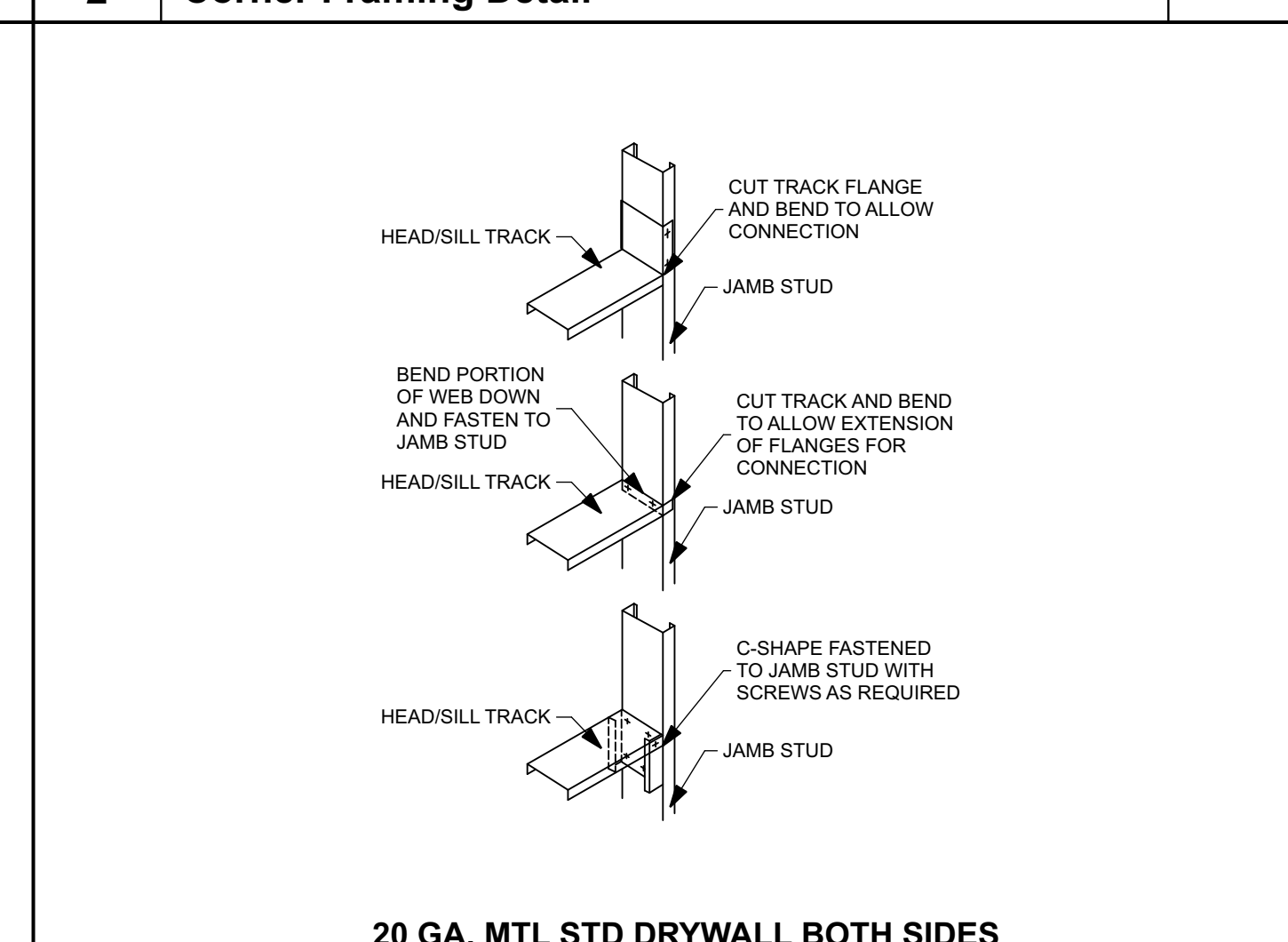
6 20 GA. MTL STD DRYWALL BOTH SIDES 1/4" = 1'-0"



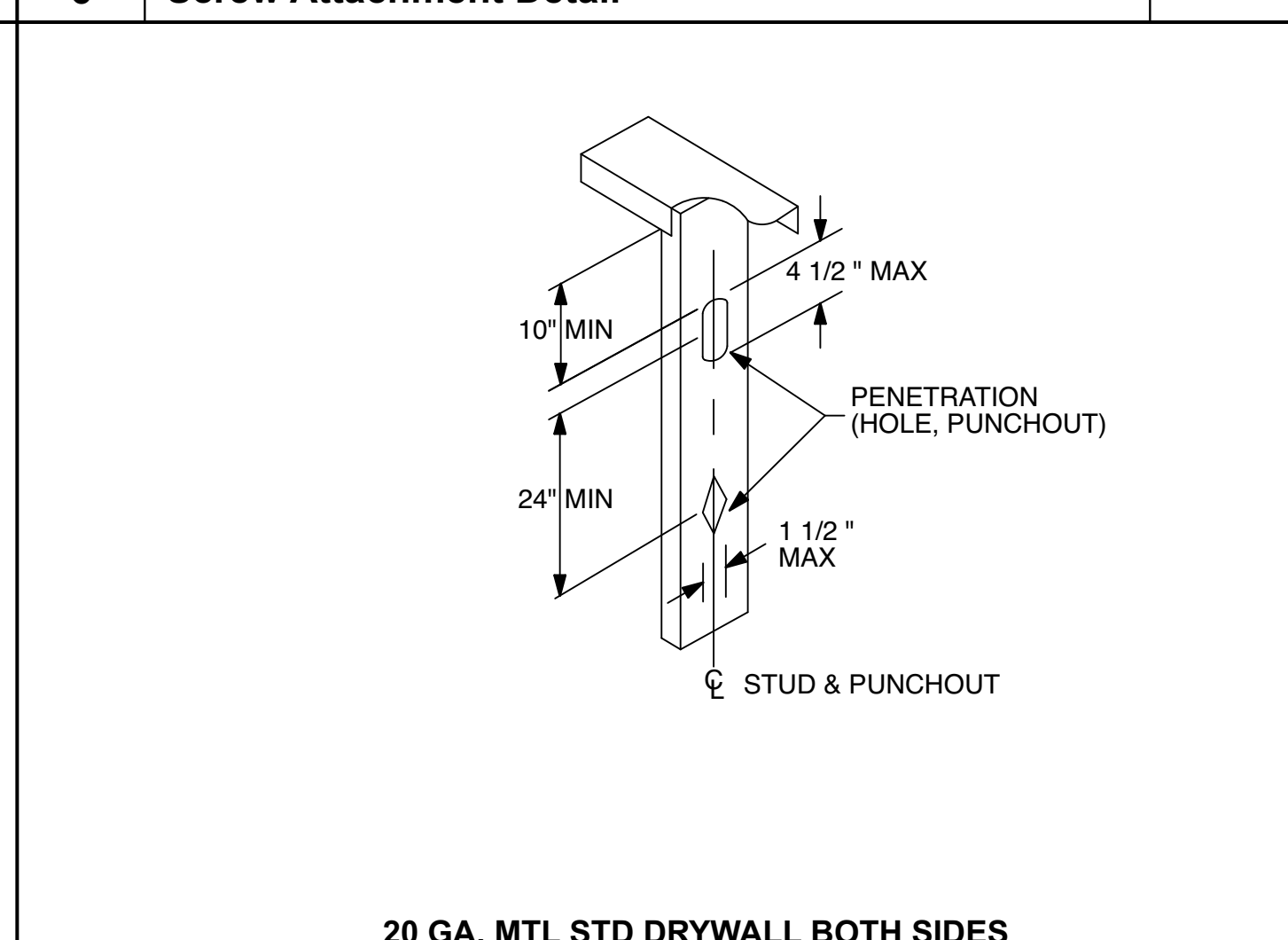
10 20 GA. MTL STD DRYWALL BOTH SIDES 1" = 1'-0"



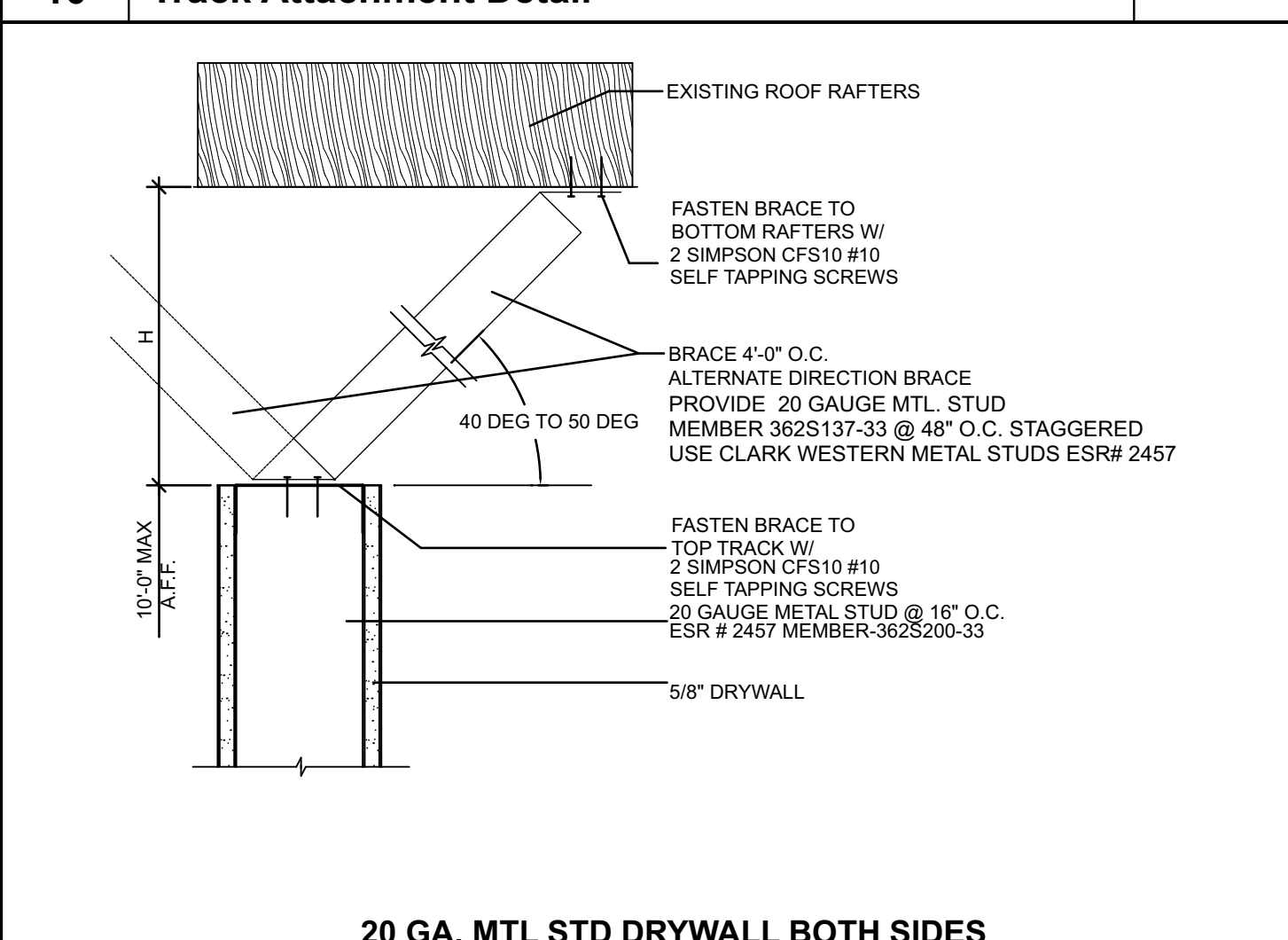
14 20 GA. MTL STD DRYWALL BOTH SIDES 3/8" = 1'-0"



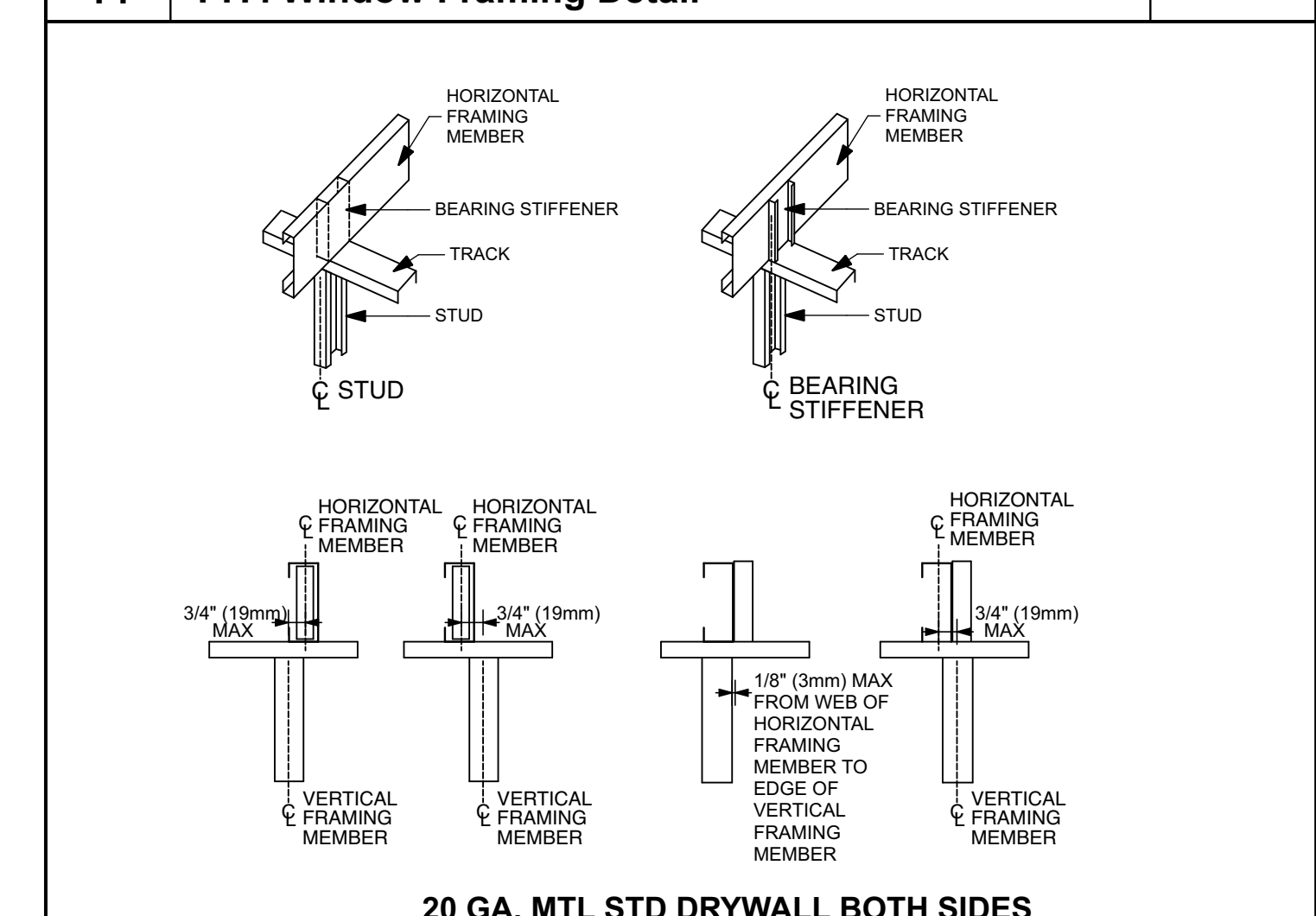
3 20 GA. MTL STD DRYWALL BOTH SIDES 1/4" = 1'-0"



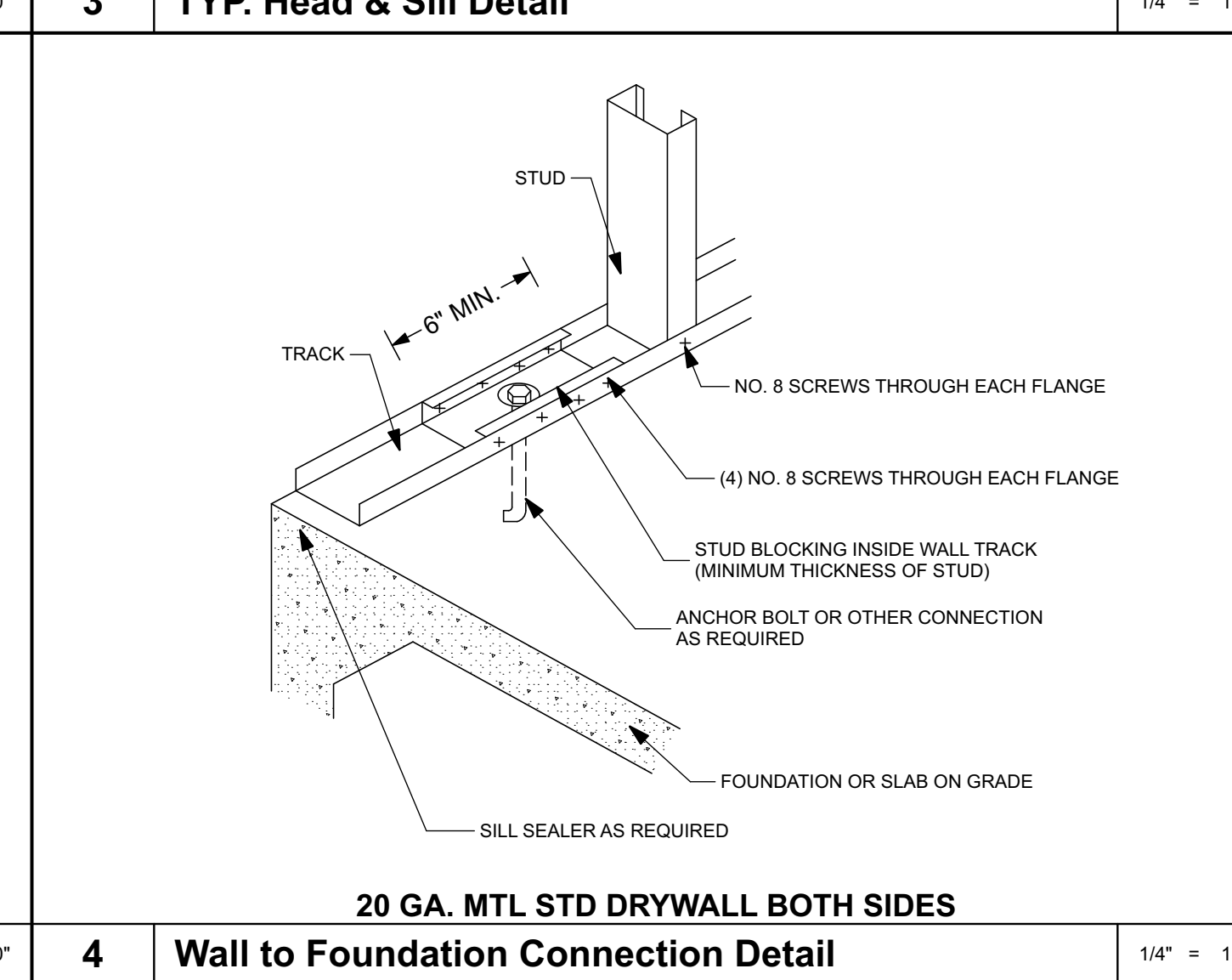
7 20 GA. MTL STD DRYWALL BOTH SIDES 1/4" = 1'-0"



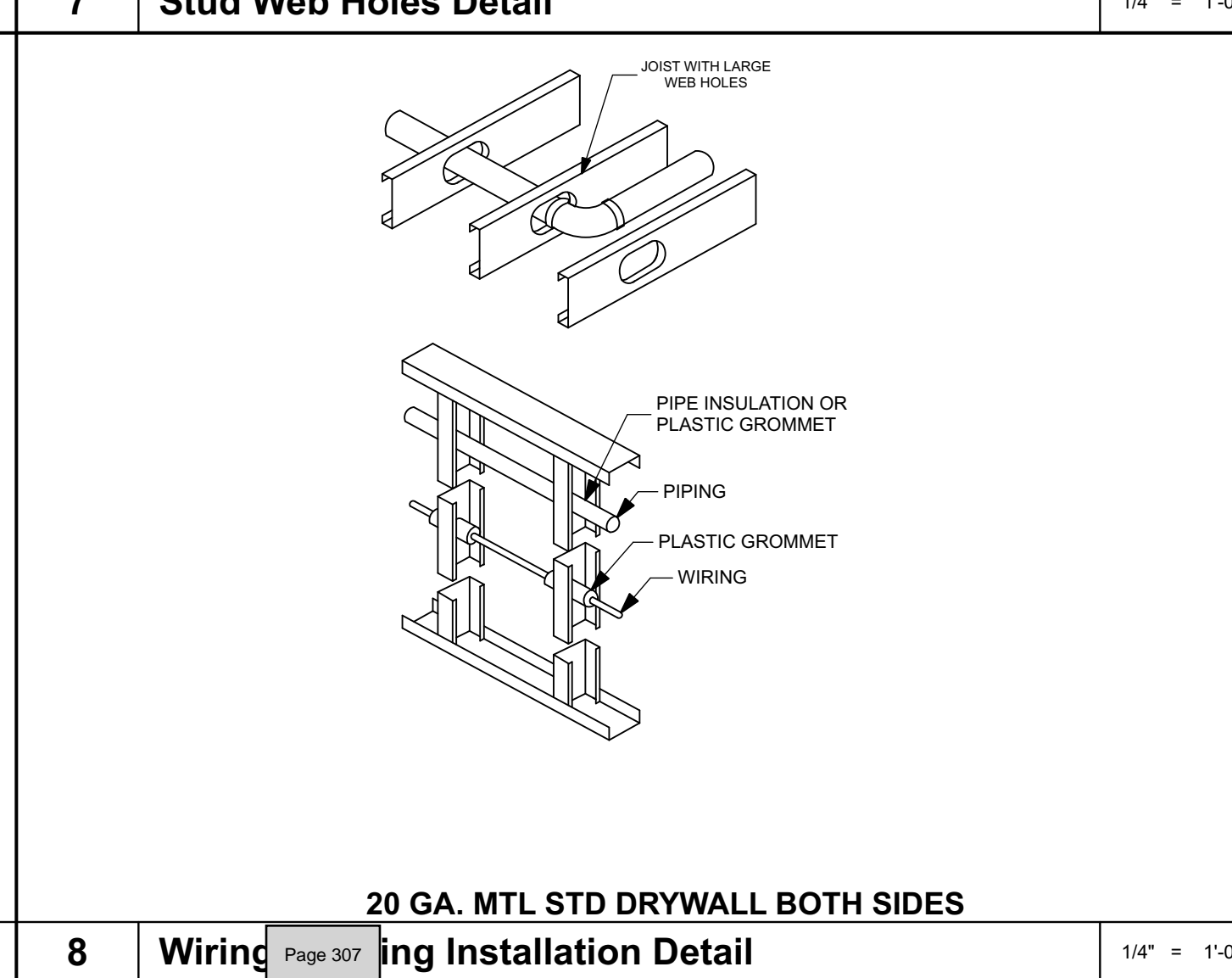
11 20 GA. MTL STD DRYWALL BOTH SIDES 3/4" = 1'-0"



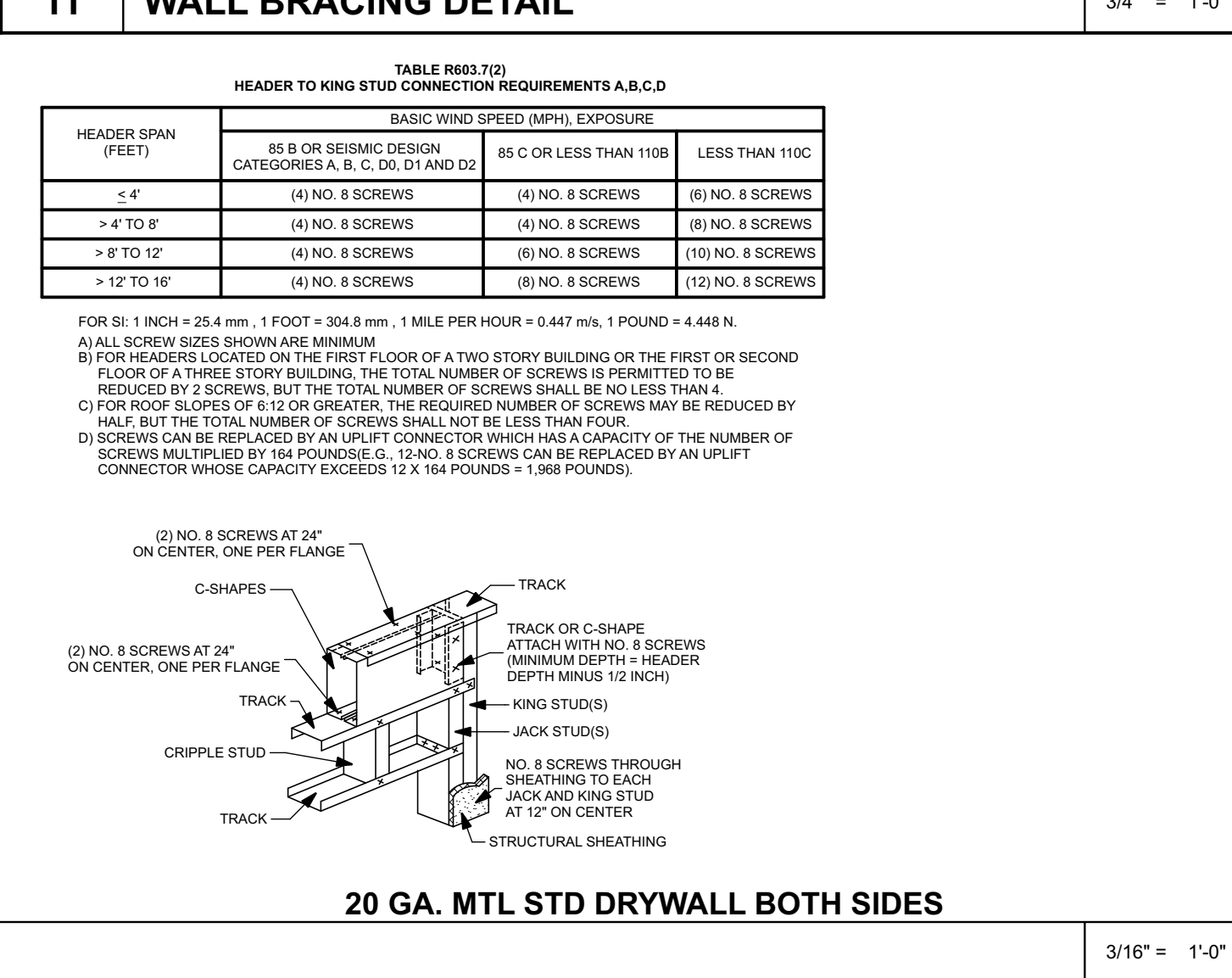
15 20 GA. MTL STD DRYWALL BOTH SIDES 3/16" = 1'-0"



4 20 GA. MTL STD DRYWALL BOTH SIDES 1/4" = 1'-0"



8 20 GA. MTL STD DRYWALL BOTH SIDES 1/4" = 1'-0"



16 20 GA. MTL STD DRYWALL BOTH SIDES 3/16" = 1'-0"

TABLE RB03.7(1)
 TOTAL NUMBER OF JACK AND KING STUDS REQUIRED AT EACH END OF OPENING

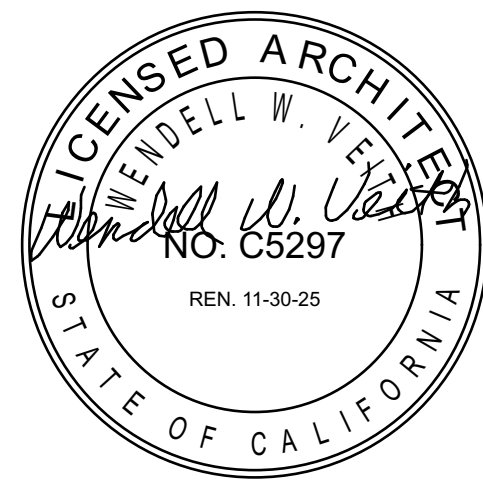
SIZE OF OPENING (FEET INCHES)	3\"/>		
	NO. OF JACK STUDS	NO. OF KING STUDS	NO. OF JACK STUDS

TABLE RB03.7(2)
 HEADER TO KING STUD CONNECTION REQUIREMENTS A,B,C,D

HEADER SPAN (FEET)	BASIC WIND SPEED (MPH) EXPOSURE		
	85 PS OR SEISMIC DESIGN CATEGORIES A, B, C, D0, D1 AND D2	85 C OR LESS THAN 110B	LESS THAN 110C
< 4'	(4) NO. 8 SCREWS	(4) NO. 8 SCREWS	(6) NO. 8 SCREWS
> 4' TO 8'	(4) NO. 8 SCREWS	(4) NO. 8 SCREWS	(8) NO. 8 SCREWS
> 8' TO 12'	(4) NO. 8 SCREWS	(6) NO. 8 SCREWS	(10) NO. 8 SCREWS
> 12' TO 16'	(4) NO. 8 SCREWS	(8) NO. 8 SCREWS	(12) NO. 8 SCREWS

FOR SI: 1 INCH = 25.4 mm, 1 FOOT = 304.8 mm, 1 MILE PER HOUR = 0.447 m/s, 1 POUND = 4.448 N.
 A) ALL SCREW SIZES SHOWN ARE MINIMUM.
 B) FOR HEADERS LOCATED ON THE FIRST FLOOR OF A TWO STORY BUILDING OR THE FIRST OR SECOND FLOOR OF A THREE STORY BUILDING, THE TOTAL NUMBER OF SCREWS IS PERMITTED TO BE REDUCED BY 2 SCREWS, BUT THE TOTAL NUMBER OF SCREWS SHALL BE NO LESS THAN 4.
 C) FOR ROOF SLOPES OF 6:12 OR GREATER, THE REQUIRED NUMBER OF SCREWS MAY BE REDUCED BY HALF, BUT THE TOTAL NUMBER OF SCREWS SHALL NOT BE LESS THAN FOUR.
 D) SCREWS CAN BE REPLACED BY AN UPLIFT CONNECTOR WHICH HAS A CAPACITY OF THE NUMBER OF SCREWS MULTIPLIED BY 164 POUNDS (C. 12) AND 8 SCREWS CAN BE REPLACED BY AN UPLIFT CONNECTOR WHOSE CAPACITY EXCEEDS 12 X 164 POUNDS = 1,968 POUNDS.

16 20 GA. MTL STD DRYWALL BOTH SIDES 3/16" = 1'-0"



WENDELL W. VEITH, ARCHITECT #C5297
 80-300 ULLSWATER DR., INDIO, CA. 92203
 TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



CONSULTANTS

DESIGN ARCHITECT:

Wendell W. Veith
 80-300 Ullswater Dr.
 Indio ca. 92203
 760-953-4556

MECHANICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
 72-651 Theodora Lane
 Palm Desert, CA 92260
 760-567-2347
 CSLB # 581636

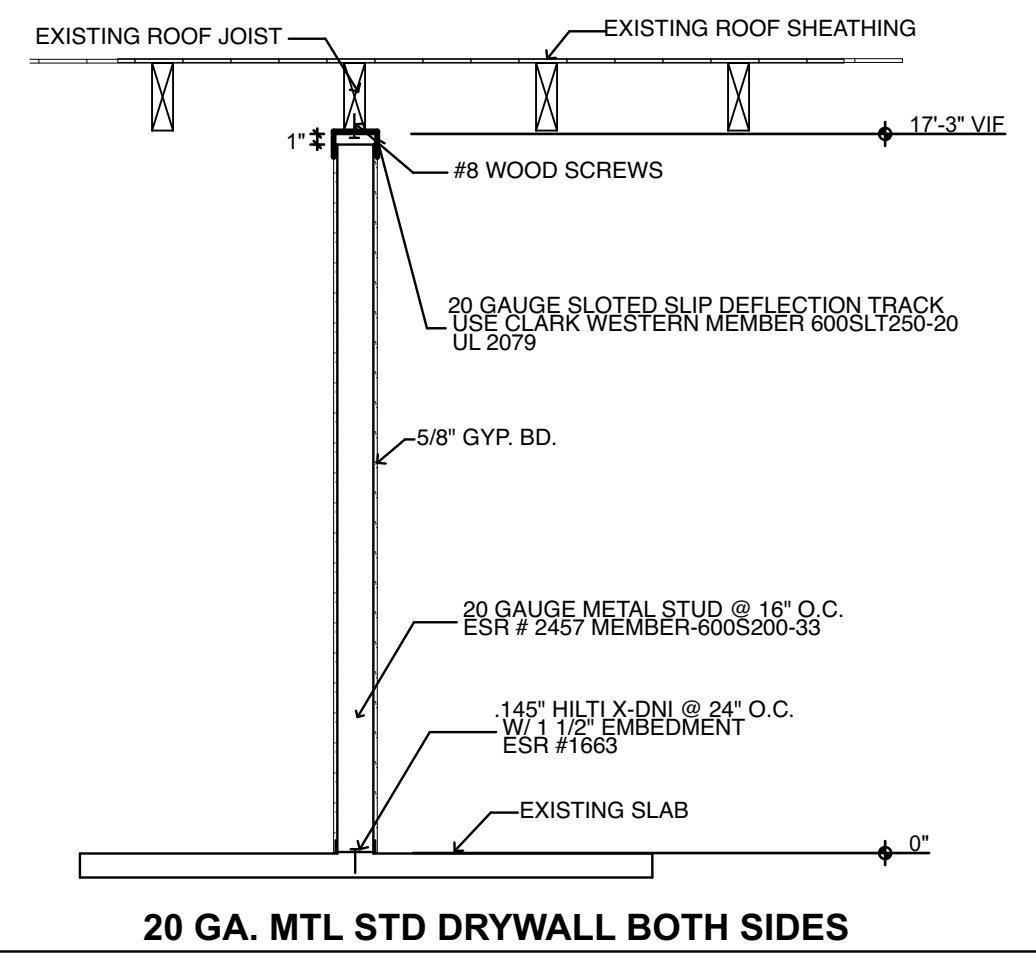
CIVIL:

GENERAL CONTRACTOR

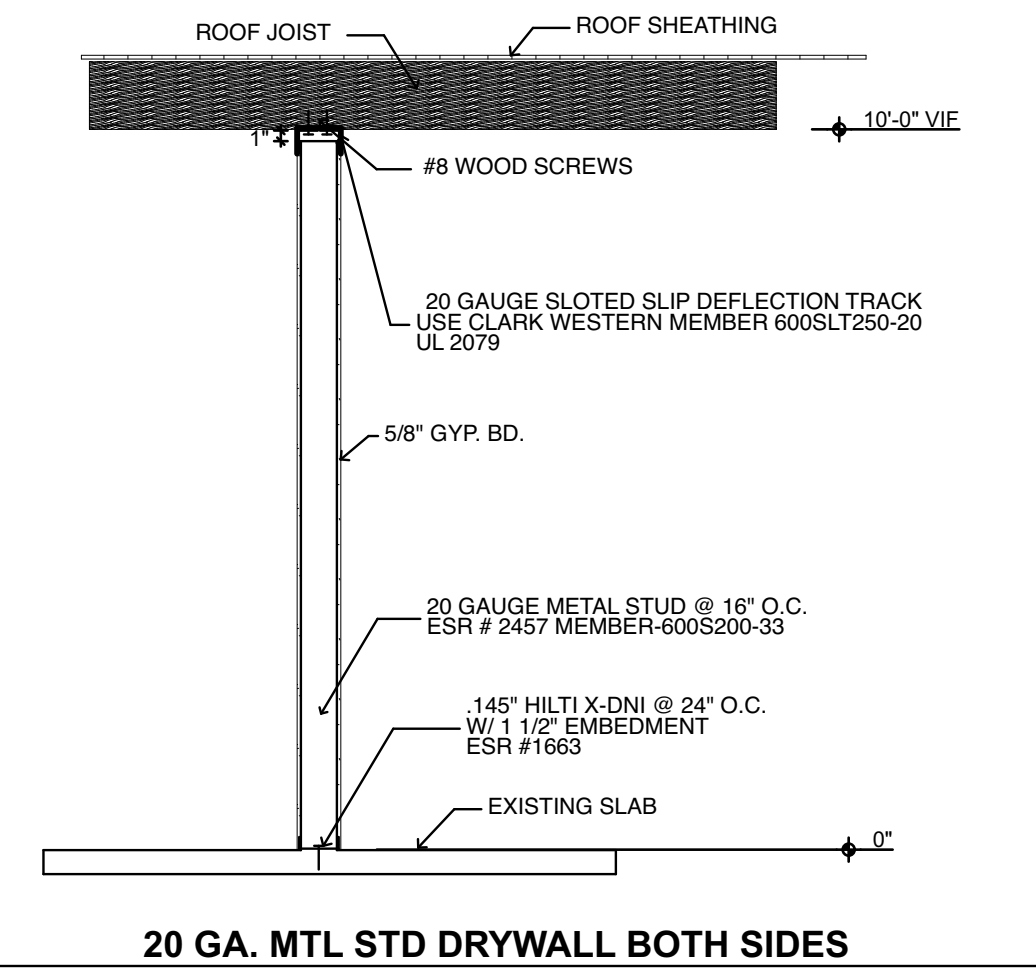
Parra Construction

OWNER

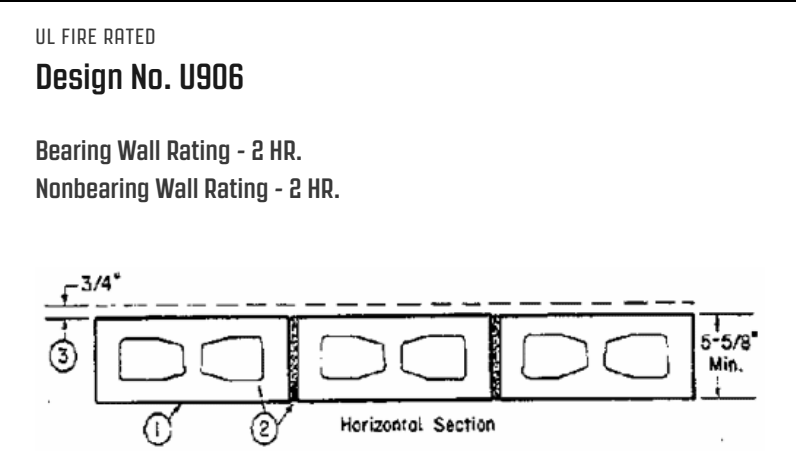
Daniel Grabarch
 175 E Main St.
 Morgan Hill, 95037
 760-567-2347
 APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E



1 FULL HEIGHT WALL DETAIL 3/8" = 1'-0"



2 Full Height Wall Detail 3/8" = 1'-0"



- 1. **Concrete Blocks*** - Nominal 6 by 8 by 16 in., hollow or solid.
Classification D-2 (2 hr)
 Anchor Concrete Products, Inc.
 Florida Rock Industries, Inc.
 Pile Industries Inc., d/b/a Tricon Whitcomb
 Westbrook Concrete Block Co., Inc.
- 2. **Mortar** - Blocks laid in full bed of mortar, nom. 3/8 in. thick, of not less than 2-1/4 and not more than 3-1/2 parts of clean sharp sand to 1 part Portland cement (proportioned by volume) and not more than 50 percent hydrated lime (by cement volume). Vertical joints staggered.
- 3. **Portland Cement Stucco or Gypsum Plaster** - if used, add 1/2 hr to Classification. Attached to concrete blocks (2cm 1).
- 4. **Foamed Plastic*** - (Optional - not shown) 1-1/2 in thick max., 4 ft wide sheathing attached to concrete blocks (2cm 1).
Celotex Corp. - Type Thermax

*Bearing the UL Classification Marking

3 WCB-FireRated-U906 1:1.33

WALLS AND INTERIOR PARTITIONS, WOOD-FRAMED			
GA FILE NO. WP 3430	GENERIC	1 HOUR FIRE	40 to 44 STC SOUND
GYPSUM LATH, GYPSUM PLASTER, WOOD STUDS 1/2" 1/2 gypsum-sand plaster applied over 3/8" plain gypsum lath applied at right angles to each side of 2 x 4 wood studs 16" o.c. with 13 gage blueed lath nails, 1 1/8" long, 0.0915" shank, 19/64" heads, 4" o.c. (LOAD-BEARING)			
		Thickness: 5 3/8"	
		Approx. Weight: 15 psf	
		Fire Test: OSU T-948, 7-17-58; OSU T-1380, 7-5-60	
		Sound Test: RAL TL58-60, 8-7-58	

4 GA-FILE-NO-WP-3430 1' = 1'-0"

MARK	DATE	DESCRIPTION

SCALE:

PROJECT NO: 03282024
 MODEL FILE: VMP Event Center. 04.11.24 V27.pln
 DRAWN BY: Bob Sipovac
 CHK'D BY: #Contact Full Name
 COPYRIGHT
 Sipovac Construction Inc.

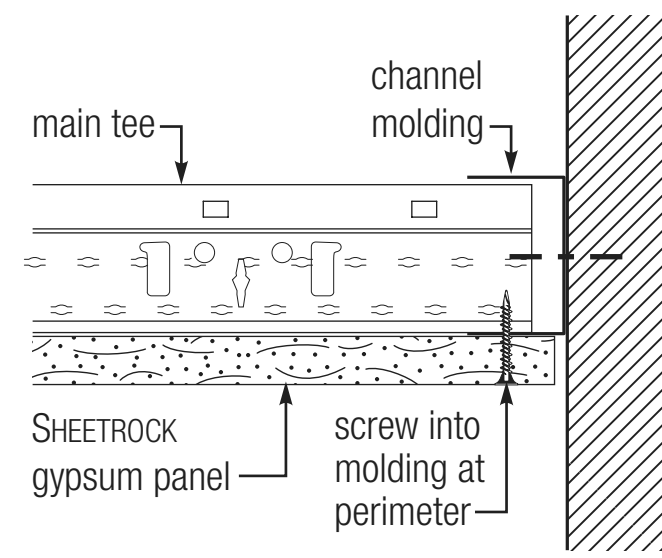
SHEET TITLE

Typ. Metal Stud Detail

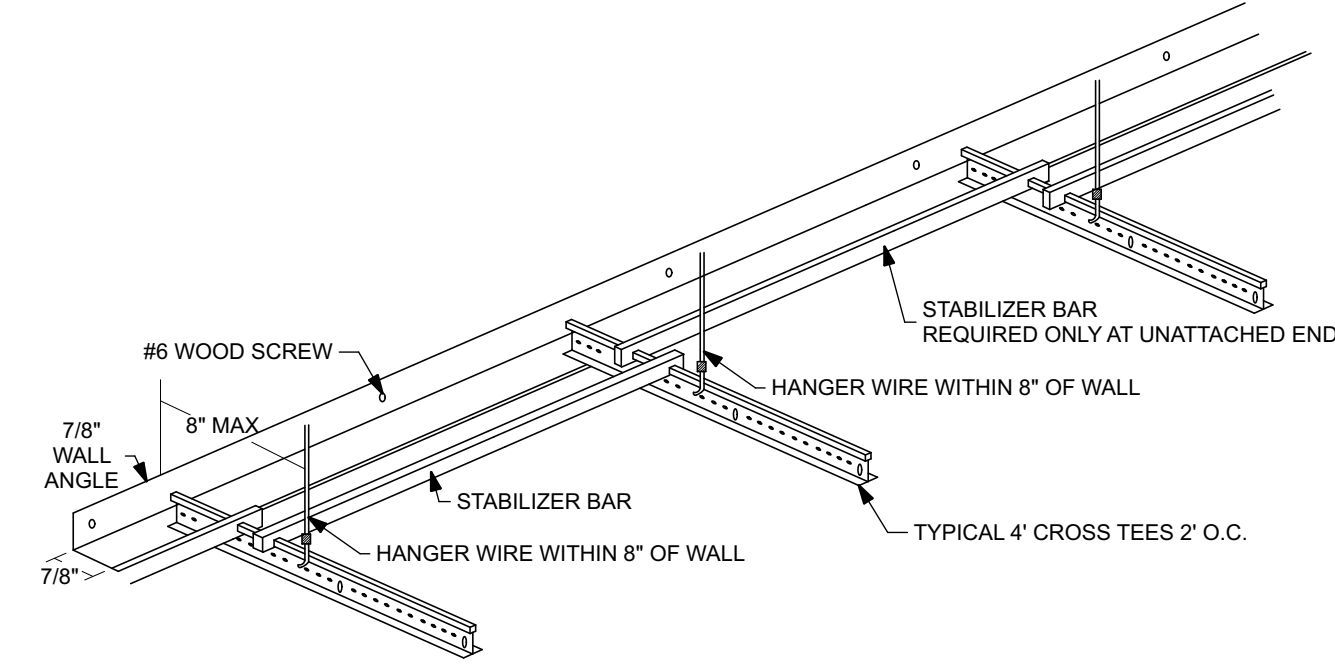
Thursday, August 22, 2024

A-111

HEAVY DUTY T-BAR SYSTEM

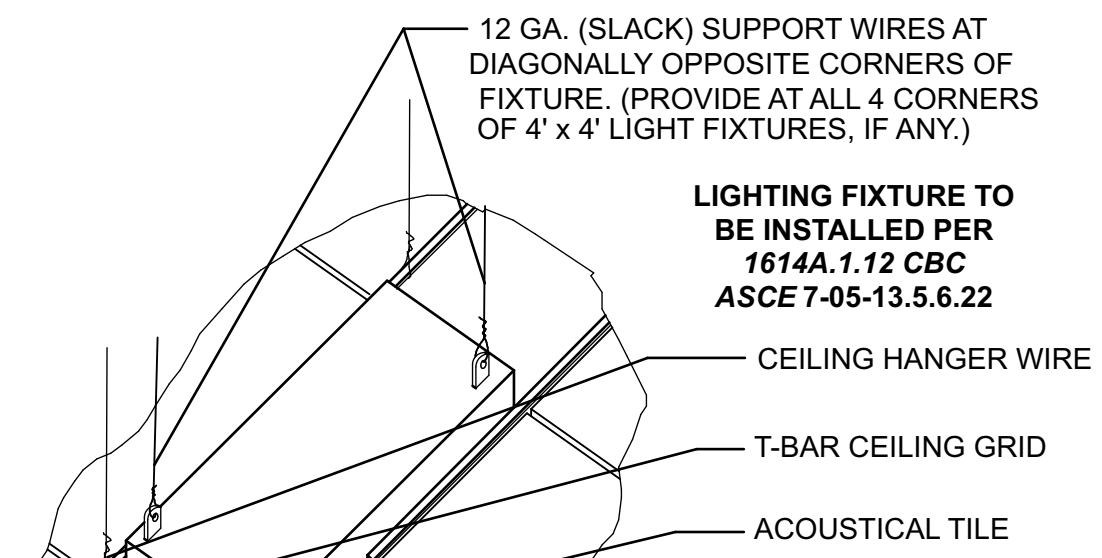
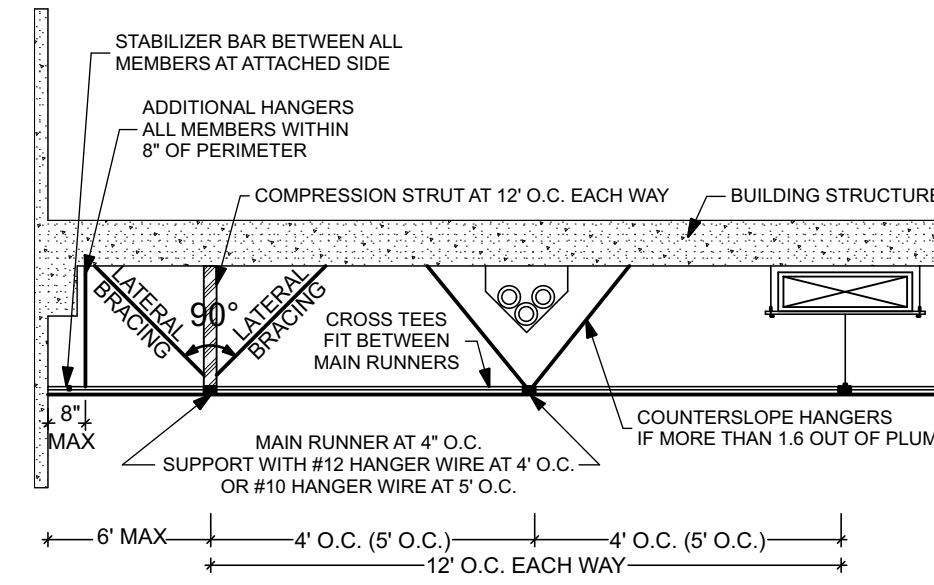


HEAVY DUTY T-BAR SYSTEM



HEAVY DUTY T-BAR SYSTEM

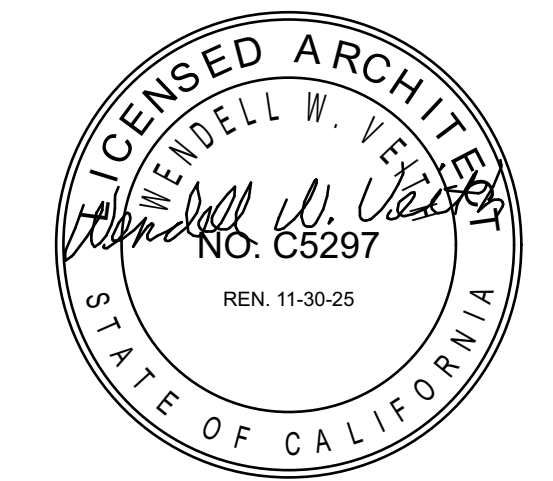
SEPARATE SUPPORT PIPES, CONDUITS, ETC. SECURE ALL HANGERS TO BUILDING STRUCTURE. TRAPEZE AROUND DUCTWORK AND OTHER LARGE CONSTRUCTIONS



LIGHTING FIXTURE TO BE INSTALLED PER 1614A.1.12 CBC ASCE 7-05-13.5.6.22

NOTE

1. Luminaires in Suspended Ceiling Systems (AC184). The lighting fixtures may also be attached to the framing members with power-driven nails having a minimum shear strength of 314 lbf (1395 N) and minimum tension strength of 137 lbf (609.6 N) for a No. 20/20 gage metal-to-metal connection.



WENDELL W. VEITH, ARCHITECT #C5297
80-300 ULLSWATER DR., INDIO, CA. 92203
TEL. 1-760-953-4556 E-MAIL - wveith36@yahoo.com



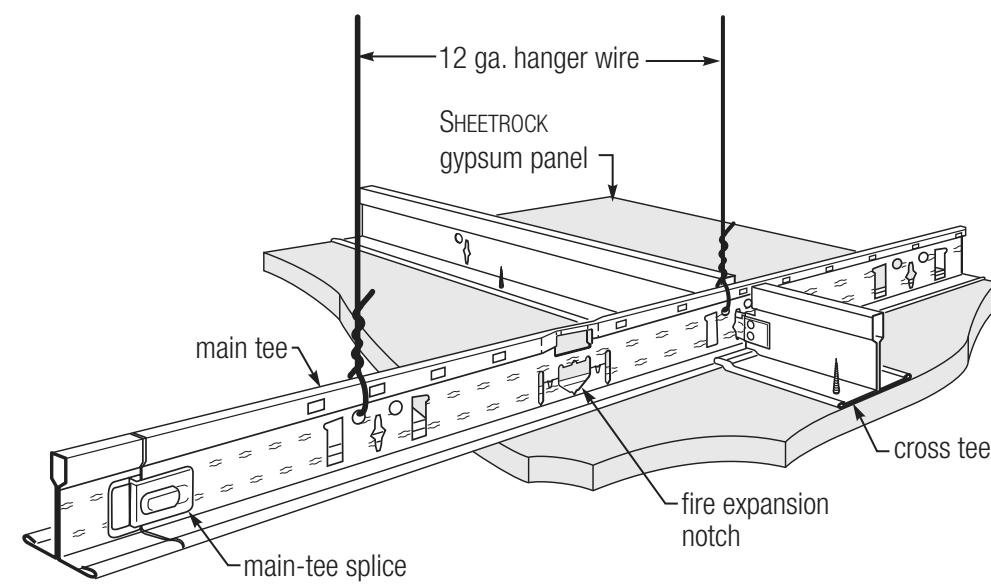
13 Ceiling Detail 1/2" = 1'-0"

9 Perimeter Wires and Stabilizer Bar Detail 3/16" = 1'-0"

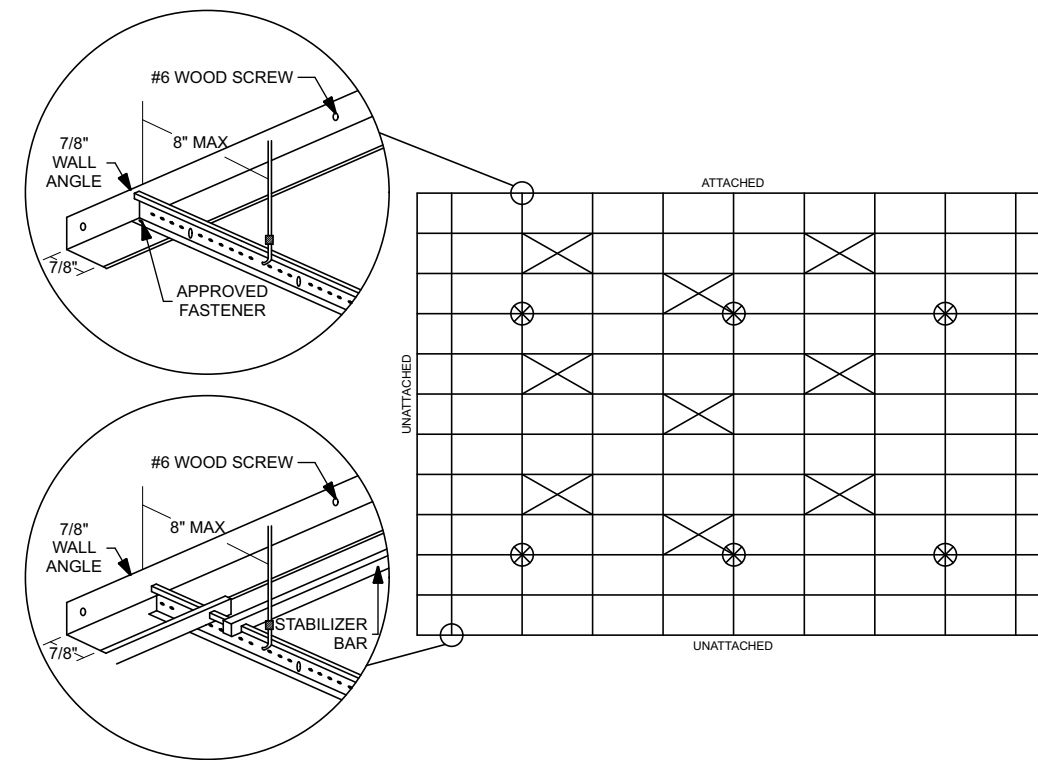
5 Typ. Suspended Ceiling Installation Detail 3/16" = 1'-0"

1 Light Bracing 1" = 1'-0"

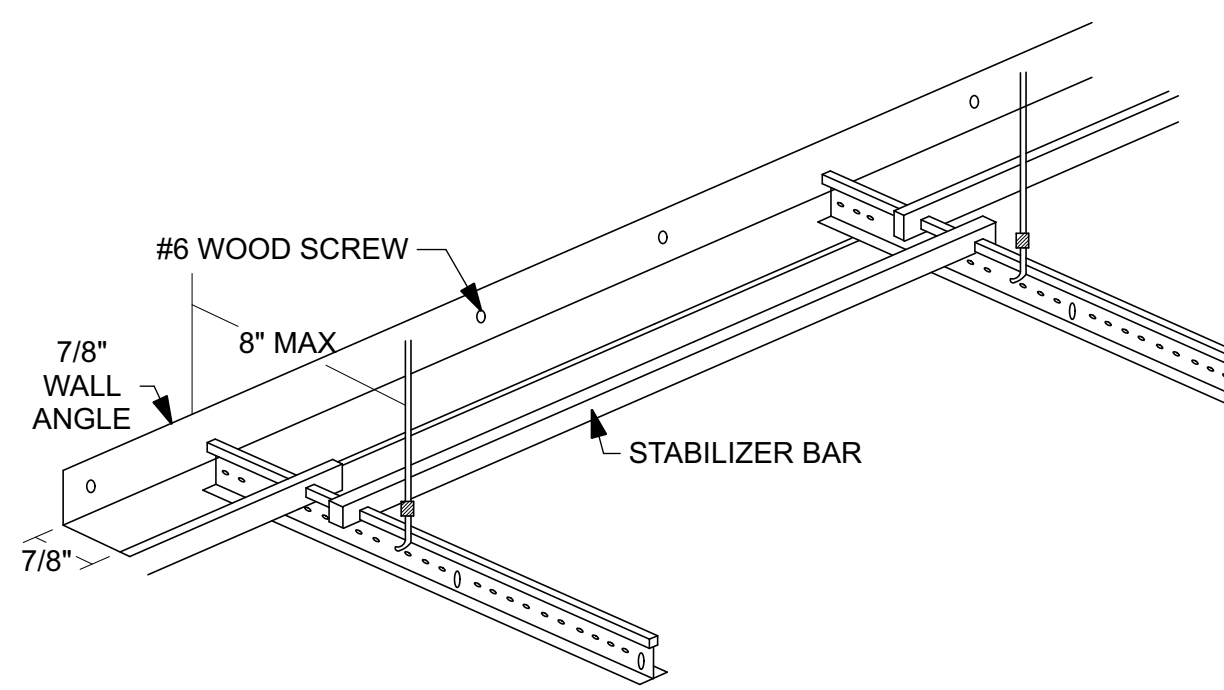
HEAVY DUTY T-BAR SYSTEM



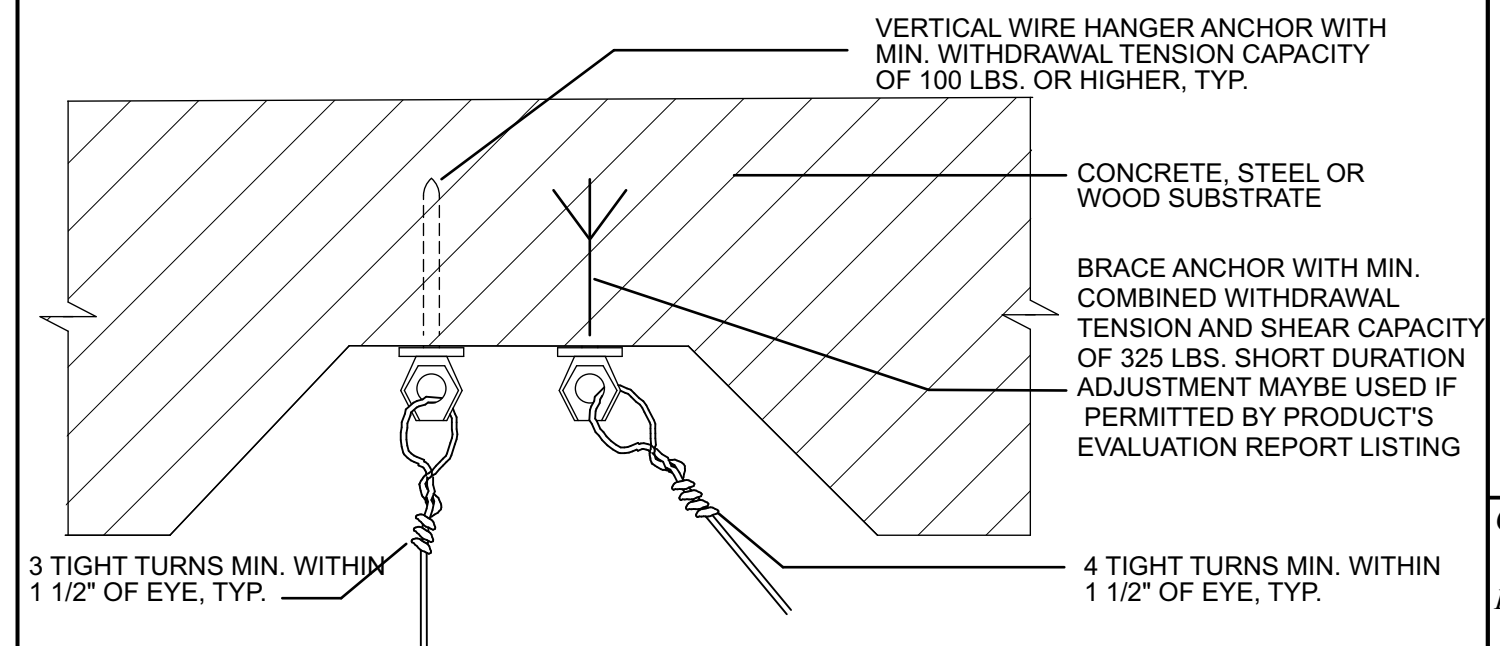
HEAVY DUTY T-BAR SYSTEM



HEAVY DUTY T-BAR SYSTEM



HEAVY DUTY T-BAR SYSTEM



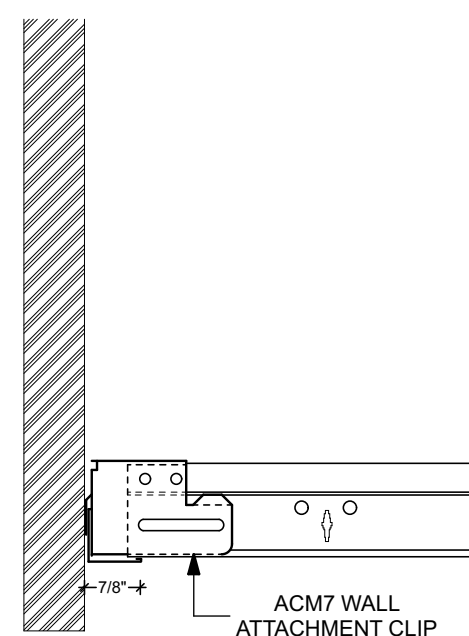
14 Ceiling Detail 3/16" = 1'-0"

10 TYP. Ceiling Grid Layout Detail 3/16" = 1'-0"

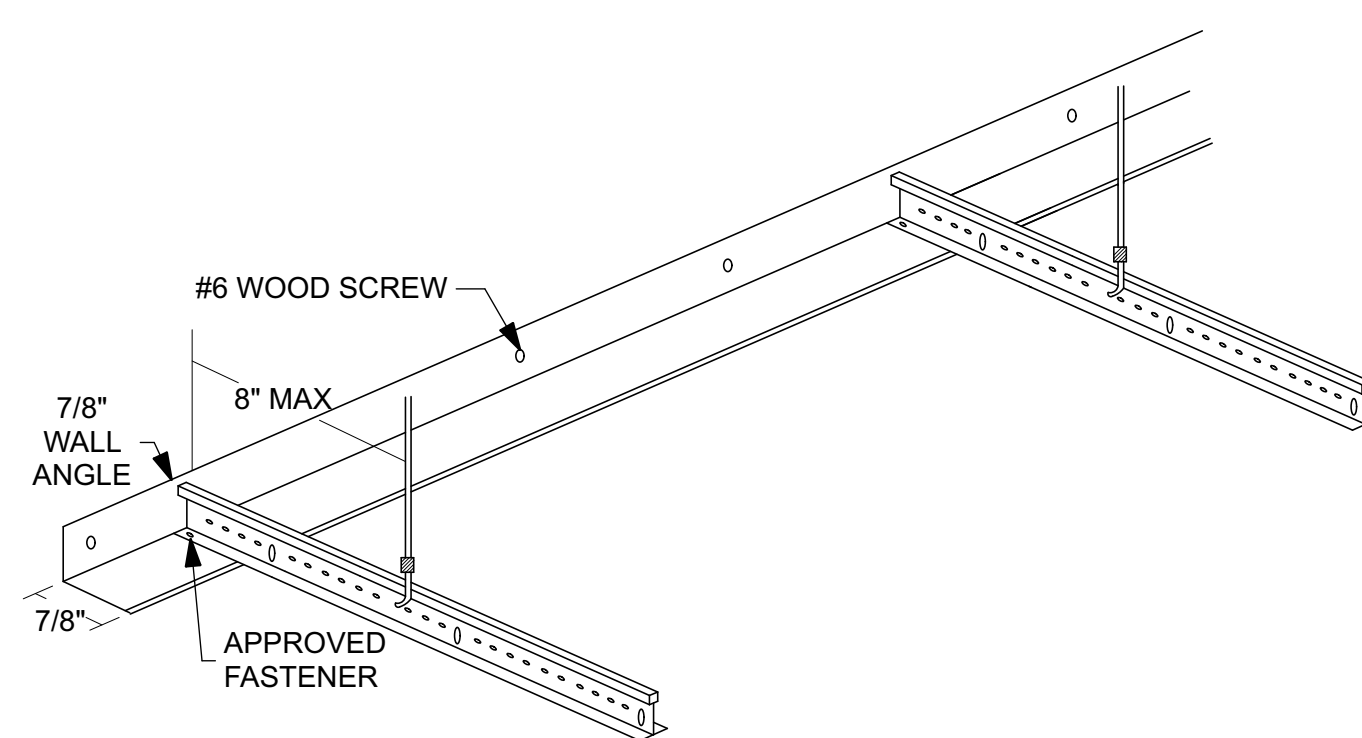
6 Unattached End of Grid Detail 1/4" = 1'-0"

2 hanger Brace 3" = 1'-0"

HEAVY DUTY T-BAR SYSTEM

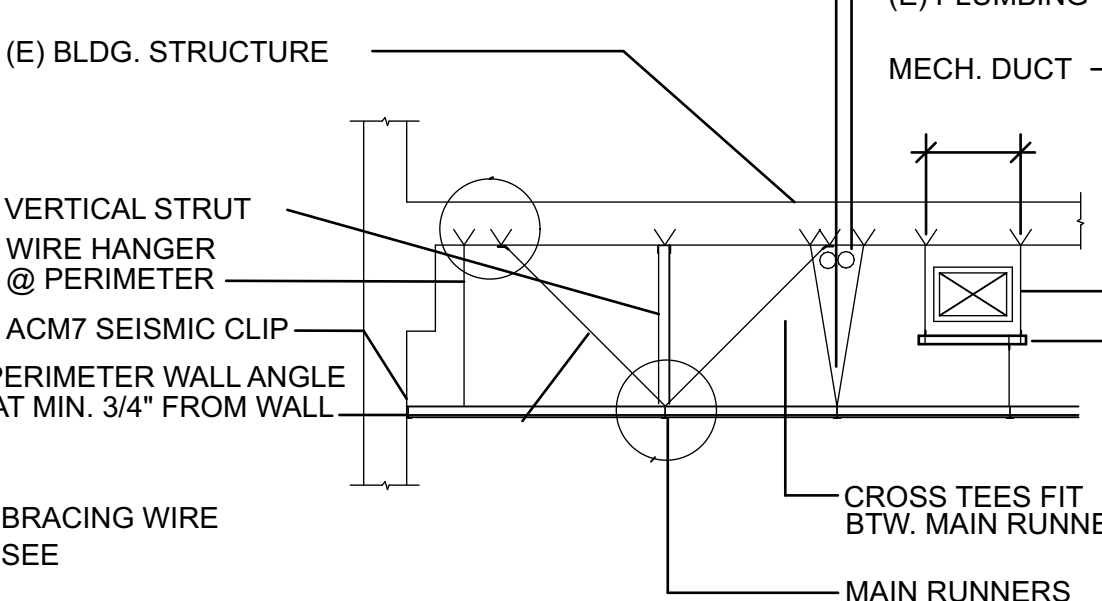


HEAVY DUTY T-BAR SYSTEM



SECURE ALL HANGERS TO BLDG. STRUCTURE OR PROVIDE TRAPEZE OF 2 - 1 1/4" COLD-ROLLED CHANNELS, BACK-TO-BACK @ DUCTWORK & OTHER OBSTRUCTIONS, TYP. CEILING GRID TO BE HEAVY DUTY & INSTALLED PER Installed to ASTM C636 and ASTM E580

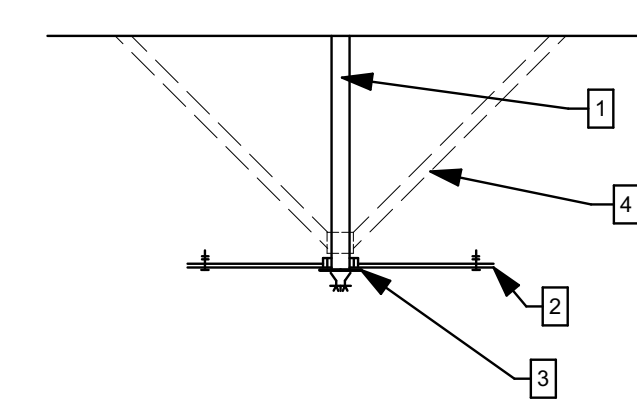
PROVIDE COUNTER SLOPE HANGERS WHERE HANGER IS MORE THAN 1:6 OUT OF PLUMB



15 ACM7 Wall Attachment Detail 3/16" = 1'-0"

11 Susp. Ceiling Detail 1/4" = 1'-0"

3 T-Bar Brace 3" = 1'-0"



- 1 FIRE SPRINKLER HEAD PIPING
- 2 CEILING TILE
- 3 2" OVERSIZE RING, SLEEVE, OR ADAPTER THROUGH CLG. TO ALLOW 1" MIN. MOVEMENT IN ALL HORIZONTAL DIRECTIONS
- 4 ALTERNATE OPTION: PROVIDE RIGID BRACING AT EACH SPRINKLER HEAD TO LIMIT LATERAL DEFLECTION

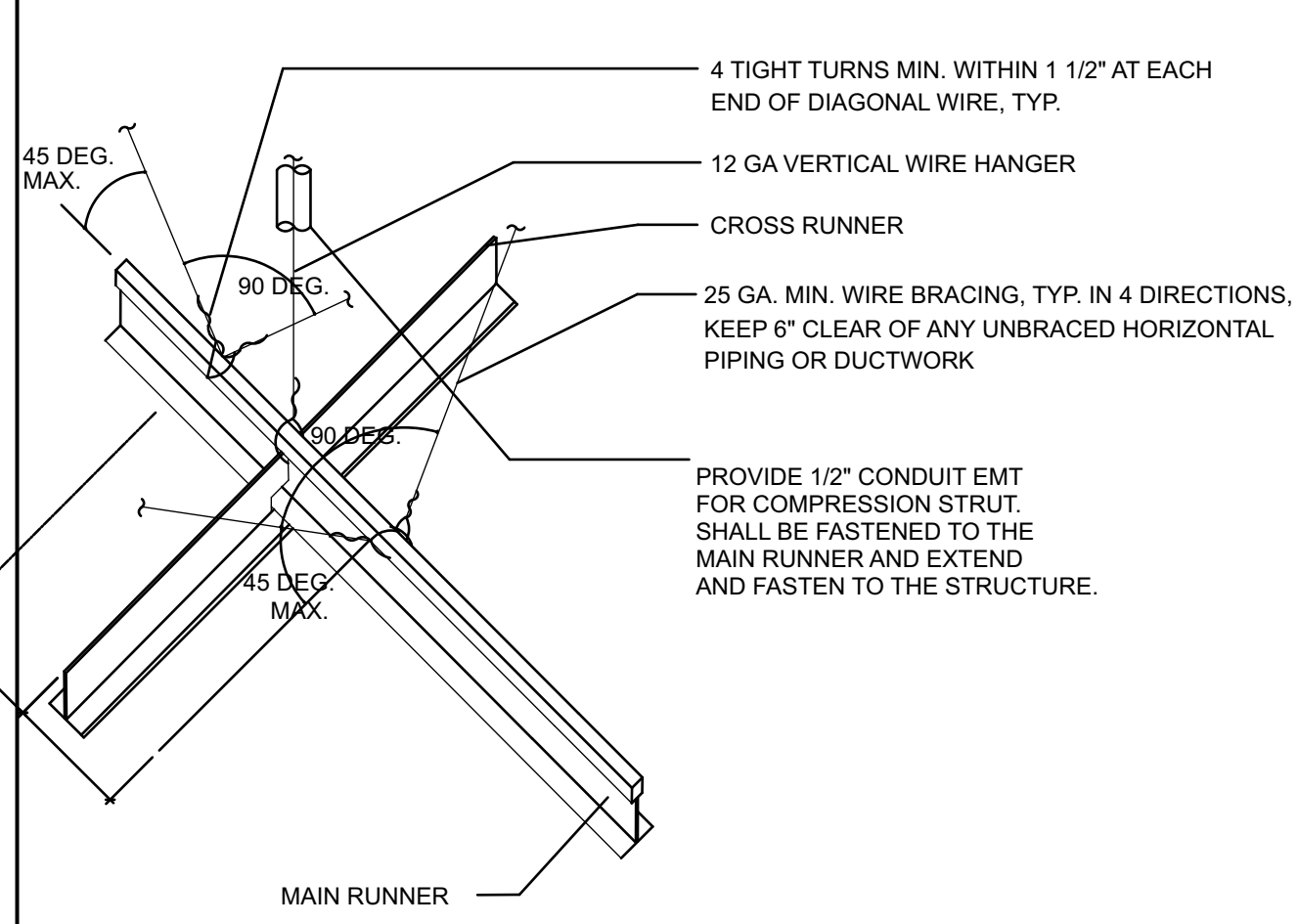
IBC/25/#2 Installation Standards for Suspended Ceiling System and Lighting Fixtures Page 6 of 16 February 1, 2022

- A strut shall be provided at 12 feet on-center maximum, which shall be fastened to the main runner and shall be extended and fastened to the structure. The structure attachment shall be capable of supporting the dead load of the compression strut. A strut which encapsulates a hanger wire that is attached to the main runner and the structure above need not be separately attached to the runner or the structure above.
- Based on the maximum spacing of 12 feet on-center in each direction, the following strut sizes and corresponding maximum lengths may be used:

	Max. Length
1/2" diameter conduit (EMT)	5'-10"
3/4" diameter conduit (EMT)	7'-8"
1" diameter conduit (EMT)	9'-9"
Single 1625125-33 metal stud (1-5/8" x 20 gauge)	12'-0"
Back to Back 1625125-33 metal studs (1-5/8" x 20 gauge)	15'-0"
Single 2505125-33 metal stud (2-1/2" x 20 gauge)	13'-6"
Back to Back 2505125-33 metal studs (2-1/2" x 20 gauge)	15'-0"

Where utilizing a strut that is not indicated on the table above, the strut shall be capable of resisting the vertical component of 180 pounds induced by the wires.

GRID SYSTEM TO BE INSTALLED PER Installed to ASTM C636 and ASTM E580



12 T-BAR PENETRATION DETAIL 3/8" = 1'-0"

8 Susp. Detail Page 309 1/2" = 1'-0"

3 T-Bar Brace 1:12.00

CONSULTANTS

DESIGN ARCHITECT:
Wendell W. Veith
80-300 Ullswater Dr.
Indio ca. 92203
760-953-4556

MECHANICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:
GENERAL CONTRACTOR
Parra Construction

OWNER
Daniel Grabich
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

MARK	DATE	DESCRIPTION

SCALE:

PROJECT NO: 03282024
MODEL FILE: VMP Event Center. 04.11.24 V27.pln
DRAWN BY: Bob Sipovac
CHK'D BY: #Contact Full Name
COPYRIGHT
Sipovac Construction Inc.

SHEET TITLE

T-Bar Ceiling Details

Thursday, August 22, 2024

A-112
SHEET 18 OF 25

CONSULTANTS

ENGINEERING:

#Structural Engineering

MECHANICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:

Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:

GENERAL CONTRACTOR

Parra Construction

OWNER

Daniel Glubach
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

05/10/24		

MARK	DATE	DESCRIPTION
------	------	-------------

SCALE: 3/16" = 1'-0"

PROJECT NO: 03282024

MODEL FILE: VMP Event Center. 04.11.24 V27.pln

DRAWN BY: Bob Sipovac

CHK'D BY: #Contact Full Name

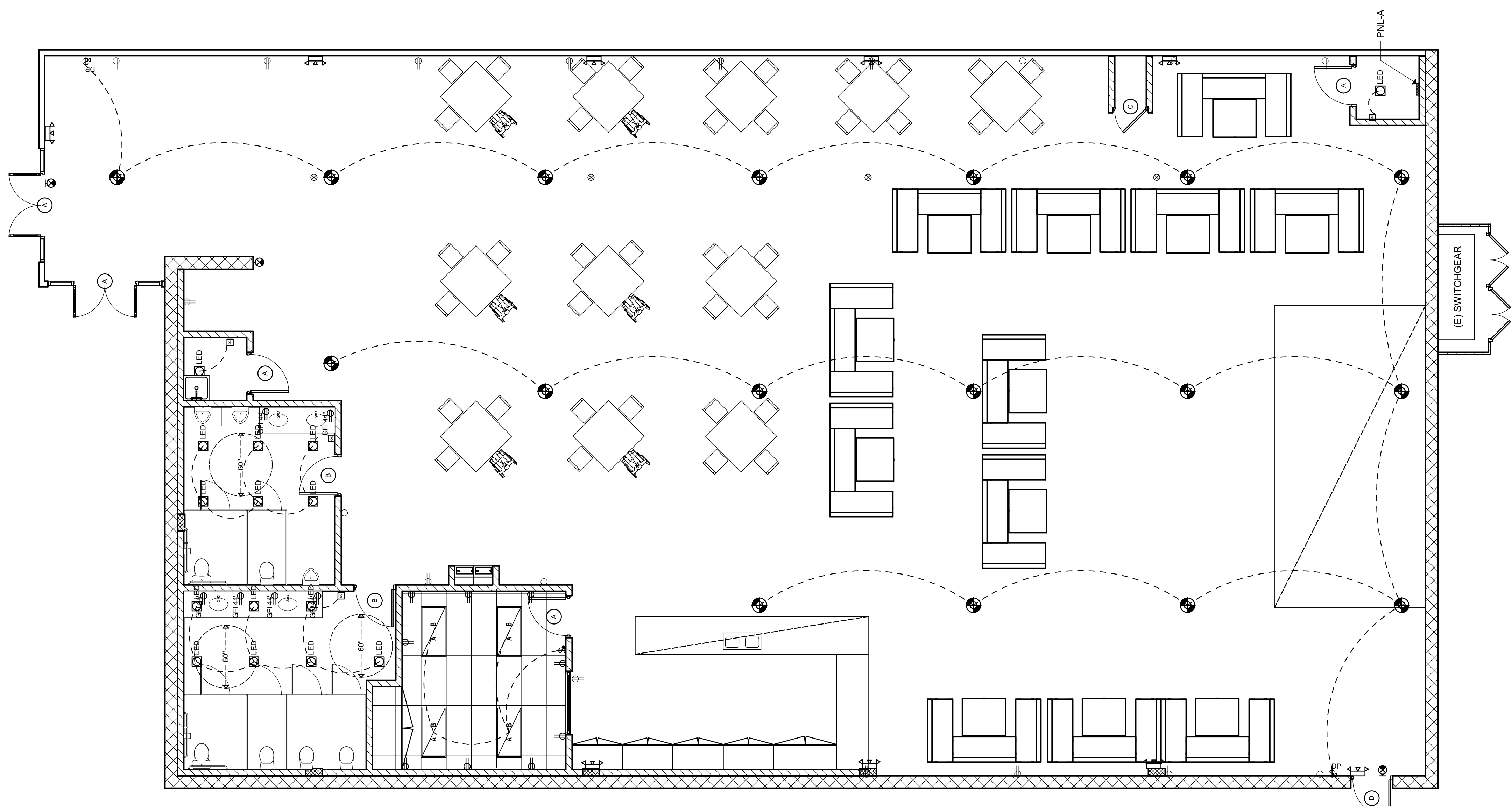
COPYRIGHT
Sipovac Construction Inc.

SHEET TITLE

Electrical Plan

Thursday, August 22, 2024

E-2



Equipment & lighting schedule

Item	QTY	EQUIPMENT	NEW/ EXIST/ DEMO	MFG	MODEL	DIMENSIONS w x d x h	GAS	BTU	ELECTRIC	WATTAGE	HOT WATER	COLD WATER	DIRECT WASTE	INDRE CT
1	17	LED HIGH BAY LIGHTS	N	PLT SOLUTIONS	PT-11906 100W	14" x 14" x 8.5"			120v/60/1	100				
2	14	RECESSED LED CAN	N	HALO	HALO H750ICAT 6IN LED	6.8" x 6.8" x 2.8"			120v/60/1	12				
3	8	EMERGENCY LIGHTS	N	LITHONIA	EUP LED M12	14" x 3.5" x 3.5"			120v/60/1	1.8				
4	1	ELEC. W/H	N	AO SMITH	DEL-50	6" x 9.5" x 2.8"			120v/60/1	4500				
5	2	EXIT LIGHTS	N	LITHONIA	LRP EL N	13" x 4" x 3"			120v/60/1	2.3				
6	4	4X4 TROFFER LIGHTS	N	LITHONIA	TWP LED ALO 50K	16" X 15" X 8"			120v/60/1	11				

ELECTRICAL LEGEND

	NEW CONTROLLED RECEPTACLES		NEW OCCUPANCY SENSOR
	NEW PHOTODELL		EMERGENCY LIGHTS
	NEW OCCUPANCY SENSOR		ASTRONOMICAL CLOCK
	NEW RECEPTACLE - WITH GROUND FAULT INTERRUPTER @ 15' (U.N.O.)		LIGHT - WALL MOUNTED 27W
	30AMP ELECTRICAL PANEL		RECEPTACLE - WATER PROOF W/ GROUND FAULT INTERRUPTER @ +12' - U.N.O.
	EXISTING RECEPTACLE @ +12' (U.N.O.) 20 VOLT TAMPERS - ISSUATW		THERMOSTAT @ +60"
	NEW TELEPHONE/DATA OUTLET WITH USB PORT		SWITCH - SINGLE POLE @ +42" - (U.N.O.)
	NEW LED HIGH BAY		DIMMER SWITCH - SINGLE POLE @ +42" (U.N.O.) PAGES 07B Linear Voltage Dimmer
	NEW 2x4 FLUORESCENT TS ELEC. 200V, 250W		DRILLABLE POLE ENTRY - 3/8" DIA. @ +42" - (U.N.O.)
	NEW EXHAUST FAN		LIGHT - FLEX MOUNTED BY CEILING (ROUND FIXTURE)
	NEW ILLUMINATED EXIT SIGN		

NOTE:
Egress (emergency back-up) lighting is required for exterior landings of required exit doors/exterior stairways located at other than the level of exit discharge.

NOTE:
EXIT SIGNS / EMERGENCY LIGHTING UL 924
EXIT SIGNS / EMERGENCY LIGHTING TO PROVIDE 5 FOOT CANDLES (54 LUX) ILLUMINATION PER 1011.5.2 CBC
EXIT SIGNS / EMERGENCY LIGHTING SECONDARY POWER SOURCE FROM STORED BATTERIES TO PROVIDE MINIMUM OF 90 MINUTES ILLUMINATION PER 1006.3 CBC

LITHONIA LIGHTING
FEATURES & SPECIFICATIONS

INTENDED USE — Suitable for architectural applications where aesthetics and superior performance are required.

CONSTRUCTION — High-purity, injection-molded virgin acrylic panels, ultrasonically welded to eliminate visible hardware. Graduated depth of molded letters provides uniform light distribution on graphics. Standard housing finish is brushed aluminum.

Precision molded, textured letters — 6" high with 3/4" stroke, with 100 ft viewing distance rating, based upon UL924 standard. Chevron indicator direction must be specified.

Recessed rough-in section constructed of 20-gauge, die-formed galvanized steel. Extruded aluminum housing trim mounts flush onto wall or ceiling.

ELECTRICAL — Sealed, maintenance-free nickel cadmium battery delivers 90 minutes capacity to lamp. Constant-current series charger, 24-hour recharge after 90-minute discharge.

Robust battery connector simplifies installation and maintenance; prevents charger damage due to improper connection.

OPTICS — LEDs mounted on printed circuit board. The typical life of the exit LED lamp is 10 years.

Low energy consumption — only 2.3W for 120V single-face red sign, 1.7W for 120V single-face green sign.

INSTALLATION — Recessed-mount — rough-in section for back, ceiling or end-mounting. Fit into maximum wall or ceiling opening 13-5/8" x 4-1/2" W x 3-1/8" D.

Adjustable T-bar hangers adapt mounting tray for mounting in suspended ceilings or variable-size framed openings. Trim ring has 3/4" variable depth adjustment to ensure flush fit against surface of wall or ceiling.

Plug-in wire connections and self-aligning mounting system for mounting panel into rough-in section.

LISTINGS — UL listed, Non-K, recessed mounting. Meets UL 924, NFPA 101 (current Life Safety Code), NEC and OSHA illumination standards, and State of Minnesota requirements for less than 20W energy consumption. NEMA Premium certified.

WARRANTY — 5-year limited warranty, including lamps. Complete warranty terms located at www.sipovac.com/CustomerResources/terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

ORDERING INFORMATION For shortest lead times, configure products using **bulleted options**. Example: LRP 1 RMR LA 120/277 EL N

LRP Family	Mounting color	Number of faces	Letters/background	Directional indicators	120/277 Volt
LRP LED	(blank) Brushed aluminum	1 Single face	WH Red on white	(blank) None	120/277 Dual voltage
	W White	2 Double face	RC Red on clear (single face only)	LA Left?	
	B Black		RMR Red on mirror (simulates clear background for double-face exit)	RA Right?	
	BZ Bronze		GW Green on white	LRA Left and right	
	IS Polished brass		GC Green on clear (single face only)	DM Double face?	
	U Unfinished		GMR Green on mirror (simulates clear background for double-face exit)		

Emergency operation	Mounting	Item Type	Options
EL N Nickel cadmium battery	(blank) Ceiling or back mount	(blank) Complete exit panel and rough-in section	F1 Fire alarm interface?
	EM Recessed end mount	PNL Panel assembly only	F Flashing emergency operation (see flash/second?)
			FA Flashing emergency operation and intermittent audible alarm

Accessories Order as separate items.**

ELA R1RS 120/277 EL N	Single-face, red LED emergency rough-in section
ELA G1RS 120/277 EL N	Single-face, green LED emergency rough-in section
ELA R2RS 120/277 EL N	Double-face, red LED emergency rough-in section
ELA G2RS 120/277 EL N	Double-face, green LED emergency rough-in section

Notes:

- See chart back for more information.
- Only available with single face.
- Only available with double face.
- When ordering rough-in separately, all options must be included with rough-in nomenclature. Example: ELA R1RS 120/277 EL N/A.
- Check off wall, be available with both.
- Rough-in supplied standard with red unless PNL suffix is specified. Order separately only if needed for easy installation.

1 EXIT LIGHTING

LITHONIA LIGHTING
FEATURES & SPECIFICATIONS

INTENDED USE — Suitable for emergency lighting applications such as stairways and hallways.

CONSTRUCTION — Injection-molded, flame-retardant, high-impact, thermoplastics housing with snap-fit design components with LED lamps for easy installation. Universal J box pattern, back and vented arrangement permits full range of lamp adjustment.

OPTICS — The typical life of the LED is 10 years. Two 1.8W LED lamps for emergency light.

ELECTRICAL — Dual-voltage input: 120V or 277V AC. Emergency unit provided with test switch, status indicator and rechargeable battery. Maintenance-free nickel-cadmium battery provides 90 minutes of emergency power.

LISTINGS — UL Listed, Meets UL 924, NFPA 101, NFPA 70-NEC and OSHA illumination standards. Dump current 32V to 127V @ 0° to 50°C listed standard.

WARRANTY — Features are covered by Lithonia Lighting 24-month warranty against mechanical defects in manufacture. Complete warranty terms located at www.sipovac.com/CustomerResources/terms_and_conditions.aspx

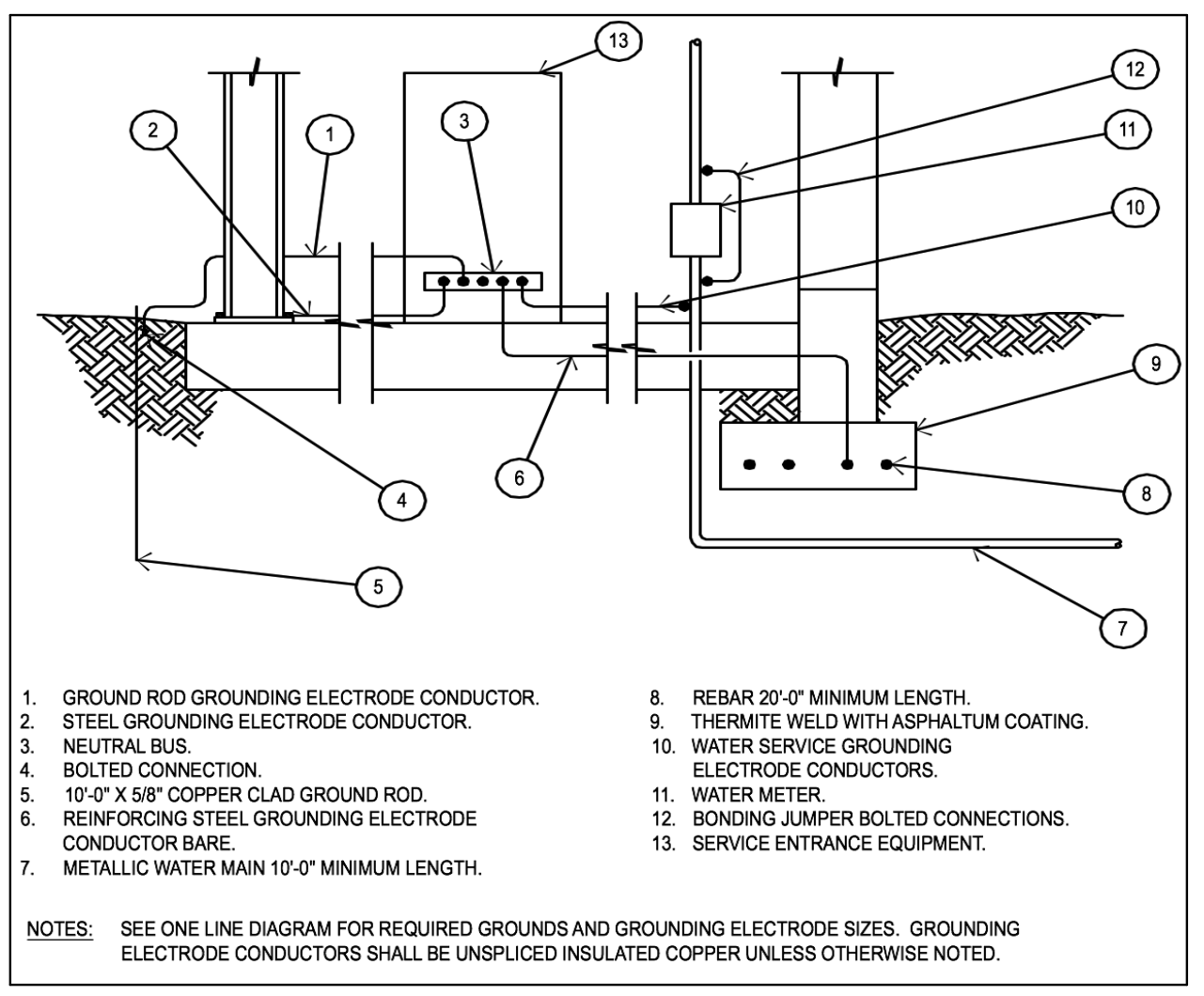
All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

Actual performance may differ as a result of end-user environment and application. Note: Specifications subject to change without notice.

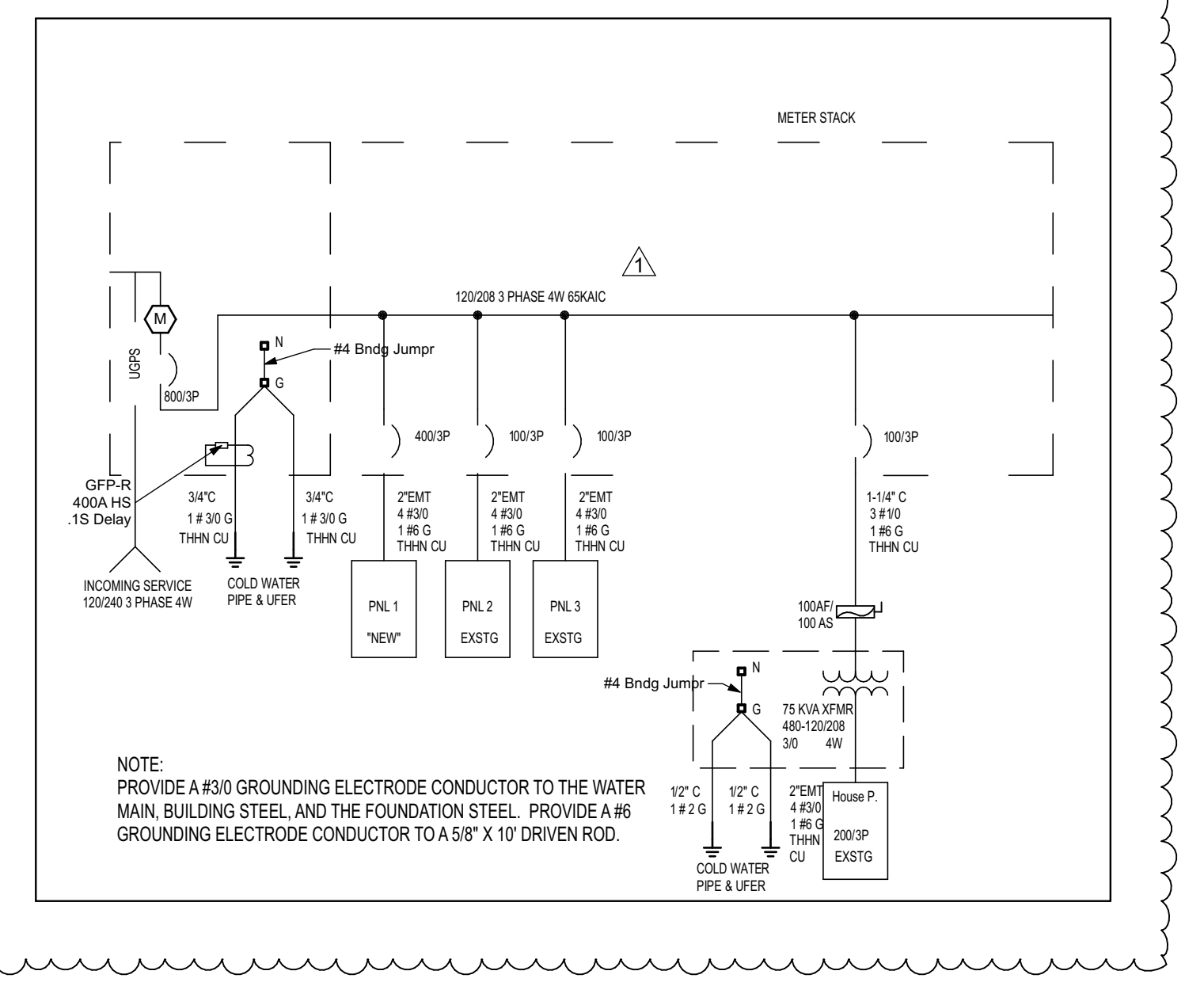
ORDERING INFORMATION All configurations of this product are considered "standard" and have short lead times.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage*	Standard Panel Qty.	Carton Qty.
E02 LED M12	78421814493	Emergency lighting unit	120/277	1.8	124	12

2 EMERGENCY LIGHTING



4 SERVICE GROUND



3 SINGLE LINE

CONSULTANTS

ENGINEERING:
#Structural Engineering
MECHANICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636
ELECTRICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636
CIVIL:
GENERAL CONTRACTOR
Parra Construction

OWNER
Daniel Glubach
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

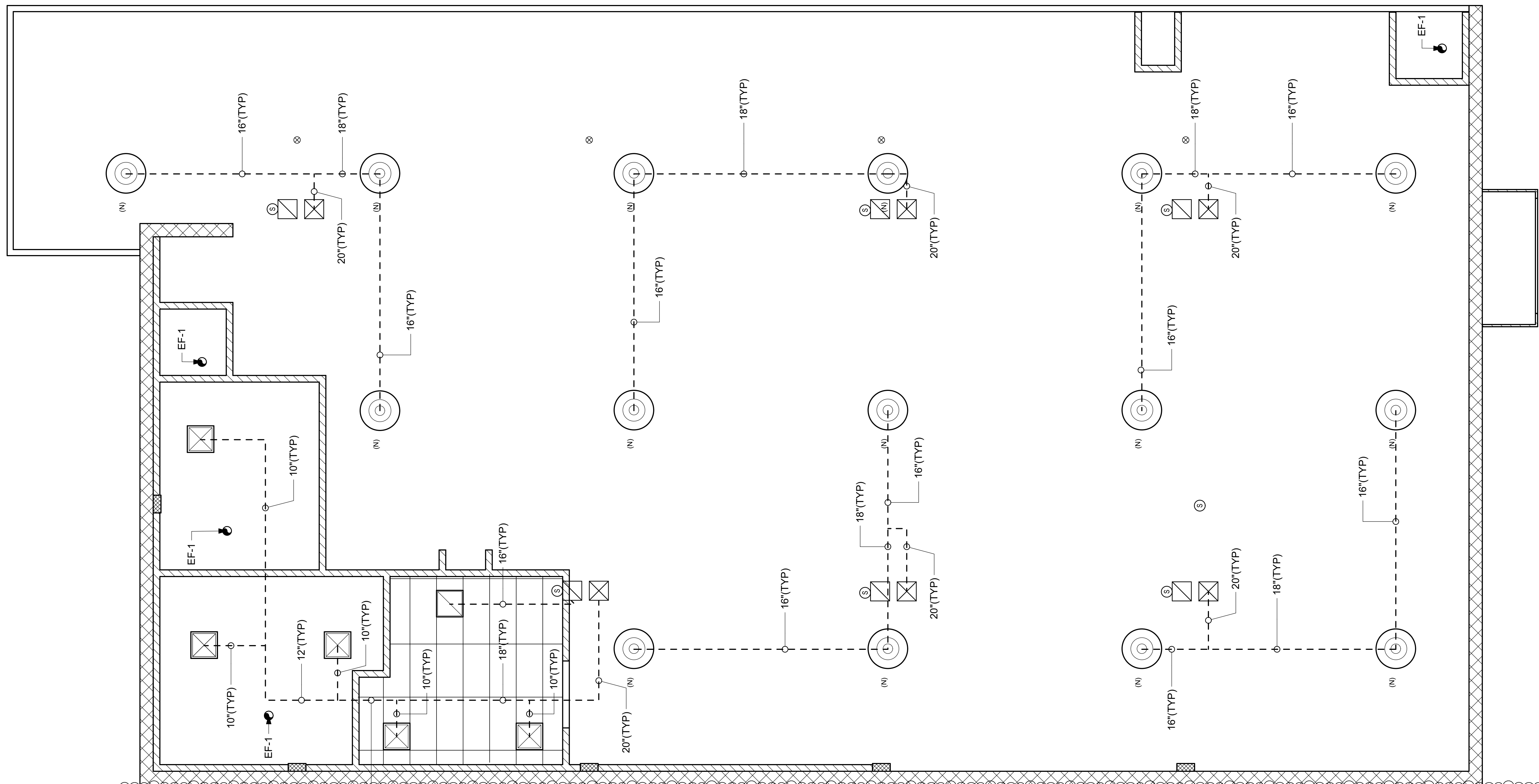


Table 120.1.A.-Minimum Ventilation Rates, Occupancy Category, Disco/Dance Floor. 20 Cubic Feet per minute (CFM) per person, with an outdoor air rate of 0.06 cfm per square foot

Occupancy 274 x 20cfm = 5480 cfm ventilation rate
8400 cfm provided

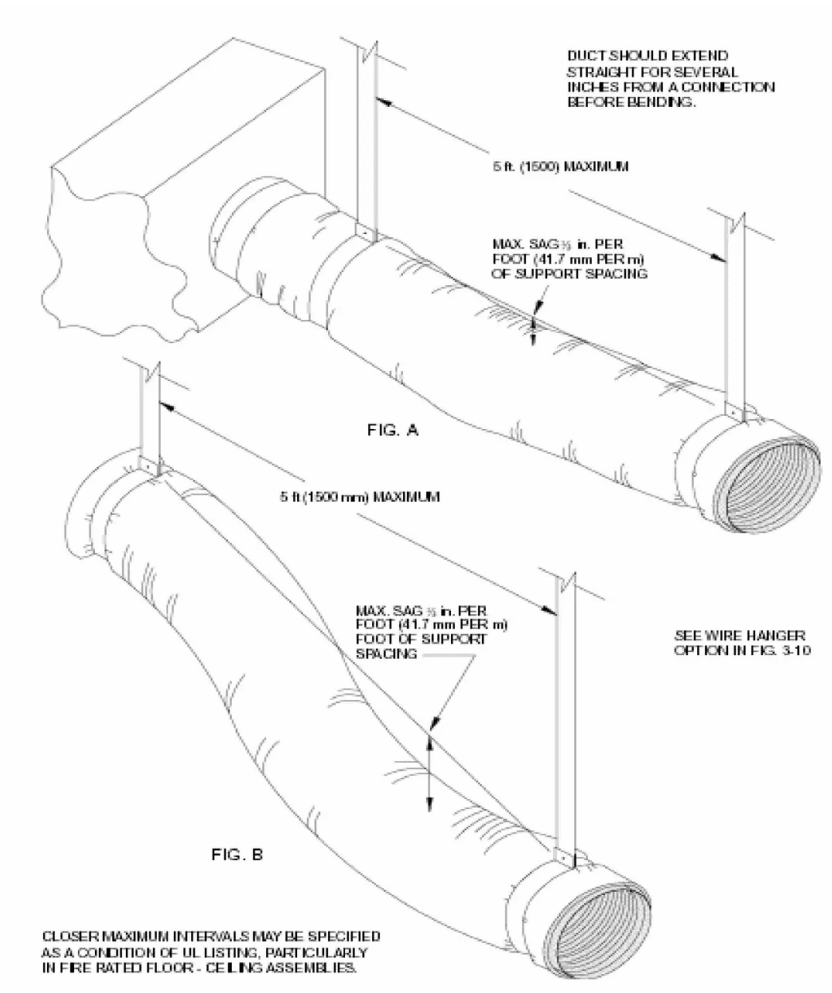
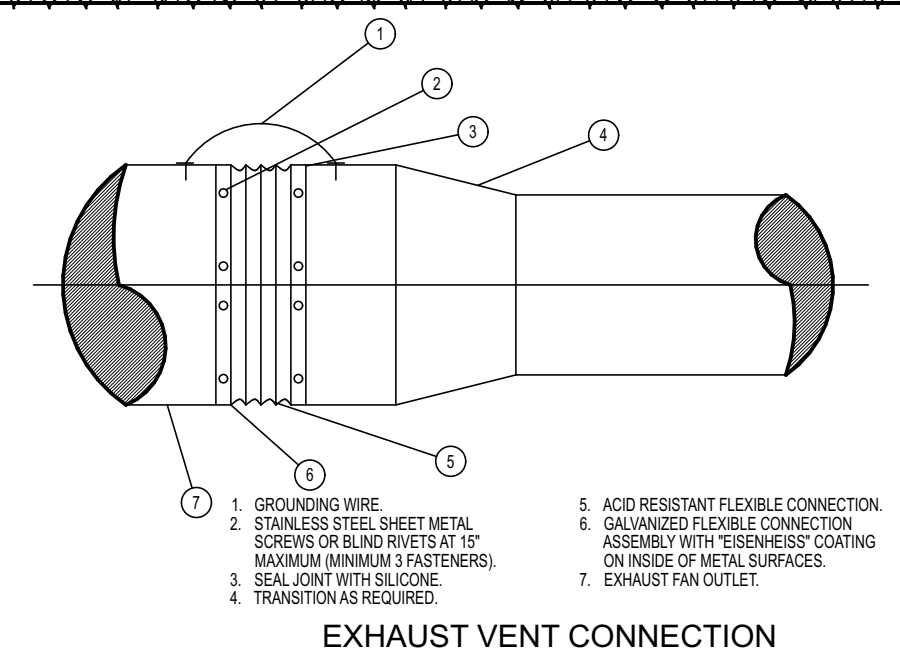


FIGURE 3-9 FLEXIBLE DUCT SUPPORTS

MECHANICAL LEGEND			
	SUPPLY REGISTER		SUPPLY REGISTER
	RECTANGULAR SUPPLY REGISTER SEE PLAN FOR SIZE		EXHAUST FAN WITH LIGHT 27W
	RECTANGULAR RETURN REGISTER SEE PLAN FOR SIZE		RECEPTACLE - WATER PROOF W/ GROUND FAULT INTERRUPTER @ 12" - U.N.O.
	ROUND HARD DUCT SEE PLAN FOR SIZE		SURFACE CONNECTION BOX
	ROUND RETURN REGISTER SEE PLAN FOR SIZE		SMOKE DETECTOR
	PRIMARY AND SECONDARY CONDENSATE DRAIN LINES		



ROUND DUCT HANGER STRAP SIZES:

Duct Diameter	Strap Hangers	Max. Spacing
up to 26"	one 1"x22 Ga.	12Ft.
27"-36"	one 1"x18 Ga.	12Ft.
37"-50"	one 1"x16 Ga.	12Ft.
51"-60"	two 1"x18 Ga.	12Ft.

ROUND DUCT SIZE ESTIMATE			
Flexible Duct		Round Metal Pipe	
Duct Size	Design Airflow	Duct Size	Design Airflow
5"	50	5"	50
6"	75	6"	85
7"	110	7"	125
8"	160	8"	180
9"	225	9"	240
10"	300	10"	325
12"	480	12"	525
14"	700	14"	750
16"	1000	16"	1200
18"	1300	18"	1500
20"	1700	20"	2000

NOTES

- All duct openings and other air distribution component openings shall be protected during storage on the construction site until final start-up with tape, sheet metal, or other acceptable methods to reduce the amount of dust and debris, which may collect in the systems CGBC 5.504.3
- HVAC, refrigeration equipment shall not contain CFC's per CGBC 5.508
- All ducts will have R-8 duct insulation

MECHANICAL EQUIPMENT

	HVAC 1(New)	HVAC 2(New)
MANUFACTURER	CARRIER	CARRIER
MODEL #	50HCQA04	50HCQA06
MCA 208V/230V/3PH/60HZ	50.0	60.0
SEER	13.4	13.4
E.E.R	11	11
CFM	900	1500
N.C.C	3.0 Tons	5.0 Tons
WEIGHT	400 lbs.	610 lbs.
H x W x D	59" x 89" x 50"	59" x 89" x 50"
FUSE	50	60
THERMOSTAT	SETBACK PROGRAMMABLE	
OA VENTILATION	YES	YES
POWER EXHAUST ECONOMISER and c02 SENSR		
FILTER	MERV 13	
QTY	1	5

LOCAL VENTILATION RATE SUMMARY
BATHROOM FAN FLOW (EF-1) = 80 CFM
NUMBER OF NEW BATHROOMS = 2
DUCT SIZE = 4 INCHES
MAXIMUM ALLOWABLE
DUCT LENGTH = 70 FT

05/10/24	
MARK	DATE DESCRIPTION
SCALE:	1/4" = 1'-0"
PROJECT NO:	03282024
MODEL FILE:	VMP Event Center. 04.11.24 V27.pln
DRAWN BY:	Bob Sipovac
CHK'D BY:	#Contact Full Name
COPYRIGHT	Sipovac Construction Inc.
SHEET TITLE	
Mech Plan	
Thursday, August 22, 2024	
M-1	
SHEET	22 OF 25

CONSULTANTS

ENGINEERING:
#Structural Engineering

MECHANICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

ELECTRICAL:
Sipovac Construction Inc.
72-651 Theodora Lane
Palm Desert, CA 92260
760-567-2347
CSLB # 581636

CIVIL:

GENERAL CONTRACTOR
Parra Construction

OWNER
Daniel Glubach
175 E Main St.
Morgan Hill, 95037
760-567-2347
APN # 603-310-005
LEGAL ADDRESS :
POR SEC 32 T5S R8E

▲	05/10/24	

MARK	DATE	DESCRIPTION

SCALE: 3/16" = 1'-0"

PROJECT NO: 03282024

MODEL FILE: VMP Event Center. 04.11.24 V27.pln

DRAWN BY: Bob Sipovac

CHK'D BY: #Contact Full Name

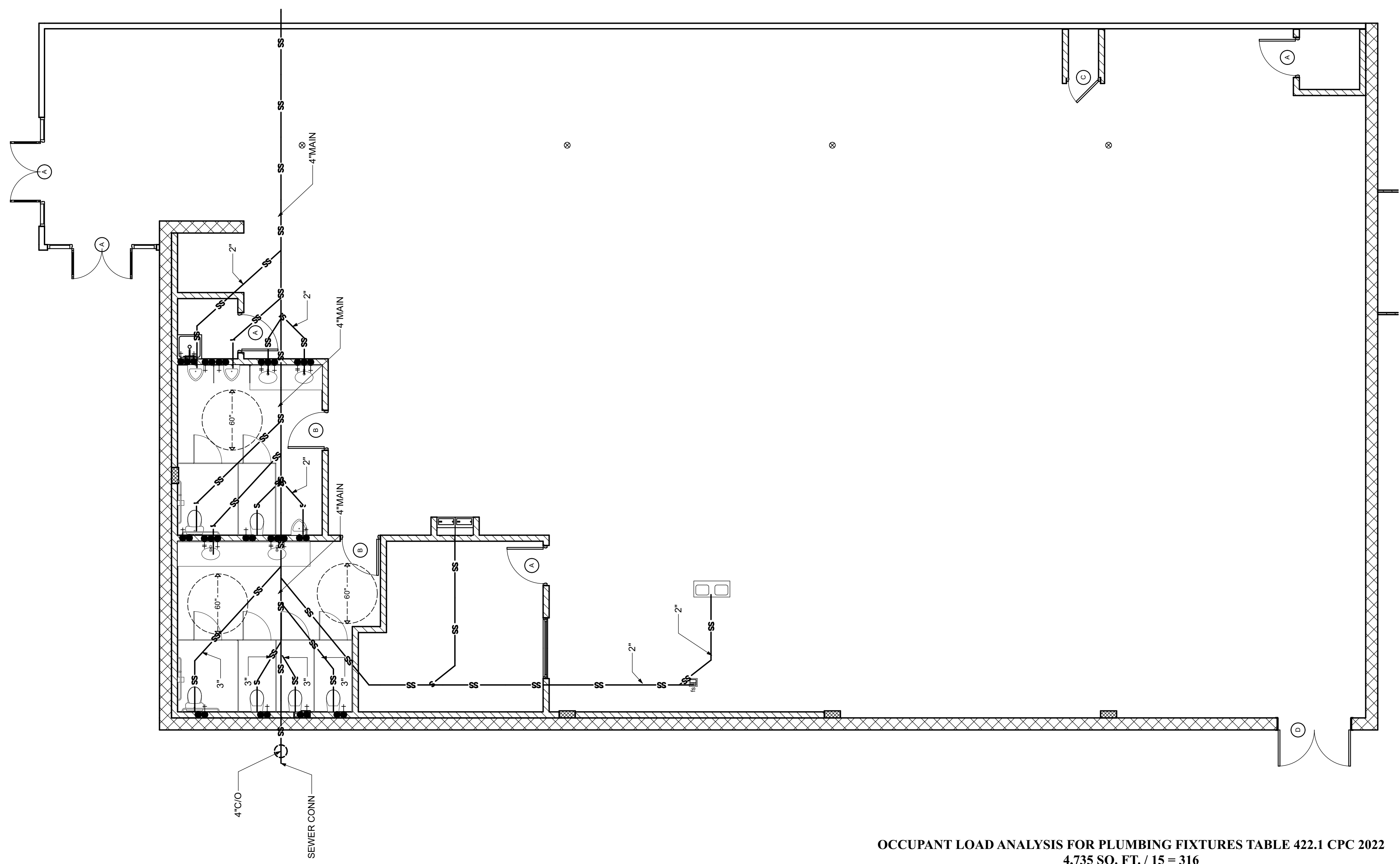
COPYRIGHT
Sipovac Construction Inc.

SHEET TITLE
Plumbing Plan

Thursday, August 22, 2024

P-2

SHEET 24 OF 25



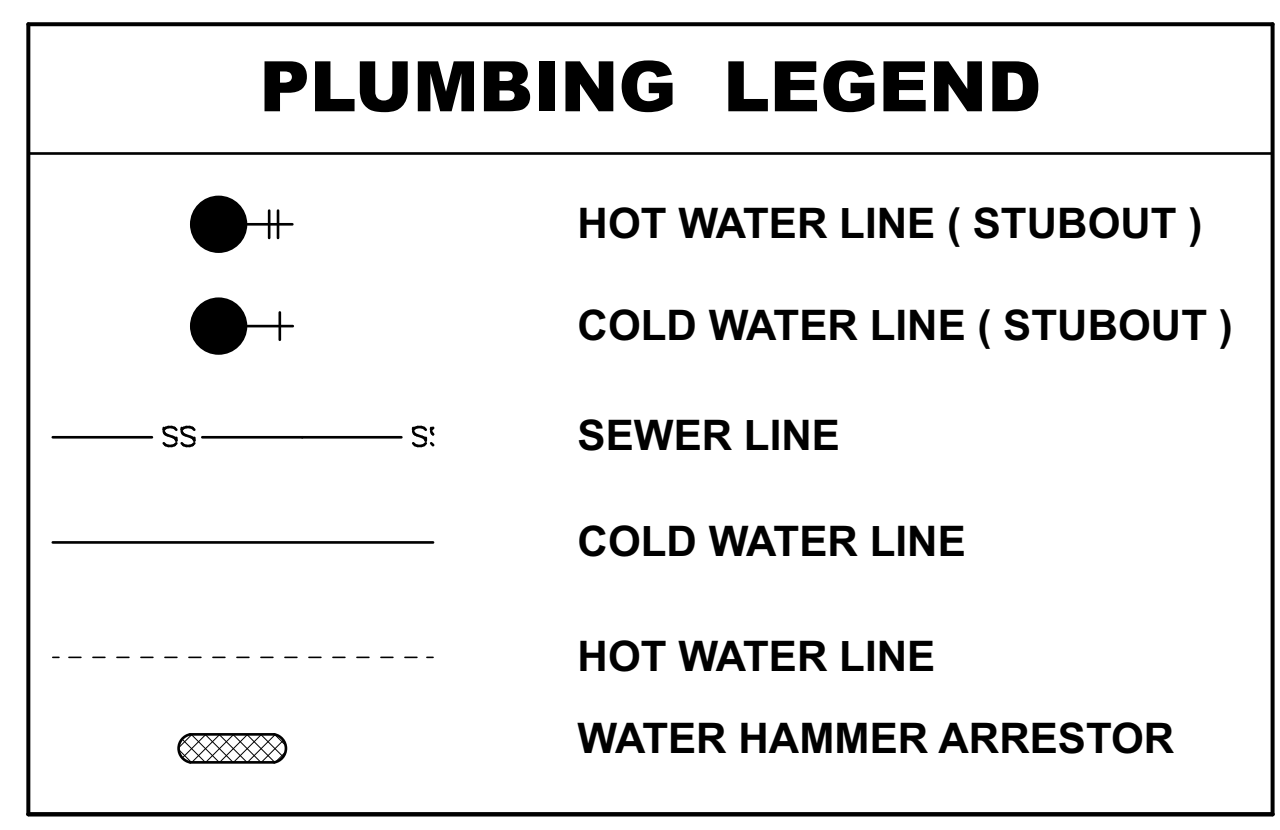
PLUMBING SCOPE OF WORK
 1. 2 RESTROOMS,
 1. MOP SINK
 1. WATER FOUNTAIN
 1. FLOOR SINK

OCCUPANT LOAD ANALYSIS FOR PLUMBING FIXTURES TABLE 422.1 CPC 2022
 4,735 SQ. FT. / 15 = 316
 158 MALE, 158 FEMALE
 MALE: 3 TOILETS, 3 LAVATORY 2 URINALS 2
 FEMALE: 4 TOILETS, 2 LAVATORY

- Notes**
- To maintain slope of horizontal drainage piping, double combination fitting is not permitted to install in horizontal position. As an alternative, two combination wye & 1/8 bend fittings may be used.
 - Water closet bowls for public use shall be of the elongated type.
 - New or repaired potable water systems shall be disinfected prior to use according to the method set in Section 609.9 of the Plumbing Code
 - All plumbing fixtures and fixture fittings shall meet the standards referenced in Table 5.503.6
 - Any water system provided with a check valve or a back flow prevention device shall be provided with an approved, listed, adequately sized pressure expansion tank or other device for intermittent operation for thermal expansion control.
 - All public restrooms hot water supply is provided with water tempering device that conforms to ASSE 1070 to limit water temperature to 110 F.
 - Each vent shall terminate not less than 10 feet from, or not less than 3 feet above, any openable window/skylight, door, opening, air intake, or not less than 3 feet in every direction from any lot line. (CPC906.2)
 - Hot water piping is required to be insulated as follows: 1" pipe size or less: 1" thick insulation, larger pipe size require 1 1/2" thick insulation. Table 120.3-A. ES120.3
 - Maximum flush volumes and flow rates: Water closet - 1.28 gallons per flush (blowout type exempt); Faucets - 0.5 gallons per minute (sink and lavs) CPC section 403.0

MAXIMUM FIXTURE FLOW RATES

FIXTURE TYPE	MAXIMUM FLOW RATE
Water closets	1.28 gallons/flush
Urinals (wall mounted)	0.125 gallons/flush
Urinals (floor mounted)	0.5 gallons/flush
Showerheads	1.8 gpm @ 80 psi
Lavatory faucets-nonresidential	0.5 gpm @60 psi
Kitchen faucets	1.8 gpm @ 80 psi
Metering faucets	0.2 gallons/cycle



all domestic (i.e. potable) hot water piping will have a minimum insulation for the following pipe sizes: 1/2" pipe (1/2" insulation); 3/4" pipe (1" insulation); 1" - 1 1/2" pipes (1 1/2" insulation); 2" pipes are larger (2" insulation). CPC 609.11 & ES 150.0(j)

- FUEL GAS 1308.5.1 Materials**
Pipe, fittings, valves, or other materials shall not be used again unless they are free of foreign materials and have been ascertained to be approved for the service intended. [NFPA 54:5.6.1.2]
- FUEL GAS 1308.5.1.1 Other Materials**
Material not covered by the standards specifications listed herein shall be investigated and tested to determine that it is safe and approved for the proposed service and, in addition, shall be recommended for that service by the manufacturer and shall be acceptable to the Authority Having Jurisdiction. [NFPA 54:5.6.1.3]
- 308.5.2 Metallic Pipe**
Cast-iron pipe shall not be used. [NFPA 54:5.6.2.1]
- 1308.5.2.1 Steel and Wrought-Iron**
Steel and wrought-iron pipe shall be not less than standard weight (Schedule 40) and shall comply with one of the following standards:
 1. ASME B36.10
 2. ASTM A53
 3. ASTM A106 [NFPA 54:5.6.2.2]
- 1308.5.2.2 Copper and Copper Alloy**
Copper and copper alloy pipe shall not be used where the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet (scf) of gas (0.7 mg/100 L).
 Threaded copper, copper alloy, or aluminum alloy pipe shall not be used with gases corrosive to such material.
- 1308.5.2.3 Aluminum Alloy**
Aluminum alloy pipe shall comply with ASTM B241 (except that the use of alloy 5456 is prohibited) and shall be marked at each end of each length indicating compliance. Aluminum alloy pipe shall be coated to protect against external corrosion where it is in contact with masonry, plaster, insulation, or is subject to repeated wettings by such liquids as water, detergents, or sewage. [NFPA 54:5.6.2.5]
 Aluminum alloy pipe shall not be used in exterior locations or underground. [NFPA 54:5.6.2.6]
- 1308.5.3 Metallic Tubing**
Seamless copper, aluminum alloy, or steel tubing shall not be used with gases corrosive to such material. [NFPA 54:5.6.3]
- 1308.5.3.1 Steel**
Steel tubing shall comply with ASTM A254. [NFPA 54:5.6.3.1]
- 1308.5.3.2 Copper and Copper Alloy**
Copper and copper alloy tubing shall not be used where the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 scf of gas (0.7 mg/100 L). Copper tubing shall comply with standard Type K or L of ASTM B88 or ASTM B280.
- 1308.5.3.3 Aluminum Alloy**
Aluminum alloy tubing shall comply with ASTM B210 or ASTM B241. Aluminum alloy tubing shall be coated to protect against external corrosion where it is in contact with masonry, plaster, insulation, or is subject to repeated wettings by such liquids as water, detergent, or sewage. Aluminum alloy tubing shall not be used in exterior locations or underground. [NFPA 54:5.6.3.3]
- 1308.5.3.4 Corrugated Stainless Steel**
Corrugated stainless steel tubing shall be listed in accordance with CSA LC-1. [NFPA 54:5.6.3.4]
- 1308.5.4 Plastic Pipe, Tubing, and Fittings**
Polyethylene plastic pipe, tubing, and fittings used to supply fuel gas shall be in accordance with ASTM D2513. Pipe to be used shall be marked "gas" and "ASTM D2513." [NFPA 54:5.6.4.1]
- 1308.5.4.1 Regulator Vent Piping**
Plastic pipe and fittings used to connect regulator vents to remote vent terminations shall be PVC in accordance with UL 651. PVC vent piping shall not be installed indoors. [NFPA 54:5.6.4.2]

TABLE 701.2 MATERIALS FOR DRAIN, WASTE, VENT PIPE AND FITTINGS

MATERIAL	UNDERGROUND DRAIN, WASTE, VENT PIPE AND FITTINGS	ABOVEGROUND DRAIN, WASTE, VENT PIPE AND FITTINGS	BUILDING SEWER PIPE AND FITTINGS	REFERENCED STANDARDS/DRAINAGE/PIPE	REFERENCED STANDARDS/FITTINGS
ABS (Schedule 40)	X	X	X	ASTM D2061, ASTM D2689*	ASTM D2061, ASTM D2689*
Cast-Iron				ASTM A74, ASTM A888, CSFI 301	ASME B16.12, ASTM A74, ASTM A888, CSFI 301
Co-Extruded ABS (Schedule 40)	X	X	X	ASTM F428	ASTM D2061, ASTM D2689*
Co-Extruded Composite (Schedule 40)	X	X	X	ASTM F1488	ASTM D2061, ASTM D2689*, ASTM F794*, ASTM F1866
Co-Extruded PVC (Schedule 40)	X	X	X	ASTM F891, ASTM F1760	ASTM D2061, ASTM F794*, ASTM F1336*, ASTM F1866
Copper and Copper Alloys (Type DWV)	X	X	X	ASTM B43, ASTM B75, ASTM B251, ASTM B302, ASTM B306	ASME B16.23, ASME B16.29
Galvanized Malleable Iron		X			ASME B16.3
Galvanized Steel		X		ASTM A53	
Polyethylene		X		ASTM F714, ASTM E894	
PVC (Schedule 40)	X	X	X	ASTM D1785, ASTM D2065, ASTM F794*	ASTM D2065, ASTM F794*, ASTM F1866
PVC (Sewer and Drain)			X	ASTM D2729	ASTM D2729
PVC FPM			X	ASTM D3034	ASTM D3034
Stainless Steel 304		X		ASME A112.3.1	ASME A112.3.1
Stainless Steel 316L	X	X	X	ASME A112.3.1	ASME A112.3.1
Virgin Clay (Extra strength)			X	ASTM C700	ASTM C700

* For building sewer applications.

TABLE 604.1 MATERIALS FOR BUILDING SUPPLY AND WATER DISTRIBUTION PIPING AND FITTINGS

MATERIAL	BUILDING SUPPLY PIPE AND FITTINGS	WATER DISTRIBUTION PIPE AND FITTINGS	REFERENCED STANDARD(S) PIPE	REFERENCED STANDARD(S) FITTINGS
Copper and Copper Alloys	X	X	ASTM B42, ASTM B43, ASTM B75, ASTM B88, ASTM B152, ASTM B251, ASTM B302, ASTM B447	ASME B16.15, ASME B16.18, ASME B16.22, ASME B16.26, ASME B16.97, ASME B16.51, ASSE 1061
CPVC	X	X	ASTM D2846, ASTM F441, ASTM F442, CSA B137.6	ASSE 1061, ASTM D2846, ASTM F441, ASTM F438, ASTM F439, ASTM F1970, CSA B137.6
CPVC-AL-CPVC	X	X	ASTM F2855	ASTM D2846
Ductile-Iron	X	X	AWWA C151	ASME B16.4, AWWA C110, AWWA C153
Galvanized Steel	X	X	ASTM A53	
Malleable Iron	X	X		ASME B16.3
PE	X†		ASTM D2239, ASTM D2737, ASTM D3035, AWWA C901, CSA B137.1	ASTM D2069, ASTM D2083, ASTM D2124, ASTM F1055, CSA B137.1
PE-AL-PE	X	X	ASTM F1282, CSA B137.9	ASTM F1282, ASTM F1974, CSA B137.9
PE-AL-PEX	X	X	ASTM F1986	ASTM F1986
PE-RT	X	X	ASTM D2231, ASTM F1085, ASSE 1061, ASTM F1807, ASTM F2098, ASTM F2159, ASTM F2735, ASTM F2769, CSA B137.18	ASTM D2231, ASTM F1085, ASSE 1061, ASTM F1807, ASTM F2098, ASTM F2159, ASTM F2735, ASTM F2769, CSA B137.18
PEX ^{1/2}	X	X	ASSE 1061, ASTM F877, ASTM F1807, ASTM F1960, ASTM F1961, ASTM F2080, ASTM F2159, ASTM F2735, CSA B137.5	ASSE 1061, ASTM F877, ASTM F1807, ASTM F1960, ASTM F1961, ASTM F2080, ASTM F2159, ASTM F2735, CSA B137.5
PEX-AL-PEX ³	X	X	ASTM F1281, CSA B137.16, ASTM F2362	ASTM F1281, ASTM F1974, ASTM F2362, CSA B137.16
PP	X	X	ASTM F2389, CSA B137.11	ASTM F2389, CSA B137.11
PVC	X†		ASTM D1785, ASTM D2241, AWWA C900	ASTM D2446, ASTM D2446, ASTM D2467, ASTM F1970, AWWA C907
Stainless Steel	X	X	ASTM A209, ASTM A312	

Note:
 † For building supply or exterior cold-water applications, not for water distribution piping.
 ‡ For brass fittings only.
 § Where PEX tubing is placed in soil and is used in potable water systems intended to supply drinking water to fixtures or appliances, the tubing or piping shall be approved with a material approved for potable water use in soil or other material that is impermeable to solvents or petroleum products.
 ¶ PEX tubing shall meet or exceed the requirements of ASTM F876-2015 or an equivalent or more stringent standard when used in continuously recirculating hot water systems and the PEX tubing is exposed to the hot water 100% of the time.
 †† For BSIC, DSA-SS, DSA-SSCC & HDCl The use of PEX-AL-PEX in potable water supply systems is not adapted.

SECURITY SAFETY PLAN

MINIMUM REQUIRED SECURITY SCHEDULE

Events that exceed 50 guests are required to meet the minimum total required security officers required per the Security Plan Schedule. Any events that exceed 250 guests, are required to provide 1 additional security guard per every additional 50 guests. When occupant load reaches 250 or more, a minimum of 1 security guard shall be provided or more to ensure the egress path of travel is clear.

Daytime Special Event Rental Security Plan Schedule

	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm
Parking Lot	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2
Main Entrance	2	2	2	2	2	2	2	2	2
Interior	2-4	2-4	2-4	2-4	2-3	2-3	2-3	2-4	2-4
Minimum Total Security Required	5	5	5	5	5	5	5	5	5

Night-time Nightclub/Special Event/Live Event Security Plan Schedule

	8pm	9pm	10 pm	11pm	12am	1am	2am	3am
Parking Lot	1-2	1-2	1-2	1-2	1-2	1-2	1-2	1-2
Main Entrance	2	2	2	2	2	2	2	2
Interior	2-4	2-4	2-4	2-4	2-4	2-4	2-4	2-4
Minimum Total Security Required	5	5	5	5	5	5	5	5

SECURITY PLAN NARRATIVE

PARKING LOT AND ACCESS CONTROL:

There will be visible Security Officers that will be on site monitoring the parking lot area 1 hour prior to guest arriving. Once guests park, the patrol officer will make sure guests do not litter or linger around the parking lots for a long period of time, as we want to prevent any incidents in the parking lot area (all guests will be directed to the main entrance). Upon guests' arrival to the main entrance, they will be greeted by a minimum of 2 more Security officers who will proceed to thoroughly search each guests before entering the premises.

ACCESS TO THE EVENT:

Security Officers will be at the main entrance of the building greeting each guest. As the guest begin to arrive to the main entrance, the Officers will make a uniform line, keeping the guest away from the vehicle traffic. Each guest will be thoroughly searched by hand, and with a metal detector, including purses/bags on guest. All guests age will be verified by government issue ID or DL before granting access to the building. Officers will also have a counter to control the building capacity of guest.

INTERIOR SECURITY:

Once the guests arrive inside of the building. They will encounter more Security Officers roaming the building floor, monitoring the emergency exits, and back entrance to control guest access and prevent any unwanted and/or unmonitored access to the building. Once the peak hours of the event hit and the outside traffic has slowed down, one of the officers of the main entrance will go in the building to assist in crowd control and prevention of any incident inside the event (monitoring all guest activity in the building floor as well as the restrooms). This will leave a Patrol Officer monitoring the parking lots with emergency amber lights and one main entrance Officer to control access and monitor guest leaving the building, this will prevent any alcoholic beverages outside the building. There will be a total of 4 Officers roaming the interior of the event.

IN CASE OF AN EMERGENCY:

In case of any non-life-threatening emergency, our Security Officers are trained to do their best at deescalating any situation the fastest way possible. Our security Officers will always be aware of each other's locations in case of back up needed. In case of a life-threatening or significant emergency one of our Officers has the duty of contacting 911 and relaying all the information as it is happening to the correct authorities and until law enforcement, fire and/or EMS arrives. During this time the rest of the Officers will be trying to deescalate any situation and assisting with crowd control. Once Law Enforcement, Cal Fire and/or EMS arrives, the Security Officers will assist them in whatever they need.

FURTHERMORE, PREVENTION OF INCIDENTS:

Security Officers will do their best to have every single guest out of the building 5 minutes before closing time (2:00am). At the closing time at (2:00am), officers will ensure guests leave the building and security will monitor until (3:00am) on special event nights Thursday through Sunday. At this time 2 Officers will be in the patrol vehicle driving around with amber emergency lights monitoring the parking lot. They will be urging the guest to leave the property as soon as possible to prevent them from loitering in the parking lot and to prevent any further incident at the location. The rest of the officers will be in the front of the building monitoring guest activity and urging guest to leave as soon as possible and to assist patrol officers in case of any incident. Our main objective is to keep our guest and staff safe and our location free of any negative incidents. We want to have all guest away from the building and out of the parking lot as fast as possible to prevent any incidents. Also, in the event any of our guest and/or staff

creates any negative issues (as small as they might be) while inside or outside our establishment, they will be denied access after that.

VMP Nightclub & Event Center will work with Police Department to ensure the safety of all guest

VMP Nightclub & Event Center will work with Police Department for any incidences of concern by the police. This may include contracting with the Police Department for any excessive patrols which may require conditions of approval to be reconsidered by the City Council.

Security Safety Plan Presented By:

Security Safety Plan Agreed By:

VMP Events Center _____

Planter Total Req's:
10 Shrubs or Flowers
10 Trees
(10) missing plants

Planter Total Req's:
17 Shrubs or Flowers
3 Shade Tree
(8) missing plants

Planter Total Req's:
5 Shrubs or Flowers
1 Shade Tree

Planter Total Req's:
8 Shrubs or Flowers
1 Shade Tree
(5) missing plants

Planter Total Req's:
8 Shrubs or Flowers
1 Shade Tree
(5) missing plants

Planter Total Req's:
8 Shrubs or Flowers
1 Shade Tree
(1) missing Plant

Planter Total Req's:
8 Shrubs or Flowers
1 Shade Tree
(1) missing Shade Tree

Planter Total Req's:
8 Shrubs or Flowers
1 Shade Tree
(7) missing plants

Planter Total Req's:
7 Shrubs or Flowers
1 Shade Tree

Planter Total Req's:
5 Shrubs or Flowers

Planter Total Req's:
22 Shrubs or Flowers
2 Shade Tree
(7) missing plants

Landscape Req's:
3/4" California Gold decorative gravel required for landscape common areas adjacent to Cesar Chavez Street.

3/4" California Gold decorative gravel, or in combination with D.G. is required for landscape medians within the Parking Lot.

See Attached Plant Legend.



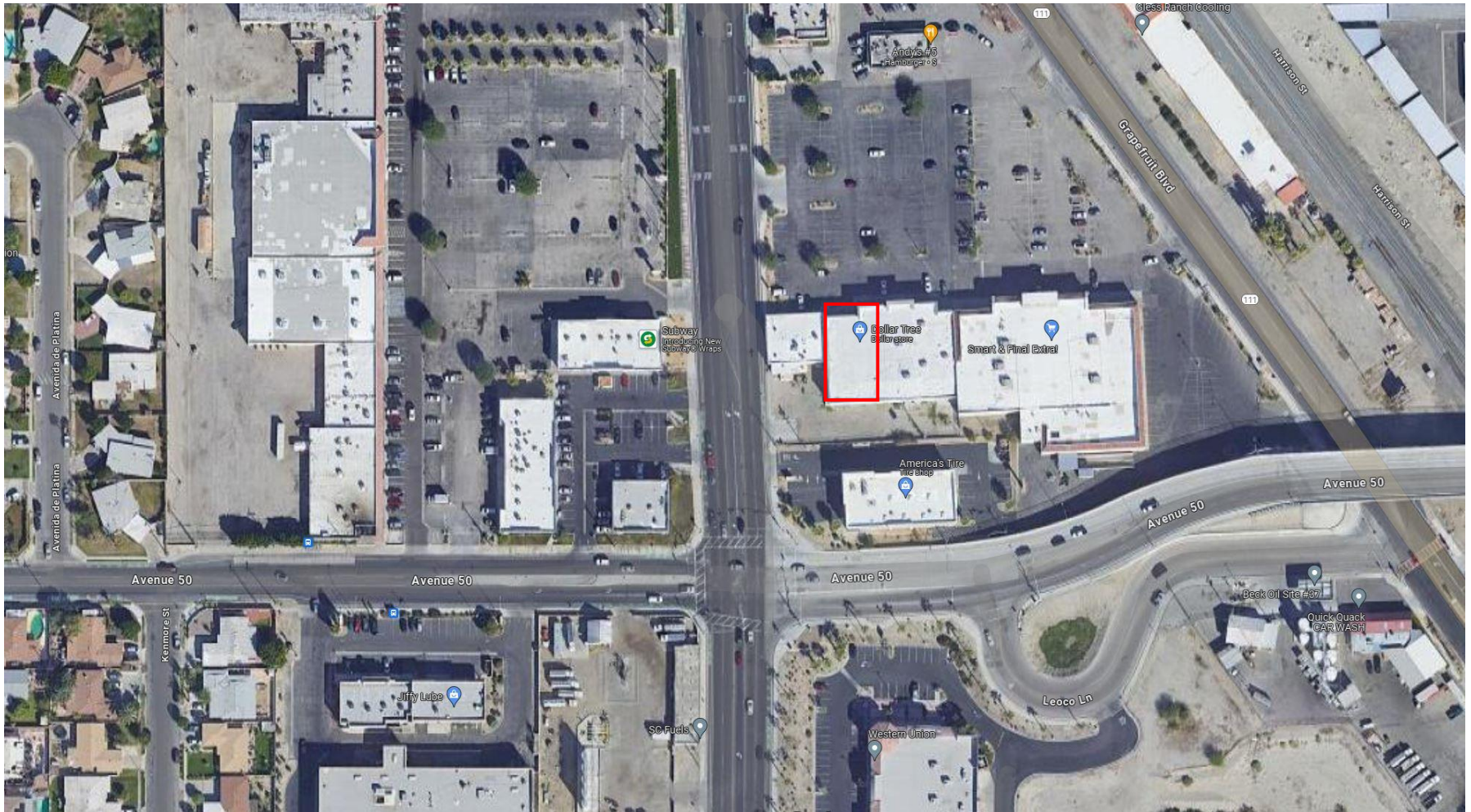


New Landscape Required:
Minimum 10 foot wide landscape planter up to new ADA ramp.
Irrigation Required
Minimum of (6-8) shrubs or flowers.
Minimum of (1) Shade Tree

Landscape Legend

Drought Tolerant Desert Landscaping is required within on and off-site landscaping for the area as described in the attached Landscape Exhibit. Below are a list of landscape materials permitted within on and off-site landscape areas:

- Bougainvillea shrubs
- Red Yucca
- Agave
- Fruitless Olive Tree
- Other high quality desert landscape materials to be approved by Development Service Director of Public Works Director.



Vicinity Map



Front Elevation

Parking Lot Condition





Rear Entrance at Cesar Chavez Street





Landscape Condition



Parking Lot Landscaping



Cesar Chavez Street Landscape Areas



Property owned by property owner.

Property owned by a separate property owner.

Cesar Chavez Street

Avenue 50



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Table 1 – On-Sale Alcohol Licenses

On-Sale Alcohol License within Census Tract 9404			
	Business Name	Address	License Type
1	FRATERNAL ORDER OF EAGLES AERIE NO 2594	46425 TYLER ST	51 (Club)
2	FRATERNAL ORDER OF EAGLES AERIE NO 2594	46425 TYLER ST	58 (Special On-Sale General)
3	SPOTLIGHT 29 CASINO	46200 HARRISON ST	47 (On-Sale General – Eating Place)
4	SPOTLIGHT 29 CASINO	46200 HARRISON ST	68 (Portable Bar License)
5	SPOTLIGHT 29 CASINO	46200 HARRISON ST	77 (Event Permit)
6	SPOTLIGHT 29 CASINO	46200 HARRISON ST	58 (Caterer's Permit)
7	TAQUERIA ALLENDE	49715 HARRISON ST	41 (On-Sale Beer and Wine – Eating Place)
8	SANTA FE RESTAURANT	46425 TYLER ST	47 (On-Sale General – Eating Place)
9	ASADERO LOS CORRALES	46425 TYLER ST	41 (On-Sale Beer and Wine – Eating Place)
10	EASTERN BUFFET	49939 HARRISON ST	41 (On-Sale Beer and Wine – Eating Place)
11	PIZZA HUT	46200 HARRISON ST	41 (On-Sale Beer and Wine – Eating Place)
12	CARNITAS LA PIEDAD RESTAURANT INC	49625 US HIGHWAY 86	41 (On-Sale Beer and Wine – Eating Place)
13	CARNITAS LA PIEDAD RESTAURANT INC	49625 US HIGHWAY 86	58 (Caterer's Permit)
14	MARISCOS GUAMUCHIL INC	49405 GRAPEFRUIT BLVD	47 (On-Sale General – Eating Place)
15	TACO SHOP 760 CORP	48975 GRAPEFRUIT BLVD, STE 3	58 (Caterer's Permit)
16	TACO SHOP 760 CORP	48975 GRAPEFRUIT BLVD, STE 3	47 (On-Sale General – Eating Place)
17	LA NORIA FONDA CENADURIA AND CAFÉ INC	49613 CESAR CHAVEZ ST	41 (On-Sale Beer and Wine – Eating Place)
18	MARISCOS EL PATRON	84400 INDIO BLVD	47 (On-Sale General – Eating Place) <i>(SUSPENDED)</i>
19	MI LINDO SINALOA	49291 GRAPEFRUIT BLVD, STE 2	58 (Caterer's Permit) <i>(SURRENDERED)</i>
20	MI LINDO SINALOA	49291 GRAPEFRUIT BLVD, STE 2	47 (On-Sale General – Eating Place) <i>(SURRENDERED)</i>

*Surrendered licenses are counted by ABC towards the concentration of ABC licenses.



STAFF REPORT
9/25/2024

TO: Planning Commission Chair and Commissioners

FROM: Gabriel Perez, Development Services Director

SUBJECT: Adopt Ordinance No. 1213 (Zoning Ordinance Amendment No. 22-09) 1st Reading to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses and development standards for the R-E, Residential Estate District, Chapter 17.12 of the Coachella Municipal Code. City-Initiated.

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 1213 for first reading, by title only, to adopt Ordinance No. 1213 to amend Coachella Municipal Code (C.M.C.) Chapter 17.12 to modify zoning district permitted uses and development standards for the Residential Estate District.

BACKGROUND:

On December 14, 2022 Planning Division staff identified to the Coachella City Council a work program to update the Coachella Municipal Code Title 17, Zoning, to streamline the development review process, create more flexibility in development standards, and modify Zoning Ordinance to address new changes required by State Law. Staff has identified Code Amendments as follows:

- Sidewalk Vending: Adopt amendments to address SB 946 allowing cities, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street if requirements are directly related to objective health, safety, or welfare concern.
- Housing Law Updates: Revise residential zoning standards to address new State housing law related to flexibility for construction of accessory dwelling units (ADUs) and SB 9 (Atkins) that requires cities to apply a ministerial review process for eligible development of up to two principal dwelling units on a parcel in a single-family residential zone.
- Residential Front Yard Structures: Revise requirements for residential front yards that would permit certain structures to encroach into the front yard setback such as covered vehicle canopies over residential driveways.
- Parking Standards: Revise commercial parking requirement to be commensurate with parking standards in surrounding Coachella Valley cities and allow for applicant initiated parking studies as a method to identify projected parking demand for proposed uses and reduce parking below minimum parking requirements if warranted. Staff will further

evaluate the merits of eliminating minimum parking requirements.

- Sign Ordinance: Revise sign ordinance to only permit freestanding signs in association with multi-tenant commercial centers. The existing sign ordinance permits a 25-foot high freestanding sign for any business.
- Special Events: Establish a new permitting mechanism for a range of allowable special events in the Zoning Ordinance.
- Residential Block Walls: Revise residential development standards to allow for front yard obscuring block walls in the front yard that would accommodate courtyards and front yard pools subject to aesthetic performance standards.
- Commercial Landscape Maintenance: Revise requirements for commercial landscape maintenance responsibilities to ensure landscape areas subject to approved landscape plans are maintained in a first class condition.
- Architectural Review Permit Findings: Currently no findings are identified in the Zoning Ordinance for the approval of Architectural Review permits.
- Minor Variances: Modify minor variance provisions that allow for administrative variances to allow for more flexibility from a numeric development standard by as much as 20% without strict variance findings.
- ADU Ordinance: Relocate ADU regulations as its own separate chapter in the municipal code and update the ordinance to comply with State ADU requirements. Revise ADU regulations to clarify approval, parking, and architectural requirements.

Staff proposed amendments to Coachella Municipal Code chapters 17.11, 17.12, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76 and Adding Chapter 17.21 to modernize the Coachella Municipal Code, allow greater flexibility in development standards, improve aesthetics of residential neighborhoods and commercial centers, streamline the development review process, and establish performance standards for energy efficiency and heat island reduction. The Planning Commission recommended approval to the City Council of amendments to Chapter 17.12 only as Ordinance No. 1213 and requested that the amendments to the other Chapters be studied further in a Planning Commission study session.

DISCUSSION/ANALYSIS:

Planning staff prepared the following code amendments to the Coachella Municipal Code Chapter 17.12 to update the Residential Estate District to ensure agricultural uses are not considered a nonconforming use and allow for lodging uses that are consistent with the agricultural character of many properties that would be zoned Residential Estate. Lodging uses would require that agricultural production is maintained on-site consistent with the standards of the new Riverside County Rancho Ordinance including the preservation of date palms that are iconic representations of the City of Coachella and celebrate the City's unique agricultural heritage. The modifications to the R-E zone are outlined below.

R-E Residential Estate Chapter 17.12

- Agricultural Uses. Add existing commercial agricultural activity as a permitted use.
- Lodging. Permit bed and breakfast, hotel and resort in an agricultural setting subject to a CUP

approval where forty percent (40%) of the property utilized for agricultural crops with twenty percent (20%) planted with date palms. Associated tourist-related uses such as conference facilities, gift shops, wellness spas, and recreational facilities may be approved with the CUP. (R-E zone only)

- Perimeter Landscape Setback. Established a 10-foot minimum perimeter landscape setback for residential developments and an average 20-foot perimeter landscape setback. This is a common setback for Coachella Valley cities. A shade standard of 30 percent of landscape area is required. (R-R Chapter 17.11, R-E Chapter 17.12, S-N, G-N zones only)

ALTERNATIVES:

- 1) Introduce Ordinance No. 1213 for first reading, by title only, to amend Coachella Municipal Code chapter 17.12 to amend zoning district permitted uses and development standards.
- 2) Introduce Ordinance No. 1213 for first reading, by title only, to amend Coachella Municipal Code chapter 17.12 to amend zoning district permitted uses and development standards with amendments.
- 3) Deny the ordinance.
- 4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1.

Attachments:

1. Ordinance No. 1213 ZOA No. 22-09 Phase 1 Streamline Code Amendments
Exhibit A – Amendments to Code Chapter 17.12

ORDINANCE NO. 1213

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17, ZONING, AMENDING CHAPTER 17.12 RESIDENTIAL ESTATE ZONING DISTRICT PERMITTED USES, DEVELOPMENT STANDARDS AND DEVELOPMENT REVIEW PROCESS. ZONING ORDINANCE AMENDMENT NO. 22-09. CITY-INITIATED (*First Reading*)

WHEREAS, pursuant to the authority granted to the City of Coachella (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, and implement the General Plan.

WHEREAS, based on that analysis, the City Council finds that the Objective Design Standards are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

WHEREAS, on September 4, 2024 the Planning Commission held a duly noticed public hearing to review the project at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

WHEREAS, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance.

WHEREAS, on September 25, 2024 the City Council held a duly noticed public hearing to review the project at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

SECTION 2. Amendment to Municipal Code Title 17, Zoning, is hereby amended as identified in Phase 1 Streamline Code Amendments Exhibit A.

SECTION 3. CEQA Analysis. The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Phase 1 Streamline Code Amendments are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

PASSED, APPROVED, AND ADOPTED this 9th of October, 2024 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos Campos, Best Best & Krieger LLP
City Attorney

Title 17 - ZONING
Chapter 17.12 R-E RESIDENTIAL ESTATE ZONE

Chapter 17.12 R-E RESIDENTIAL ESTATE ZONE¹

17.12.010 Intent and purpose.

This zone is intended to provide for the establishment of residential areas which are to be developed at low density and with reasonable and adequate limitations, safeguards, and controls for the keeping and maintenance of horses in those areas of the city where noncommercial equestrian activities may be an integral part of the neighborhood amenities. This zone implements the Estate Rancho land use designation in the General Plan.

(Prior code § 025.01)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.12.020 Permitted uses.

The following uses are permitted in the R-E (Residential Estate) zone subject to all provisions of this chapter.

A. Primary Uses.

1. Dwellings, single-family detached. No more than one such dwelling shall be permitted on one lot regardless of the size of the lot.
2. Public and private parks.
3. Public Utility Facilities (City-initiated).
4. Existing commercial agricultural activity consistent with California Civil Code "Right to Farm Act."

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use.

1. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).
2. Accessory structures, non-habitable, including private garages or carports, garden greenhouses, recreation rooms, pool bathhouses, or private stables and swimming pools.
3. Keeping of horses with the following specifications:
 - a. Minimum Lot Area. Twenty thousand (20,000) square feet.
 - b. Minimum Lot Area Per Horse. Five thousand (5,000) square feet.
 - c. No stable, shelter or corral shall be located within thirty-five (35) feet of any dwelling or other building used for human habitation.

¹Editor's note(s)—Ord. No. 1204, § 3(Exh. A.1), adopted July 26, 2023, repealed Ch. 17.12, §§ 17.12.010—17.12.030 and renumbered Ch. 17.14, §§ 17.14.010—17.14.030 as Ch. 17.12, §§ 17.12.010—17.12.030 as set out herein. The historical notation has been retained with the amended provisions for reference purposes. Former Ch. 17.12, pertained to the A-T Agricultural Transition Zone and derived from Prior code §§ 020.01—020.03; Ord. No. 1171, § 6, adopted Aug. 25, 2021.

- d. Horses are kept or maintained for the private use of the family residing on the premises, except that a maximum of two horses owned by residents in the neighborhood may be boarded.
- 4. Parking facilities, such as cars, trucks, and vehicles owned by persons residing on the premises.
- 5. Home occupations, subject to the provisions of Section 17.58.010.
- 6. Pens and other shelter for domestic, noncommercial animals and pets. Such shelter shall not be nearer than thirty-five (35) feet from any building used for human habitation.
- 7. Permitted Signs. Only the following signs shall be permitted:
 - a. One unlighted identification sign not to exceed eight square feet in area.
 - b. One unlighted sign pertaining to the rental, sale or lease of the premises, not to exceed twelve (12) square feet in area. Such sign shall be located not less than ten (10) feet from any property line.
- 8. The growing of field crops, trees, vegetables, fruits, berries and nursery stock, including wholesaling of crops produced upon the premises.
- 9. Restaurant as an accessory use associated with growing of field crops, trees, vegetables, fruits, berries and farm stands.
- C. Conditional Uses. The following uses may be permitted in the RE zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.
 - 1. Clubs and lodges, private, nonprofit when site fronting on an arterial street.
 - 2. Public and private golf courses.
 - 3. School, private, nonprofit.
 - 4. Farm stands.
 - 5. Bed and Breakfast
 - 6. Hotel and Resort in accordance with a master plan where forty percent (40%) of the property utilized for agricultural crops with twenty percent (20%) planted with date palms.
 - D. Tourist-Related Uses. The following uses are permitted only where integrated with and clearly incidental to a resort use approved through a conditional use permit.
 - 1. Those uses which can be shown to make up a resort experience, which may include, but are not necessarily limited to conference and convention facilities, recreational facilities, restaurants, bar and cocktail lounge, wellness spa, gift shops, country clubs and golf courses and community event facilities including, but not limited to primarily outdoor events including anniversary, celebrations, ceremony, wedding ceremony and/or receptions, birthday, quincenera, sweet-sixteen event, baby shower, holiday party, graduation, fundraiser for a charitable non-profit organization or farm-to-table event.

Formatted: Indent: Left: 0.31", Hanging: 0.34"

Formatted: Indent: Left: 0.69", Hanging: 0.31"

(Prior code § 025.02; Ord. No. 1171, § 7, 8-25-21)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

(Supp. No. 26)

Created: 2024-06-26 08:27:36 [EST]

17.12.030 Property development standards.

The following standards of development shall apply in the R-E (Residential Estate) Zone:

- A. Residential Density.
 1. Minimum Density. One dwelling unit/acre.
 2. Maximum Density. 2.2 dwelling unit/acre.
- B. Lot Requirements.
 1. Minimum Lot Area. Twenty thousand (20,000) square feet.
 2. Minimum Lot Width. One hundred (100) feet.
 3. Minimum Lot Depth. One hundred (100) feet.
- C. Yard Requirements.
 1. Building Setback. A building setback of not less than sixty (60) feet from the center line of any street, public or private, or not less than twenty (20) feet from the established street line of any street shall be maintained.
 2. Side Yard. Each lot shall have side yards of at least twenty (20) feet in width.
 3. Rear Yard. Each lot shall have a rear yard of at least twenty-five (25) feet.
- D. Height Limits.
 1. The maximum height of the primary structure shall be two-and-one-half stories or thirty-five (35) feet, whichever is less.
 2. The maximum height of accessory buildings or structures shall be seventeen (17) feet except that the maximum height of accessory buildings or structures incidental to agricultural pursuits as permitted in Section 17.10.020 shall be equal to one-half the distance of such building or structure from any property line.
 3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).
- E. Off-Street Parking. Off-street parking shall be provided for, subject to the requirement of Section 17.54.010 of this title.
- F. Landscape setback. The minimum perimeter landscape setback for projects without building frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Shade tree plantings shall be installed to provide shade of 30 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings.
- G.F. Architectural Review. All development in the R-E (Residential Estate) Zone, is subject to architectural review as set forth in Section 17.72.010 of this title.
 1. Mobilehomes are subject to the architectural review process as set forth in Section 17.72.010 of this title.
 2. All mobilehomes subject to this review process shall be certified under the National Mobilehome Construction and Safety Act of 1974; and permanent foundations shall be approved by the

Formatted: Indent: Left: 0.33", Hanging: 0.35"

building official; and roof material, roof overhang and exterior finish materials shall be the same as typically used on conventional single-family structures.

- 3. All mobilehomes shall be compatible with surrounding development.
- 4. All mobilehomes subject to the same development standards that apply to a conventional single-family dwelling.

(Prior code § 025.03)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)