



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

# AGENDA

OF A REGULAR MEETING  
OF THE  
CITY OF COACHELLA

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING  
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, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY  
AND COACHELLA PARKS AND RECREATION

**January 24, 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><b>If you would like to attend the meeting via Zoom, here is the link:</b></p> <p><a href="https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09">https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09</a>  Or One tap mobile : 16699006833,,88457271898#,,,,*606140#  Or Telephone:  US: +1 669 900 6833  <b>Webinar ID: 884 5727 1898</b>  <b>Passcode: 606140</b></p> <p><b>Spanish:</b> El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- 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](mailto: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](http://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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (1)  
Title: City Manager  
Title: City Attorney
2. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency Representative: City Attorney  
Unrepresented Employee: City Manager
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)  
One (1) Potential Case

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

**PLEDGE OF ALLEGIANCE:**

**CLOSED SESSION ANNOUNCEMENTS:**

**PROCLAMATIONS/PRESENTATIONS:**

4. Recognition of CYSAS Soccer League Cal South State Tournament Champions
5. Proclamation Presented to Maria Arcos
6. Presentation on Eligible Uses of CDBG FY 2024-25 Funding
7. Pre-approved Accessory Dwelling Unit (ADU) Program Launch
8. Presentation on the 2024 Special Event Calendar

**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.)

9. Regular Meeting Minutes of December 13, 2023, 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
10. Investment Report September 30, 2023
11. Investment Report – October 31, 2023
12. Department Quarterly Reports
13. Construction Contract with Demo Unlimited, Inc. in the amount of \$177,069.84 plus 10% contingency for the Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93.
14. Authorize a Community-Based Grant to Support 4 Paws, Inc., in the Amount of \$1,000 to Support its No-Cost Microchip and Vaccine Clinic for Owned Animals
15. Approve vehicle leases for FY 2023/24 with Enterprise Fleet Management Inc.

Approve vehicle surplus listing and replacement for 2023/2024.

Authorize the City Manager to approve the Lease Rate Quotes for: seven (7) Ford F-150 units, two (2) Ford Escapes, one (1) Toyota Camry sedan and one (1) Passenger Van from Enterprise Fleet Management, Inc.

Authorize FY 23/24 appropriation of \$160,329.20 for safety lighting and lease payments of 11 (eleven) new units.
16. Amendment Number Two to the Reimbursement Agreement with the Coachella Valley Association of Governments and Appropriate \$29,881 From General Fund for Avenue 48 Arts and Music Line Project, City Project ST-140
17. Authorize City Manager to Approve Park Shade Award Proposals With USA Shade and Appropriate Funds to Allow for Award Totaling \$158,757.40 From Unallocated General Funds to the Parks Division
18. Proposal for Engineering Services in the Amount of \$119,800.00 for the Extension of Both Sewer and Water Facilities along Avenue 51 & Avenue 52 Within the Proposed Western Service Annexation Area
19. Declare 2007 Fire Truck and 2004 Fire Truck Surplus Units; Authorize Staff to Publicly Auction These Units to the Highest Bidder
20. Approve a New Lease Between the City of Coachella and Sunline Transit Agency for 51260 Cesar Chavez Street; Authorizing City Attorney to Make Minor Non-Substantive Changes

- [21.](#) Proposal for Coachella Sanitary District Tyler Street Capacity Improvements for on-call Professional Services with Dudek in the amount of \$142,808.00
- [22.](#) Approve Amendment No. 1 to West Coast Arborists increasing compensation by \$32,000 for the pruning and vegetation removal at the city owned property located at 89711 Peter Rabbit Lane, Coachella; approve allocation from undesignated general fund reserves to the building maintenance division for \$57,000.
- [23.](#) Authorize a Sponsorship in the Amount of \$5,000 to the DAP Health – 30th Annual Steve Chase Humanitarian Awards
- [24.](#) Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of January 24, 2024, \$4,525,756.50

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

- [25.](#) Amendment No. 1 to the Employment Agreement between the City of Coachella and Dr. Gabriel Martin
- [26.](#) Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.
- [27.](#) Authorize the City of Coachella City Manager to Finalize and Execute a Memorandum of Understanding Between the City of Coachella and the Twenty Nine Palms Mission Indians for Establishment of Dillon Road Maintenance Area, and, Approve Installation of a New Signalized Intersection on Dillon Road Serving the Main Entrance to the 29 Palms Coachella Complex
- [28.](#) Approve Updating the Days and Times of the Community Field Use Program

**PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):**

NONE

**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](http://www.coachella.org).

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

# 2024 Special Event Calendar

- ▶ February 10<sup>th</sup> Community Clean-up & HHW
- ▶ March 2<sup>nd</sup> Day of the Young Child
- ▶ March 9<sup>th</sup> Community Clean-up
- ▶ March 17 Suavecito Sunday
- ▶ March 23 Coachella Mariachi Festival
- ▶ March 26 Cesar Chavez Day (Tentative)
- ▶ March 28 Senior Inspiration Awards
- ▶ April 6<sup>th</sup> Arbor Day
- ▶ April 20<sup>th</sup> Farmchella
- ▶ May 3-24<sup>th</sup> May Movies in the Park Series (Fridays)
- ▶ July 3 Fourth of July Event
- ▶ Sept 14/15 El Grito
- ▶ Oct 4-25 October Movies in the Park Series (Fridays)
- ▶ Oct 12<sup>th</sup> Community Clean-up & HHW
- ▶ Oct 19<sup>th</sup> Tacos, Tequila and Chavelas Festival
- ▶ Nov 2<sup>nd</sup> Run With Los Muertos
- ▶ Nov 9<sup>th</sup> Veterans Pancake Breakfast
- ▶ Nov 9<sup>th</sup> Synergy
- ▶ Nov 16<sup>th</sup> Community Clean-up
- ▶ Dec 4<sup>th</sup> Tree Lighting
- ▶ Dec 6<sup>th</sup> Holiday Parade
- ▶ Dec 12<sup>th</sup> Volunteer of the Year
- ▶ Dec 12<sup>th</sup> Our Lady of Guadalupe Pilgrimage



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# MINUTES

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COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

**December 13, 2023**  
5:00 PM – CLOSED SESSION  
6:00 PM – REGULAR MEETING

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

**ROLL CALL:**

Present: Councilmember Dr. Figueroa, Councilmember Virgen, Councilmember Delgado, Mayor Pro Tem Galarza, and Mayor Hernandez (Councilmember Virgen and Mayor Hernandez arrived during Closed Session)

City Clerk Zepeda, City Treasure Aviles via Zoom

**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: Councilmember Delgado

Approved: 3-0, Unanimous roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: Councilmember Virgen and Mayor Hernandez

**PUBLIC COMMENTS (CLOSED SESSION ITEMS):**

None

**ADJOURN TO CLOSED SESSION:**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (1)  
Title: City Manager  
Title: City Attorney
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: APN No. 763-131-078  
Agency Negotiator: Gabriel Martin, City Manager  
Negotiating Parties: Industrial Way Properties  
Under Negotiation: Price and Terms of Payment
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
In re: Aqueous Film-Forming Foams Products Liability Litigation  
Case No. 2:18-mn-2873-RMG

- 4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 778-170-011 and 778-180-004  
Agency Negotiator: City Manager and Public Works Director  
Negotiating Parties: Peter Rabbit Farms Inc.  
Under Negotiation: Price and Terms
- 5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 778-170-005  
Agency Negotiator: City Manager and City Engineer  
Negotiating Parties: Jose Jesus and Carmen Espinoza  
Under Negotiation: Price and Terms
- 6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 778-170-009  
Agency Negotiator: City Manager and City Engineer  
Negotiating Parties: Jamie R. and Betty A. Zepeda.  
Under Negotiation: Price and Terms

**RECONVENE REGULAR MEETING: - 6:06 P.M.**

**PLEDGE OF ALLEGIANCE:**

The Coachella Youth Football Little Arabs led the pledge of allegiance. Mayor Hernandez moved the order of the agenda by moving item 10 to 7.

**CLOSED SESSION ANNOUNCEMENTS:**

The City Manager stated that there was no reportable action taken.

- 7. Coachella Youth Football Little Arabs Proclamation

**COUNCIL REORGANIZATION:**

- 8. Nomination for the Position of Mayor Pro Tem

Subsequent Motion: To appoint Councilmember Delgado

Made by: Councilmember Delgado

Seconded by: Councilmember Dr. Figueroa

Approved: The motion failed 3-2, by the following roll call vote:

AYES: Councilmember Delgado, Councilmember Dr. Figueroa

NOES: Councilmember Virgen, Mayor Pro Tem Galarza, Mayor Hernandez

ABSTAIN: None

ABSENT: None

Motion: To appoint Councilmember Virgen

Made by: Mayor Pro Tem Galarza

Seconded by: Mayor Hernandez  
Approved: 3-2, by the following roll call vote:

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

**PROCLAMATIONS/PRESENTATIONS:**

- 9. California Natural Resources Agency Presentation on the Salton Sea Management Program
  - 10. Coachella Resident Engagement Academy Update
- Councilmember Galarza stepped away from 6:40 to 6:41 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.)

- 11. Regular Meeting Minutes of November 8, 2023, 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
- 12. Investment Report – August 31, 2023
- 13. Adopt Resolution No. 2023-75 Authorizing State of California Cannabis Equity Act Grant Funding
- 14. Adopt Resolution No. 2023-76 Approving a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2023-24 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of \$267,405 for the City of Coachella Home Enhancement Program
- 15. Construction Contract with The Public Restroom Company in the Amount of \$998,100 for the Procurement and Installation of the Pre-Fab Buildings for the Bagdouma Park Restroom Projects– City Projects P-30 & P-32, CDBG Projects 4.CO.25-21 & 4.CO.27-22
- 16. Adopt Resolution No. 2023-78 Approving Final Parcel Map No. 37758
- 17. Adopt Resolution No. 2023-79 Authorizing the Purchase of Right of Way for Conveyance of Real Property from Nika Royal, LLC For a Sales Price of \$35,000 Consisting of Parcel “A” Lying in Parcel 4 of Lot Line Adjustment Recorded March 16, 1992 as Instrument No. 88259 in The City of Coachella, County of Riverside, State of California for the Avenue 50 Widening Project, City Project ST-93 (APN:768-163-001)



- 18. Adopt Resolution No. 2023-80 Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Banning, Beaumont, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Palm Springs, Perris, City of Riverside, Temecula, and the County of Riverside, California, Concerning the Distribution of 2023 Justice Assistance Grant (JAG) Fund Awards and the Administration and Use of Such Funds
- 19. Recommend Approval of the Restated Memorandum of Understanding for Library Operations at the Coachella Library and Coachella Library Annex Between the City of Coachella and County of Riverside
- 20. Adopt Resolution No. 2023-82 Approving Towing Services for Inoperable and Abandoned Vehicles Pursuant to the City’s Abandoned Vehicle Abatement Program
- 21. Voucher Listing- EFT's/Utility Billing Refunds/FY 2023-24 Expenditures as of December 13, 2023, \$4,503,709.30
- 22. Approve and Authorize the City Manager to Execute a Professional Services Agreement with Deaztlan Consulting for Media, Video and Event Production Services in the Amount of \$27,500

Motion: To approve the Consent Calendar

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Virgen

Approved: 5-0, by the following roll call vote:

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

NOES: None

ABSTAIN: Mayor Hernandez abstained from item 19

ABSENT: None

**NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

- 23. Reimbursement Agreement with Coachella Valley Association of Governments (CVAG) in an Amount of \$825,000, Service Agreement with the County of Riverside in an Amount of \$825,000, and Authorize Appropriation of \$50,000 from Fund 127 (Street DIF) for the Design and Construction of the Airport Blvd. Bridge Replacement Project, City Project ST-141

To approve staff recommendation.

Made by: Mayor Hernandez

Seconded by: Councilmember Galarza

Approved: 5-0, by the following roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

24. Establishment of an Equity and Social Justice Ad Hoc Subcommittee

To approve staff recommendation.

Made by: Mayor Hernandez  
Seconded by: Councilmember Figueroa  
Approved: 5-0, by the following roll call vote:

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

25. Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with the American Planning Association California Executive Board for Planning Technical Assistance from the Community Planning Assistance Team (CPAT)

To approve staff recommendation.

Made by: Councilmember Galarza  
Seconded by: Mayor Pro Tem Virgen  
Approved: 5-0, by the following roll call vote:

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

26. Adopt Resolution No. 2023-77 Authorizing the Amendment of the Cannabis Social Equity Program to Align with the State of California Equity Act

To adopt Resolution No. 2023-77.

Made by: Mayor Hernandez  
Seconded by: Mayor Pro Tem Virgen  
Approved: 5-0, by the following roll call vote:

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

27. Ordinance No. 1207 Increasing City Council Compensation Pursuant to Senate Bill 329 (First Reading)

Motion: To approve the Consent Calendar

Made by: Mayor Hernandez

Seconded by: Mayor Pro Tem Virgen

Approved: 5-0, by the following roll call vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

**PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):**

NONE

**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.

None

**REPORTS AND REQUESTS:**

Council Comments/Report of Miscellaneous Committees.

Mayor Hernandez congratulated the residents and the City because tomorrow is a big day. A few members of the city council are heading to Sacramento to receive \$29 million coming to Coachella for the Transformative Climate Change Community Grant. He congratulated Celina Jimenez. This was a two-year effort. City Manager Martin deserves acknowledgment too because he created a staff that is getting good at going after other people’s moneys. He also thanked Maritza Martinez on the community meetings and the parade. Mayor Hernandez excused himself from the meeting at 7:10 p.m.

Councilmember Figueroa was excited to attend the parade last week. He was invited to the Bobby Duke winter beginning band concert and to a soccer team posada. It was great seeing the community come out. They had questions about the Las Flores Ranch Park that he will share with staff. He attended a Mosquito Vector Control meeting yesterday and some mosquitoes are still around. He is looking forward to what comes next in the new year. It should be an exciting time attending the CTCC in Sacramento tomorrow.

Councilmember Delgado said that there are a lot of good things happening in the State of California with many organizations coming together. She has participated in many of these conversations. She attended the NALCO Health Institution and shared that before about how they build healthier communities. The City of Coachella has proved that they are on the way. She was invited to an Energy Summit in Las Vegas and they had great panels regarding energy as well as discussion regarding workforce development. United spoke about the path

to hydrogen. She missed the Senior Volunteer of the Year but attended the parade and had a lot of fun. She was officially added to the Executive Director's Team for the California League of Cities representing Riverside County. She is excited to see the Equity Committee getting started. Congratulation to the Executive Team for their commitment especially going after these grants. Congratulations to Celina Jimenez. Along with her colleagues, she will be in Sacramento and echoed her colleagues' comments about the community engagement. They should have listening sessions and consider other ways of engaging. Great job to Gabriel Perez and Anahi Fernandez on the resident engagement academy. She wished everyone a Merry Christmas and a Happy New Year.

Councilmember Galarza wished everyone Happy Holidays and thanked staff for a great year working in partnership with the Council. The fruits of the labor is paying out. Congratulation to staff for working with the community and partners and receiving that grant. He is unable to go to Sacramento because he has other obligations. They are welcoming a Grants Manager soon who will have big shoes to fill but he knows they will have great mentors. Congratulations to Mayor Pro Tem Virgen on her appointment.

Mayor Pro Tem Virgen thanked her colleagues for trusting her leadership and her ability to be a good leader in the community and selecting her as the Mayor Pro Tem. She applied to Wild Water Education for Latinos Fellowship Program and she was accepted. She attended the Volunteer of the Year at the Senior Center (Maria Aviles). Coachella has a Panda Express. The parade was long but it was awesome. Happy Holidays, Merry Christmas, and congrats to Celina Jimenez, Maritza Martinez, and everyone on staff. They have done an incredible job and she hopes that staff hears it enough from the Council. Under the City Manager leadership, Gabriel Martin, he is doing a great job.

City Manager's Comments.

With the Coachella Rail Feasibility Study, it will get kicked off the second week of January that will identify three site locations for the future rail. Staff will do a presentation to the Council soon. Staff anticipates completing this by 2025. Staff thanks RCTC for their partnership. Moving forward with the pre-approved ADU plans for residents will be placed on City website mid-January. They will have six different house types. He wished the delegation going to Sacramento the best of luck and congratulated Celina Jimenez and her team for their hard work. He appreciated the Council's kind words. Happy Holidays.

**ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Pro Tem Virgen adjourned the meeting at 7:30 p.m.

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Angela M. Zepeda  
City Clerk



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Ruben Ramirez, Controller

**SUBJECT:** Investment Report – September 30, 2023

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council receive and file the investment report for September of 2023.

**EXECUTIVE SUMMARY:**

On June 28, 2023, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

Pursuant to Section 16 of that policy, the City Treasurer shall provide to the City Council a monthly investment report which provides a clear picture of the status of the current investment portfolio. This report shall include, at a minimum, the following information for each type of investment held in the City’s investment portfolio: the issuer; amount of investment; current market value; yield on investment; income generated from investments; dollar amount invested on all securities, investments and moneys held by the local agency; and shall additionally include a description of any of the local agency’s funds, investments, or programs; and a description of unusual investment activity or developments during the month for which the report is prepared. This information shall be provided for all City and component unit pooled investments, as well as for bond accounts, which are managed by outside Fiscal Agents.

The interest rates presented are the most current rates available as of the date of these reports. The market values presented for pooled City investments are based on closing prices for the related investments as of the date of these reports. This information was obtained from the Wall Street Journal or other reliable sources of market prices.

The Market values presented for investments managed by fiscal agents are based on amounts reported by the fiscal agent on their investment statements. The purchase date and type of investment are not included for funds held by fiscal agents.

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended September 30, 2023. In addition, this report includes detailed information and current activity on individual investments.

All City investments are in compliance with the guidelines established for Authorized Investments as specified in the Investment Policy, Section 8.

There was no unusual investment activity to report.

The City and Districts have sufficient moneys to meet their expenditure requirements for the next six months.

**FISCAL IMPACT:**

None, this report is receive and file only.

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of September 30, 2023  
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 9/30/2023
<b>CASH ON HAND</b>							
Wells Fargo-General Checking	N/A	7,041,571.10	(185,014.21)	-	-	-	6,856,556.89
Sweep Account	4.966%	4,824,658.18	(2,180,642.82)	-	-	-	2,644,015.36
Wells Fargo-Road Maintenance	N/A	171,336.37	64,971.20	-	-	-	236,307.57
Wells Fargo-Gas Tax	N/A	624,089.94	-	-	-	-	624,089.94
Wells Fargo- Payroll Acct	N/A	(96,413.45)	(101,382.07)	-	-	-	(197,795.52)
Petty Cash	N/A	6,000.00	-	-	-	-	6,000.00
<b>Total Cash on Hand</b>		<b>12,571,242.14</b>	<b>(2,402,067.90)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,169,174.24</b>
<b>INVESTMENTS</b>							
State of California - LAIF	2.17%	18,360,373.52	-	-	-	-	18,360,373.52
Investment Management Acct	1.47%	33,512,602.04	-	(137,587.04)	-	-	33,375,015.00
<b>Total Investments</b>		<b>51,872,975.56</b>	<b>-</b>	<b>(137,587.04)</b>	<b>-</b>	<b>-</b>	<b>51,735,388.52</b>
<b>CASH WITH FISCAL AGENT</b>							
US Bank	varies	6,644,681.90	(2,387,770.85)	837.49	-	-	4,257,748.54 ①
Wells Fargo Bank, N.A.	5.83%	445.99	-	1.86	-	-	447.85 ②
Wilmington Trust, N. A.	0.03%	1,175,651.52	-	4,798.69	-	-	1,180,450.21 ③
<b>Total Cash with Fiscal Agent</b>		<b>7,820,779.41</b>	<b>(2,387,770.85)</b>	<b>5,638.04</b>	<b>-</b>	<b>-</b>	<b>5,438,646.60</b>
<b>Grand Total</b>		<b>72,264,997.11</b>	<b>(4,789,838.75)</b>	<b>(131,949.00)</b>	<b>-</b>	<b>-</b>	<b>67,343,209.36</b>

Completed By: Lourdes Marrón-Accountant  
 Reviewed By: Ruben Ramirez- Controller

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of September 30, 2023  
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 9/30/2023
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**CASH WITH FISCAL AGENT**

**US BANK**

**COACHELLA FINANCING AUTHORITY**

**Successor Agency to the Coachella Redevelopments Agency 2014 Series**

A/C #: 6712104701 Debt Service Fund	0.00%	3.32	165.48	3.24	-	-	172.04
A/C #: 6712104702 Interest Account	0.00%	137,256.25	(137,295.60)	39.35	-	-	(0.00)
A/C #: 6712104703 Principal Account	0.00%	440,000.00	(440,126.13)	126.13	-	-	(0.00)
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50

**COACHELLA SANITARY DISTRICT**

**WASTEWATER SERIES 2015A**

A/C #: 6712148601 Bond Fund	0.00%	1,202.11	(1,202.11)	5.33	-	-	5.33
A/C #: 6712148602 Interest Account	0.00%	-	56,087.51	-	-	-	56,087.51
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00

**COACHELLA SANITARY DISTRICT: PROJECT FUND 2011**

A/C #: 6711963500 Project Fund 2011	0.0100%	26,355.88	-	116.79	-	-	26,472.67
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**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of September 30, 2023  
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 9/30/2023
<b>COACHELLA SUCCESSOR AGENCY</b>							
<b>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</b>							
A/C #: 6712071401 Interest Account	0.00%	1.01	103.72	0.99	-	-	105.72
A/C #: 6712071402 Interest Account	0.00%	41,831.25	(41,843.24)	11.99	-	-	0.00
A/C #: 6712071403 Principal Account	0.00%	320,000.00	(320,091.73)	91.73	-	-	0.00
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
<b>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</b>							
A/C #: 6712160601 Debt Service	0.00%	188.56	431.03	8.40	-	-	627.99
A/C #: 6712160602 Interest Account	0.00%	353,568.75	(353,670.11)	101.36	-	-	0.00
A/C #: 6712160603 Principal Account	0.00%	1,150,000.00	(1,150,329.67)	329.67	-	-	0.00
A/C #: 6712160604 Reserve Account	0.00%	2,017,074.78	-	-	-	-	2,017,074.78
<b>COACHELLA LEASE BONDS 2016</b>							
A/C #: 6712179801 Payment Account	0.0000%	593.73	-	2.51	-	-	596.24
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
<b>TOTAL US BANK OF CALIFORNIA</b>		<b>6,644,681.90</b>	<b>(2,387,770.85)</b>	<b>837.49</b>	<b>-</b>	<b>-</b>	<b>4,257,748.54</b> ①

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of September 30, 2023  
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 9/30/2023
<b>WELLS FARGO BANK, N.A.</b>							
<b>GAS TAX BONDS SERIES 2019</b>							
A/C #: 83925300 Debt Service Fund	0.0000%	419.99	-	1.75	-	-	421.74
A/C #: 83925301 Interest Account	0.0000%	7.77	-	0.03	-	-	7.80
A/C #: 83925302 Principal Account	0.0000%	18.23	-	0.08	-	-	18.31
<b>TOTAL WELLS FARGO BANK, N.A.</b>		<b>445.99</b>	<b>-</b>	<b>1.86</b>	<b>-</b>	<b>-</b>	<b>447.85</b>
<b>WILMINGTON TRUST, N. A.</b>							
<b>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</b>							
A/C #: 144613-000 Revenue Account	0.03%	2,613.94	-	10.76	-	-	2,624.70
A/C #: 144613-001 Interest Account	0.03%	50.28	-	0.30	-	-	50.58
A/C #: 144613-002 Principal Account	0.00%	414.20	-	1.80	-	-	416.00
<b>CITY OF COACHELLA 2022A BOND FUND</b>							
A/C #: 154278-000 Bond Fund	1.76%	10,168.60	4,877.07	58.74	-	-	15,104.41
A/C #: 154278-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 154278-004 Project FD Account	1.76%	1,162,995.44	(4,877.07)	4,729.57	-	-	1,162,847.94
<b>CITY OF COACHELLA 2022B BOND FUND</b>							
A/C #: 155657-000 Bond Fund	1.76%	2,023.00	-	8.28	-	-	2,031.28
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
<b>TOTAL WILMINGTON TRUST BANK, N.A.</b>		<b>1,175,651.52</b>	<b>-</b>	<b>4,798.69</b>	<b>-</b>	<b>-</b>	<b>1,180,450.21</b>
<b>TOTAL CASH WITH FISCAL AGENT</b>		<b>7,820,779.41</b>	<b>(2,387,770.85)</b>	<b>5,638.04</b>	<b>-</b>	<b>-</b>	<b>5,438,646.60</b>

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**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	300.10	470,334.36	427,500.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	833.97	1,276,626.79	1,188,000.00
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	132.00	307,903.90	279,048.42
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	268.27	620,311.01	567,098.41
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	730.94	289,661.22	260,365.63
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	819.16	306,824.00	291,789.06
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026		91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	7.17	284,095.18	267,703.14
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	847.72	289,414.51	272,229.69
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	2,658.12	884,091.88	853,601.56
US TREASURY N/B NOTES DTD 04/30/2020 0.500% 04/30/2027		912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	2,322.55	1,020,847.71	957,028.13
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027		9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	3,017.32	1,007,274.49	959,601.51
US TREASURY N/B NOTES DTD 09/30/2022 4.125% 09/30/2027		91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	56.35	497,342.57	489,531.25
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027		91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	5,869.16	343,942.75	332,775.00
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027		91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	2,531.79	1,057,795.85	1,023,395.25

**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>												
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025		91282CDS7	440,000.00	AA+	Aaa	02/17/22	02/18/22	433,004.69	1.69	1,049.18	436,890.97	417,037.50
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025		912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	332.07	132,003.62	124,292.19
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025		912828ZF0	1,330,000.00	AA+	Aaa	07/05/22	07/07/22	1,248,953.13	2.83	18.17	1,285,578.52	1,239,393.75
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	118.17	552,079.22	506,264.06
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	319.36	1,428,124.66	1,368,281.25
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025		91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	3.14	456,194.07	418,528.15
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	366.17	340,550.73	317,242.17
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	428.94	405,554.62	371,626.54
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025		91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	264.65	207,161.21	190,214.05
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	180.06	187,858.20	171,712.50
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	331.69	349,033.53	316,312.50
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	101.09	150,958.70	144,000.00
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026		9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	1,127.75	267,698.28	241,931.25
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	170.58	267,351.04	243,000.00

**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	1,427.85	994,132.70	958,028.13
US TREASURY N/B NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	48.53	489,544.48	469,787.50
US TREASURY N/B NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	19.64	521,791.52	496,296.88
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	6,151.63	418,211.25	400,312.50
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	6,737.50	460,780.18	438,437.50
US TREASURY N/B NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	740,000.00	AA+	Aaa	06/01/23	06/02/23	737,051.56	3.71	9,014.96	737,247.05	709,359.41
US TREASURY N/B NOTES DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	300,000.00	AA+	Aaa	07/06/23	07/10/23	295,054.69	4.37	3,032.61	295,280.59	291,984.36
<b>Security Type Sub-Total</b>		<b>19,805,000.00</b>					<b>18,771,208.79</b>	<b>2.63</b>	<b>51,638.36</b>	<b>19,040,491.36</b>	<b>18,003,709.24</b>
<b>Supra-National Agency Bond / Note</b>											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	132.29	149,984.10	148,875.00
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	33.33	299,927.49	285,527.40
<b>Security Type Sub-Total</b>		<b>450,000.00</b>					<b>449,455.50</b>	<b>0.46</b>	<b>165.62</b>	<b>449,911.59</b>	<b>434,402.40</b>
<b>Municipal Bond / Note</b>											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	2,280.00	190,000.00	190,000.00
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	470.83	200,000.00	189,240.00

**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Municipal Bond / Note</b>											
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	288.66	135,000.00	128,109.60
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	125.80	40,103.32	37,175.60
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	345.95	110,000.00	102,232.90
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	103.07	80,000.00	73,932.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	104.70	40,000.00	36,530.40

**Security Type Sub-Total** **795,000.00** **799,084.70** **1.06** **3,719.01** **795,103.32** **757,220.50**

**Federal Agency Commercial Mortgage-Backed Security**

FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	31,485.86	AA+	Aaa	12/13/19	12/18/19	33,015.88	2.14	87.79	31,637.37	31,129.12
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	111,358.93	106,627.93
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	240,000.00	AA+	Aaa	05/19/23	05/24/23	232,612.50	4.31	669.40	233,376.52	227,307.03
FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027	3137BXOY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.98	967.20	340,277.16	337,804.74
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.97	554.01	193,674.49	191,975.21
FHLMC MULTIFAMILY STRUCTURED P DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	5.01	831.20	299,851.89	297,902.17
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	325,000.00	AA+	Aaa	09/20/23	09/28/23	319,899.78	5.19	1,300.00	319,908.40	317,756.93
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	170,000.00	AA+	Aaa	09/07/23	09/14/23	167,457.65	5.01	658.75	167,481.05	165,037.84

Managed Account Detail of Securities Held

For the Month Ending September 30, 2023

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Commercial Mortgage-Backed Security</b>											
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	274,734.12	AA+	Aaa	07/19/23	07/27/23	274,727.25	4.78	1,093.67	274,727.51	269,608.67
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	328,112.82	319,021.46
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BODE6	345,000.00	AA+	Aaa	07/18/23	07/31/23	339,151.17	4.58	1,204.63	339,352.97	329,636.53
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	190,000.00	AA+	Aaa	09/19/23	09/28/23	189,999.05	5.27	834.73	189,999.22	189,496.01
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	335,014.08	330,333.94
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,001.97	328,932.09
<b>Security Type Sub-Total</b>		<b>3,571,219.98</b>					<b>3,498,639.77</b>	<b>4.77</b>	<b>12,444.71</b>	<b>3,495,774.38</b>	<b>3,442,569.67</b>
<b>Federal Agency Bond / Note</b>											
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	463.89	199,694.89	186,094.60
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	717.71	259,832.92	242,113.56
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	993.75	360,588.54	335,234.16
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	512.50	199,799.89	185,585.20
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	252.78	175,069.65	161,584.33
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	325.00	225,384.34	207,751.27

**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025		594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	698.25	193,946.21	183,566.03
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	144.00	60,170.35	56,991.54
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	216.00	90,255.53	85,487.31
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025		66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	673.99	297,890.09	280,731.15
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025		023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	3,430.00	244,800.96	236,582.54
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	204.38	50,000.00	48,288.45
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	224.81	55,028.40	53,117.30
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025		38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	1,814.06	140,503.30	130,152.42
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025		46647PCH7	115,000.00	A-	A1	05/24/21	06/01/21	115,000.00	0.82	315.87	115,000.00	111,168.43
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 08/10/2021 0.768% 08/09/2025		46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	55.47	50,000.00	47,627.45
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025		110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	207.00	71,654.39	65,315.23



**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Federal Agency Bond / Note</b>											
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	440.55	304,783.67	281,618.40
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	134.90	184,667.14	169,796.33
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	73.13	194,652.77	178,274.07
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	157.50	419,108.08	383,974.92
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	3,712.50	999,745.16	975,974.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	23.75	284,659.96	259,902.05
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	370.00	184,720.68	168,281.92

<b>Security Type Sub-Total</b>		<b>3,995,000.00</b>					<b>3,989,314.50</b>	<b>1.46</b>	<b>8,177.96</b>	<b>3,992,707.69</b>	<b>3,736,184.81</b>
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**Corporate Note**

PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A1	04/02/19	04/04/19	263,146.00	2.69	340.89	260,242.41	256,671.74
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	199.81	114,965.68	111,425.57
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB) DTD 05/04/2017 2.625% 05/15/2024	882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	2,975.00	301,045.20	294,338.40
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	2,365.50	361,572.86	352,649.52
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A1	10/16/20	10/21/20	150,000.00	0.81	529.88	150,000.00	149,069.25

**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026		06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	3,701.72	220,000.00	210,874.18
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	102.92	24,971.88	22,556.95
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027		87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	514.58	124,949.36	112,784.75
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	740.28	200,424.54	178,767.20
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027		06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	1,110.41	285,288.30	268,150.80
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027		00724PAC3	360,000.00	A+	A2	12/13/22	12/15/22	332,316.00	4.20	1,290.00	337,636.32	326,805.12
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027		46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	1,812.07	241,271.32	231,744.76
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027		437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	462.78	333,140.38	320,530.70
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028		46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	378.61	114,382.14	113,311.13
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028		24422EXB0	115,000.00	A	A2	07/11/23	07/14/23	114,828.65	4.98	1,217.56	114,836.06	113,286.50
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028		24422EXB0	135,000.00	A	A2	07/13/23	07/17/23	136,833.30	4.64	1,429.32	136,756.91	132,988.50
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/11/2023 5.250% 09/11/2028		89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	320.83	109,806.75	109,354.19

**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	128.96	400,000.00	399,956.00
<b>Security Type Sub-Total</b>		<b>5,267,000.00</b>					<b>5,224,875.58</b>	<b>2.91</b>	<b>27,604.95</b>	<b>5,200,539.34</b>	<b>5,004,293.11</b>
<b>Certificate of Deposit</b>											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	A	A1	10/27/22	10/31/22	325,000.00	5.44	16,542.95	325,000.00	324,896.68
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	3,256.14	325,000.00	318,171.75
<b>Security Type Sub-Total</b>		<b>650,000.00</b>					<b>650,000.00</b>	<b>5.26</b>	<b>19,799.09</b>	<b>650,000.00</b>	<b>643,068.43</b>
<b>Asset-Backed Security</b>											
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	1,253.75	AAA	NR	01/14/20	01/22/20	1,253.50	1.89	1.05	1,253.69	1,252.14
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	15,307.61	NR	Aaa	02/17/21	02/24/21	15,307.32	0.27	1.15	15,307.50	15,045.02
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	19,550.06	AAA	NR	04/20/21	04/28/21	19,548.00	0.38	3.30	19,549.14	19,164.26
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	11,266.85	AAA	NR	01/20/21	01/27/21	11,264.62	0.34	1.70	11,265.84	10,986.36
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	52,017.41	AAA	Aaa	09/21/21	09/27/21	52,013.27	0.43	9.94	52,015.20	50,304.44
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	34,056.68	AAA	NR	04/13/21	04/21/21	34,049.35	0.52	7.87	34,053.06	33,041.15
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	29,990.36	AAA	NR	11/09/21	11/17/21	29,983.66	0.75	9.86	29,986.45	28,981.73
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,992.99	52,319.27

**Managed Account Detail of Securities Held**

For the Month Ending **September 30, 2023**

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)											
Security Type/Description			S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market
Dated Date/Coupon/Maturity	CUSIP	Par	Rating	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
<b>Asset-Backed Security</b>											
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,956.75	214,326.81
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,985.70	64,483.19
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,985.74	234,191.55
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,925.12	268,522.21
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.23	479.42	274,987.16	274,063.90
<b>Security Type Sub-Total</b>		<b>1,278,442.72</b>					<b>1,278,247.21</b>	<b>4.51</b>	<b>2,294.35</b>	<b>1,278,264.34</b>	<b>1,266,682.03</b>
<b>Managed Account Sub-Total</b>		<b>35,811,662.70</b>					<b>34,660,826.05</b>	<b>2.82</b>	<b>125,844.05</b>	<b>34,902,792.02</b>	<b>33,288,130.19</b>
<b>Securities Sub-Total</b>		<b>\$35,811,662.70</b>					<b>\$34,660,826.05</b>	<b>2.82%</b>	<b>\$125,844.05</b>	<b>\$34,902,792.02</b>	<b>\$33,288,130.19</b>
<b>Accrued Interest</b>											<b>\$125,844.05</b>
<b>Total Investments</b>											<b>\$33,413,974.24</b>



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Ruben Ramirez, Controller

**SUBJECT:** Investment Report – October 31, 2023

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council receive and file the investment report for October of 2023.

**EXECUTIVE SUMMARY:**

On June 28, 2023, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

Pursuant to Section 16 of that policy, the City Treasurer shall provide to the City Council a monthly investment report which provides a clear picture of the status of the current investment portfolio. This report shall include, at a minimum, the following information for each type of investment held in the City’s investment portfolio: the issuer; amount of investment; current market value; yield on investment; income generated from investments; dollar amount invested on all securities, investments and moneys held by the local agency; and shall additionally include a description of any of the local agency’s funds, investments, or programs; and a description of unusual investment activity or developments during the month for which the report is prepared. This information shall be provided for all City and component unit pooled investments, as well as for bond accounts, which are managed by outside Fiscal Agents.

The interest rates presented are the most current rates available as of the date of these reports. The market values presented for pooled City investments are based on closing prices for the related investments as of the date of these reports. This information was obtained from the Wall Street Journal or other reliable sources of market prices.

The Market values presented for investments managed by fiscal agents are based on amounts reported by the fiscal agent on their investment statements. The purchase date and type of investment are not included for funds held by fiscal agents.

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended October 31, 2023. In addition, this report includes detailed information and current activity on individual investments.

All City investments are in compliance with the guidelines established for Authorized Investments as specified in the Investment Policy, Section 8.

There was no unusual investment activity to report.

The City and Districts have sufficient moneys to meet their expenditure requirements for the next six months.

**FISCAL IMPACT:**

None, this report is receive and file only.

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of October 31 2023  
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 10/31/2023
<b>CASH ON HAND</b>							
Wells Fargo-General Checking	N/A	6,856,556.89	217,909.45	-	-	-	7,074,466.34
Sweep Account	4.966%	2,644,015.36	(107,653.59)				2,536,361.77
Wells Fargo-Road Maintenance	N/A	236,307.57	90,019.31		-	-	326,326.88
Wells Fargo-Gas Tax	N/A	624,089.94	208,320.23	-	-	-	832,410.17
Wells Fargo- Payroll Acct	N/A	(197,795.52)	9,624.18				(188,171.34)
Petty Cash	N/A	6,000.00	-	-	-	-	6,000.00
<b>Total Cash on Hand</b>		<b>10,169,174.24</b>	<b>418,219.58</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,587,393.82</b>
<b>INVESTMENTS</b>							
State of California - LAIF	2.17%	18,360,373.52		165,566.48	-	-	18,525,940.00
Investment Management Acct	1.47%	33,375,015.00		65,678.54	-	-	33,440,693.54
<b>Total Investments</b>		<b>51,735,388.52</b>	<b>-</b>	<b>231,245.02</b>	<b>-</b>	<b>-</b>	<b>51,966,633.54</b>
<b>CASH WITH FISCAL AGENT</b>							
US Bank	varies	4,257,748.54	92,028.33	123.46	-	-	4,349,900.33 ①
Wells Fargo Bank, N.A.	5.83%	447.85	-	1.80	-	-	449.65 ②
Wilmington Trust, N. A.	0.03%	1,180,450.21	0.00	4,994.54	-	-	1,185,444.75 ③
<b>Total Cash with Fiscal Agent</b>		<b>5,438,646.60</b>	<b>92,028.33</b>	<b>5,119.80</b>	<b>-</b>	<b>-</b>	<b>5,535,794.73</b>
<b>Grand Total</b>		<b>67,343,209.36</b>	<b>510,247.91</b>	<b>236,364.82</b>	<b>-</b>	<b>-</b>	<b>68,089,822.09</b>

Completed By: Lourdes Marrón-Accountant  
 Reviewed By: Ruben Ramirez- Controller

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of October 31 2023  
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 10/31/2023
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**CASH WITH FISCAL AGENT**

**US BANK**

**COACHELLA FINANCING AUTHORITY**

**Successor Agency to the Coachella Redevelopments Agency 2014 Series**

A/C #: 6712104701 Debt Service Fund	0.00%	172.04	0.73	-	-	-	172.77
A/C #: 6712104702 Interest Account	0.00%	(0.00)	(0.02)	0.02	-	-	(0.00)
A/C #: 6712104703 Principal Account	0.00%	(0.00)	(0.07)	0.07	-	-	(0.00)
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50

**COACHELLA SANITARY DISTRICT**

**WASTEWATER SERIES 2015A**

A/C #: 6712148601 Bond Fund	0.00%	5.33	48.25	4.15	-	-	57.73
A/C #: 6712148602 Interest Account	0.00%	56,087.51	(56,087.51)	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00

**COACHELLA SANITARY DISTRICT: PROJECT FUND 2011**

A/C #: 6711963500 Project Fund 2011	0.0100%	26,472.67	-	113.63	-	-	26,586.30
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**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of October 31 2023  
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 10/31/2023
<b>COACHELLA SUCCESSOR AGENCY</b>							
<b>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</b>							
A/C #: 6712071401 Interest Account	0.00%	105.72	0.06	0.39	-	-	106.17
A/C #: 6712071402 Interest Account	0.00%	0.00	(0.01)	0.01	-	-	0.00
A/C #: 6712071403 Principal Account	0.00%	0.00	(0.05)	0.05	-	-	0.00
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50
<b>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</b>							
A/C #: 6712160601 Debt Service	0.00%	627.99	0.25	2.45	-	-	630.69
A/C #: 6712160602 Interest Account	0.00%	0.00	(0.06)	0.06	-	-	0.00
A/C #: 6712160603 Principal Account	0.00%	0.00	(0.19)	0.19	-	-	0.00
A/C #: 6712160604 Reserve Account	0.00%	2,017,074.78	-	-	-	-	2,017,074.78
<b>COACHELLA LEASE BONDS 2016</b>							
A/C #: 6712179801 Payment Account	0.0000%	596.24	148,066.95	2.44	-	-	148,665.63
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26
<b>TOTAL US BANK OF CALIFORNIA</b>		<b>4,257,748.54</b>	<b>92,028.33</b>	<b>123.46</b>	-	-	<b>4,349,900.33</b> ①

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
 As of October 31 2023  
 Fiscal Year 2022-2023

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2023	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 10/31/2023
<b>WELLS FARGO BANK, N.A.</b>							
<b>GAS TAX BONDS SERIES 2019</b>							
A/C #: 83925300 Debt Service Fund	0.0000%	421.74	-	1.70	-	-	423.44
A/C #: 83925301 Interest Account	0.0000%	7.80	-	0.03	-	-	7.83
A/C #: 83925302 Principal Account	0.0000%	18.31	-	0.07	-	-	18.38
<b>TOTAL WELLS FARGO BANK, N.A.</b>		<b>447.85</b>	<b>-</b>	<b>1.80</b>	<b>-</b>	<b>-</b>	<b>449.65</b>
<b>WILMINGTON TRUST, N. A.</b>							
<b>CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS</b>							
A/C #: 144613-000 Revenue Account	0.03%	2,624.70	-	11.16	-	-	2,635.86
A/C #: 144613-001 Interest Account	0.03%	50.58	-	0.31	-	-	50.89
A/C #: 144613-002 Principal Account	0.00%	416.00	-	1.86	-	-	417.86
<b>CITY OF COACHELLA 2022A BOND FUND</b>							
A/C #: 154278-000 Bond Fund	1.76%	15,104.41	4,729.57	82.61	-	-	19,916.59
A/C #: 154278-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 154278-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 154278-004 Project FD Account	1.76%	1,162,847.94	(4,729.57)	4,901.08	-	-	1,163,019.45
<b>CITY OF COACHELLA 2022B BOND FUND</b>							
A/C #: 155657-000 Bond Fund	1.76%	2,031.28	-	8.68	-	-	2,039.96
A/C #: 155657-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 155657-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
<b>TOTAL WILMINGTON TRUST BANK, N.A.</b>		<b>1,180,450.21</b>	<b>0.00</b>	<b>4,994.54</b>	<b>-</b>	<b>-</b>	<b>1,185,444.75</b>
<b>TOTAL CASH WITH FISCAL AGENT</b>		<b>5,438,646.60</b>	<b>92,028.33</b>	<b>5,119.80</b>	<b>-</b>	<b>-</b>	<b>5,535,794.73</b>

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**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES DTD 01/15/2022 1.125% 01/15/2025		91282CDS7	440,000.00	AA+	Aaa	02/17/22	02/18/22	433,004.69	1.69	1,466.17	437,095.17	418,550.00
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025		912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	551.09	131,880.14	124,637.50
US TREASURY NOTES DTD 03/31/2020 0.500% 03/31/2025		912828ZF0	1,330,000.00	AA+	Aaa	07/05/22	07/07/22	1,248,953.13	2.83	581.42	1,288,096.01	1,244,381.25
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	236.33	552,208.57	508,171.88
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025		91282CAJ0	1,500,000.00	AA+	Aaa	07/06/22	07/07/22	1,381,816.41	2.89	638.74	1,431,307.71	1,373,437.50
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025		91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	100.55	456,355.69	419,893.75
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	350,000.00	AA+	Aaa	03/01/22	03/01/22	333,361.33	1.59	2.40	340,935.65	318,226.58
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025		91282CAT8	410,000.00	AA+	Aaa	10/04/21	10/06/21	401,319.53	0.78	2.82	405,735.70	372,779.71
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025		91282CAZ4	210,000.00	AA+	Aaa	11/02/21	11/03/21	204,659.77	1.01	331.35	207,272.46	190,771.88
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	240.08	187,938.97	172,157.82
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025		91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	442.26	349,069.98	317,132.83
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	160,000.00	AA+	Aaa	05/03/22	05/04/22	145,500.00	2.95	151.63	151,287.28	144,375.01
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026		9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	1,691.63	267,236.80	242,090.63
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	255.88	267,447.31	243,632.83

**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	450.15	470,503.92	428,613.31
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026		91282CBH3	1,320,000.00	AA+	Aaa	02/17/22	02/18/22	1,246,626.56	1.84	1,250.95	1,278,203.07	1,191,093.81
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	264.01	307,977.66	279,629.67
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026		91282CBQ3	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	536.54	620,651.94	568,279.66
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	290,000.00	AA+	Aaa	06/02/21	06/04/21	289,365.62	0.79	915.16	289,672.02	260,773.45
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026		91282CCF6	325,000.00	AA+	Aaa	06/06/22	06/08/22	297,857.42	2.99	1,025.62	307,403.09	292,246.11
US TREASURY NOTES DTD 09/30/2021 0.875% 09/30/2026		91282CCZ2	300,000.00	AA+	Aaa	04/05/22	04/07/22	276,222.66	2.77	229.51	284,545.46	267,843.75
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	295,000.00	AA+	Aaa	07/05/22	07/07/22	287,371.48	2.85	1,406.86	289,554.94	271,676.56
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027		912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	4,411.35	885,120.39	851,867.19
US TREASURY NOTES DTD 04/30/2020 0.500% 04/30/2027		912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	15.25	1,022,962.26	955,293.75
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027		9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	5,007.47	1,008,211.19	954,843.75
US TREASURY NOTES DTD 09/30/2022 4.125% 09/30/2027		91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	1,803.28	497,399.00	486,718.75
US TREASURY NOTES DTD 10/31/2022 4.125% 10/31/2027		91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	38.53	343,860.78	330,756.25
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027		91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	16.62	1,060,960.39	1,019,614.00

**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	2,141.78	996,793.40	953,260.99
US TREASURY NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	1,553.01	489,553.08	466,342.21
US TREASURY NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	628.42	522,795.45	493,152.32
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	40.39	418,244.39	397,425.00
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	44.23	460,765.72	435,275.00
US TREASURY NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	8,083.95	528,064.16	503,996.88
US TREASURY NOTES DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	741.30	54,150.24	53,092.19
<b>Security Type Sub-Total</b>		<b>19,350,000.00</b>					<b>18,321,084.18</b>	<b>2.59</b>	<b>37,296.73</b>	<b>18,611,259.99</b>	<b>17,552,033.77</b>
<b>U.S. Treasury Bill</b>											
US TREASURY BILL DTD 11/03/2022 0.000% 11/02/2023	912796YT0	190,000.00	A-1+	P-1	10/02/23	10/02/23	189,137.20	5.30	0.00	189,972.17	189,972.05
<b>Security Type Sub-Total</b>		<b>190,000.00</b>					<b>189,137.20</b>	<b>5.30</b>	<b>0.00</b>	<b>189,972.17</b>	<b>189,972.05</b>
<b>Supra-National Agency Bond / Note</b>											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	163.54	149,993.23	149,524.05
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	AAA	Aaa	09/15/21	09/23/21	299,778.00	0.52	158.33	299,933.76	286,679.10
<b>Security Type Sub-Total</b>		<b>450,000.00</b>					<b>449,455.50</b>	<b>0.46</b>	<b>321.87</b>	<b>449,926.99</b>	<b>436,203.15</b>

**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Municipal Bond / Note</b>												
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024		605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	565.00	200,000.00	190,022.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024		68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	352.34	135,000.00	128,065.05
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025		341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	167.73	40,098.31	37,304.40
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025		341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	461.27	110,000.00	102,587.10
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025		54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	154.60	80,000.00	73,872.80
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026		646140DP5	40,000.00	AA-	A1	01/22/21	02/04/21	40,000.00	1.05	139.60	40,000.00	36,599.20

<b>Security Type Sub-Total</b>			<b>605,000.00</b>					<b>605,282.80</b>	<b>0.78</b>	<b>1,840.54</b>	<b>605,098.31</b>	<b>568,450.55</b>
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**Federal Agency Commercial Mortgage-Backed Security**

FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024		3136AJB54	31,406.17	AA+	Aaa	12/13/19	12/18/19	32,932.32	2.14	87.57	31,526.47	31,098.99
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024		3137BGK24	108,784.07	AA+	Aaa	03/19/20	03/25/20	114,172.28	1.95	277.58	110,030.41	105,639.32
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026		3137BTUM1	240,000.00	AA+	Aaa	05/19/23	05/24/23	232,612.50	4.31	669.40	233,558.71	226,778.12
FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027		3137BXOY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.98	967.20	340,767.47	336,911.13
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027		3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.97	554.01	193,949.21	191,370.81
FHLMC MULTIFAMILY STRUCTURED P DTD 08/01/2017 3.117% 06/01/2027		3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	5.01	831.20	300,318.35	296,881.16
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028		3137HAMR4	324,058.75	AA+	Aaa	09/20/23	09/28/23	318,973.30	5.19	1,296.24	319,065.32	315,199.47

**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Federal Agency Commercial Mortgage-Backed Security</b>												
FHMS K506 A1	DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	169,853.70	AA+	Aaa	09/07/23	09/14/23	167,313.54	5.01	658.18	167,377.39	163,631.81
FHMS KJ46 A1	DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	274,570.24	AA+	Aaa	07/19/23	07/27/23	274,563.37	4.78	1,093.02	274,563.75	268,324.62
FHMS K505 A2	DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	328,056.23	315,859.07
FNA 2023-M6 A2	DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	345,000.00	AA+	Aaa	07/18/23	07/31/23	339,151.17	4.58	1,204.63	339,453.86	326,437.93
FHMS KJ47 A1	DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	189,742.05	AA+	Aaa	09/19/23	09/28/23	189,741.10	5.27	833.60	189,741.12	188,105.97
FHMS K506 A2	DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	335,089.62	326,681.14
FHMS K508 A2	DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.26	1,362.75	337,480.75	333,416.00
FHMS K509 A2	DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	AAA	10/25/23	10/31/23	251,710.42	5.60	1,050.83	251,714.43	251,710.42
FHMS K507 A2	DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,061.52	325,079.61
<b>Security Type Sub-Total</b>			<b>4,173,414.98</b>					<b>4,084,930.13</b>	<b>4.87</b>	<b>14,848.86</b>	<b>4,083,754.61</b>	<b>4,003,125.57</b>
<b>Federal Agency Bond / Note</b>												
FEDERAL HOME LOAN BANK NOTES	DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	47.22	199,711.75	186,753.60
FANNIE MAE NOTES	DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	40.63	259,842.02	242,947.12
FANNIE MAE NOTES	DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	56.25	360,556.48	336,388.32

**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Federal Agency Bond / Note</b>											
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	637.50	199,810.14	186,232.00
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	325.69	175,066.19	162,122.45
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	418.75	225,365.28	208,443.15
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	567.64	304,794.40	282,556.27
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	192.71	184,682.80	170,398.32
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	134.06	194,668.28	178,835.67
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	288.75	419,147.93	385,184.52
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	7,087.50	999,756.49	975,880.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	112.81	284,674.54	260,604.57
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	447.08	184,731.95	168,720.00
<b>Security Type Sub-Total</b>		<b>3,995,000.00</b>					<b>3,989,314.50</b>	<b>1.45</b>	<b>10,356.59</b>	<b>3,992,808.25</b>	<b>3,745,065.99</b>
<b>Corporate Note</b>											
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A1	04/02/19	04/04/19	263,146.00	2.69	980.06	260,187.56	257,393.76
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	242.94	114,970.43	111,885.80



**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>												
TEXAS INSTRUMENTS INC CORP NOTES (CALLAB DTD 05/04/2017 2.625% 05/15/2024		882508BB9	300,000.00	A+	Aa3	02/23/22	02/25/22	304,716.00	1.90	3,631.25	300,850.01	295,135.20
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024		931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	3,220.50	361,378.60	352,978.92
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025		594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	1,125.75	193,646.37	183,759.64
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	234.00	60,159.81	57,140.46
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025		89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	351.00	90,239.72	85,710.69
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025		66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	1,104.20	297,699.87	281,739.75
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025		023135CE4	245,000.00	AA	A1	04/11/22	04/13/22	244,610.45	3.06	367.50	244,811.98	236,757.96
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	245.25	50,000.00	48,427.75
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025		172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	269.78	55,024.27	53,270.53
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025		38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	2,235.94	140,168.79	130,107.20
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025		46647PCH7	115,000.00	A-	A1	05/24/21	06/01/21	115,000.00	0.82	394.83	115,000.00	111,098.63

**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b>	<b>S&amp;P</b>	<b>Moody's</b>	<b>Trade</b>	<b>Settle</b>	<b>Original</b>	<b>YTM</b>	<b>Accrued</b>	<b>Amortized</b>	<b>Market</b>		
<b>Dated Date/Coupon/Maturity</b>	<b>Par</b>	<b>Rating</b>	<b>Rating</b>	<b>Date</b>	<b>Date</b>	<b>at Cost</b>	<b>Interest</b>	<b>Cost</b>	<b>Value</b>		
<b>CUSIP</b>											
<b>Corporate Note</b>											
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	87.47	50,000.00	47,755.70
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	252.00	71,668.23	65,659.75
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	599.72	220,000.00	210,971.42
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	1,960.96	173,537.96	173,020.05
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	143.54	24,972.61	22,516.38
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	717.71	124,950.67	112,581.87
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	200,000.00	A	A1	01/26/22	01/28/22	200,644.00	1.98	1,081.94	200,413.41	177,012.60
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	1,622.92	285,664.28	265,518.90
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A2	12/13/22	12/15/22	332,316.00	4.20	1,935.00	338,205.04	325,465.20
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	102.57	241,718.27	230,651.46
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	1,279.44	333,502.33	318,323.25
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	685.59	114,586.97	112,535.00

Managed Account Detail of Securities Held

For the Month Ending October 31, 2023

CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A2	07/11/23	07/14/23	114,828.65	4.98	1,691.94	114,838.97	112,017.02
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A2	07/13/23	07/17/23	136,833.30	4.64	1,986.19	136,725.75	131,498.23
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	802.08	109,813.31	108,037.38
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	2,063.29	400,000.00	395,135.60
<b>Security Type Sub-Total</b>		<b>5,292,000.00</b>					<b>5,248,402.08</b>	<b>3.07</b>	<b>31,415.36</b>	<b>5,224,735.21</b>	<b>5,014,106.10</b>
<b>Certificate of Deposit</b>											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	325,000.00	A	A1	10/27/22	10/31/22	325,000.00	5.44	345.67	325,000.00	325,000.00
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	4,631.97	325,000.00	318,369.68
<b>Security Type Sub-Total</b>		<b>650,000.00</b>					<b>650,000.00</b>	<b>5.26</b>	<b>4,977.64</b>	<b>650,000.00</b>	<b>643,369.68</b>
<b>Asset-Backed Security</b>											
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	13,173.70	NR	Aaa	02/17/21	02/24/21	13,173.45	0.27	0.99	13,173.61	12,970.43
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	17,263.17	AAA	NR	04/20/21	04/28/21	17,261.35	0.38	2.92	17,262.39	16,942.25
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	10,171.80	AAA	NR	01/20/21	01/27/21	10,169.79	0.34	1.54	10,170.93	9,950.45

**Managed Account Detail of Securities Held**

For the Month Ending **October 31, 2023**

**CITY OF COACHELLA - OPERATING PORTFOLIO - 995343 - (14201484)**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Asset-Backed Security</b>											
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	48,332.30	AAA	Aaa	09/21/21	09/27/21	48,328.45	0.43	9.24	48,330.32	46,762.87
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	31,286.64	AAA	NR	04/13/21	04/21/21	31,279.91	0.52	7.23	31,283.44	30,439.44
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	27,966.17	AAA	NR	11/09/21	11/17/21	27,959.92	0.75	9.20	27,962.64	27,022.14
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	14.18	54,993.19	52,451.56
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815OAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,957.59	213,419.94
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,985.97	64,261.15
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,985.99	233,941.30
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,926.86	267,454.17
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.23	639.22	274,987.97	272,491.92
<b>Security Type Sub-Total</b>		<b>1,263,193.78</b>					<b>1,263,000.36</b>	<b>4.56</b>	<b>2,450.40</b>	<b>1,263,020.90</b>	<b>1,248,107.62</b>
<b>Managed Account Sub-Total</b>		<b>35,968,608.76</b>					<b>34,800,606.75</b>	<b>2.89</b>	<b>103,507.99</b>	<b>35,070,576.43</b>	<b>33,400,434.48</b>
<b>Securities Sub-Total</b>		<b>\$35,968,608.76</b>					<b>\$34,800,606.75</b>	<b>2.89%</b>	<b>\$103,507.99</b>	<b>\$35,070,576.43</b>	<b>\$33,400,434.48</b>
<b>Accrued Interest</b>											<b>\$103,507.99</b>
<b>Total Investments</b>											<b>\$33,503,942.47</b>

City of Coachella Building Activity Report  
OCTOBER 2023

Item 12.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	6	11	17	221	257
Misc. Building Permits	40	34	28	435	405
Residential Additions/Ga	4	7	6	110	48
Single Family Dwellings	7	0	7	110	193
Commercial Bldgs.	0	0	0	2	11
Commercial Ten. Improv	2	2	2	11	20
Multi- Family Units	0	0	0	108	56
Plan Check	0	0	0	0	0
<b>TOTALS</b>	<b>59</b>	<b>54</b>	<b>60</b>	<b>964</b>	<b>990</b>

**Revenue Fees**

Building Fees	\$37,730.00	\$14,112.00	\$33,596.00	\$485,945.02	\$736,945.75
Dev. Impact Fees	\$115,470.14	\$0.00	\$113,825.40	\$2,631,791.86	\$3,782,247.98
Sewer & Water Fees	\$60,705.26	\$0.00	\$65,145.01	\$1,555,693.75	\$3,312,352.69
Misc. (TUMF, MSF, FIRE)	\$17,850.00	\$0.00	\$16,506.00	\$326,793.92	\$727,715.03
Plan Check	\$15,611.50	\$9,157.00	\$11,211.00	\$168,768.58	\$205,770.31
Cert of Occupancy	\$1,792.00	\$0.00	\$1,792.00	\$56,576.00	\$66,560.00
SB1473	\$204.00	\$71.50	\$154.00	\$2,932.60	\$4,400.83
<b>TOTALS</b>	<b>\$249,362.90</b>	<b>\$23,340.50</b>	<b>\$242,229.41</b>	<b>\$5,228,501.73</b>	<b>\$8,836,032.59</b>

1% Construction Tax	\$26,890.50	\$0.00	\$20,311.34	\$444,030.38	\$801,427.12
Strong Motion Instr.	\$616.30	\$151.91	\$395.15	\$10,877.73	\$16,274.36
<b>TOTALS</b>	<b>\$27,506.80</b>	<b>\$151.91</b>	<b>\$20,706.49</b>	<b>\$454,908.11</b>	<b>\$817,701.48</b>

<b>Valuations</b>	<b>\$24,650,429.00</b>	<b>\$1,678,793.00</b>	<b>\$3,028,484.00</b>	<b>\$102,955,370.95</b>	<b>\$100,329,897.37</b>
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**Inspections**

General	NO INFO	NO INFO	NO INFO	NO INFO	4900
Final Single Family	NO INFO	NO INFO	NO INFO	NO INFO	20
Final Multi Family	NO INFO	NO INFO	NO INFO	NO INFO	0
Final Commercial	NO INFO	NO INFO	NO INFO	NO INFO	3
Final Miscellaneous	NO INFO	NO INFO	NO INFO	NO INFO	532
Final Solar	NO INFO	NO INFO	NO INFO	NO INFO	121
Code Enforcement Insp.	NO INFO	NO INFO	NO INFO	NO INFO	197
<b>TOTALS</b>					<b>5773</b>

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9536

Submitted by:

\_\_\_\_\_  
Rosa Vasquez  
Development Services Technician

City of Coachella Building Activity Report  
NOVEMBER 2023

Item 12.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	40	6	27	261	284
Misc. Building Permits	29	40	24	464	429
Residential Additions/Ga	5	4	7	115	55
Single Family Dwellings	5	7	0	115	193
Commercial Bldgs.	0	0	0	2	11
Commercial Ten. Improv	3	2	2	14	22
Multi- Family Units	0	0	0	108	56
Plan Check	0	0	0	0	0
<b>TOTALS</b>	<b>82</b>	<b>59</b>	<b>60</b>	<b>1046</b>	<b>1050</b>

**Revenue Fees**

Building Fees	\$45,496.40	\$37,730.00	\$17,499.50	\$531,441.42	\$754,445.25
Dev. Impact Fees	\$82,015.92	\$115,470.14	\$0.00	\$2,713,807.78	\$3,782,247.98
Sewer & Water Fees	\$43,538.49	\$60,705.26	\$0.00	\$1,599,232.24	\$3,312,352.69
Misc. (TUMF, MSF, FIRE)	\$12,750.00	\$17,850.00	\$0.00	\$339,543.92	\$727,715.03
Plan Check	\$19,168.36	\$15,611.50	\$10,761.50	\$187,936.94	\$205,770.31
Cert of Occupancy	\$1,280.00	\$1,792.00	\$0.00	\$57,856.00	\$66,560.00
SB1473	\$299.00	\$204.00	\$65.00	\$3,231.60	\$4,400.83
<b>TOTALS</b>	<b>\$204,548.17</b>	<b>\$249,362.90</b>	<b>\$28,326.00</b>	<b>\$5,433,049.90</b>	<b>\$8,836,032.59</b>

1% Construction Tax	\$17,356.30	\$26,890.50	\$0.00	\$461,386.68	\$801,427.12
Strong Motion Instr.	\$1,385.96	\$616.30	\$100.57	\$12,263.69	\$16,274.36
<b>TOTALS</b>	<b>\$18,742.26</b>	<b>\$27,506.80</b>	<b>\$100.57</b>	<b>\$473,650.37</b>	<b>\$817,701.48</b>

<b>Valuations</b>	<b>\$6,478,766.00</b>	<b>\$24,650,429.00</b>	<b>\$79,720.00</b>	<b>\$109,434,136.95</b>	<b>\$100,329,897.37</b>
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**Inspections**

General	NO INFO	NO INFO	NO INFO	NO INFO	4900
Final Single Family	NO INFO	NO INFO	NO INFO	NO INFO	20
Final Multi Family	NO INFO	NO INFO	NO INFO	NO INFO	0
Final Commercial	NO INFO	NO INFO	NO INFO	NO INFO	3
Final Miscellaneous	NO INFO	NO INFO	NO INFO	NO INFO	532
Final Solar	NO INFO	NO INFO	NO INFO	NO INFO	121
Code Enforcement Insp.	NO INFO	NO INFO	NO INFO	NO INFO	197
<b>TOTALS</b>					<b>5773</b>

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9541

Submitted by:

\_\_\_\_\_  
Rosa Vasquez  
Development Services Technician

City of Coachella Building Activity Report  
DECEMBER 2023

Item 12.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	25	40	12	286	296
Misc. Building Permits	24	29	21	488	450
Residential Additions/Ga	4	5	5	119	60
Single Family Dwellings	0	5	7	115	200
Commercial Bldgs.	0	0	1	2	12
Commercial Ten. Improv	0	3	2	14	24
Multi- Family Units	0	0	0	108	56
Plan Check	0	0	0	0	
<b>TOTALS</b>	<b>53</b>	<b>82</b>	<b>48</b>	<b>1099</b>	<b>1098</b>

**Revenue Fees**

Building Fees	\$12,900.00	\$45,496.40	\$28,413.00	\$544,341.42	\$782,858.25
Dev. Impact Fees	\$0.00	\$82,015.92	\$162,441.35	\$2,713,807.78	\$3,944,689.33
Sewer & Water Fees	\$0.00	\$43,538.49	\$60,705.26	\$1,599,232.24	\$3,373,057.95
Misc. (TUMF, MSF, FIRE)	\$0.00	\$12,750.00	\$16,506.00	\$339,543.92	\$744,221.03
Plan Check	\$7,578.00	\$19,168.36	\$9,382.00	\$195,514.94	\$215,152.31
Cert of Occupancy	\$0.00	\$1,280.00	\$1,792.00	\$57,856.00	\$68,352.00
SB1473	\$58.00	\$299.00	\$131.00	\$3,289.60	\$4,531.83
<b>TOTALS</b>	<b>\$20,536.00</b>	<b>\$204,548.17</b>	<b>\$279,370.61</b>	<b>\$5,453,585.90</b>	<b>\$9,115,403.20</b>

1% Construction Tax	\$0.00	\$17,356.30	\$19,802.13	\$461,386.68	\$821,229.25
Strong Motion Instr.	\$94.24	\$1,385.96	\$355.56	\$12,357.93	\$16,629.92
<b>TOTALS</b>	<b>\$94.24</b>	<b>\$18,742.26</b>	<b>\$20,157.69</b>	<b>\$473,744.61</b>	<b>\$837,859.17</b>

<b>Valuations</b>	<b>\$731,102.00</b>	<b>\$6,478,766.00</b>	<b>\$3,821,355.03</b>	<b>\$110,165,238.95</b>	<b>\$104,151,252.40</b>
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**Inspections**

General	NO INFO	NO INFO	NO INFO	NO INFO	4900
Final Single Family	NO INFO	NO INFO	NO INFO	NO INFO	20
Final Multi Family	NO INFO	NO INFO	NO INFO	NO INFO	0
Final Commercial	NO INFO	NO INFO	NO INFO	NO INFO	3
Final Miscellaneous	NO INFO	NO INFO	NO INFO	NO INFO	532
Final Solar	NO INFO	NO INFO	NO INFO	NO INFO	121
Code Enforcement Insp.	NO INFO	NO INFO	NO INFO	NO INFO	197
<b>TOTALS</b>					<b>5773</b>

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA 9541

Submitted by:

\_\_\_\_\_  
Rosa Vasquez  
Development Services Technician



**CITY OF COACHELLA**

**53-990 ENTERPRISE WAY**

**COACHELLA, CA 92236**

***CODE ENFORCEMENT, ABANDONED VEHICLE  
ABATEMENT, GRAFFITI, PARK RANGERS  
& ANIMAL CONTROL***

***QUARTERLY REPORT***

***Oct 1, 2023 to Dec. 31, 2023***

Prepared By:

Jessica Navarro & Rene Rosales



## Code Enforcement Summary Report

### Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 10/01/2023 To 12/31/2023	From To	From To

### CE Totals

	Total	Closed Cases	Open Cases
<b>Totals</b>	<b>140</b>	<b>62</b>	<b>78</b>

### CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	0	0	0
10.08.060 - Working on parked vehicles	1	1	0
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	13	6	7
12.12.050 - Duty to maintain sidewalks.	0	0	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
12.42.030 - Unlawful camping.	3	0	3
12.42.040 - Storage of personal property on public property.	1	1	0
13.03.044 Wasting water prohibited.	3	3	0
13.03.208 - Access to water meter.	0	0	0
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	3	0	3
15.44.010 Building Numbering/Required	2	0	2
15.60.010 Building Permit Required	12	1	11
15.60.050 - Substandard buildings and housing.	0	0	0
15.66.010 Seismic Hazard Mitigation	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	2	0	2
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	3	2	1
17.54.010.(N)(3)	4	2	2
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	0	0	0
17.56.010(J)(2)(B) - Signs	2	1	1
17.58.010 - Home occupations	0	0	0
17.60.010 (F)(4) Accessory structures	0	0	0
17.60.010 (G) - Trailers Outside Camps	0	0	0

17.60.010 - Property development standards. (Fence)	0	0	0
17.60.010 Property Development Standards 9D)(3)(a) Yards	0	0	0
17.60.010(3)(e) Development Standards	0	0	0
17.74.010 (D)(3) Conditional Uses	0	0	0
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.040 - Prohibited activities declared a public nuisance.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.050 Penalties for Violations	0	0	0
2.08.060 (A) - Political sign regulations.	0	0	0
2.08.060 (B) - Political sign regulations	0	0	0
2.08.060 (C) - Political sign regulations	0	0	0
2.08.060 (D) - Political sign regulations	0	0	0
2.08.060 (E) - Political sign regulations	0	0	0
3.10.010 (D) (16) Visibility Hazard	1	1	0
3.10.010 (D) (27) Public Burning	0	0	0
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	1	0	1
3.10.010 (D)(12) Abandon or Vacated Building/Structure	1	0	1
3.10.010 (D)(13) Offensive Odors	0	0	0
3.10.010 (D)(15) Hazardous Substances and Waste	5	3	2
3.10.010 (D)(18)	1	1	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010 (D)(23)Public Nuisances/Safety Hazard	5	3	2
3.10.010 (D)(24) Disruptive Activities	1	0	1
3.10.010 (D)(25) Land Use Entitlements.	1	0	1
3.10.010 (D)(3) Weeds	1	0	1
3.10.010 (D)(31) Animal Manure	0	0	0
3.10.010 (D)(36) Signs	0	0	0
3.10.010 (D)(38) - Maintenance and abatement of nuisances.	0	0	0
3.10.010 (D)(4) - Trees and Shrubs	7	5	2
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	8	5	3
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disp[osal	0	0	0
3.10.010(D)(11)-Sewage.	0	0	0
3.10.010(D)(15)-Hazardous Substances and Waste.	3	2	1
3.10.010(D)(16)-Visibility Hazard.	3	3	0

3.10.010(D)(19)-Visual Blight	17	9	8
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0
3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	0	0	0
3.10.010(D)(30)Discharge of Sewage	0	0	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Signs.	0	0	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	0	0	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	7	3	4
3.10.010(D)(7) Occupied Vehicles	2	0	2
3.16.090 - Failure to comply with notice of violation.	17	1	16
5.80.100 - Operational requirements and performance standards established. (Short Term Rentals)	0	0	0
7.04.040 - Prohibited noise generally.	3	0	3
8.20.040(C)Dust Control requirements	0	0	0
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	0	0	0
8.48.030 (B)Graffiti Prohibited	0	0	0
8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	0	0	0
8.60.050 - Abandoned Property Maintenance requirements.	0	0	0
8.60.060 - Security requirements	0	0	0
8.64.050 - Vacant Property Maintenance Requirements	0	0	0

Abandoned/Inoperable/Dismantled vehicle(s)	0	0	0
Business License Required	0	0	0
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	53	17	36
Illegal Dumping	0	0	0
Illegal, Nonconform. Building or Structure(s)	4	0	4
Manner of Parking /Parallel Parking	0	0	0
Manner of Parking/Angle Parking	0	0	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	0	0	0
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	12	4	8
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	1	1	0
Permit for Outdoor Advertising Signs	0	0	0
Prkg. Lot Striping/Handicap Markings	0	0	0
Prohibited Stopping, Standing or Parking/On a Crosswalk	1	1	0
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	2	1	1
Public Nuisances / Animals	4	2	2
Public Nuisances / Attractive Nuisances	9	4	5
Public Nuisances / Fire Hazard	1	1	0
Public Nuisances / Landscaping	29	5	24
Public Nuisances / Trees and Shrubs	4	3	1
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	0	0	0
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	4	4	0
Special Event/Sales Signs	4	4	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	3	3	0

Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Title 19, Subchapter 5-Hood and Duct Systems,(a)Serviced within 6 months	0	0	0
Trimming palm trees--Required	0	0	0
UBC 3304(c)-"This Door To Remain Unlocked During Business Hours"	0	0	0
UBC 3313(b)-(f) Emergency lighting operable	0	0	0
UBC 3314(c)-(b) Illuminated EXIT sign operable	0	0	0
UBC 3315(b)-(c) 44' clear access aisle width to exits	0	0	0
UFC 10.206(a)-(b) Obstruction	0	0	0
UFC 10.206(b)-Hydrant,(c) Red curb-15' each side	0	0	0
UFC 10.207(1)-Fire Apparatus Access Roads,(a) Red curb on signs	0	0	0
UFC 10.207-Fire Apparatus Access Roads.(b) Obstruction	0	0	0
UFC 10.208(a)-Premises Identification,	0	0	0
UFC 10.301(a)-Fire Extinguishers,(a) Minimum 2A10BC	0	0	0
UFC 10.301(a)-Fire Extinguishers,(e) Commercial kitchen 40BC.	0	0	0
UFC 10.302(a)-Fire Extinguishers,(b) Servicing due	0	0	0
UFC 10.313(b)-Hood and Duct Systems,(b) Proper nozzle position, caps, coverage	0	0	0
UFC 10.313(c)-Hood and Duct Systems,(c) Automatic gas/electric shut off	0	0	0
UFC 10.313(e)	0	0	0
UFC 10.313(e)-Hood and Duct Systems,(d) Fuseable links, cables, conduits	0	0	0
UFC 10.401	0	0	0
UFC 10.401-Walls and Ceilings,(a) Holes sealed	0	0	0
UFC 10.402(a)-Exits,(e) Maintain fire rated doors, windows, dampers, and hardware	0	0	0
UFC 11.201(b)-General Housekeeping,(a) Rubbish/trash buildup	0	0	0
UFC 11.203(b)-General Housekeeping,(d) Storage not within 24" of ceiling	0	0	0
UFC 11.203(c)-General Housekeeping,(g) Storage in boiler, mech., elect. panel rooms prohibited	0	0	0
UFC 11.205(a)-General Housekeeping,(h) Candles used in approved manner	0	0	0
UFC 12.103(a)-Exits,(d) Exit obstruction	0	0	0
UFC 12.106(c)-General Housekeeping,(e) Storage under stairs prohibited	0	0	0
UFC 12.203(a)-Occupant Limit/Sign,(a) Occupant load sign(s) posted	0	0	0
UFC 12.207-General Housekeeping,Storage in attic space prohibited	0	0	0
UFC 13.103-Occupant Limit/Sign,(b) Required NO SMOKING signs	0	0	0
UFC 74.107(a)	0	0	0
UFC 79-201(e)-Flammable Liquids -(a) Approved safety cans under 10 gal.	0	0	0

UFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
UFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0
UFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	1	0	1
UFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	0	0	0
UFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	0	0	0
UFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
UFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
UFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	0	0	0
UFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	1	0	1
<b>Totals</b>	<b>266</b>	<b>103</b>	<b>163</b>

## Abandoned Vehicles AVA Summary Report

### Report Criteria:

*Open Date Range* *Close Date Range*

From 10/01/2023 To 12/31/2023 From To

### AVA Totals

	<i>Cases Closed</i>	<i>Vehicles Abated</i>
<b>Totals</b>	<b>31</b>	<b>31</b>

### Vehicles Abated

<i>Disposition</i>	<i>Vehicles</i>
Agency Abated	0
Other	0
Unfounded	1
Voluntary Compliance	30
<b>Totals</b>	<b>31</b>

Commercial Center Clean Up Updates:

Smart & Final	Compliance
Plaza del Sol	Compliance
Auto Zone	Compliance
Walmart	Compliance
Family Dollar	On-going
Verde Valle Plaza	On-going
El Valle Auto	On-going
AM/PM	On-going
Food 4 Less	On-going
KFC	On-going
Family Furniture	On-going
Victory Liquor/Dollar Tree	Compliance
CVS Pharmacy	On-going
Center for Employment Training	On-going
Valley Market	On-going
Formerly "Fresh n Easy"	On-going

**Graffiti Abatement Summary Report**

**July 1, 2023 to September 30, 2023**

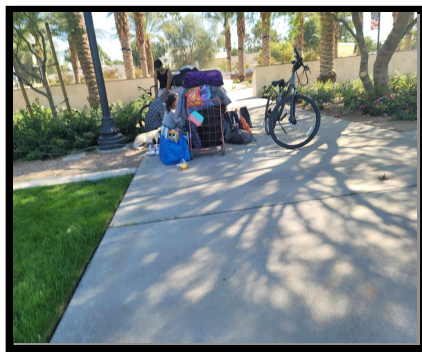
Paint Gallons Used	60
Paint Gallons Purchased	82
Graffiti Cover ups	172
Pressure washing Sq. Ft.	1411
Mural Sealant	1





## Park Ranger Summary Report October 1, 2023 to December 31, 2023

	Unsheltered Contacts:	Park Vandalism:	Street Sweeper cites:	Park League Issues:	Misc. Issues:
Oct	91	3	228	3	0
Nov	127	10	590	6	0
Dec	81	12	290	0	0



## Riverside County Animal Control:





**County of Riverside**  
**Department of Animal Services**  
**Coachella City 2nd Quarter Field Service Report**

Item 12.

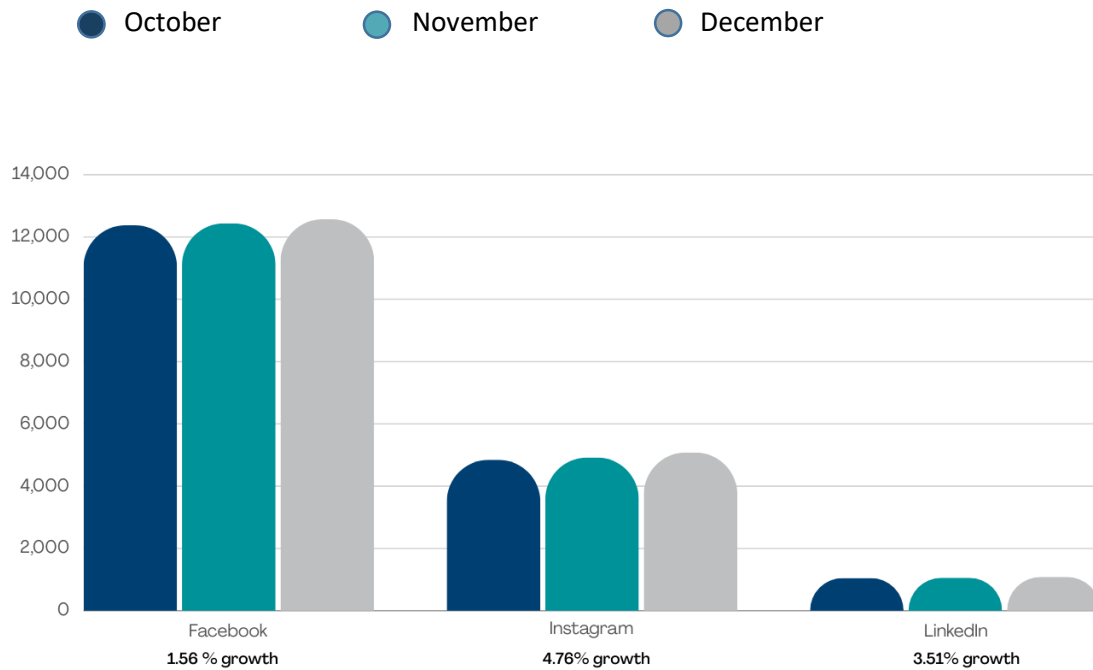
<b>Field Services Impound Statistics</b>	<b>Dec-23</b>	<b>QTR 10/1/2023 - 12/31/2023)</b>
<b>Total Canines Impounded</b>	<b>24</b>	<b>114</b>
Owner Turn-Ins	0	25
Stray	23	76
Dead on Arrival	1	13
<b>Total Felines Impounded</b>	<b>21</b>	<b>98</b>
Owner Turn-Ins	0	0
Stray	5	66
Dead on Arrival	16	32
<b>Total Other Animals Impounded</b>	<b>0</b>	<b>1</b>
Owner Turn-Ins	0	0
Stray	0	1
Dead on Arrival	0	0

<b>Field Services Activities</b>	<b>Dec-23</b>	<b>QTR 10/1/2023 - 12/31/2023)</b>
<b>Number of Requests for Service</b>	91	249
<b>Number of Animal Bite Calls</b>	3	14
<b>Number of sick/injured animal calls</b>	6	20
<b>Vicious Animal (imminent danger)</b>	18	37
<b>Cruelty/Neglect Calls</b>	2	12
<b>Total Citations</b>	4	15
<b>Total Licenses</b>	26	107
<b>Number of Nuisance animal Complaints</b>	0	0

Marketing/Public Relations/Communications  
Quarterly Report  
October – December 2023

### Social Media Growth (non-paid)

The City continues to experience a steady increase in organic social media growth across the board, all prompted through the consistent posting of relevant content for residents and other followers of our pages.



Facebook – 1.56% (12,375 to 12,568 followers)

Instagram – 4.76% (4,851 to 5,082 followers)

LinkedIn – 3.51% (1,052 to 1,089 followers)



#### Top Five Organic Posts (FACEBOOK)

1. Join the Waitlist for Placita Dolores Huerta (10/26) – 5.1k engagement
2. Santa Pics (Part 2) from the Christmas Tree Lighting (12/5) – 2.6k engagement
3. Happy Halloween from city staff (10/31) – 2.3k engagement
4. Run With Los Muertos “The run is over, but there is plenty to see and do” (11/4) – 1.4k engagement

5. Whoville Holiday Parade online photo album (12/13) – 1.4k engagement



#### Top Five Organic Posts (Instagram)

1. Coachella officially Welcomes Panda Express to our community (11/27) – 531 likes
2. The holidays are right around the corner (holiday event(s) promo) – 287 likes
3. Have you noticed our largest mural installation? (11/1) – 280 likes
4. Holiday Parade Reel (12/9) – 278 likes
5. Coachella donates \$16k check to Animal Action League (12/11) – 271 likes



#### Top Five Organic Posts (LinkedIn)

1. \$22.125 million TCC Grant Press Event (12/19)) – 2,331 video views, 113 reactions
2. Introducing Coachella's newest Mayor Pro Tem (12/14) – 2,803 impressions, 95 reactions
3. Honoring our Code Enforcement Dept during CC Meeting (10/26) – 1,730 impressions, 61 reactions
4. Happy Halloween from city staff (10/31) – 1,696 impressions, 33 reactions
5. Coachella hosted TCC Staff; site visit (10/18) – 1,422 impressions, 39 reactions

#### Website Performance – Coachella.org

Total Users - 36,002

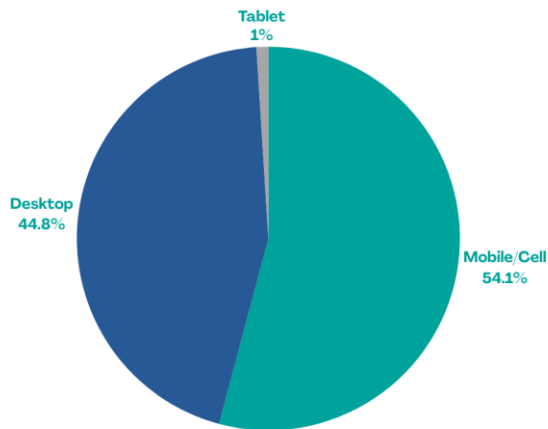
#### Peak Website Traffic

- December 8<sup>th</sup>
- 1,378 users
- This peak is attributed to the Whoville Holiday Parade taking place that day and people seeking additional information.

#### Top Five Pages Visited

1. /departments/utilities-department/**pay-my-bill**
2. /about-us/**city-news**
3. /departments/utilities-department/**payment-options**
4. /about-us/advanced-components/**search**
5. /Home/Components/**Calendar/Event/3043/20**

### Devices /Web Visitors



### Social Media Campaign

Launched a “Meet our Interns” campaign with short reels profiling each of them individually. The goal was to promote the program within our City and the great work they each did with their professional mentor.



### Branding

Developed new Dia De Los Muertos graphics for 2023 that were applied on t-shirt’s and as stickers for distribution throughout the community.





### Fall/October Resident Newsletter

A new issue of Nuestra Voz was distributed in October as both a digital and print edition. Topics covered included:

- The new Resident Engagement Academy
- City efforts surrounding Hurricane Hilary
- Internship Program in partnership with One Future Coachella Valley
- Art in Coachella/ Visit to Mexicali for Fiestas del Sol
- New Pickleball Courts
- Hispanic Heritage Month/Fiestas Patrias
- Movies in the Park – fall Edition
- Did You Know? Green Raiteros
- Community Events

### Public Relations Coverage

#### Halloween Carnival

1. NBC Palm Springs - [Coachella Halloween Carnival At Bagdouma Park \(nbcpalmsprings.com\)](https://www.nbcpalmsprings.com)

#### Coachella Resident Engagement Academy

2. NBC Palm Springs - [Coachella 'Resident Engagement Academy' to Begin Oct. 3 \(nbcpalmsprings.com\)](https://www.nbcpalmsprings.com)
3. KESQ - [Coachella 'Resident Engagement Academy' to begin Oct. 3 - KESQ](https://www.kesq.com)
4. NBC Palm Springs - [Coachella 'Resident Engagement Academy' to Begin Tuesday \(nbcpalmsprings.com\)](https://www.nbcpalmsprings.com)
5. Palm Desert Patch - ['Resident Engagement Academy' In Coachella Starts Tuesday | Palm Desert, CA Patch](https://www.palmdesertpatch.com)

#### Street Vendor Ordinance Workshop

1. KESQ - [Coachella seeks public input as officials create street food vendor ordinance - KESQ](#)

#### Mexicali Mural

1. KESQ - [Coachella mural celebrates sister-city status with Mexicali - KESQ](#)

#### Hometown Heroes

1. KESQ - [Calling all 'Hometown Heroes'! Coachella seeks nominations for a person who is making a difference - KESQ](#)

#### PR Coverage – Tree Lighting

1. Desert Sun - [10 things to do in the Palm Springs area this week \(desertsun.com\)](#)
2. Uken Report - [https://www.linkedin.com/posts/ukenreport\\_ukenreport-coachella-technology-activity-7128184551473909760--kae?utm\\_source=share&utm\\_medium=member\\_desktop](https://www.linkedin.com/posts/ukenreport_ukenreport-coachella-technology-activity-7128184551473909760--kae?utm_source=share&utm_medium=member_desktop)
3. Kunamundo - [En Coachella usarán tecnología avanzada par evaluar el estado de las calles y repararlas - KESQ](#)
4. NBC Live Coverage

#### Whoville Parade

1. MyNewsLA - [Whoville-Themed Holiday Parade to Get Underway Friday evening in Coachella - MyNewsLA.com](#)
2. Palm Desert Patch - [Whoville Parade Coming Friday In Coachella: What To Know | Palm Desert, CA Patch](#)

#### AtlasView Tech

1. California Insights - [Coachella Introduces AtlasView: A New High-Tech Software for Street Repair Assessment | California Insights | NewsBreak Original](#)
2. Uken Report - [https://www.linkedin.com/posts/ukenreport\\_ukenreport-coachella-technology-activity-7128184551473909760--kae?utm\\_source=share&utm\\_medium=member\\_desktop](https://www.linkedin.com/posts/ukenreport_ukenreport-coachella-technology-activity-7128184551473909760--kae?utm_source=share&utm_medium=member_desktop)
3. Kunamundo - [En Coachella usarán tecnología avanzada par evaluar el estado de las calles y repararlas - KESQ](#)

#### Home Enhancement Program (HEP)

1. KESQ - [Coachella home improvement program - KESQ](#)
2. PublicCEO - [Coachella residents eligible to apply for \\$50,000 in exterior home repairs through new home enhancement program - PublicCEO](#)
3. Newsbreak.com - <https://www.publicceo.com/2023/11/coachella-residents-eligible-to-apply-for-50000-in-exterior-home-repairs-through-new-home-enhancement-program/>

#### Animal Action League Check Presentation (12/11)

1. NBC Palm Springs - <https://www.google.com/url?rct=j&sa=t&url=https://nbcpalmsprings.com/2023/12/11/animal-action-league-to-receive-funding-from-city-of-coachella/&ct=ga&cd=CAEYACoUMTgwMjkyNTMyNzE5MzAxMjQ1MDQyGmFINWFIOGQzODZjYzZDg6Y29tOmVuOIVT&usg=AOvVaw3KaEOpF3DL90KYy7Pvm4Fj>
2. KESQ - [Coachella apoyó con \\$16 mil a Animal Action League - KESQ](#)

#### Coachella Prospera

1. Desert Sun - <https://www.google.com/url?rct=j&sa=t&url=https://www.desertsun.com/story/news/2023/12/20/coachella-wins-22-million-for-affordable-housing-climate-change-actions-parks-trees-jobs/71966215007/&ct=ga&cd=CAEYACoUMTc5NjY2ODQ3MjEzZmU1MTk4NTgyGmFINWFIOGQzODZjYzZDg6Y29tOmVuOIVT&usg=AOvVaw0kwdBXpl3M0ubkLpUpnDIC>
2. KESQ - [City of Coachella details \\$22-million grant for local community sustainability projects - KESQ](#)
3. KESQ – [Looking ahead: We went city-by-city throughout the desert. Here's what's expected in Coachella Valley in 2024 - KESQ](#)
4. NBC Palm Springs - [City of Coachella Awarded \\$22 Million Grant Towards Eco-Friendly Future \(nbcpalmsprings.com\)](#)
5. StreetsBlog Cal - [Strategic Growth Council Announces Round 5 Transformative Climate Communities Grants - Streetsblog California](#)

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## Public Works Department 2023 Fourth Quarter Report



TO: Honorable Mayor and Council

FROM: Maritza Martinez, Public Works Director

DATE: January 17, 2024

SUBJECT: Quarterly Report

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**Departmental Mission:**

In a balanced effort to maintain cost effective operations and provide maintenance and emergency response services in a reasonable and efficient manner, it is the mission of the Public Works Department to provide quality maintenance and repair of facilities and infrastructure for the City of Coachella community and its city departments.

**Executive Summary:**

The Public Works Department is responsible for the operations of our: facilities, fleet, landscape, lighting and maintenance districts, parks, and streets. The Department is also the home to our Emergency Services Division and Recreation Division. As reflected below the Public Works Department staff responded to a myriad of requests as reflected below between October 2023 to December 2023.

	Quantity
<b><u>Streets Division</u></b>	
Illegal Dumping	87
Homeless Camps	5
Training	2
Other Dept. Assists	8
Potholes	681
Patch service cuts	17
Sidewalk Repair	10 yards
Street Sign Main.	56 repairs
Street Light/New install Repair/Electrical wire installation	62 Repairs
Street Striping legends, stops/stop bars & bumps	None

	145 (145 Legends) (78 Gallons)
Traffic Control	6 jobs
Call outs	15
Weed Abatement	6 Weed Abatement 3 Grading Jobs Weed Control Spraying Program - Round-up 220 gallons
Special events	14
Streetlight Decor	32

<b>Facility Use Permits</b>	126 permits (Library, Community Center & Upstairs Conference room)
<b>Overseeding /Fertilization</b>	350 (50lbs) bags of Ammonium Sulfate 21.0.0 (7 pallets of fertilizer) 276 tons of mulch top soil application for turf areas
<b>Park Lighting Holiday Lighting</b>	66 Fixture Repairs & Relamping 2,200 linear feet of Holiday Lights Installed
<b>Sprinkler/Irrigation Repairs</b>	51 Heads replaced due to leaking or broken. 14 Valves 1 Main Lines; 60 drip heads replaced
<b>Tree/Plant Replacement</b>	120 pallets of seasonal flowers (6 <sup>th</sup> Street, La Colonia, Tierra del Sol, Paloma Estates) Tree Trimming = 425 trees ( thinning canopy and reducing height by 25%)
<b><u>Building Maintenance</u></b>	
<b>HVAC Systems Serviced / Repaired</b>	5
<b>Building Repairs</b>	23
<b>Floor Maintenance</b>	15,000 sq feet flooring deep cleaning

**ENGINEERING:**

**Capital Improvement Projects**

October 2023 - December 2023

**ST-69 Ave 50 Bridge over Whitewater Channel / ST-81 New Interchange @ Avenue 50 and 86 South Expressway**

Environmental document was approved and finalized in February 2019. Project meeting with Caltrans to review technical studies on the project continues. 95% plans and estimates have been submitted and are currently under review. Right-of-way acquisition is currently in progress.



**ST-93 Avenue 50 Widening Project (Calhoun to Harrison)**

Professional agreement with KOA Corporation has been approved by City Council on 10/9/2019 for Final Construction PS&E. City Staff coordinating with KOA to complete design PS&E. KOA has submitted 90% design PS&E for review. Right of way acquisition phase is currently in progress and negotiations with two property owners have been completed. Demo of the two properties is currently in progress. A portion of widening between Calhoun and Van Buren has been awarded and is scheduled to begin on 10/30/23.



**ST-98 Avenue 50 Extension PS&E (All American Canal to I-10 Interchange)**

Engineering Staff is awaiting responses to acquisition offers; Right-of-way acquisitions under negotiations with five property owners located west of the All-American Canal. City Council approved two purchase agreements for 2 of the 5 parcels. Bureau of Reclamation (BOR) has approved the environmental document for the work within the canal area. Hydrologic and hydraulics models are being reconciled with Coachella Valley Water District and Riverside County Flood Control District engineers.

**ST-131 Avenue 48 Widening from Van Buren to Dillon Road**

Environmental documents have been completed and final design for Plans, Specifications and Engineer’s Estimates are being made. Right of way acquisition phase is in progress. The project will add two lanes east bound and one lane west bound with bicycle and pedestrian facilities as well. Riverside County is lead agency on this project. The Project is currently out to Bid and is scheduled to break ground in April 2024.

**P-29 Avenue 53 Tot Lot**

Currently in design phase. Project will add a safety fence around park perimeter, new playground equipment, updated landscaping and ADA upgrades. Plans are currently at 50% complete.



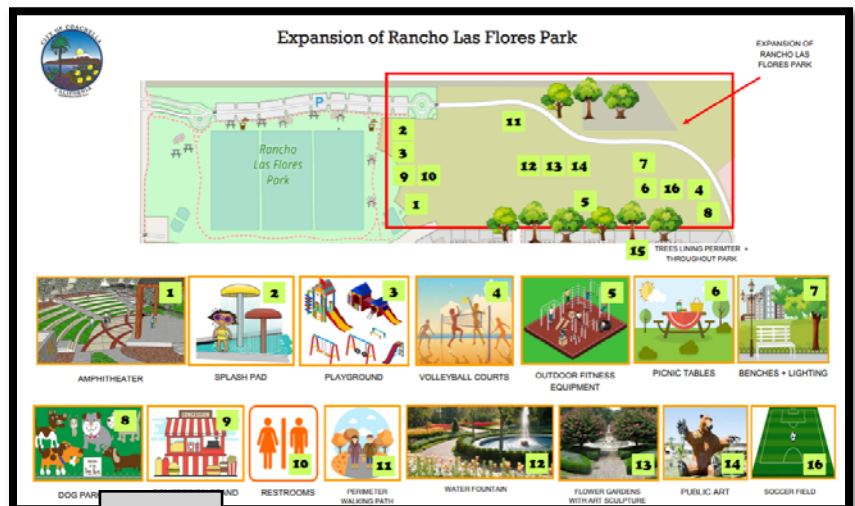
**P-30 & 32 Bagdouma Park Restroom Upgrades:**

The project will install a new restroom and concession stand and demo and install a restroom at Bagdouma Park. A design contract was awarded to Heptagon Seven on June 28, 2023 to provide plans, specifications and engineer’s estimates. The project is currently in design. A contract was awarded to The Public Restroom Company to procure the buildings.



**P-31 Rancho Las Flores II**

Design is currently underway. Survey has been done and conceptual plans have been presented. Project will complete Rancho Las Flores Park and include an amphitheater, splash pad, sports courts, dog park and flexible open space for fields, walking, exercising and gatherings. Expansion will also include complete landscaping and lighting.





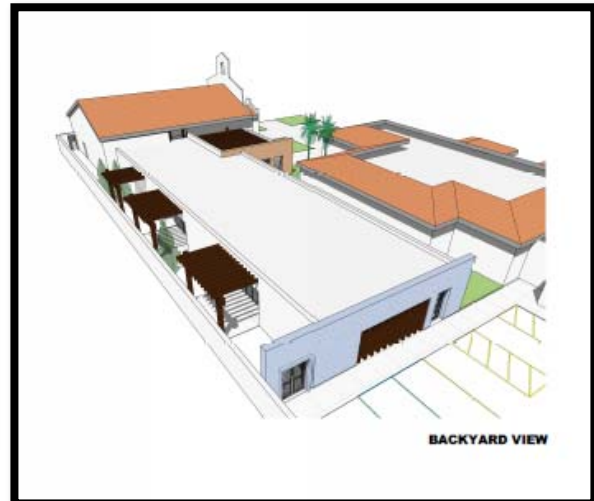
**F-7 Fire Station #79**

The Project will rehabilitate the Fire Station on Sixth Street to add private restrooms, bedrooms for staff, apparatus bay, generator upgrade, and electrical system upgrade. A construction contract has been awarded to Dalke and Sons Construction. Construction started in November 2022 and is 95% complete. Construction continues with exterior landscaping and final punch list items. City Staff continues to inspect.



**F-33 Library Annex:**

The project will renovate and upgrade the existing 7,700 SF Coachella Library Annex. A design contract was awarded to IDS Group on May 24, 2023 to provide plans, specifications and engineer's estimates. The project is currently in design. The project will include seismic retrofit, upgraded HVAC and electrical systems, and a restructured layout to provide better services to the public.



**Private Development Projects**

**Sunline Transit Hub**

A Preconstruction meeting was held with the Contractor and Sunline on January 9. Contractor has setup temporary fencing and started mobilizing. Construction will take approximately 6 months.



**Mariposa Pointe D.R. Horton:**

Model homes and phases 1-14 have been completed. Phases 15-17 are currently under construction. Off-site improvements continue to be constructed including street improvements on Avenue 50 and Calhoun Street. On-site storm retention basin drains improvements continue. City Staff continues to inspect.



**Bellissima Pulte Homes:**

Phases 1-6 are complete. Phases 7-9 are currently under construction. On-site curb and gutter and street base improvements have been completed. Off-site street improvements on Frederick, Avenue 53 and Calle Empalme continue to be constructed. City Staff continues to inspect.





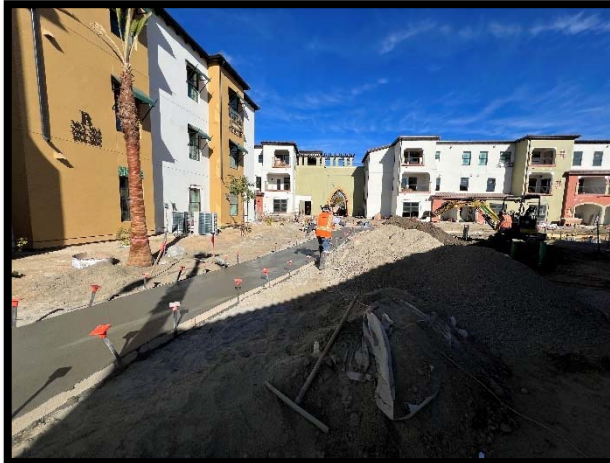
**Covalda Apartments:**

Covalda apartments will build 108 affordable housing units in Pueblo Viejo and will include commercial units as well. Construction has started and will take approximately 18 months. Contractor has started grading and compacting area. Contractor has installed underground storm water chambers. Contractor continues to work on water mainline upgrades. City Staff continues to inspect.



**Dolores Huerta Apartments:**

The Dolores Huerta Apartments will remove the Coachella Valley Apartments and build 110 affordable housing units. Phase 1 of 3 is currently under construction and have completed underground utilities and continue to install on-site improvements. City staff continues to inspect.





## Utilities Department Memorandum

TO: Gabriel D. Martin, City Manager

FROM: Cástulo R. Estrada, Utilities Manager

DATE: January 17, 2024

SUBJECT: Quarterly Activity Report (October 2023 to December 2023)

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### Coachella Water Authority:

The Utilities Department Water Authority Division provides water pumping, treatment, and distribution services to more than 8,900 service connections citywide that include residential, commercial, and industrial users. The City has three (3) Storage Reservoirs of more than 10 million gallons of capacity with six (6) operating wells that provides more than 8,000 acre-feet of annual water production. This division is responsible for a variety of tasks including meter reading, repairs, pumping, production, treatment, main and distribution repairs, water quality complaints, service connections/disconnections, and capital improvements along with other assigned duties.

<b>Coachella Water Authority Production and Distribution Highlights</b>	
<b><u>Description</u></b>	<b><u>Value</u></b>
Total -Water Production (Oct to Dec) (MG)	529.9
Chlorine Consumption (Gallons)	1100
Water Quality complaints	2
Monthly Samples Collected (Distribution System)	160
Quarterly Wells sampled	5
Valves Exercised	45
Valves Repaired/Replaced	1
Underground Service Alerts	37
Hydrants Flushed/Service	29
Standby Service Calls	50
Water Service Leaks	30
Main Leaks	1
Non responsive meters Cycle one	569
Non responsive meters Cycle two	503
Meter Replacements	55
Hydrant replacements	1
Delinquency Turn Off's	71
<b>Well Depths Monitored – 12/2023</b>	
Well No. 10 Depth (feet,) SWL	30.1 ft.
Well No. 11 Depth (feet,) SWL	89 ft.
Well No. 12 Depth (feet,) PWL	119 ft.
Well No. 16 Depth (feet,) SWL	31 ft.
Well No. 17 Depth (feet,) PWL	111 ft.
Well No. 18 Depth (feet,) SWL	89 ft.



Well No. 19 Depth (feet,) PWL	131 ft.
<b>Annual Production</b>	
2023 Total current production JAN 2023 to DEC 2023	2341.7
2023 Annual (MG)	2484.5

**Coachella Sanitary District:**

The Utilities Department, Sanitary Division, provides for all the collection, treatment, and disposal of residential, commercial, and industrial wastewater for the more than 9,000 service connections within the City and more than 400,000 lineal feet of sewer collection system (100miles) 4-inches to 54-inches, Two (2) sewage pump stations, and over 1,600 manholes.

For the **2nd Quarter of October, November, & December 2023**, almost 276.371 MG of wastewater was received at the wastewater plant or average daily flow of 3.004 MGD. The Plant treated a total of 247.468 MG. A total of 254 samples were collected at the Plant for monitoring.

<b>Water Reclamation Facility – 87075 Avenue 54<sup>th</sup></b>	
<u>Description</u>	<u>Value</u>
Total Influent per month (MG)	92.12
Influent Ave. Daily Flow (MGD)	3.004
Total Effluent per month (MG)	82.489
Effluent Ave. Daily Flow (MGD)	2.690
Plant Permitted Capacity (MGD)	4.5
Operational Upsets	None
Permit Violations	1
Hypochlorite consumption (Gallon)	15,000
Sodium Bisulfite consumption (Gallon)	5,000
Odor complaints	0
Samples collected this quarter (Plant)-	254
State Report completed/submitted	Yes

<b>Collection System &amp; Pump Stations Highlights</b>	
<u>Description</u>	<u>Value</u>
Underground Service Alert	245
Collection System Cleaning (feet)	71,489
Manhole Inspection/Cleaning	94
Collection System Spills	0
Collection System Blockages	None
Stand-By Calls	12
Collection System CCTV Inspection (feet)	850
Samples Collected (Field)	None
Pump Station Alarms	2
Wet Well Cleaning	None
Wet Well Inspections	48

**Environmental Division:**

The Environmental/Regulatory Division of the Utilities Department is responsible for areas relating directly to water, wastewater, storm water, quality protection. Initial focus is aimed at the National Pollutant Discharge Elimination (NPDES), Industrial Wastewater Pretreatment

Program (Source Control), and Fats, Oils & Grease (FOG) Program. These programs provide auditing, permitting, monitoring, and enforcement of our local City Ordinance. The following report details activities for the previous quarter: Item 12.

- Attended weekly and/or monthly meetings with Desert Task Force (DTF), Coachella Valley Salt & Nutrient Management Plan (CV-SNMP), Sustainable Groundwater Management Act (SGMA), Coachella Valley Regional Water Management Group (CVRWMG), Riverside County Flood Control (RCFC), and Woodard & Curran,
- Review and approve Industrial Wastewater Discharge Permits.
- Performed 70 Inspections and enforced compliance of Industrial facilities and food service establishment.
- Attended MS4 NPDES meeting discussing Regional Board's permit renewal updates and new regulations. Submitted 2023 NPDES Annual Report.
- Assist Development Services in reviewing plans pertaining to the Environmental Division.
- Ensure Hazardous waste are stored properly and scheduled for disposal.
- Monitor storm water outfalls discharging to the Coachella Valley Storm Channel (CVSC).



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Andrew Simmons, P.E., City Engineer

**SUBJECT:** Construction Contract with Demo Unlimited, Inc. in the amount of \$177,069.84 plus 10% contingency for the Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93.

**STAFF RECOMMENDATION:**

Authorize Construction Contract with Demo Unlimited, Inc. in the amount of \$177,069.84 plus 10% contingency for the Homesite Demolition of 50020 Kenmore Street and 50021 Balboa Street for the Avenue 50 Widening Project, City Project No. ST-93.

**BACKGROUND:**

The total cost to complete improvements for this project is an amount of \$9,250,000, currently there is a reimbursement agreement between CVAG and The City of Coachella to provide funding with the regional share of 75% (CVAG) for an amount \$6,937,500 of the total cost. The Project is among the Top 10 projects listed in the 2015 Transportation Project Prioritization Study (TPPS).

The City is the lead agency for this proposed work. The project will widen the existing street and construct concrete curb and gutter on within areas where none exists between Calhoun Street and Cesar Chavez Street. The finished project will complete the planned widening of Avenue 50 to two traffic lanes in each direction, and include pedestrian, bicycle and drainage facilities. These improvements require the acquisition of several properties along Avenue 50. The City has acquired two homes that require demolition for the improvements.

**DISCUSSION/ANALYSIS:**

The City requested informal bids in accordance with City standards and in compliance with California Public Contract Code. On November 29, 2023, the City issued an informal Notice Inviting Bids to Four (4) local contractors. The project bid opening was held on December 14, 2023 at 10:00 a.m. with one (1) company submitting a bid for this project. The bid opening results are listed below:

<b>Company Name:</b>	<b>City:</b>	<b>Responsive:</b>	<b>Bid Amount:</b>
Demo Unlimited, Inc.	La Quinta	Responsive	\$177,069.84
Jacobsson Engineering Construction	Thousand Palms	Unresponsive	N/A
Emery Landclearing & Grading	Thermal	Unresponsive	N/A
Young's Land Clearing	Thermal	Unresponsive	N/A

Staff has reviewed the bid and has determined that Demo Unlimited, Inc. is the lowest, responsive, responsible bidder. Staff recommends awarding the contract to Demo Unlimited, Inc.

**FISCAL IMPACT:**

The project has been included in the City's approved CIP FY 23/24 budget. The contract amount of \$177,069.84 and contingency in an amount of \$17,706.98 will be funded by the CVAG reimbursement agreement that splits cost under a 75% regional share/25% local share. The local share will be funded by Street DIF (Fund 127).

**ATTACHMENTS:**

1. Construction Contract

## CONTRACT FOR CONSTRUCTION

This Contract for Construction (“Contract”), is made and entered into this 24<sup>th</sup> day of January, 2024, by and between 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, sometimes hereinafter called the “City” and Demo Unlimited, Inc., sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

### ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**HOME SITE DEMOLITION PROJECT AT:  
50020 KENMORE STREET & 50021 BALBOA STREET  
COACHELLA, CA. 92236**

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor’s failure to comply with this obligation.

### ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **30 Working Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

### ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Hundred Seventy-Seven Thousand Sixty-Nine Dollars and Eighty-Four Cents (\$177,069.84)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

### ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City’s actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the

Contractor will pay the City the sum of **\$1,500.00** for each and every Working Day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture, if the project is not completed by the date set forth in the Invitation to Bid. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

## **ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.**

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Drug-Free Workplace Certification
- Asbestos-Free Material Certification
- Recycled Content Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Construction Plans and Drawings
- City of Coachella Standard Specifications and Procedures (June 2007)
- City of Coachella Standard Infrastructure Drawings (2007 Edition) including Surface Improvement Standards and Water Standards
- Standard Specifications for Public Works Construction "Greenbook" (2018), Except Sections 1-9
- Standard Plans for Public Works Construction "Greenbook" (2018)
- Caltrans Standard Specifications (2018), except Division 1
- Caltrans Standard Plans (2018)
- Applicable Local Agency Standards and Specifications, as last revised
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

**ARTICLE 7. INDEMNIFICATION.**

Contractor shall provide indemnification and defense as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.**

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

**ARTICLE 9. FALSE CLAIMS.**

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

INSERT CONTRACTOR'S NAME

By: \_\_\_\_\_  
Gabriel Martin  
City Manager

IF CORPORATION, TWO SIGNATURES,  
PRESIDENT **OR** VICE PRESIDENT **AND**  
SECRETARY **OR** TREASURER **REQUIRED**

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

ATTEST:

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

By: \_\_\_\_\_  
Delia Granados, City Clerk

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

APPROVED AS TO FORM:

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

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

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

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

473328  
Contractor's License Number and  
Classification

1000858623  
DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE  
NOTARIZED AND CORPORATE  
SEAL AFFIXED, IF APPLICABLE)**

**END OF CONTRACT**



# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

**BOND FORMS**

**Performance Bond**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, 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, California 92236, (hereinafter referred to as the "City") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **Home Site Demolition Project At: 50020 Kenmore Street & 50021 Balboa Street, Coachella, Ca. 92236**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \_\_\_\_\_ **DOLLARS, (\$\_\_\_\_\_)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor

remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City’s option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 202\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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COUNTY OF \_\_\_\_\_

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Signature of Notary Public

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- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

### END OF PERFORMANCE BOND

**Payment Bond (Labor and Materials)**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on \_\_\_\_\_Date\_\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Home Site Demolition Project At: 50020 Kenmore Street & 50021 Balboa Street, Coachella, Ca. 92236** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining

or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_



# Notary Acknowledgment

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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- Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Celina Jimenez, Economic Development Director

**SUBJECT:** Authorize a Community-Based Grant to Support 4 Paws, Inc., in the Amount of \$1,000 to Support its No-Cost Microchip and Vaccine Clinic for Owned Animals

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to Support 4 Paws, Inc., in the amount of \$1,000 to support its no-cost microchip and vaccine clinic for owned animals. The no-cost microchip and vaccine clinic will take place in Coachella sometime in April, 2024.

**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 23-24 budget included an allocation of \$15,000 for the Community Based Grant Program.

**DISCUSSION/ANALYSIS:**

Support 4 Paws is a 501c3 nonprofit animal rescue organization supporting animals and their guardians through community outreach, medical assistance and educational programs. Our mission is to keep animals safe, out of shelters and off the streets by providing much needed services to their owners. Services include: adoptions, microchip clinics, vaccine clinics, a fix-it-fund, customized tags, and education programs. Support is needed because there is a vet shortage nationwide and it is having a huge impact on the Coachella Valley. Low-cost options in the Coachella Valley area are increasingly difficult to come by because there not enough staff for more clinics and appointments at a vet clinic are weeks out and more expensive than many can afford.

**ALTERNATIVES:**

1. Authorize a Community-Based Grant to Support 4 Paws, Inc., in the Amount of \$1,000 to Support Its No-Cost Microchip and Vaccine Clinic for Owned Animals
2. Not Authorize a Community-Based Grant to Support 4 Paws, Inc.

**FISCAL IMPACT:**

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000 leaving a balance of \$13,000.

**ATTACHMENT:**

1. Copy of Application



# 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:** 01/06/2024  
  
July 1, 2023 - 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:**  
Free microchip and vaccine clinic for owned animals.

**4. Agency/Organization:**  
Support 4 Paws Inc  
**5. Mailing Address:**  
41399 Manchester St  
City: Indio Zip: 92203  
**6. Telephone:** (760) 574-1496  
  
**Fax:**

**7. Official Contact Person:**  
**Name:** Debbie McCurry  
  
**Title:** President  
  
**Telephone:** (760) 574-1496  
  
**Fax:**  
  
**E-mail:** Debbie@support4paws.org

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?  
1 year

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?

Clinic to be completed before the end of April 2024. Note we are the only organization providing these free services at EVERY clinic. We never charge.

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

We offer free microchips, DA2PP vaccines, rabies vaccines, dewormer for owned animals. Each clinic has a vet and at least 1 vet tech onsite to administer vaccines. Rabies certificates are provided. To ensure microchips are registered to owners we do that

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

Yes. DA2PP vaccines are provided by a grant from PetcoLove. Support 4 Paws already has the vaccines on hand.

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?

We typically follow up our clinic by another 3 weeks later to ensure puppies receive all DA2PP boosters. Future clinics will be funded by small donor donations and grants from other organizations. While the clinic would be new to Coachella we do them in other cities.

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

Free access to vaccinations and microchips for owned animals. In other cities we have not limited participation based on clinic location - but we can if that is a prerequisite of this grant.

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

All age groups, genders, ethnicity, income levels. While we aim to serve lower income levels we have chosen not to preclude anyone from the clinics - other than breeders. The clinics are meant for owned animals to help curb the proliferation of preventable diseases.

18. Attach a proposed budget for requested funds.

Authorized Official:

Title:

Signature: Sebbie McCurry

Date: 01/06/2024



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

SUPPORT 4 PAWS INC  
C/O DEBBIE MCCURRY  
41399 MANCHESTER ST  
INDIO, CA 92203-4064

**Date:**  
02/03/2023  
**Employer ID number:**  
92-1841003  
**Person to contact:**  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500  
**Accounting period ending:**  
December 31  
**Public charity status:**  
170(b)(1)(A)(vi)  
**Form 990 / 990-EZ / 990-N required:**  
Yes  
**Effective date of exemption:**  
January 5, 2023  
**Contribution deductibility:**  
Yes  
**Addendum applies:**  
No  
**DLN:**  
26053430007503

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](http://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.

Sincerely,

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



Debbie McCurry &lt;debbie@support4paws.org&gt;

## Congratulations: Petco Love Application Approved

1 message

**partners@petcolove.org** <do-not-reply.grants07-us-east-1@fluxx.io>

Mon, Dec 18, 2023 at 1:46 PM

Reply-To: partners@petcolove.org

To: Debbie McCurry &lt;Debbie@support4paws.org&gt;

Congratulations Support 4 Paws Inc (92-1841003) and THANK YOU for helping Petco Love take action to reduce vaccine preventable diseases!

We're pleased to inform you that your Petco Love Vaccine Campaign Re-Order has been approved. Please inspect the product upon arrival and if there are any issues, please contact us within 5 business days at [partners@petcolove.org](mailto:partners@petcolove.org).

Our distributor will be shipping the following total doses of vaccines to the address provided in your application. You should expect delivery within one week of receiving this email. *If you provided us with a new delivery address, please allow 5-7 business days for your order to arrive.*

Canine DAPPv: 375

Feline HCP: 125

By accepting the donated vaccines, your organization agrees that it has the capacity to directly administer the vaccines requested, will follow all state and local laws pertaining to vaccine administration, and will follow all vendor storage and handling recommendations for the provided vaccines. Vaccines will be provided to community owned pets, NOT shelter/foster pets, and provided to the public for **FREE\***.

\*This program is not intended to restrict organizations from requesting a donation.

### REORDERS

Additional reorders are available weekly as supplies last. Please submit any additional re-orders through the same Partner Portal form.

### REPORTING AND ADDITIONAL SUPPORT

We recognize that there is a cost of administering vaccines and therefore will provide an initial stipend of \$3 per administered vaccine. This stipend is based on the total number of administered vaccines reported on your quarterly grant reports.

Assigned grant reports may be found online in the application portal. Simply access the portal and visit the "Reports Due" link in the "Reports" section of the left-hand menu. *Please note that if you are an animal welfare organization performing sheltering and adoptions, you are required to complete a current **Annual Data Report**.*

### RECOGNITION OF YOUR AWARD:

To support your organization as you publicize this campaign we've created a [Vaccine Campaign Toolkit](#). Please download and use this toolkit when promoting this campaign. Included in your toolkit is a Petco Love Lost Flyer and participant survey which we would appreciate you sharing with pet parents receiving vaccines. Your participation will help further vaccine research and inform future initiatives. Requests for materials/advertisements or approvals for press releases and logo use should be sent to [media@petcolove.org](mailto:media@petcolove.org).

**\*Send photos to [media@petcolove.org](mailto:media@petcolove.org) and don't forget to use #PetcoLoveVax on social media!**

### IN KIND DONATION INFORMATION:

For your records of the donated vaccines, please use the following price per vaccine for DAPPv and HCP.

NOBIVAC® Canine 1-DAPPv \$4.52

NOBIVAC® Feline 1-HCP \$3.67

At Petco Love we value our relationship with your organization and our mutual goal of saving lives. We appreciate your continued partnership as we work together to ensure that all pets have the chance to live their best lives.

Thank you for being our partners in saving lives!





Debbie McCurry <debbie@support4paws.org>

# PayPal Giving Fund has sent you \$767.90 USD.

1 message

service@paypal.com <service@paypal.com>  
To: Debra McCurry <Debbie@support4paws.org>

Thu, Dec 21, 2023 at 8:09 PM

Hello, Debra McCurry



# PayPal Giving Fund has sent you \$767.90 USD.

Note from PayPal Giving Fund:



2000423415



**Transaction ID**  
1Y417552ET847363S

**Transaction date**  
December 21, 2023

Money received

\$767.90 USD

Please note it may take a little while for this payment to appear in the Activity section of your account.

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PayPal RT000231:en\_US(en-US):1.0.0:841fb590910ea

**Microchip & Vaccine Clinic**

Free microchips, microchip registration & vaccines (offer DA2PP and Rabies)

Assume 150 animals per clinic

Item	# required	Cost per	Total
DA2PP vaccines - Canine	120	\$4.52	\$542
DA2PP vaccines - Feline	30	\$3.67	\$110
Microchips	150	\$5.00	\$750
Rabies vaccines	150	\$5.00	\$750
Syringes	150	\$0.64	\$96
Copies of paperwork	400	\$0.17	\$68
<b>Total:</b>			<b>\$2,317</b>

Grants to cover cost:

City of Coachella	\$1,000
Petco Love grant covers DA2PP vaccines	\$653
Supporter donations / other grants	\$664

Total grants/donations: \$2,317



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve vehicle leases for FY 2023/24 with Enterprise Fleet Management Inc.

**SPECIFICS:**

- Approve vehicle surplus listing and replacement for 2023/2024.
- Authorize the City Manager to approve the Lease Rate Quotes for: seven (7) Ford F-150 units, two (2) Ford Escapes, one (1) Toyota Camry sedan and one (1) Passenger Van from Enterprise Fleet Management, Inc.
- Authorize FY 23/24 appropriation of \$160,329.20 for safety lighting and lease payments of 11 (eleven) new units.

**STAFF RECOMMENDATION:**

It is recommended that the City Council:

- Approve vehicle surplus listing and replacement for 2023/2024.
- Authorize the City Manager to approve a Lease Rate Quote for lease of seven (7) Ford F-150 units, two (2) Ford Escapes, one (1) Toyota Camry sedan and one (1) Ford Transit-350 Passenger Van from Enterprise Fleet Management, Inc.
- Authorize FY 23/24 appropriation of \$160,329.20 for safety lighting and lease payments of 11 (eleven) new units.

**BACKGROUND:**

The City maintains a fleet of vehicles and equipment for use by various City departments, which include light, medium and heavy-duty vehicles. Prior to 2019, the City of Coachella has historically purchased and owned all fleet vehicles and equipment. Since 2020, the City of Coachella has leased its light duty vehicles to decrease the average age of these units; in 2018 the average age of these units was 13 years.

Today the average age of the City's fleet is 6 years. This positive change in the reduced age of the City's fleet is due to the City Council's decision, in February 2020, to surplus and replace eleven/twelve units annually through a Master Equity Lease Agreement with Enterprise Fleet Management (EFM).

**DISCUSSION/ANALYSIS:**

This is the fourth year of this program, staff is recommending the following units be surplus:

Vehicle #	Year	Make	Model	VIN
23A	2014	Ford	F150	1FTFX1CF7EKD69659
46	2015	Ford	F250	1FT7X2A68FED69659
59	2015	Ford	F250	1FT7X2A64FED69660
75	2017	Ford	F250	1FT7X2A64HEE20478
72	2017	Ford	F250	1FT7X2A66HEE20479
78	2015	Ford	F150	1FTEX1C80FkE78120
4	2007	Honda	Civic	1HGFA46557L000457
35	2007	Honda	Civic	1HGFA46507L000446

The above noted vehicle replacements for FY 23/24 are based on vehicle age and mileage. To maintain a standardized fleet staff recommends replacement units listed above and new leases for the below units:

- seven (7) 2024 Ford F-150XL 4x4 SuperCab units; monthly cost per unit with maintenance \$884.39;
- two (2) Ford Escapes; monthly cost per unit with maintenance \$666.16;
- one (1) Toyota Camry Sedan; monthly cost per unit with maintenance \$602.92;
- one (1) Ford Transit- 350 Passenger Van; monthly cost per unit with maintenance \$1,068.13.

**FISCAL IMPACT:**

The 2023/24 fiscal impact for leasing these additional eleven (11) new units from Enterprise Fleet Management is \$110,329.20. The total cost to install needed safety equipment to required units is \$50,000. Staff is requesting an appropriation of \$160,329.20 to lease and appropriately outfit the identified equipment.

Attachments:

Lease Rate Quotes

- Ford F-150XL 4x4
- Ford Escape
- Toyota Camry
- Ford Transit Van 350 Passenger Van

**Prepared For:** City of Coachella  
Martinez, Maritza

**Date** 12/05/2023  
**AE/AM** JDD/am

**Unit #**

**Year** 2024 **Make** Ford **Model** F-150  
**Series** XL 4x4 SuperCab 6.5 ft. box 145 in. WB

Quantity x7

**Vehicle Order Type** Ordered **Term** 60 **State** CA **Customer#** 588084

\$ 43,511.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> CA
\$ 642.36 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	Oxford White
<b>Interior Color</b>	Black w/Medium Dark Slate w/Vinyl 40/20/40 Fr
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 43,811.00	Total Capitalized Amount (Delivered Price)
\$ 591.45	Depreciation Reserve @ <u>1.3500%</u>
\$ 221.78	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 813.23</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0720</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**Additional Services SubTotal**

\$ 71.16	Sales Tax <u>8.7500%</u>	<b>State</b> CA
----------	--------------------------	-----------------

**Total Monthly Rental Including Additional Services**

\$ 8,324.00	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

**LESSEE** City of Coachella

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
<b>Total Other Charges Billed</b>		\$ 125.00
<b>Total Other Charges Capitalized</b>		\$ 300.00
<b>Other Charges Total</b>		\$ 425.00

**VEHICLE INFORMATION:**

2024 Ford F-150 XL 4x4 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1L

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$42,956	\$44,980.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,995.00	\$1,995.00
<b>Total Price</b>	<b>\$44,951.00</b>	<b>\$46,975.00</b>

**SELECTED COLOR:**

Exterior: YZ-Oxford White

Interior: AS-Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
101A	Equipment Group 101A Standard	NC	NC
145WB	145" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
99P	Engine: 2.7L V6 EcoBoost	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,480 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X19	3.55 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC



## CONFIGURED FEATURES:

Item 15.

### Body Exterior Features:

Number Of Doors: 4  
Rear Driver Door: reverse opening rear passenger doors  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Box Style: regular  
Integrated Storage: pickup integrated storage  
Body Material: aluminum body material  
: class IV trailering with harness, hitch  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (front doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Remote Engine Start: remote start - smart device only (subscription required)  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: SYNC 4 911 Assist emergency communication system  
Navigation System: Connected Navigation navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
Interior Concealed Storage: interior concealed storage  
IP Storage: bin instrument-panel storage  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: FordPass Connect 5G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting  
 Display Type: digital/analog appearance  
 Tachometer: tachometer  
 Voltmeter: voltmeter  
 Compass: compass  
 Exterior Temp: outside-temperature display  
 Low Tire Pressure Warning: tire specific low-tire-pressure warning  
 Park Distance Control: Reverse Sensing System rear parking sensors  
 Trip Computer: trip computer  
 Trip Odometer: trip odometer  
 Lane Departure Warning: lane departure  
 Blind Spot Sensor: blind spot  
 Front Pedestrian Braking: front pedestrian detection  
 Forward Collision Alert: forward collision  
 Oil Pressure Gauge: oil pressure gauge  
 Water Temp Gauge: water temp. gauge  
 Transmission Oil Temp Gauge: transmission oil temp. gauge  
 Clock: in-radio display clock  
 Check Control: redundant digital speedometer  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Door Ajar Warning: door-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front and rear ventilated disc brakes  
 Daytime Running Lights: daytime running lights  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Height Adjustable Seatbelts: height adjustable front seatbelts  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
 Ignition Disable: SecuriLock immobilizer  
 Security System: security system  
 Panic Alarm: panic alarm  
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
 Front Bucket Seats: front split-bench 40-20-40 seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion  
Leather Upholstery: vinyl front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Cabback Insulator: cabback insulator  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome interior accents

Item 15.

Standard Engine:

Engine 325-hp, 2.7-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

**Prepared For:** City of Coachella  
Martinez, Maritza

**Date:** 12/05/2023  
**AE/AM:** JDD/am

**Unit #**

**Year:** 2024 **Make:** Ford **Model:** Escape  
**Series:** Active 4dr Front-Wheel Drive

Quantity x2

**Vehicle Order Type:** Ordered **Term:** 12 **State:** CA **Customer#:** 588084

\$ 29,226.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>CA</u>
\$ 443.66 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	Oxford White
<b>Interior Color</b>	Ebony w/Unique Cloth Front Bucket Seats
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 29,526.00	Total Capitalized Amount (Delivered Price)
\$ 398.60	Depreciation Reserve @ <u>1.3500%</u>
\$ 213.96	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 612.56</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0720</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**Additional Services SubTotal**

\$ 53.60	Sales Tax <u>8.7500%</u>	<b>State</b> <u>CA</u>
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**Total Monthly Rental Including Additional Services**

\$ 24,742.80	Reduced Book Value at <u>12</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

**LESSEE** City of Coachella

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
<b>Total Other Charges Billed</b>		\$ 125.00
<b>Total Other Charges Capitalized</b>		\$ 300.00
<b>Other Charges Total</b>		\$ 425.00

**VEHICLE INFORMATION:**

2024 Ford Escape Active 4dr Front-Wheel Drive - US

Series ID: U0G

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$28,171	\$29,345.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,495.00	\$1,495.00
<b>Total Price</b>	<b>\$29,666.00</b>	<b>\$30,840.00</b>

**SELECTED COLOR:**

Exterior: YZ-Oxford White

Interior: CB-Ebony w/Unique Cloth Front Bucket Seats

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
106WB	106" Wheelbase	STD	STD
200A	Equipment Group 200A	NC	NC
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
99N	Engine: 1.5L EcoBoost	Included	Included
C	Unique Cloth Front Bucket Seats	Included	Included
CB_01	Ebony w/Unique Cloth Front Bucket Seats	NC	NC
FPASS	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
SYNC	SYNC 4	Included	Included
YZ_01	Oxford White	NC	NC

## CONFIGURED FEATURES:

Item 15.

### Body Exterior Features:

Number Of Doors: 4  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip  
Front Bumper Insert: black front bumper insert  
Body Material: fully galvanized steel body material  
Body Side Cladding: black bodyside cladding  
Grille: black w/chrome accents grille  
Exhaust Tip: chrome tip exhaust

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Intelligent Access proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Remote Engine Start: remote start - smart device only (subscription required)  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: SYNC 4 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights  
Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper  
 Rear Window Defroster: rear window defroster  
 Tinted Windows: deep-tinted windows  
 Dome Light: dome light with fade  
 Front Reading Lights: front and rear reading lights  
 Ignition Switch: ignition switch light  
 Variable IP Lighting: variable instrument panel lighting  
 Display Type: digital appearance  
 Tachometer: tachometer  
 Compass: compass  
 Exterior Temp: outside-temperature display  
 Low Tire Pressure Warning: tire specific low-tire-pressure warning  
 Trip Computer: trip computer  
 Trip Odometer: trip odometer  
 Lane Departure Warning: lane departure  
 Blind Spot Sensor: blind spot  
 Front Pedestrian Braking: front pedestrian detection  
 Forward Collision Alert: forward collision  
 Water Temp Gauge: water temp. gauge  
 Clock: in-radio display clock  
 Systems Monitor: driver information centre  
 Check Control: redundant digital speedometer  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Bulb Failure Warning: bulb-failure warning  
 Door Ajar Warning: door-ajar warning  
 Trunk Ajar Warning: trunk-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front ventilated disc brakes  
 Daytime Running Lights: daytime running lights  
 Spare Tire Type: compact spare tire  
 Spare Tire Mount: spare tire mounted inside under cargo  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
 Knee Airbag: knee airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Height Adjustable Seatbelts: height adjustable front seatbelts  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
 Rear Child Safety Locks: rear child safety locks  
 Ignition Disable: SecuriLock immobilizer  
 Panic Alarm: panic alarm  
 Tracker System: tracker system  
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll



Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

Item 15.

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and manual reclining passenger seats  
Driver Lumbar: power 2-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 60-40 split-bench seat  
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: cloth front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: metal-look shift knob  
LeatherSteeringWheel: leatherette steering wheel  
Floor Mats: carpet front and rear floor mats  
Interior Accents: metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 180-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD

**AMENDMENT TO MASTER EQUITY LEASE AGREEMENT**

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Coachella ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 12th day of Feb, 2020, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the second to last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2024	Ford	Escape	7667834

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

City of Coachella ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By Tom Dolan Digitally signed by Tom Dolan

By \_\_\_\_\_

Title: Fleet Management AVP

Title: \_\_\_\_\_

**Prepared For:** City of Coachella  
Martinez, Maritza

**Date:** 01/15/2024  
**AE/AM:** JDD/am

**Unit #**

**Year:** 2024 **Make:** Toyota **Model:** Camry  
**Series:** LE 4dr Front-Wheel Drive Sedan

**Vehicle Order Type:** In-Stock **Term:** 60 **State:** CA **Customer#:** 588084

\$ 26,845.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> CA
\$ 400.29 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	(0 P) Ice Cap
<b>Interior Color</b>	(0 I) Black w/Fabric Seat Trim
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 26,845.00	Total Capitalized Amount (Delivered Price)
\$ 362.41	Depreciation Reserve @ <u>1.3500%</u>
\$ 143.87	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 506.28</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 52.34	Full Maintenance Program <sup>3</sup> Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0504</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**Additional Services SubTotal**

\$ 44.30	Sales Tax <u>8.7500%</u>	<b>State</b> CA
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**Total Monthly Rental Including Additional Services**

\$ 5,100.40	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

**LESSEE** City of Coachella

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
<b>Total Other Charges Billed</b>		\$ 125.00
<b>Total Other Charges Capitalized</b>		\$ 0.00
<b>Other Charges Total</b>		\$ 125.00

**VEHICLE INFORMATION:**

2024 Toyota Camry LE 4dr Front-Wheel Drive Sedan - US

Series ID: 2532

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$24,173	\$26,420.00
Total Options	\$1,061.89	\$708.00
Destination Charge	\$1,095.00	\$1,095.00
<b>Total Price</b>	<b>\$26,329.89</b>	<b>\$28,223.00</b>

**SELECTED COLOR:**

Exterior: 040-(0 P) Ice Cap

Interior: 20-(0 I) Black w/Fabric Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
040_01	(0 P) Ice Cap	NC	NC
1T	Trunk LED Bulb (TMS)	\$17.00	\$25.00
20_01	(0 I) Black w/Fabric Seat Trim	NC	NC
2T	All Weather Floor Liners/Cargo Tray (TMS)	\$195.00	\$299.00
3Z	First Aid Kit (TMS)	\$16.00	\$25.00
Adj	MSRP adj	\$588.89	\$0.00
D5	Door Edge Guard (TMS)	\$105.00	\$155.00
FA	Fabric Seat Trim	STD	STD
FE	50 State Emissions	NC	NC
NATL	National Region	NC	NC
PAINT	Monotone Paint Application	STD	STD
RO	Rear Dual USB Power Ports (TMS)	\$90.00	\$129.00
STDEN	Engine: 2.5L I-4 DOHC 16-Valve	STD	STD
STDRD	Radio: Audio	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTN	Transmission: 8-Speed Direct Shift ECT-i Automatic	STD	STD
STDTR	Tires: P215/55R17 AS	STD	STD
STDWL	Wheels: 17" x 7.5J Alloy	STD	STD
WL	Wheel Locks (WL) (TMS)	\$50.00	\$75.00

## CONFIGURED FEATURES:

Item 15.

### Body Exterior Features:

Number Of Doors 4  
Rear Cargo Door Type: trunk  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Front Bumper Insert: metal-look front bumper insert  
Body Material: galvanized steel/aluminum body material  
Grille: black grille

### Convenience Features:

Air Conditioning automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls, Dynamic Radar Cruise Control (DRCC) distance pacing  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Fuel Remote Release: power fuel remote release  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors  
Emergency SOS: Safety Connect (1-year trial) emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: illuminated glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Wi-Fi Connect with up to 2GB within 3-month trial internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid and roof mount antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low beam headlamps  
Auto-Dimming Headlights: Automatic High Beams (AHB) auto high-beam headlights  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Ignition Switch: ignition switch light

Variable IP Lighting: variable instrument panel lighting  
 Display Type: analog appearance  
 Tachometer: tachometer  
 Exterior Temp: outside-temperature display  
 Low Tire Pressure Warning: low-tire-pressure warning  
 Trip Computer: trip computer  
 Trip Odometer: trip odometer  
 Lane Departure Warning: lane departure  
 Front Pedestrian Braking: front pedestrian detection  
 Forward Collision Alert: forward collision  
 Water Temp Gauge: water temp. gauge  
 Clock: in-dash clock  
 Systems Monitor: driver information centre  
 Check Control: redundant digital speedometer  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Bulb Failure Warning: bulb-failure warning  
 Door Ajar Warning: door-ajar warning  
 Trunk Ajar Warning: trunk-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front ventilated disc brakes  
 Daytime Running Lights: daytime running lights  
 Spare Tire Type: compact spare tire  
 Spare Tire Mount: spare tire mounted inside under cargo  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: curtain 1st and 2nd row overhead airbag  
 Knee Airbag: knee airbag  
 Rear Side Airbag: rear side-impact-impact airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Height Adjustable Seatbelts: height adjustable front seatbelts  
 Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Rear Child Safety Locks: rear child safety locks  
 Ignition Disable: immobilizer  
 Security System: security system  
 Panic Alarm: panic alarm  
 Electronic Stability: electronic stability  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 3 rear head restraints  
 First Aid Kit: first aid kit

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
 Front Bucket Seats: front bucket seats  
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
 Reclining Driver Seat: power reclining driver and manual reclining passenger seats  
 Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: rubber front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: carpet trunk lid/rear cargo door

Cargo Mats: vinyl/rubber cargo mat

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 203-hp, 2.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



**Prepared For:** City of Coachella  
Martinez, Maritza

**Date** 12/05/2023  
**AE/AM** JDD/am

**Unit #**

**Year** 2024 **Make** Ford **Model** Transit-350 Passenger  
**Series** XL Rear-Wheel Drive Low Roof Van 148 in. WB

Quantity x1

**Vehicle Order Type** Ordered **Term** 60 **State** CA **Customer#** 588084

\$ 52,643.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>CA</u>
\$ 741.58 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	Oxford White
<b>Interior Color</b>	Dark Palazzo Gray w/Cloth Front Bucket Seats
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 52,943.00	Total Capitalized Amount (Delivered Price)
\$ 714.73	Depreciation Reserve @ <u>1.3500%</u>
\$ 267.46	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 982.19</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0720</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**Additional Services SubTotal**

\$ 85.94	Sales Tax <u>8.7500%</u>	<b>State</b> <u>CA</u>
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**Total Monthly Rental Including Additional Services**

\$ 10,059.20	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

**LESSEE** City of Coachella

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
<b>Total Other Charges Billed</b>		\$ 125.00
<b>Total Other Charges Capitalized</b>		\$ 300.00
<b>Other Charges Total</b>		\$ 425.00

**VEHICLE INFORMATION:**

2024 Ford Transit-350 Passenger XL Rear-Wheel Drive Low Roof Van 148 in. WB - US

Series ID: X2Y

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$50,488	\$53,145.00
Total Options	\$0.00	\$0.00
Destination Charge	\$2,095.00	\$2,095.00
<b>Total Price</b>	<b>\$52,583.00</b>	<b>\$55,240.00</b>

**SELECTED COLOR:**

Exterior: YZ-Oxford White  
 Interior: CK-Dark Palazzo Gray w/Cloth Front Bucket Seats

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
148WB	148" Wheelbase	STD	STD
21L	Dark Palazzo Gray Cloth Bucket Seats	Included	Included
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
58U	Radio: AM/FM Stereo	Included	Included
91M	8 Speakers (4 Front/4 Rear)	Included	Included
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
C	Cloth Front Bucket Seats	Included	Included
CK_02	Dark Palazzo Gray w/Cloth Front Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: TBD	Included	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X73	3.73 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

## CONFIGURED FEATURES:

Item 15.

### Body Exterior Features:

Number Of Doors 3  
Rear Cargo Door Type: split swing-out  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers  
Body Material: fully galvanized steel body material  
Body Side Cladding: black bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning manual air conditioning  
Rear Air Conditioning: rear air conditioning  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: fixed rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Front Cupholder: front and rear cupholders  
Floor Console: partial floor console with box  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio AM/FM stereo with seek-scan  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights  
Front Wipers: variable intermittent rain detecting wipers wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock

Systems Monitor: driver information centre  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Trunk Ajar Warning: trunk-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front ventilated disc brakes  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Height Adjustable Seatbelts: height adjustable front seatbelts  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
 Ignition Disable: SecuriLock immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 3 rear head restraints  
 3rd Row Headrests: 3 manual adjustable third row head restraints  
 4th Row Headrest: manual adjustable fourth row head restraints  
 Number of 4th Row Headrests: 4 fourth row head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 12  
 Front Bucket Seats: front bucket seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats  
 Driver Lumbar: manual driver and passenger lumbar support  
 Driver Seat Mounted Armrest: driver and passenger seat mounted armrests  
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
 Removeable Rear Seats: removeable rear seat  
 Rear Seat Type: rear bench seat  
 3rd Row Seat Type: removable third row split-bench seat  
 Reclining 4th Row Seat: split-bench fourth row seat  
 Leather Upholstery: cloth front and rear seat upholstery  
 Headliner Material: full cloth headliner  
 Floor Covering: full vinyl/rubber floor covering  
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
 Shift Knob Trim: urethane shift knob  
 Cargo Space Trim: vinyl/rubber cargo space  
 Trunk Lid: plastic trunk lid/rear cargo door  
 Cargo Tie Downs: cargo tie-downs  
 Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

*Item 15.*



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Andrew Simmons, P.E. - City Engineer

**SUBJECT:** Amendment Number Two to the Reimbursement Agreement with the Coachella Valley Association of Governments and appropriate \$29,881 from General Fund for Avenue 48 Arts and Music Line Project, City Project ST-140.

**STAFF RECOMMENDATION:**

Approve and execute Amendment Number Two to the Reimbursement Agreement with the Coachella Valley Association of Governments Design and appropriate \$29,881 from General Fund for the Avenue 48 Arts and Music Line Project, City Project ST-140.

**EXECUTIVE SUMMARY:**

The Coachella Valley Association of Governments (CVAG) is the lead agency for the proposed Avenue 48 Arts and Music Line (Arts and Music Line Project) improvements and has contracted with Webb and Associates to design the project.

The proposed Arts and Music Line Project will be a community connector to the CV Link located primarily along Avenue 48. On October 20<sup>th</sup>, 2022, the California Transportation Commission (CTC) staff announced that CVAG was recommended for a 36.483 million dollar grant for the Arts and Music line.

CVAG entered into a cost share agreement with the City of Coachella in April of 2022, for a total not to exceed sum of \$54,638. On January 25, 2023 City Council approved Amendment #1 for a total not to exceed amount of \$75,838. Due to additional final engineering costs that will be incurred to produce final bid ready plans, and to include pre-construction and construction management CVAG is requesting to amend the cost share agreement to cover additional work. Per the attached Amendment Number Two the new not to exceed cost share amount to the City of Coachella would be \$105,719.

**BACKGROUND:**

The Arts and Music Line is a pedestrian and bicycle community connector to the CV Link and located primarily along Avenue 48. The eastern end will extend along Dillon Road to the Spotlight 29 Casino. The western end will extend to Washington Street.

The project's design will incorporate both light and sound elements. The project also includes partnerships with two school districts and Golden Voice, as the route provides an opportunity to feature students' art and music.

The proposed local share of the design cost has been calculated by linear mileage of the project. Additional factors, such as sidewalk use and construction of trail along one or both sides of the road were included in the calculation.

**FISCAL IMPACT:**

The total project design cost is now projected be \$5,285,960. CVAG's regional share is \$3,964,470 and the 25% local share is \$1,321,490.

The local share is distributed between the Cities of Coachella, Indio, and La Quinta primarily by linear mileage and additional factors, such as sidewalk use and construction of trail along one or both sides of the road.

The City of Coachella's share would increase from \$ \$75,838 to \$105,719. If approved, the City's share would increase by \$29,881 and be appropriated from the General Fund.

**ATTACHMENTS:**

1. CVAG Arts and Music Line Amendment 2



**AMENDMENT NUMBER TWO  
 TO THE  
 REIMBURSEMENT AGREEMENT BY AND BETWEEN  
 CVAG AND THE CITY OF COACHELLA  
 FOR THE  
 ATP – ARTS AND MUSIC LINE**

This **AMENDMENT NUMBER TWO** is made and entered into this 4<sup>th</sup> day of December 2023, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (CVAG), the **City of Coachella** (Agency) and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original agreement dated September 30, 2019 for the ATP – Arts and Music Line Project.

1. **This Amendment Number Two extends the term of the contract to December 31, 2025.**
2. **This Amendment Number Two authorizes the scope of services in accordance with the attached Anser Advisory Management, LLC Technical and Fee Proposal for the not-to-exceed amount of \$509,333, including 20 percent contingency, to provide pre-construction and construction management services.**
3. **This Amendment Number Two authorizes the scope of services in accordance with the attached T. Y. Lin International Technical and Fee Proposal for the not-to-exceed amount of \$50,000 to provide supplemental pre-construction and construction management services.**
4. **This Amendment Number Two authorizes the scope of services in accordance with the attached Chen Ryan Associates, Inc. Technical and Fee Proposal for the not-to-exceed amount of \$934,730, including 20 percent contingency, to provide professional engineering and public outreach services.**
5. **This Amendment Number Two increases CVAG’s Regional Share to \$3,964,470, and the Local Share to \$1,321,490.**
6. **This Amendment Number Two authorizes CVAG to amend the cost-sharing agreements between CVAG and the Cities of La Quinta, Indio and Coachella for design costs related to the ATP - Arts and Music Line, by adding \$1,494,063 to the total costs for a revised total of \$5,285,960 which represents an additional \$1,120,547 totaling \$3,964,470 for the 75 percent CVAG share and an additional \$373,516 totaling \$1,321,490 for the 25 percent local share.**

		<u>Amendment Amount</u>	<u>Regional Share</u>	<u>Local Share</u>
Original Contract	September 30, 2019	\$2,731,897	\$2,048,923	\$682,974
Amendment Number One	December 5, 2022	\$1,060,000	\$795,000	\$265,000
Amendment Number Two	December 4, 2023	<u>\$1,494,063</u>	<u>\$1,120,547</u>	<u>\$1,321,490</u>
<b>Total Contract not-to-exceed</b>		<b>\$5,285,960</b>	<b>\$3,964,470</b>	<b>\$1,321,490</b>

Based on the revised additional \$373,503 to the local share, the revised 25 percent local share which totals \$1,321,478 per this amendment will be split between the cities of La Quinta, Coachella and Indio as follows:

<u>La Quinta</u>	<u>Indio</u>	<u>Coachella</u>	<u>Total Local Share (25%)</u>
\$330,372	\$885,398	\$105,719	\$1,321,490
25%	67%	8%	100%

**SIGNATURES ON NEXT PAGE**

The parties hereto have caused this **Amendment Number Two** to be executed by their duly authorized representatives on the above-reference date.

**ATTEST**

**CITY OF COACHELLA**

By: \_\_\_\_\_  
Gabriel Martin, City Manager

By: \_\_\_\_\_  
Steven Hernandez, Mayor


**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Carlos Campos, City Attorney

**ATTEST**

**COACHELLA ASSOCIATION OF GOVERNMENTS**

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

By:  \_\_\_\_\_  
Scott Matas, CVAG Chair

**Attachment A-1**

**Anser Advisory Management, LLC  
Technical and Fee Proposal**



## UNDERSTANDING OF SPECIAL ISSUES (IV)

### *Construction Management Reimagined*

The Anser team is comprised of individuals who truly take ownership of the project and are willing to go the extra mile to ensure the project is built right the first time. We are constantly looking for design and construction enhancements that will result in a pristine finished product.

*An example of this on the CV Link project was at the Palm Springs Visitor Center access point. The design drawings had laid out the top of footings in line with the proposed finished grades. Our Resident Engineer, Tyson Atwood, realized early that the visual roof line would look odd once complete. As such, he made slight modifications to the top-of-footing elevations so that the shade structures would visually be shaped like a “V,” which also cast a much more appealing shadow.*

**It is this high attention to detail which separates the Anser team from any other construction management firm.**

Plans are heavily scrutinized both in the office and in the field to ensure that the design intents are being met during construction. The Anser team is very accustomed to making minor design changes in the field as nearly all of the proposed tie-in elevations on the CV Link project have been significantly off. The way we have efficiently overcoming these challenges is by being very proactive. Once construction stakes are set, the Anser team will go out a minimum of two days ahead of the Contractor’s planned activities to ensure design feasibility. Minor adjustments can then be made with have zero to minimal impacts to the contractors means and methods and schedule. We can make such adjustments easily because, as part of our standard tools, Anser has invested in a builder’s laser level so that our inspection team can not only verify grades and forms without the assistance of a contractor. This also allows us to gather simple field topo without the need of additional survey costs.

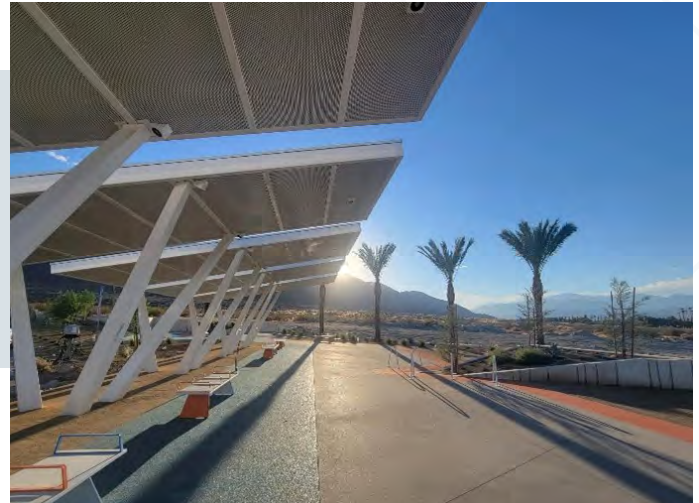


### *Unique Design Elements*

The AML has many unique features and elements which are being custom developed for the project. Anser has extensive experience in dealing with unique design elements and the challenges

that it brings to an owner. The first decision that CVAG must make is whether the agency should procure these items under a sole source agreement and then provide them to the contractor as owner furnished material. This is always heavily scrutinized by Caltrans and puts funding at risk if the proper procedures are not followed. Furthermore, California Public Contract Code

section 3400 also prohibits the use of specific brand names when bidding out work. On the CV Link project, Anser provided guidance to CVAG about the best way to procure specific design elements while still being in compliance with California Public Contract Code section 3400.



*Through our guidance, the Segment 1 contract was able to procure the exact benches, trash receptacles and bicycle racks that were desired by CVAG.*

As part of the Infrastructure Investments and Jobs Act (IIJA), the Build America, Buy America Act (BABA) was enacted in November of 2021. This act greatly increased the number of products which now fall within the Buy America requirements. This may include many of the fiberoptic and specialty lighting that is currently shown in the AML drawing package. During the pre-construction phase, Anser will ensure that all specified products meet the BABA requirements. The newly updated Caltrans 2023 standard specifications largely incorporate all these new Buy America requirements, however at this time it is unclear what the base specifications will be. If the Caltrans Standard Specifications are not used, the Anser team will ensure that all the newly updated Buy America language is in the contract specifications so that the contractor may accurately bid the project. Finally, during construction, our Resident Engineer will ensure that all Buy America requirements are being met and the paperwork is meticulously filed in preparation for any audit.

### *Understanding of Regional and Community Needs*

Anser has worked extensively in the region for over five years and has had an established local office for over three. **Over 75% of the daily Anser team staff that will be working on the Art and Music Line Project call the Coachella Valley home.**

As such, we have a strong understanding of the unique community needs of the Art and Music Line project, both as it relates to its local residents and tourism, driven in large part to the music festival season and other special events.

**Connections to Schools:** The AML will connect to over half a dozen schools, all of which are within disadvantaged communities where over 80% of the children are on Free and Reduced Priced School Meals. Many of these children rely on public or active transportation to get to school. The AML will provide safer routes to children who are already using active transportation means to get to and from school each day.

**Tourism:** April is one of the most important months to the region. Each weekend, over 100,000 festival goers visit the Empire Pole Grounds to attend Coachella Music and Arts and Stagecoach music festivals. This is not including the thousands of vendors that it takes to support these events. These grounds are also increasingly the home to additional festivals taking place in October. Consideration for these high traffic events must be accounted for both during the design and construction phase. The design must be thoughtful enough to recognize that there are 10's of thousands of people who would use the facilities no more than once a year. Likewise, during construction, we must ensure that our project is of minimal impact to the traveling public, especially during these high-volume weekends. The Anser team is well experienced working within the region during these timelines.

*During construction of our CV Link project, we ensured that our contractor took extra precautions by utilizing a combination of chain link and snow fence to keep tourism out of the construction zones. We also added additional signage above and beyond the requirements of the CA MUTCD to ensure clear communication to all tourists.*



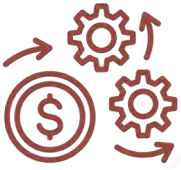
### Understanding of the Dillon Road Connection

The Dillon Road connection is the eastern most connection to CV Link. Anser is aware that the existing Dillon Road Bridge over the Coachella Valley Stormwater Channel is structurally deficient and functionally obsolete. Dillon Road is also a principal arterial serving the two tribal reservations: Cabazon Band of Mission Indians and Twenty-Nine Palms Band of Mission Indians, and is the only access to the City of Coachella connecting to Interstate 10 freeway. The risks and reliabilities are extremely high and Anser is ready to work through any and all challenges, including:

- *Coordination with Caltrans, Coachella Valley Associations of Governments, Coachella Valley Water District, City of Indio, City of Coachella, Cabazon Band of Mission Indians, Twenty-Nine Band of Mission Indians, utility companies and school districts on a consistent basis.*
- *Possible closing of Dillon Road Bridge during construction which may require long detours through Avenue 50 via a low-water crossing (not accessible during flood event) or Avenue 52, which will significantly increase emergency response time.*
- *Understanding that there is a Joint Powers Authority between the City of Indio, City of Coachella, Cabazon Band of Mission Indians and Twenty-Nine Band of Mission Indians, established in September 2018, related to the Dillon Road Bridge Project.*
- *Understanding that the Dillon Road Bridge Project is one of Coachella Valley Associations of Governments transportation projects in the Transportation Project Prioritization Study and how this relates to the Art and Music Line Project which is funded by federal ATP and local funds.*
- *Managing environmental clearances (i.e., AB52 and Section 106 consultations).*
- *Managing and conducting biological studies during breeding seasons only which may cause delays.*
- *Strategizing the political process and facilitating discussion among stakeholders that may have differing opinions or priorities.*

Anser has built a team who is ready to take on these challenges. Martin Magaña of Magaña Consulting Services joins the Anser team with extensive existing relationships and knowledge of the rich history of the surrounding area. We will guide CVAG in addressing these challenges by including City and Tribal staff in pre-construction meetings and progress meetings, implement City and Tribal punch list items during project closeout and coordinate acceptance walks with the City and Tribal staff as part of the final punch list process.





### Design and Practical Experience

Anser has extensive knowledge of the ADA requirements and bikeway construction as outlined in the California MUTCD. We've also kept up on all changes as these manuals are updated. This gives us a strong understanding of the critical elements not only during the constructability review phase, but also during construction. For example, we understand that there has to be 2-foot clear zone from the edge of path from any obstacles while the path.

*During the construction of CV Link behind the Palm Desert High School, this understanding of design criteria was critical as the proposed pathway alignment encroached into this buffer zone against an CVWD chain link fence. Since our contract stated to protect the fence in place, the Anser team made alignment modifications in the field to ensure that our edge of pathway was at least 2-feet away from the existing fence. This change was made a zero cost to CVAG. Had we not had this understanding, post solution would have certainly cost tens of thousands of dollars.*

Anser also understands that even though a design may work on paper and is within the guidelines of design standards, new features may cause confusion with drivers. As new sections of travel are opened, Anser will observe how traffic reacts to the changes, recognizing that there is a typical time period where locals will need to adjust to the changes. If any element of the design is not working as intended, Anser will take immediate action to add any temporary fixes as necessary while the design team provides a final solution. **Signal timing adjustments are frequently required on these types of projects. Anser will work with the local agency to ensure that signals are adjusted ahead of opening new routes to traffic.**

### Levee and Undercrossing Construction

One of the more important connections to the Arts and Music Line is connectivity with CV Link at the *La Quinta Promontory Point Access Point*. In order to make this connection, the proposed pathway will travel from Avenue 48 along the **La Quinta Evacuation Channel** and then drop under both the Highway 111 and Jefferson bridges. Anser has unmatched knowledge of the challenges of obtaining both design approval and constructing within Coachella Valley Water District (CVWD) right-of-way.

Our Resident Engineer, Tyson Atwood, has spent the past three years working very closely with CVWD, especially David Wilson and Chad Austin, in getting both design approvals, as well as construction coordination within the channel. Anser recognizes that CVWD has strong reservations about constructing the under crossings as proposed due to both safety and engineering concerns.

**Engineering Concerns.** One example of the engineering concerns CVWD will likely have is with capacity and scour analysis. The proposed design will reduce capacity of the existing channel by the addition of a retaining wall, and/or fill slope. As this channel is designated as a Zone A by the FEMA Flood Insurance Rate Maps (FIRM), CVWD will likely require a hydrologic/hydraulic (HH) analysis which shows that the impacts have negligible effects on the existing water surface elevations and scour depths. CVWD traditionally has Northwest Hydraulic Consultants (NHC) complete their third-party review of all HH studies. Through this process, Tyson has working knowledge of the types of analysis that NHC will be looking for, as well as how they prefer the data presented. Having previously worked as a HH design engineer, Tyson has a strong understanding of the software and types of analysis used to complete these studies.

*During the approval process of the CV Link under crossings, Tyson performed Quality Assurance of the designers' analyses and report prior to submitting to CVWD for review. During this process, he caught several inconsistencies in the report which had traditionally been flagged by NHC; avoiding an additional costly round of reviews and loss in schedule.*

With his extensive knowledge of what kinds of issues CVWD and NHC traditionally look for in their review, the Anser team will be able to perform independent Quality Assurance checks ahead of design submittals to CVWD which will cut down on the number of submittal reviews required ahead of CVWD approval.

**Safety Concerns.** Through our conversations with CVAG, we also understand that CVWD has safety concerns about building the pathway underneath the Jefferson and Highway 111 bridges, respectively. During our field visit, the Anser team did observe one homeless encampment in the Jefferson bridge abutment, opposite of where the pathway is proposed.

*The Anser team has vast experience in working with the homeless of similar under crossings during construction of CV Link. The Monroe under crossing had proven to be the most challenging location as there was a very well establish encampment within our construction limits. Prior to construction of the under crossing, Anser teamed with the CVAG Homeless outreach team so that contact could be made with the individuals. Once that initial contact failed, Anser worked with local law enforcement to have the individuals removed. Anser also came up with some additional design elements which helped as homeless deterrents. Through persistent work, there are no longer homeless encampments at any CV Link under crossing locations.*







**Our Lead Inspector, Kenny Casados, has worked through all these types of challenges during the construction of the CV Link access points and branded banding. These sections consisted of similar intricate patterns which required their own separate pours. We worked hand-in-hand with the contractor to develop pour plans and methods to cut relief joints which have avoided over 95% of cracking.**

Prior to bid, Anser will share our lessons learned with the design team to ensure contract specification language requiring sample panels, pour plans, doweling and saw cutting are all in the bid package. In addition, we'll recommend that language is in the contract which requires that the same mix design be used in sections, which ensures a consistent color product throughout the project

#### **Coordination with Cities, Utilities, and Future Projects**

We recognize the need to coordinate with many different stakeholders on this project, all of which the Anser team has existing working relationships with. A detailed description of our communication plan is discussed later. We also recognize that the AML is not the only planned project within the same footprint of work and that other agencies have their own projects to manage.

The AML project is not scheduled to go to construction until Q2 of 2025, meaning there is ample time to coordinate any future projects currently planned with the stakeholders. However, this also means that it's likely that projects within our work limits will be completed ahead of the AML going to construction. The Anser team has extensive experience coordinating these kinds of efforts on many different projects including North Park Mid-City, Bayshore Barrio Logan, and of course CV Link.

- *On the North Park Mid-City project, we actively had to coordinate with the City of San Diego for outside projects such as annual slurry seal maintenance, installation of fiber optics lines, and new building development; all of which impacted our work zones. Our proposed Assistant Resident Engineer, Brandon McKay, actively managed each of the conflicts with our contractor. Preferred critical path activities were altered, and re-design work arounds were just some of the solutions the Anser team came up with.*
- *On the Bayshore Barrio Logan project, we are actively managing a scenario where a local City sewer project within our work limits has been substantially delayed, which in turn has caused the Anser-managed project to pivot. We have proactively worked with our contractor to sequence the preferred critical path components of the project, so that construction activities could continue.*

We have many similar experiences on the CV Link project. CVWD has had two projects within the channel which have affected our ability to perform work in the areas, causing us to re-sequence work. The Dune Palms bridge replacement falls within the footprint of the current Segment 1 project which required the Anser team to revise start/stop locations.

*In the City of Palm Springs, the City had completed a small traffic calming project within the CV Link limits which was unknown to CVAG and the design team. Once construction began, our proposed Resident Engineer, Tyson Atwood, and Lead Inspector, Kenny Casados, actively worked with Donn Uyeno, then with Palm Springs, to incorporate the existing speed humps into the CV Link project.*

**The Anser team is prepared to actively deal with any curveball that the AML project throws our way and our proposed team has a proven record of success in keeping projects actively progressing through all of these types of scenarios.**

#### **ADA Compliance**

Public safety is a key component to the success of this project. Nearly every aspect of the project has to be within compliance of ADA standards. That means pathway cross slopes cannot exceed 2% and anything over 5% in the travel path is considered a ramp and must be treated as such in the design. Through our work on many projects, but especially on CV Link, our inspection team has developed comprehensive spreadsheets which ensure compliance with all ADA standards, while being able to complete the checks in a timely manner. Our inspection team will document all ADA components using tape measures to a 1/16 of an inch and smart levels to the tenth of a degree to ensure features do not exceed the maximum allowable slopes. If features are found to be out of tolerance, the Contractor will not be compensated for the work until the ramp meets project requirements. In addition to permanent ADA facilities, temporary facilities may be needed to guide pedestrians during stage construction and closed ramps. We could not find any mention of how the Contractor should construct temporary ADA facilities in the contract documents, therefore we recommend that these temporary facilities follow the Caltrans Temporary ADA Facilities Handbook.



## APPROACH/ WORK PLAN TO SCOPE OF SERVICES



### **Bid Administration and Pre-Construction Assistance**

**Schedule (a):** Anser currently employs a team of critical path method (CPM) scheduling experts who are experienced in a variety of scheduling software, including Primavera P6 and Microsoft Project. For the Art and Music Line project, there will be three critical phases to completing the project which are: Completion of Design, Obtaining E76/Advertise/Award, Construction. A detailed schedule is shown toward the end of the proposal.

**Completion of Design** is much more than simply just how long it will take for the designer to complete the drawings. This is the critical phase in which all the project stakeholders will have the majority of their input on the design. Anser has extensive experience working with all of the stakeholders on the project, including: Coachella Valley Water District (CVWD), Cities of La Quinta, Indio, and Coachella, as well as coordination with the Cabazon Tribe. Having worked with these agencies, Anser has extensive working knowledge of which agencies tend to stretch beyond their initially stated review period. We also have a strong understanding that it will likely take multiple reviews before obtaining approvals. In order to setup an accurate schedule, it is critical to set realistic activity durations, as well as allowing for multiple reviews.

**Obtaining E76/Advertise/Award.** There is an extensive package which is required as part of the approval package from Caltrans. The proposed Anser team are subject matters experts which in comes to the Caltrans Local Assistance Procedures Manual (LAPM) has successfully supported CVAG on a number construction package related to the CV Link program.

*Most recently, Anser was asked by CVAG to put plan packages and provide cost estimates for multiple Caltrans packages with just a few days turnaround deadline. Anser was able to quickly allocate resources and completed over 80 manhours of work in just 48 hours.*

Once the E76 is obtained, Anser will support CVAG in putting the bid package out for construction. Again, there are strict guidelines which must be followed in accordance with the LAPM. The advertise and award package is always the first item which is reviewed by Caltrans auditors during the initial project audit.

**Construction.** Having managed dozens of bikeway projects, the Anser team are experts in not only putting together but managing these linear projects in which the critical path activities may frequently change. As part of this procurement, Anser has developed a probable construction sequence which the contractor would likely follow. This schedule will be further

updated as we progress from 65 to 100% design drawings. Additionally, as discussed in our Special Issues section, we will be sure that we capture any outside agencies projects which could potentially affect our project.



**Bid Processes (e):** Once our constructability review is complete, Anser will then assist CVAG with putting out a bid package. As discussed above, Anser has extensive experience putting together bid packages in conformance with the Caltrans LAPM. Once the project is advertised, as we did with CV Link, we can take the lead in answering any questions which may arise from potential contractors during that process. Once bids are open, Anser will complete a comprehensive analysis of the bid items to ensure that there are significant bid items which are unbalanced. We will also review each bidder package to ensure that they submitted complete and responsive bids. A large part of that review will be to ensure that the contractor has made accurate claims of the DBE goal participation, or a review of the “good faith effort,” which would ultimately need Caltrans approval.

**Budget (b):** *Every successful construction project starts with a great estimate!* Financial expectations determine which projects are started, but only accurate cost estimates determine which are completed within budget. Our in-house Cost Estimating group lead by **Andy Kleimola**, recognizes the importance of having reliable construction cost estimates before a shovel ever hits the ground. Accurate cost estimates are required to create project budgets, evaluate cost implications of numerous design decisions as design advances and to analyze the accuracy and fairness of contractor’s estimate submissions.



Not only does the AML add complexities to standard concrete pathway construction, it also incorporates a number of unique fiberoptic and other unique lighting elements, all of which are key to making the pathway a work of art. This is all in addition to the structural elements that will need to be built to connect the AML to CV Link at the La Quinta Access Point. These elements all come at a cost where budgets are limited. The success of a project hinges on getting the alignment of budget, scope, and quality right at the beginning of the project, as well as the maintenance of that alignment as design progresses. Our team of estimators will help confirm engineer’s estimates, and when needed we can provide guidance to any discrepancies so that CVAG may have the most accurate information to make decisions from.



**Communication Plan.** Given the number of stakeholders on the project, having a formal communication plan and having contact information for all members is critical. The Anser team is unmatched not only its understanding of this, but also with having already established much of the groundwork required as part of this project.

*Through our work on the CV Link project, Anser and Burke Rix have already developed a communication plan which contains most contacts which will be part of the AML communication plan.*

We will work with CVAG to refine this list and ensure that contact information is captured in an organized manner in a way that anyone new to the project could be brought up to speed with who the key stakeholders are by simply reviewing the document. Given the length of the project, it's likely that key stakeholders may move positions. As such, we recognize that our communication plan will always be a working document which will need to be updated throughout the life of the project.

**Constructability Review (c):** As discussed in the **Special Issues section**, the Anser team brings knowledge of not only constructability issues, but also design guidelines, especially as it relates to bikeway facilities. As shown in the appendices, Anser has already begun its initial list of field observations with the provided 65% drawings. A thoughtful review of work adjacent to right-of-way lines will be required throughout the project.

*During the construction of CV Link, Anser was able to identify several areas which required either a Temporary Construction Easement or Slope Easement. By identifying early, Anser was able to put all the document required in order to obtain these easements with zero delay to the project.*

In addition to constructibility review, Anser will utilize Steve Latino from Michael Baker to perform a comprehensive engineering review. Steve has recently worked side-by-side with Tyson on a number of bikeway project for the City of Palm Desert. Their different backgrounds allow for highly detailed review of drawings which far expand beyond the typical constructibility review comments.

Bluebeam Revu™ has become the standard software for constructability review comments, however not all firms use it to its full capabilities. Effective use of studio sessions, thoughtful layers, and summary reports are what set Anser constructability reviews apart. Anser will mark up a set of plans on the PDF editor. There are two benefits with this software which can improve efficiency and reduce review times between the project team. First, we can place the drawings in a cloud-based server where multiple team members can comment directly on the PDF. This will allow simultaneous reviews rather than back and forth commenting between the team.

Second, once all the comments are compiled on the marked-up pdf set, the software can export a review sheet, which clearly identifies the page number, comment and most importantly a picture of the item being discussed. This report is to supplement or replace the excel spreadsheet typically issued as the tracking log for the constructability comments. When reviewing comments, there is no need for a set of plans and excel sheet. This report will combine both and make for more efficient, productive meetings with the team. Additional sketches and drawing details containing recommendations for package improvements will be provided to supplement the comment log to ensure clarity. The comment/response log will be supplemented with full-size sheet plans with markups for each project.

#### **Mitigation Measures and Environmental Requirements (d):**

Through our experience on CV Link and other projects, Anser has a strong understanding of the environmental requirements required to complete the Art and Music Line. These will include mitigation measures for burrowing owls, nesting birds, and bats, among others. Additionally, there will be cultural requirements, at minimum, for work that takes within the Cabazon and Twenty-Nine-Palms right-of-way. Anser has teamed with LSA who has a local office in Palm Springs and had been providing local support to the Coachella Valley for years. Along with Anser, LSA has personal working relationships with the local agency representatives, including Jacob Skaggs with the Department of Fish and Wildlife (CDFW).

Anser, with the support of LSA, will complete a thorough review of all environmental documents and place relevant items in our CPM schedule. A risk analysis of the current construction schedule will be reviewed with the CVAG so that thoughtful decision on when to release projects to bid can be made. We will take extensive care to ensure that all environmental requirements are capture in the projects Special Conditions and the time of bid.



## Construction Management



### Project Administration (3)

**Procedures Manuals (c, g, h):** The Anser Team understands that we will have to create and maintain hundreds of documents throughout the project duration to provide proof that the project was administered in accordance with Local, State and Federal guidelines. The requirements of the Caltrans Local Assistance Procedures Manual (LAPM) provide the minimum filing system that we must adhere to. However, a project of this size will require that we implement the full filing system established in the Caltrans Construction Manual. Anser's Resident Engineer, Tyson Atwood, and Document Control specialist, Amelia Fitchett, have expansive experience utilizing the Caltrans filing system and **together have successfully passed many Caltrans audits, including ones for CVAG, typically with just minor comments.**

**Coordination & Reporting (b, d, j):** Open communication is one of the keys to success of any project. The Anser team has an existing working relationship with not only CVAG, but the majority of stakeholders on the project. As discussed above, Anser understands the importance of having a written plan when dealing with so many stakeholders and partners on the project.

Once the project is awarded, the Anser team will kick-off the project with a pre-construction meeting which will include all project stakeholders. Clear lines of communication through the Anser construction management team will be reinforced at this meeting. During the construction phase, it is crucial to keep all stakeholders informed of the progress of the project. In order to manage the flow of information and keep the focus on the important issues, Tyson will institute weekly contractor progress meetings. Again, all stakeholders, such as the contractor, CVAG, the design engineer, CVWD, RCTD, and all Cities and Public Relations Officers will be invited to attend. Minutes of issues, discussions, statements, and commitments will be recorded and distributed after every meeting. Weekly and monthly Construction Progress Report will be provided to CVAG staff and other stakeholders as approved by CVAG identifying the progress made, upcoming work, and any issues that have or may be developing.

*Anser is very familiar with the formatting requirements for these reports as Anser helped develop many of the standard reports still used by CVAG as part of setting up the document control system on the CV Link project.*

**Progress Payments (a, e, f):** Prior to bidding the project, Anser will ensure that there is specification language which clearly define the payment schedules of the project. Anser will follow the time-tested procedures established in the Caltrans Construction

Manual for the tracking and payment of materials placed by the Contractor each month. Daily reports become the basis of documenting the material placed by the Contractor. This information is transferred to quantity (or Q) sheets that are established for each item of pay. All quantity sheets are backed up with calculations, photos or other means of verification, and are checked by an independent party prior to being submitted to Tyson. Payment vouchers are generated, along with a breakdown of reimbursement from the various funding buckets on the project. Monthly estimates are submitted to CVAG after discussion with the Contractor and confirmation that payment items are accurate. A detailed discussion on the process can be found in the Cost and Schedule section.

**Monitor Contractor's Schedule (i):** We will ensure that the Contractor is complying with the requirements of the monthly schedule updates and closely monitor the critical path to avoid delays and disruptions whenever possible. Non-working days and days added by the change order process will be incorporated into schedule updates. Our unique approach to scheduling is discussed in detail in the Cost and Schedule section.



**Partnering (l):** Anser firmly believes and practices proactive management on the job and will make every attempt to resolve issues at the lowest level possible. As discussed later in our approach to claims, even when there are disputes on a project, Tyson maintains the highest level of professionalism and never takes a difference of opinion personally. While we have a proven track record of being able to resolve disputes, should CVAG feel that a partnering session is needed, Anser will participate with an open mind.

**Quality Assurance Program (QAP) Manual (m):** Anser has managed hundreds of millions of dollars in federally funded projects, as such, we are extremely familiar with the Caltrans Quality Assurance Program in addition to the approved CVAG Quality Assurance Plan (QAP). The Anser team is currently administering the CVAG QAP by accurately tracking the quantities of all materials placed on the project to ensure that we are meeting the minimum testing requirements as outlined in the CVAG QAP. To increase cost effectiveness, Anser has teamed with Earth Systems who will perform all of our Quality Assurance Material Testing. Earth Systems has a Caltrans accredited laboratory locally in the Coachella Valley, along with local staff who are also Caltrans certified. It is through these accreditations that we will comply with the Independent Assurance (IA) requirements of the QAP Manual.

**Labor Compliance (n):** Standards established by the Department of Industrial Relations (DIR) require that Contractors adhere to specific pay requirements and submit certified payrolls to the managing body. Daily reports, along with employee EEO



interviews form the basis for reviewing contractor certified payrolls. During audits of construction records, certified payroll records are an area that is most often reviewed. Tyson has extensive experience providing Labor Compliance administration and will be supported by Chia-Chi Wang of our DBE subcontractor, DESI. Any deficiencies will be reported and pursued. Withholding of payment may be utilized to achieve compliance.

**Environmental Compliance (k):** As previously discussed, Anser and LSA will ensure that we are meeting all the environmental requirements set forth in the environmental documents. In the construction phase, we will ensure that our contractor is complying with all of the environmental requirements for the project that would now be in the special provisions. We are anticipating that the majority of the environmental monitoring will be required to take place at the two ends of the projects which tie into CV Link.

*Through our work on CV Link, we know that the surrounding area around Promontory Point has cultural resources which require additional monitoring. We also know of similar requirements at the Dillon Road connection, which takes place on tribal lands.*

In addition, monitoring of burrowing owls, bats, and other nesting bird will be required along the channels and under the bridges. *From our initial site walk of the evacuation channel, we did notice a nest inside one of the bridge abutments which will need to be addressed prior to construction.*



**SWPPP, AQMD, and Environmental Coordination (o, p):** Construction activities are ever changing for various reasons throughout a project, thus the reasons for continuous monitoring on a project. Knowing the appropriate BMP's for various construction activities is key to properly implementing a SWPPP and Dust Control Plan, especially on a project with so many working locations. Our team is extremely experienced in both Storm Water and Air Quality as Tyson is a Qualified SWPPP Developer's (QSD) and is also SCAQMD Coachella Valley Fugitive Dust Control certified. *Tyson and members of the Anser team are well versed in the new requirements set forth in the 2022 Construction General Permit which will become effective September 1, 2023.*

Project dust is always a challenge when working in the Coachella Valley, thus the additional requirement unique to the Coachella Valley in which the contractor will be required to submit a Dust Control Plan to AQMD. We have found that dust can be

especially challenging when working within the channels. Often times, dust complaints are blamed on the project, when in fact the dust in large part is a byproduct of high winds and regional dust. Anser has extensive experience with managing dust throughout the valley.

*On the CV Link project, Anser wrote a change order to the contractor to apply temporary tackifier to areas within the channel so that it could be proven to AQMD that the project was doing everything possible to stay within compliance. We will take this lesson learned and ensure that such dust control measures are requirements in the contract documents during the constructability review phase.*

In addition, Anser will ensure that the Contractor maintains properly permitted dust levels, as well as minimizes project track out from the site. Each project will have some scope of work requiring concrete, so our inspectors will ensure the contractor has washouts set up to rinse out the trucks. Tyson will continually monitor the site for compliance and strictly enforce that all mitigation measures described in the Dust Control Plan and/or SWPPP are being implemented and documented on a daily basis.

**As-Builts (q):** As part of our daily and monthly documentation we will maintain "As-Built" drawings. Developing these items in a contemporaneous fashion ensures the most accurate memorialization of the activities as they occur in the event of a time impact or dispute. We will keep a "Live" as built set of plans using Bluebeam Studio Software. This will be a tool that each member of the Anser Team can utilize and will have access to the most current set of plans at any time. At the end of the project, these electronic files can easily be bundled and transmitted to be updated into the electronic plan set and transmitted to CVAG, and all applicable stakeholders, for archiving.



### Construction Coordination (3)

Active construction coordination is discussed through various section of the proposal such as our under of project stakeholders, communication plan, and SWPPP coordination.

As demonstrated throughout this proposal, Anser has a strong understand of the coordination required to complete the AML project. Tyson Atwood, will lead the Anser Team as the Resident Engineer and looks forward to continuing his work as being the day-to-day contact with many of the same parties associated with the project which he is currently working with through his work with the CV Link project.



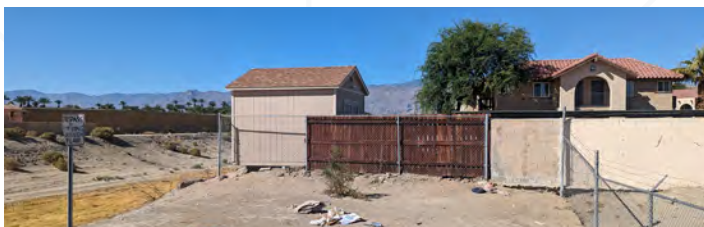
### Construction Inspection (4)

**Field Inspection (a-q):** Anser offers experienced and qualified inspectors with extensive experience with Greenbook and Caltrans

standards. These individuals will provide daily on-site observation and inspection of required materials, equipment, and methods of construction and assure that the project remains in compliance with all contract documents, permits and regulations. Our inspectors are also cross trained and versed in compliance as it relates to ADA, traffic control, SWPPP and AQMD PM10 inspections. Our digital daily inspection reports discuss conversations, labor, equipment, quantities, location and full description of work completed during the shift, as well as adherence to the compliance aspects of the Contract backed up with photographs. These daily reports are the backbone of hour our quantity (Q-sheets) are generated during the progress payment, which is discussed in the above section.

Our work plan is to eliminate surprises to CVAG by being proactive in working with the Contractor to identify and resolve deficiencies or problems as quickly as possible at the field level. Our inspectors will utilize the three (3) week-look-ahead-schedule to properly advance the construction effort by looking ahead, and by assisting the Contractor in resolving issues before they become problems. All work will be inspected for conformance with contract plans, specifications, and current specified and standards. Inspection documentation, processes, materials testing, and quality assurance will all be in accordance with CVAG and Caltrans Quality Assurance Manual.

Comprehensive and accurate daily records of field activities become the go-to document when a dispute comes to light. Early recognition of an issue allows added opportunities for resolution. If extra work is required, accurate documentation is critical to determine the actual costs incurred and come to an accurate evaluation of cost. When disputed work is not resolved by change order, it must continue under a potential claim. In this case, the Anser Team will create a file number to track the Contractor's effort with added scrutiny. Accurate documentation of manpower, equipment, and materials will allow us to disallow or minimize the cost of disputed extra work.



### Project Support (5)

**Construction Surveys (a-d):** Anser has teamed once again with the local branch office of *Michael Baker International (MBI)* to provide surveying services. MBI understands the importance in providing high quality services. The team we have assembled for this project propose to carry out those services to enhance the CVAG's outstanding reputation in providing the Coachella Valley with safe, reliable transportation and amenities throughout the

Valley. Our approach to the project is a proven and efficient team approach with California Licensed Land Surveyors engaged in every work task throughout the scope of work. The local Palm Desert Office currently has four (4) Licensed Surveyors and four (4) fully capable field crews employed full time working on Coachella Valley Projects.

Many times, it is the surveyor who discovers an inconsistency or deviation from design. While it is intended that deviations from plans do not occur, they inevitably may. Minor deviations are normal and can be dealt with routinely by the Party Chief and the Resident Engineer, who will keep the staff informed. When a plan deviation is other than minor in nature, the Party Chief will assess the problem and gather enough survey information for the Resident Engineer to resolve the issue without undue delay.

*The Anser and MBI team have an extensive working relationship when it comes to fixing errors in the field, as the CV Link project has been rattled with elevation busts throughout the project. The Anser and MBI team have worked together to obtain additional pothole and elevation data ahead of when the contractor wants to begin their work. Working together, we have saved CVAG 10's, if not, 100's of thousands of dollars in additional re-work costs.*

In addition to construction staking, the Anser and MBI teamed have worked through a number of right-of-way issues on the CV Link project as well. MBI has assisted Anser and CVAG in preparing legal documents which have enabled CVAG to get necessary temporary construction easements and slope easements which were not previously identified but required in order to complete the CV Link project.

**Material Testing/Source Inspection (e):** Anser has teamed with Earth Systems who will perform all material testing and source inspection. Earth Systems has extensive experience throughout the Coachella Valley and currently provides on-call geotechnical service to Riverside County Flood Control and Water Conservation District, Riverside County Transportation Department, the Cities of Rancho Mirage and Indio. They also often work on projects for the Cities of Palm Springs, Cathedral City, Palm Desert, La Quinta and Coachella, as well as Coachella Valley Water District. They have a local, Caltrans certified laboratory located in La Quinta.



**Public Outreach (c):** Anser has once again teamed with local small business, Burke Rix Communications (BRC) to help support our public outreach effort. BRC has extensive experience in providing a wide array of community outreach services on large infrastructure projects. Their team maintains relationships with community leaders and stakeholders throughout the region and particularly in the Eastern Coachella Valley. BRC has a positive track record in working closely with CVAG on CV Link and has





### Our team can also provide in-house photography as well as project management on video and drone services.

BRC currently maintains the CV Link project website and can quickly with the CVAG Public Information Office to create content for the AML tab on the CVAG site. The BRC team's experience working with CVAG IT and managing the CV Link and other program sites will allow work on the AML to be seamless and consistent.

**Permits (d):** Having worked extensively throughout the Coachella Valley, Anser is well versed in the various permits required to complete a project such as the AML. We anticipate that there will be dozens of permits required to complete the project. Each City will require multiple permits to complete work within their right-of-way; as will CVWD, County of Riverside, and the Tribes. In addition, there will be environmental permits such as the stormwater general permit, AQMD permit, as well as requirements not yet known which will be identified in the NEPA documents, which our teaming partner, LSA will identify and ensure compliance with.

*While this may be significantly higher than the average number of permits required for a typical construction project, the Anser team is managing twice as many on the CV Link project. We have existing relationships with all of the permitting agencies and have built a level of trust with all those which administer these permits.*

The Anser team will continue fostering those relationships and ensure that we are in compliance with all permits throughout construction. We will continue to review all permits at minimum of a monthly basis to ensure that extensions are filed and executed well ahead of the expiration date, ensure no lapses in permits.



### Cost and Schedule (6)

**Cost Control (a):** At the beginning of the project, Anser will set up a master spreadsheet which tracks payment quantities of each bid item, as well as total payment amounts each month to the contractor. Change Orders,

Extra Work, and Potential Change Orders will all be tracked in their own report. Additionally, payment for Owner Furnished Materials and Materials on Hand will be separately reported on. A monthly project summary report of all these items will be provided to CVAG on a monthly basis. Tyson will closely monitor the project contingency and report on it on a monthly basis. We will analyze both bid items and CCOs to estimate the total contingency used. It is imperative to communicate the project's budget with CVAG so that project mitigation measures can be made and/or additional contingency funds can be secured.

At the end of each pay period our inspectors will prepare Quantity (Q) Sheets that clearly and accurately calculate the quantity of work completed in the past period. The quantity sheets will show calculations or field measurements to justify proper payment to the Contractor. Upon completion by the field inspector, the Office Engineer will check the Q-Sheets for accuracy and input the quantities into the Anser tracking log spreadsheet. Prior to finalizing the payment and submitting to CVAG each month, Tyson will perform a final check of complete payment package. With multiple locations and various site conditions on each project, it is possible that some items may experience quantity overruns. The Anser team will closely monitor each item of work and look for trends early in the operation that could raise red flags of an overrun. If that does happen, Tyson will immediately bring it up to CVAG and begin to form mitigation ideas in order to save project costs.

*Tyson has had great past success managing cost overruns. While a Resident Engineer on the County of San Diego AC Overlay project, Tyson accurately forecasted that the asphalt concrete (AC) quantity was going to be severely overrun. Due to this, the design engineer was able to revise originally proposed treatment types from mill and inlay to overlay, saving on AC tonnage. Ultimately all planned roadways were completed with an AC treatment and the project finished slightly under budget.*



**Schedule Control (b):** Minimizing impacts to the traveling public, local residents, and businesses will be critical to the success of this project. There are time sensitive notifications, submittal review times, and utility notifications that will need to be incorporated into the project specifications so that the Contractor can list these critical items into the CPM baseline schedule and tie them to a specific activity. During each monthly update review, the engineer and Contractor can look at these items to ensure the team is making the proper notifications to the utility or turning in and reviewing submittals.

We ensure that the Contractor is complying with the requirements of the monthly schedule updates and closely monitor the critical path to avoid delays and disruptions whenever possible. Our unique approach involves analysis of the Contractor's schedules on a weekly basis, using the information from our inspectors' daily reports, meeting minutes, submittal logs and other project records. This schedule analysis approach



is extremely proactive and provides CVAG with notice of any potential delays. We believe the project schedule is a critical tool for managing project completion, when fully integrated into the project's requirements. Our experience indicates that a proactive scheduling approach with clear specifications and effective administration is a proven method to reduce risk and liability on the successful completion of the project for both CVAG and the Contractor. The construction management team enforces the scheduling requirements in the Contract provisions, which are key to place the project in a positive position in case of claims. Our team is versed in Primavera P6, Phoenix, Expedition, Claim Digger, MS Project and other programs. We have experience dealing with various schedule types, and specific analytical approaches, including CPM, fragnets, move in schedules and contemporaneous period analysis as an effective method of characterizing and quantifying delays.



### Contract Change Order and Claims (7)

**Change Orders (a-d):** Whether it be an unknown utility, design omission, or Owner requested design modification; change is an inevitable part of construction. Anser will advise CVAG of all situations when a contract change order should be submitted to the contractor. Proper backup documentation, emails, approvals, relevant photographs, and reports are always kept in the project file to support the terms of the Change Order. Anser's primary mechanism for change management will be a negotiate lump sum agreement. For these agreements an independent cost estimate (ICE) will be provided with each change order. If the scope cannot be clearly defined, or if Tyson cannot agree to a cost with the Contractor, then a Force Account Contract Change Order (CCO) will be issued. Tentative agreements will be issued daily by our inspector to the contractor for all work which is being tracked under force account, for any work which may later be disputed. Anser will write the change order, accompanying memorandum, and package all backup necessary prior to submitting to CVAG for final approval.

**Claims (e):** Anser believes and practices proactive communication and proactive management which promotes collaboration on the job and will make every attempt to resolve issues before they become disputes. However, we will vigorously defend the interests of CVAG and explicitly enforce the contract documents.

Our Team employs claims experts with a proven track record with Caltrans and other public agencies on projects of all sizes. The Anser Team brings valuable "lessons-learned" and as-needed advice on resolving and mitigating potential contractor claims. The core of the Anser Team Risk Management strategy is to ensure assembling a well-defined bid document. We will monitor all site records of events, labor, materials and equipment for potential claims or delay issues. This contemporaneous data will be essential when analyzing a contractor's claim and crucial to refute parts of it. Our team will assemble complete "issue binders" of every issue that will contain all relevant RFI's, change orders, correspondence, pictures, inspector's dailies, cost analysis and schedule analysis. These documents will be electronically linked in our document control system for easy retrieval by CVAG staff for review. Our objective will be to minimize misunderstandings by providing clear and concise analysis of all the major issues on the project.



Our unique approach involves analysis of the Contractor's schedules on a weekly basis, using the information from our inspectors' daily reports, meeting minutes, submittal logs, Weekly Statement of Working Days,

and other project records. This schedule analysis approach is extremely proactive and provides CVAG with notice of any potential delays. We believe the project schedule is a critical tool for managing project completion, when fully integrated into the project's requirements. Our experience indicates that a proactive scheduling approach with clear specifications and effective administration is a proven method to reduce risk and liability on the successful completion of the project for both CVAG and the Contractor. We have experience dealing with various schedule types, and specific analytical approaches, including CPM, fragnets, move in schedules and contemporaneous period analysis as an effective method of characterizing and quantifying delays.

**CM Staffing Plan (c):** During the Baseline review, our Resident Engineer, Tyson Atwood will sit down with our Project Manager, Lucas Rathe and CVAG to discuss potential staffing needs. We will identify key activities in which part-time personnel will be required. We will also analyze the anticipate location of each overlapping activity to ensure that we have adequate resources to ensure Quality Assurance of the project. Anser field personnel are well cross trained and can many times fulfill multiple project roles. We will look for opportunities to utilize staff in this manner, reducing the total number of hours required on the project. Our proposed resource plan will be shared with CVAG for additional input and approval. Should major changes be made to the project schedule, Tyson will again work with Luke to ensure that we have the proper amount of resources on the project.



The following includes a detailed breakdown of key responsibilities by personnel.

## Arts & Music Line Responsibility Matrix

		CVAG	Resident Engineer	Assistant Resident Engineer	Office Engineer/ Document Control	Structures Representative	Lead Inspector	Field Inspector	Utility Coordinator	Labor Compliance	Scheduler / Claims	Environmental	Survey	Materials Testing
		Randy Bowman	Tyson Atwood	Brandon McKay	Amelia Fitchett	Scott Walker	Kenny Casados	Var.	Melanie Lopez	Chia-Chi Wang	Shawn Paroline	LSA	MBI	Earth Systems
Office	RE Weekly Report	C	P	S	S									
	Weekly Progress Report	R	A	R	S		P							
	Monthly Report	R	A	P	S									
	Labor Compliance/EEO Review	C	A	R	S					P				
	DBE Compliance Review	C	A	P	S		S	S						
	QC Testing Review	C	A	P	S	R								
	QA Testing Review	C	A	P	S	R								
	Progress Pay Estimate	C	A	P	S		S	S						
	Weekly Statement of Working Days	C	A	R	P									
	Change Orders	A	A	P	S		S	S						
	Request for Information (RFI) Review	C	A	P	S				S					
	Submittal Review	C	C	P	S	S			S					
	LAPM Document Control	C	A	R	P	R								
	Construction Staking Request	C	C	A	S		R						P	
	Material Testing Coordination	C	C	P	S		S	S						R
	Utility Procurement	C	C	S	S				P					
	Bi-Weekly Safety Meeting	C	A	P	S	S	S	S	S	S	S	S	S	S
	Schedule Review	C	A	S		S					P			
	SWPPP Monthly Check List	C	A	R	P									
	Field	Field Daily Report	C	A	R	S	R	P	P					
Construction Staking/Cut Sheets		C	A	R	S	S							P	
Safety Review/Reporting		C	A	R	S		P	S						
SWPPP Field Review		C	A	R	S		P	S						
Labor Compliance Interview		C	A	R	S		P	S		R				R
Environmental Compliance		C	A	R		S						P		
Punchlist & Completion List		C	A	R	S	S	P	S						
Non-Conformance Report		C	A	P	S	S	S	S						
QA Material Testing		C	C	R	S	S	S	S						P

## METHODS FOR QUALITY, BUDGET AND SCHEDULE CONTROL

Anser prides itself in successfully delivering projects with the highest quality of work product while meeting our clients' needs and expectations. Our quality procedures encompass all aspects of our performance. We implement project management procedures to assure accountability of the team using the project control methods described below to keep this project on schedule and within the authorized budget. Additionally, we have quarterly internal audits that vet the completeness of daily reports and confirm that only relevant and contractual information is recorded.

### *Project Management Plan for Successful Delivery*

In accordance with Anser standard procedures, Lucas Rathe, PE, our Project Manager, develops and issues a Project Management Plan (PMP). The PMP details our management and technical plan for successfully delivering your project, including quality procedures, and details the following subjects:

**Project Overview.** Describes the overall project, your project goals, your expectations of Anser, and our scope of work.

**Organization/Roles and Responsibilities.** Provides for a clear chain of command, confirms the role and decision-making authority for team members. This can also be used as our communication plan.

**Deliverables/Schedule.** Ties deliverables to the schedule, details deliverable requirements and standards, and includes a copy of the contractor's detailed schedule once it is issued.

**Document Control Procedures.** Details how we will manage hard copy and electronic files and provides a quick reference sheet for the filing system.

**Inspection and Sampling/Testing Procedures.** Provides a quick reference sheet for inspection protocols with references to standards, forms, and requirements.

**Standard Forms.** Provides easy access to all forms we will use on this project. All forms will be in accordance to the Caltrans Manual.

The PMP is issued to every project team member, including CVAG, and we ask team members to review and sign it to confirm that they have read and understand our approach to delivering the project. The PMP is regularly updated to reflect the current status of the project and any changes that have occurred, such as changes in standard forms. Using the PMP we align the entire team around your goals, objectives, standards, and requirements. This approach enables us to achieve consistent and predictable results the first time and helps us avoid costly and time-consuming rework.

In addition to planning for quality, we regularly verify that we are following the plan and meeting your expectations. Verifying compliance is the responsibility of our Resident Engineer, Tyson Atwood, who performs periodic quality assurance audits to confirm that procedures we comply with all project standards and procedures, including:

- » *Field Safety*
- » *Office Procedures*
- » *Submittal tracking and review*
- » *Timely schedule review and monthly updates*
- » *Project file organization*
- » *Timely daily reports*
- » *Timely RFI review and response*
- » *Timely response to claims notices*
- » *Accurate monthly progress payments with support documents*
- » *Timely meeting minutes*
- » *Material testing requirements and resolution of disputed test results*
- » *Documentation for project permits*
- » *Timely contract change orders and independent estimates review*
- » *Current As-built status*
- » *Timely issuance of Relief of Maintenance*

Following the audits, improvement notifications are issued for any deficiencies and Luke will follow up with the CVAG PM to confirm that appropriate corrective action is taken. To meet or exceed your expectations, Luke will meet with CVAG every six months to perform an evaluation of our team where we ask you about our performance. Following this discussion, Luke will meet with Tyson to provide feedback and help the team adjust how we perform our work so that we provide you greater satisfaction with our services. The end result of our approach is continuous performance improvement over the duration of the contract.

In addition, the Anser team will work closely with CVAG to verify and monitor contractor's adherence to the contract Special Provisions, Plans, Standard Plans and Caltrans Manuals as it pertains to Quality Assurance (QA.) QA testing and inspections will take place to ensure the accuracy and compliance of the work. QA sampling and testing will be in accordance with Caltrans Test Methods (CTMs) per the frequencies dictated in the Caltrans Construction Manual, Testing Frequency Tables. Test that are not covered by CTM will be covered by American Society for Testing and Materials (ASTM) International. A Caltrans certified laboratory shall always be utilized to perform soils and material service testing to validate contractor's test results. The Anser team will ensure that all test machines are calibrated annually or more frequently using devices of accuracy traceable to the National Bureau of Standards. Batch plant and source inspections shall take place by individuals that are certified for this type of sampling.



Anser will keep daily reports and logs to track the stages of the work, progress, and any required Quality assurance testing. The logs will track test performed and their results, samples taken, and any test or samples taken by the construction management team will assure current status of certifications, non-compliance reports (NCRs), submittals, and any other aspect of quality assurance and inspection that should be tracked for compliance and proper record keeping.



### Document Control

The Anser team, led by Tyson Atwood, will establish, manage and coordinate a document control system to manage and store all project-related information for the Project. We are well versed with the Caltrans uniform filing system and intend to use the same system both electronically and hard copy.

A *unique tracking number system* will be implemented to provide control of all documents, records, reviews, and writings, and to provide for expediting the transmittal of all construction documents. This tracking system will account for all letters, memos, submittals, shop drawings, change orders, Requests for Information, Request for Qualifications, notice of potential claims, suspended correspondence, and all other pertinent sources of information. Tyson will also establish and maintain an issue tracking system. Both tracking systems will use a unique numbering system to ensure document control. The system will contain all issues requiring the attention of all stakeholders. All meeting minutes will be recorded sequentially to ensure that all actions items are tracked and completed in a timely manner to avoid potential project delays.

We will utilize an electronic system to allow complete storage of all project documents electronically in addition to customary storage of hardcopy documents in accordance to the Caltrans uniform filing system. Upon completion of each project, all hardcopy and electronic documents will be transmitted to CVAG.

### Cost Control

*We understand the importance of delivering projects within budget.* We have a history of completing construction projects on time and within budget. Value engineering is an excellent method to reduce the project costs.

We constantly look for means and methods to reduce the project cost while being thoughtful to not create impacts to the public or the cities. Our team is experienced in identifying and quantifying items to enhance the quality of the project while reducing lifecycle costs. Through partnering, the contractor is encouraged to also find ways and means that benefit both the contractor and CVAG, providing a win-win situation. Using

experience, the CPM schedule and a five-week look-ahead schedule, we are proactive in “looking ahead” of the contractor’s operations to identify issues that may impact costs, and we make every effort to provide solutions and present them to CVAG. If an extra cost item cannot be completely eliminated, we evaluate the contractor’s change order requests to ascertain validity, merit and appropriate costs based on an independent cost estimate. Contractor monthly pay estimates are reviewed for content and financial accuracy and are certified.

### Schedule Control

As discussed in the Cost and Document Control section, our team will review and provide comments to the baseline schedule submitted by the contractor. The team will review and monitor progress on a weekly basis by walking the site and recording actual status and developments. All inspectors will be required to note down the accuracy of the milestones, start and completion dates indicated in the approved baseline schedule.

Anser will review the monthly updates in a timely manner. These updates are critical not only to establish exactly how the project is being built, but also to flag emerging issues and trends. Trend reporting will be used to track the changes in float for all areas of the project, flagging those areas where the available float is indicates lack of progress or exceeding planned progress and to further identify the specific factors that caused the occurrence of the change. This method ensures that problem areas are not overlooked by all stakeholders and are identified prior to the activity becoming critical. The report also provides the explanation of the root causes for a delay in the project and makes it an important defense for future claims.

Any proposed change resulting in altering the critical path or near critical path or extending the schedule completion date that was originally identified in the approved baseline, the contractor will be required to submit a revised schedule and a time impact analysis (TIA) immediately in accordance to the special provisions. Anser will immediately analyze the TIA after an event occurs, and, if possible, prior to the start of the additional work. We will ensure that the review of the TIA is completed prior to the start of the additional work in order to recommend the issuance of the change order to increase the contract duration and price, prior to performing the additional work. We will analyze the effects of events and added work in a timely manner.



# PROPOSED ENHANCEMENTS, PROCEDURAL OR TECHNICAL INNOVATIONS (V)

## Approach to Civil Integrated Management

Anser effectively leverages tools available today, including bringing our projects successfully into the future by implementing Civil Integrated Management (CIM). CIM is the technology-enabled collection, organization, managed accessibility, and the use of accurate data and information throughout the lifecycle of a project. Our aspirations are to make incremental improvements to functions in workflow and enable full digital workflows from project inception to project delivery.

Our team is encouraged to always find cost and time savings on all projects and CIM is proving to be a true value add to our clients that brings those benefits. We have and continue to work with different technologies that best fit our projects and have identified OpenSpace technology and C-MIS project management software technology to be two tools that we believe can bring value to this project.

## Openspace.Ai

OpenSpace is a document control that captures 360 degree images which are then stitched to site plans allowing users to locate exact locations on the plans via the site plan and giving you split screen images of current days activities and any other past day activities in the same exact area. This tool has been proven invaluable in pre-construction services, claims avoidance or dispute resolution and being a historical record, which provides information for as-built designs in the future if needed. Anser is currently using the software on a number of projects including: CV Link with CVAG, the Landis and Georgia-Meade bikeways project, and the Bayshore Bikeway Barrio Logan project, both administered by SANDAG.

*By utilizing this software, Anser was successfully able to defend SANDAG who was named as part of a larger accident within the City of San Diego. The claim was made that the George-Meade project had left uneven sidewalk elevations after the project. Through the use of OpenSpace, we were quickly able to go to the exact spot of the claim, pull our pre-construction records, and prove that the uneven sidewalk was an existing conditions within the City right-of-way and that SANDAG was not responsible for any of the damages.*

## CMIS

CMIS is an online project management software that manages all basic construction management services, such as RFIs, Submittals, Change Orders, and Progress Payments. In addition, all inspector daily diaries are entered through the online system in the field. The major advantage is in searchability of information

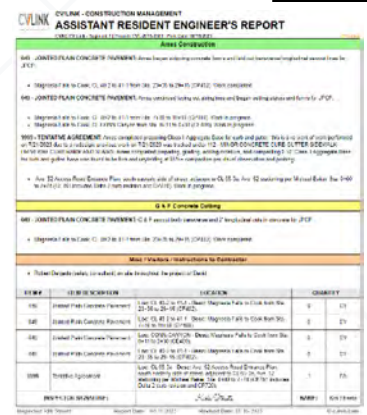
which is accessed remotely and immediately. For inspectors this means more field time inspection and less time in the office doing administrative work. This information is accessed by all authorized staff which allows expeditious flow of information thereby expediting responses to questions RFIs and any other question that may impede real time delays to construction. With this software, data can be mined in minutes instead of days, making it much more cost feasible to fight frivolous claims. In addition to using the software for the CVAG CV Link program, Anser is currently utilizing this software for a number of other clients including the County of San Diego and the San Bernardino County Transportation Authority.

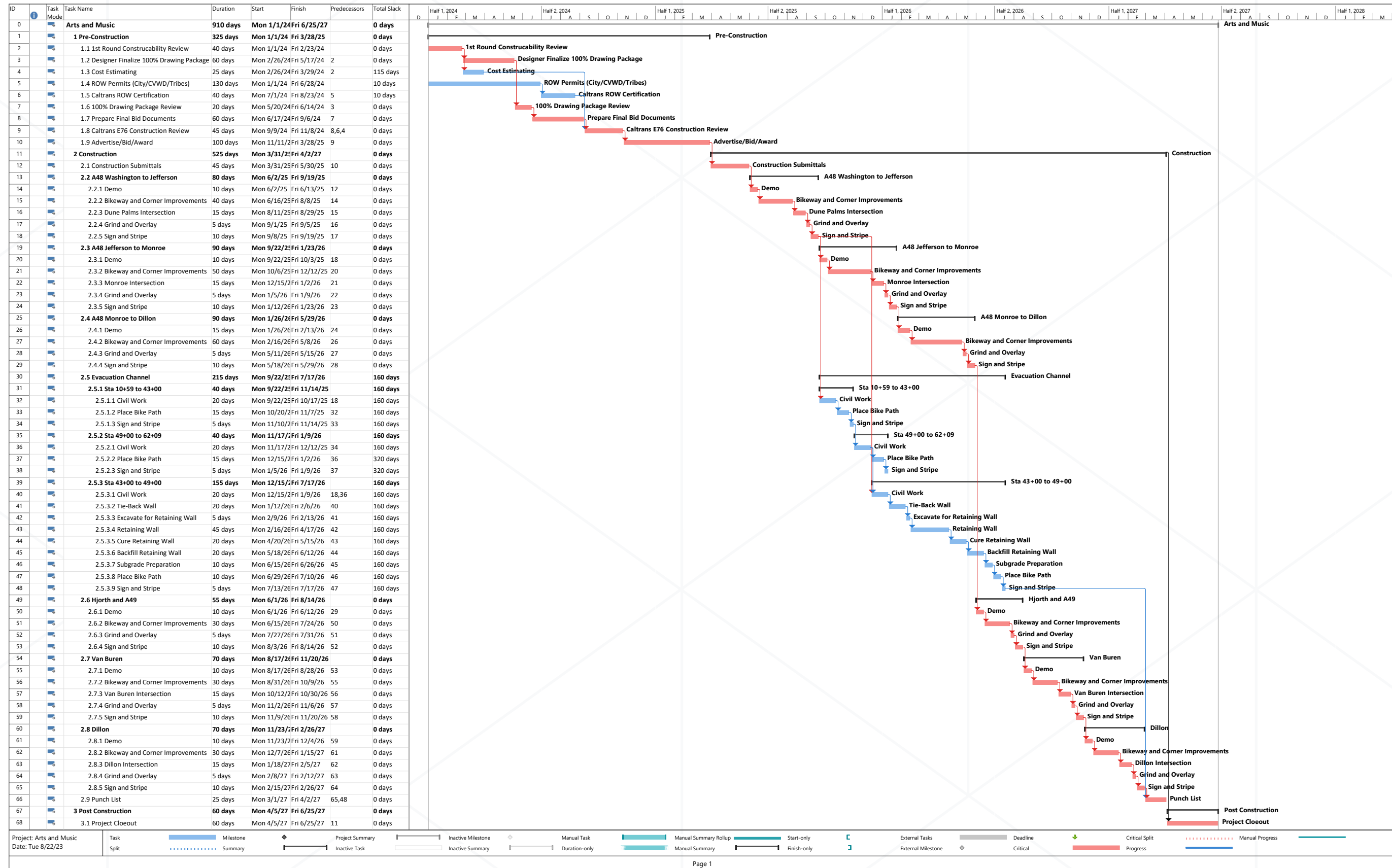
Our commitment to our clients is always being proactive in seeking solutions that bring our clients value in assuring project delivery success.

## SCHEDULE AND DEADLINES (VI)

As demonstrated throughout various section of this proposal, the Anser team is ready to hit the ground running once we receive our NTP. There is much work to be done so that the project can be advertised in January of 2025 so that construction can begin in Q2 2025. We will immediately begin our constructibility review of the design drawings and provide comments back to the designer. In parallel with our constructibility review, we will also begin our cost estimating services to ensure that costs are lining up with the engineer's estimate. Because there are federal funds on the project, prior to advertisement, a complete package will need to be submitted to Caltrans for review prior to receiving our E76 for construction. Typically this review takes a minimum of 8-weeks, so this package must be submitted by October 2024 to meet the current project schedule.

Below, we have detailed out a preliminary schedule for both pre-construction and construction services. Once additional information is known, this schedule can easily be manipulated and refined for use as we move forward with the project.





**AML SUMMARY OF COSTS**

<b>Company</b>	<b>Pre-Construction &amp; Bid Services</b>
<b>Anser Advisory</b>	<b>\$314,170.00</b>
<i>Labor</i>	\$299,170.00
<i>ODC's</i>	\$15,000.00
<i>Escalation</i>	
<b>Danken</b>	<b>\$23,061.60</b>
<i>Labor</i>	\$23,061.60
<i>ODC's</i>	
<i>Escalation</i>	
<b>Michael Baker International</b>	<b>\$11,400.00</b>
<i>Labor</i>	\$11,400.00
<i>ODC's</i>	
<i>Escalation</i>	
<b>Burke Rix</b>	<b>\$32,440.00</b>
<i>Labor</i>	\$25,240.00
<i>ODC's</i>	\$7,200.00
<i>Escalation</i>	
<b>Dynamic Engineering Services, Inc.</b>	<b>\$1,482.40</b>
<i>Labor</i>	\$1,482.40
<i>ODC's</i>	
<i>Escalation</i>	
<b>LSA Environmental</b>	<b>\$9,540.00</b>
<i>Labor</i>	\$9,540.00
<i>ODC's</i>	
<i>Escalation</i>	
<b>Earth Systems</b>	<b>\$0.00</b>
<i>Labor</i>	\$0.00
<i>ODC's</i>	
<i>Escalation</i>	
<b>Magana Consulting</b>	<b>\$24,850.00</b>
<i>Labor</i>	\$24,850.00
<i>ODC's</i>	
<i>Escalation</i>	
<b>MLA Consulting Services, Inc.</b>	<b>\$7,500.00</b>
<i>Labor</i>	\$7,500.00
<i>ODC's</i>	
<i>Escalation</i>	
<b>TOTALS:</b>	<b>\$424,444.00</b>
<i>Contingency (20%):</i>	\$84,888.80
<b>Total:</b>	<b>\$509,332.80</b>



**Attachment A-2**  
**T.Y. Lin International**  
**Technical and Fee Proposal**

## ▶▶ Work Plan

### PROJECT UNDERSTANDING

The Arts and Music Line (AML) is a multi-benefit project that will make public safety enhancements for pedestrians and bicyclists, encourage modes of alternative transportation, and create connectivity to local and regional bike and pedestrian infrastructure. When completed, the 10 miles of protected Class I and Class IV bicycle facilities will connect services, and amenities in the area and add to the CV Link's 40-plus mile alternative transportation corridor.

The alignment follows Avenue 48 and Dillon Road through the Cities of La Quinta, Indio, and Coachella. These are busy thoroughfares with vehicle speeds in excess of 50 miles per hour. The much-needed project will create safer routes to schools, promote outdoor recreation, while improving health and reducing greenhouse gas emissions.

The AML will upgrade the current Class II bike lanes along Avenue 48 to a fully protected Class IV bike lane; construct new Class IV lanes along Hjorth Street, Van Buren Avenue, and Dillon Road; and construct a Class I bike lane along the La Quinta Evacuation Channel, connecting to the CV Link at the Whitewater River. The AML will provide a safe backbone that connects existing Class II bike lanes to provide safe and efficient alternative transportation options to schools, residences, shopping, entertainment, and employment centers. In addition to the transportation benefits, the AML offers architectural features that draw attention and interest while promoting safety. The completed network will be recognized as a nationwide model of alternative transportation.

The work along Avenue 48 involves removing the existing bike lane along Avenue 48, constructing the concrete separation, replacing the road pavement, placing the new bike lane behind the separation, and completing a full width grind and overlay along Avenue 48. This work is

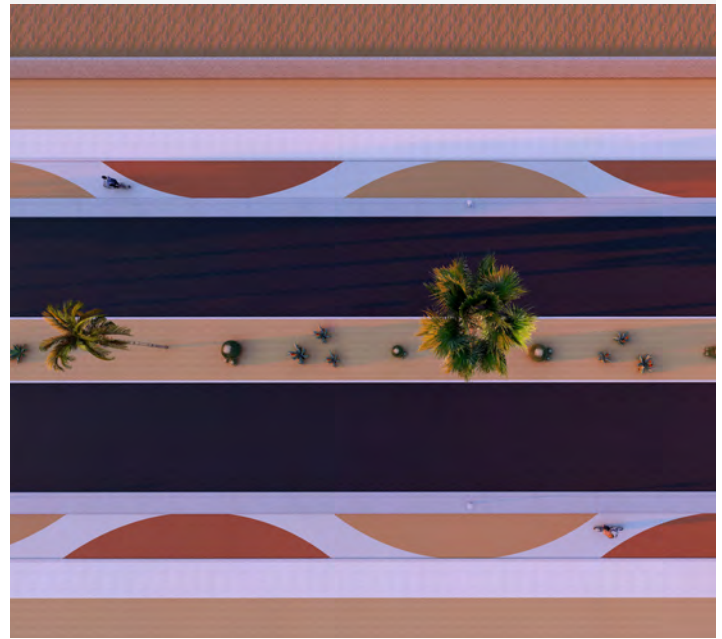


Figure 1. Rendering courtesy of CVAG website

performed on both sides of Avenue 48 for about 2 miles and a single side for about 3.5 miles. It will impact intersections, access to shopping, as well as restrict traffic with construction activity and extended lane closures.

Work along Hjorth Road and Van Buren Street is similar, though these roads are not as busy as Avenue 48. Dillon Road will be reduced from four lanes to two lanes to accommodate the added bike lane and will likely be the least impactful construction location for the project. Work along the La Quinta Channel includes a significant amount of import material and retaining wall construction prior to constructing the bike path base and surface.

A dedicated, focused, and proactive CM team will be needed to smooth the way for the contractor to successfully construct this project. The project success will be largely defined by the timely completion of a quality product and public's perception of the progress and productivity seen during every week of construction.

The TYLin Team has a proven track record of proactive leadership, foreseeing and addressing potential challenges to allow the contractor to continue their work without delay. Typical delays may include unresolved utility conflicts, right-of-way encroachments, inaccuracies in the project plans, alignment issues, unanticipated delays caused by

changes to accommodate public traffic, or extreme conditions. Each of these situations can be anticipated and a plan can be formulated to specifically mitigate the impact. Mr. Smith, Mr. Nowak, and the team have demonstrated problem solving skills on these and other similar project impacts throughout their careers.

## APPROACH TO COMPLETING THE WORK

### PROJECT MANAGEMENT

Strong and proactive project management is needed to efficiently execute the required scope of services and successfully construct this project within budget, schedule, and minimal impact to the public. Project Manager, Joseph Smith, PE, has a demonstrated record of meeting and overcoming the issues that will be encountered on this project. Mr. Smith is an experienced construction manager and can quickly understand project issues. He also has personally selected the members of this team, both TYLin staff and sub-consultant support, to meet the specific challenges that may be encountered throughout the project duration.

As Project Manager, Mr. Smith will have ultimate control over the TYLin Team budget. He will also have oversight over Resident Engineer, Thomas Nowak, as he monitors and manages the construction schedule and construction budget. In our experience, cost and schedule control must be exercised every day and be regularly evaluated to assure the final costs are within the budget and the schedule is acceptable once all the unforeseen contingencies are considered. TYLin has maintained our reputation for smooth and efficient project delivery throughout Southern California for 50 years by developing, deploying, and adapting project control tools to monitor budget, schedule, and documents. Each of these is discussed below:



**Budget Monitoring & Control** | To manage the budget of a given project, TYLin’s engineers and project controls staff use data from TYLin’s internal accounting system, Deltek Vision, to evaluate progress. The information is updated monthly for the overall scope of services.



**Schedule Monitoring & Control** | On contractor driven projects, TYLin uses scheduling tools, including Microsoft Project and Primavera P6, for Critical Path Method (CPM) scheduling of the work. The schedule is used to monitor progress throughout the project and is updated monthly or more frequently as needed. Various metrics are analyzed to track schedule performance.



**Document Control** | TYLin implements a uniform filing system for all documents associated with each task order, including prime agreement; amendments; subconsultant contracts; prevailing wage documents; timesheets and receipts for ODCs.

Managing the contractor’s schedule is directly related to managing our level of staffing and the resulting budget. Mr. Smith and Mr. Nowak will work together to provide an efficient and effect level of staffing to meet the project needs.

Mr. Smith will remain in regular and close contact with Mr. Nowak to provide supervision, consultation, and staffing support to assure that the TYLin work plan is effectively implemented to the satisfaction of CVAG and involved cities. Mr. Smith has worked closely with the Cities of La Quinta, Coachella, and Indio, as well as RCTD, and has a proven reputation of partnering with client agencies to overcome project challenges and deliver successful projects. With Mr. Smith’s oversight, Mr. Nowak will provide the level of staff needed to effectively manage the contractor’s activities.

Serving as the prime CM firm on more than a dozen projects within Coachella Valley, TYLin has gained experience working closely with IID electrical transmission and distribution divisions; CVWD sewer, irrigation, and potable water departments; and personnel that monitor the CVSC. We have gained experience working in challenging hot-weather and windy conditions, and understand some materials in the region may not be suitable for structure foundations or bike and roadway construction and know when suitable material must be imported.

Mr. Nowak is currently serving as the Resident Engineer and Structure Representative on the Dune Palms Road Bridge project. To allow construction of the bridge within the alignment of the existing roadway, the project utilizes a temporary roadway shoo-fly and temporarily relocates IID distribution to the south within the CVSC. Additionally, Mr. Nowak is overseeing relocation of both water and sewer services at each end of the project, as well as relocation of existing dry utilities in the project footprint.



Figure 2. I-10/Jefferson Street Interchange

Mr. Smith served as Resident Engineer on the Madison Street Canal Improvement project in the City of Indio, responsible for overseeing the construction of a large double-box channel, extension of the canal to the south, temporary relocation of the existing channel utilizing temporary bridges and allowing for upgrades to many of CVWD’s existing utilities.

As Project Manager for the I-10/Jefferson Street Interchange (Figure 2), Mr. Smith presented to the leadership team of Golden Voice, the promoter that spearheads the Coachella and Stagecoach music festivals, multiple times over three years to update the group on the changes to traffic patterns within the interchange and to obtain feedback on how the CM team could help improve movement of concertgoers through the interchange over the multiple weekends that are so vital to the economy of the Valley.

Through these many projects TYLin has gained experience with the many stakeholders of the AML and will point this experience towards establishing the best bid set possible and constructing the high-quality transportation link the residents of La Quinta, Indio, and Coachella envision.



**BID ADMINISTRATION AND PRE-CONSTRUCTION ASSISTANCE**

Immediately following authorization, the TYLin Team will begin the duties outlined as “Bid Administration and Pre-Construction Assistance.” Primary duties include conducting a thorough constructability review of project plans at the 65%, 90%, and 100% level of completion, creating a Construction Communication Plan, and reviewing all environmental permits and required mitigations. Following advertisement, the team will assist with contractor bid administration, to assure all funding requirements are met in accordance with the Caltrans Local Assistance Manual (LAPM) and the manual of Special Funded Projects.

Resident Engineer, Mr. Nowak and Scheduling and Claims expert, Wade Durant, PE will lead the constructability review effort. Both Mr. Nowak and Mr. Durant have over 30 years of road, highway, bridge, and related construction experience with a diverse range of projects. Every one of these projects has included constructability reviews, whether a formal review prior to the start of work, or an ongoing weekly look-ahead review to anticipate potential

contractor problems and solutions. Mr. Nowak and Mr. Durant are intimately familiar with Caltrans standards and specifications and the LAPM.

Their reviews will start with a field visit to understand field conditions and include a complete review of project plans, looking for conflict in details, or the constructability of the work within the actual constraints of the site. Additionally, the plans will be reviewed for “bid-ability” to assure the contractor can be confident that the work is clearly defined, the quantities are accurate and all accounted for, thus reducing risk and yielding a lower bid. At times, if a contractor finds an error in the plans, instead of asking for clarification, they will lower a bid, knowing a contract change order will likely be required from which they will benefit. TYLin has already flown the alignment of the project and has captured video and photos of the project footprint with a drone (Figure 3). This information is always valuable when reviewing project plans and determining whether the design intent can be implemented considering actual field conditions that may have changed during plan development.

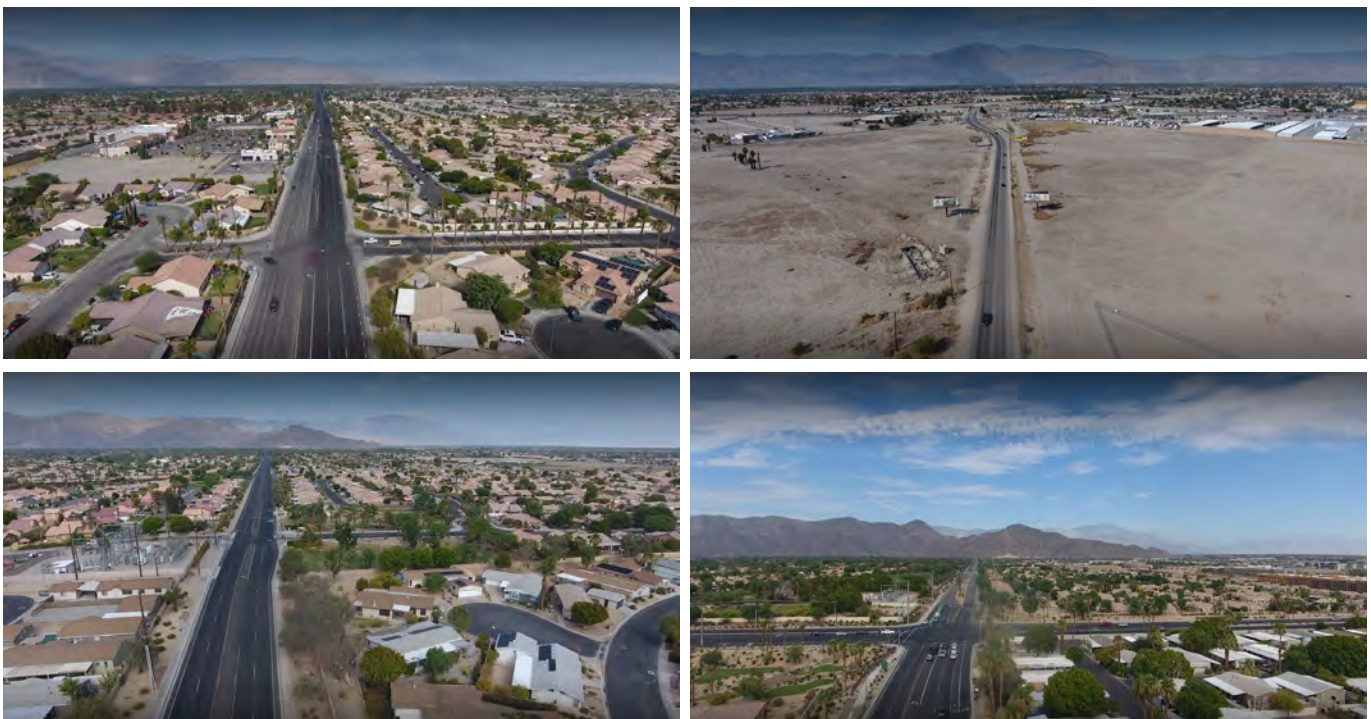


Figure 3. Drone images of AML project site.

Project specifications will be reviewed to assure all project special situations or conditions are addressed and captured in bid quantities. This will provide the contractual muscle to the Resident Engineer to enforce the intentions of CVAG and the cities. Typical issues may include allowed hours of work, accommodations for public traffic, or advance notification requirements. Additionally, material specifications may need to be amended to account for extreme desert weather conditions. Examples might include concrete or hot mix asphalt (HMA) placement, visibility of traffic cones and other control materials, limitations to sun exposure of plastic materials such as drainage pipe or wire, or application temperatures for pavement striping.

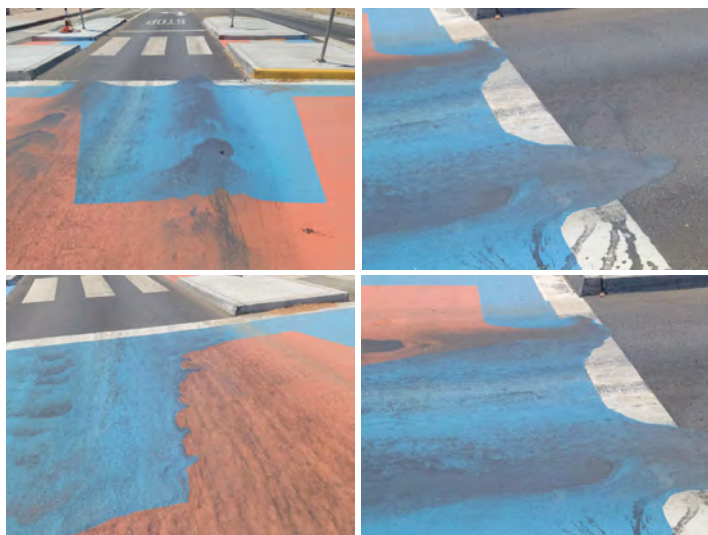


Figure 4. Extreme heat caused thermoplastic melting. To prevent this, we will assure manufacturers provide necessary details for the application processes, including minimum and maximum temperature application, type of application method, thickness tolerances, and protection time before traffic allowed on the applied markings.

Project quantity estimate will be verified. A savvy contractor will over-bid items that will likely over-run and under-bid items that will likely under-run. This practice is a form of unbalanced bidding and can occur on seemingly minor items such as temporary pavement striping. It is bad enough if the final quantity is twice the estimated amount, but when the contractor has increased his bid, knowing that the quantity would over-run, the cost impacts are significant. A confirmation of the estimated quantities will eliminate this opportunity for the contractor and assure

a balanced and competitive bid from all contractors. one of the premier engineering design firms in California, TYLin has a depth of resources available for analyzing plans and bid documents. Our CM team enjoys a symbiotic relationship with TYLin civil and structures designers, routinely exchanging ideas and seeking solutions to challenging project issues. In addition, TYLin has a national cost estimating and risk management group within the CM sector that will be available to Mr. Nowak and Mr. Durant as they verify estimates and appropriate bid values.

TYLin has provided support to many agencies through the advertisement, pre-bid meeting, bidder questions and addenda, bid opening, bid analysis, and recommendation for award. The process is well defined in the Caltrans Local Assistance Procedures Manual (LAPM) (Figure 5). Additionally, Mr. Magaña with Magaña Consulting Services will assist the team with reviewing any specific funding requirements are implemented to assure all requirements are met prior to recommendation for award of the construction contract.

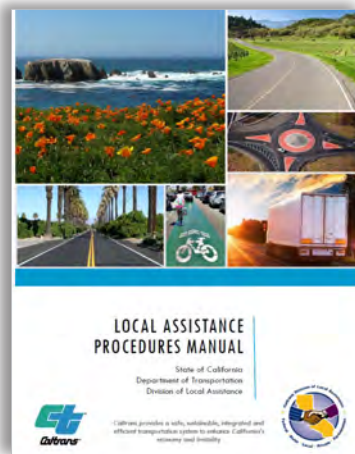


Figure 5. TYLin and its subconsultants are all familiar with the Caltrans LAPM and processes.

Mr. Smith, Mr. Nowak, and Mr. Durant will work side-by-side with CVAG and the design engineers as questions come in during bid time. They will assist in validating questions from contractors and provide content for appropriate responses along with recommendations of where plans, specifications, and bid quantities must be revised. Time is of the essence when a project is out to bid, and our team will work as

many hours as necessary to allow CVAG to maintain timely responses to questions and the overall bid schedule.

Mr. Smith and Mr. Nowak will conduct the pre-bid meeting along with CVAG representatives and design personnel. Exhibits will be created to clearly define the project and an agenda will be created for review and approval by CVAG prior to issuance in the meeting invite.

**PUBLIC OUTREACH**

Public outreach will be a critical component of the pre-construction activities. An effective project communication

plan will inform and excite the public for the upcoming project and provide a proven framework to communicate throughout the duration of the project. The TYLin Team includes Connect and Company (Connect) to develop and lead an effective outreach plan for the AML. The plan will follow proven protocol used on the Avenue 66 Grade Separation Project in Mecca; the Herbert Hoover Pedestrian Improvement Project with a Safe Routes for All outreach in Indio; and currently on the Dune Palms Bridge Replacement project with TYLin in La Quinta. The protocol includes:



Develop a targeted, measurable Construction Communications Plan in coordination with the client/CVAG.



Research key stakeholders and the target audience to develop and maintain a solid working database.



Reach out and host meetings early to inform key contacts (emergency services/key stakeholders) and to establish communication, address concerns, build trust, and tap into their network.



Complete boots-on-the-ground outreach to impacted residents and businesses (door-to-door, pop-up events, community events/meetings). This may occur in phases based on the construction schedule.



Provide timely, accurate and accessible information for the duration of the project using collateral with clear and concise text and simple graphics.



Respond immediately to questions and concerns; document resolution.



Serve as both a community resource and a liaison to the construction team representing public point of view.

We’ve found that if we do the work to know our audience and make connections up front—fostering two-way open communication with the public—our team is able to build trust and troubleshoot small problems before they escalate.

**Project Pacing**

Following this tested outreach protocol, we typically spend a large chunk of time completing the first 4 steps shown above, followed by a groundbreaking event before construction starts. As the project moves out of the start-up phase, outreach moves into “maintenance mode” and our monthly budget reduces. The team remains ready to

ramp-up outreach efforts for traffic pattern changes, large paving operations or any outreach needs that come up as the project continues. When the project nears completion, Connect will start planning a unique, interesting, and safe ribbon cutting event, coordinating with local organizations and giving back to the community when possible.

**Communications Plan**

Connect will draw on the team’s years of experience working with cities, public agencies, non-profits and on transportation infrastructure projects to design a unique, measurable and appropriate communications plan for the



**COLLATERAL**

Connect’s public outreach manager and in-house graphic designer will develop and deliver clean and clear, English and Spanish collateral materials to meet the unique needs of the AML project. The Connect team will work closely with the CM team and CVAG staff with approval processes in place to assure collateral are accurate and meet expectations.

- The plan will follow our protocol and include a groundbreaking event, collateral development and project start up; an emergency services and stakeholder meeting; community meetings and/or pop-up events; ongoing outreach as the project progresses to different locations; and ongoing coordination with emergency services, local cities, public information officers (PIO) and City Engineers.
- Connect will also include a media relations section to engage local media through photo opportunities, events or tours; and an emergency communications plan that will include protocol about notifying and speaking with the media, working with local PIOs and internal emergency communications protocol.
- Connect recently completed a project in the City of Indio with the County Health Safe Routes for All program and is incorporating the program into two additional projects currently under construction. Our team will coordinate with CVAG and County Health to incorporate the non-infrastructure activities and possible media opportunities.

- » Collateral could include a fact sheet, door hangers, post cards, construction alerts, construction cards, signs/banners, newsletters, advertisements, PowerPoint presentations, project boards, etc.
- » We will also develop and manage a webpage on the CVAG website to provide the most updated information.
- » Our team will create unique project social media pages and create weekly social posts with video photos and will monitor the comments to respond if necessary.
- » Connect can also manage social media boosting/ advertising if agreed upon with CVAG.

**ADDRESSING ENVIRONMENTAL PERMITS AND MITIGATION REQUIREMENTS**

The TYLin Team includes ECORP to lead in understanding all environmental restrictions and concerns and enforce the required mitigation. ECORP has assisted TYLin on numerous projects in the lower desert over the past 10 years, including I-10/Jefferson Street Interchange, City of Indio Retrofits, and Dune Palms Road Bridge.

ECORP routinely assists clients in complying with environmental conditions stipulated in regulatory permits and/or agreements for specific projects, plans, and programs. Their team includes senior and expert personnel with experience with the federal Clean Water Act, Porter-Cologne Act, federal and state ESAs, the federal Migratory Bird Treaty Act, and the California Fish and Game Code. ECORP’s project managers and technical experts routinely meet with regulatory agency personnel on site or in meetings to negotiate, review and discuss permit conditions and the associated schedules, monitoring, and



Figure 6. Connect & Co has extensive experience developing outreach materials in both English and Spanish.



implementation. ECORP routinely assists with creation of a permit compliance matrix for clients.

ECORP's compliance specialists prepare and implement worker education programs in English and Spanish, conduct comprehensive pre-construction surveys, and monitor during construction activities, as well as prepare the associated survey and monitoring reports. The firm works closely with the client and the construction contractors to establish the correct timing, schedule, and level of effort required for both pre-construction surveys and construction monitoring. ECORP's compliance specialists and monitors are well-informed about all aspects of the projects and permit conditions prior to the implementation of the projects so they can ensure compliance with the permit conditions. They also prepare the variety of plans typically required by permit conditions, such as Nesting Bird Management Plans, Protected Species Plans, Habitat Restoration Plans, HMMPs, Invasive Plant Species Management Plans, and Conceptual Mitigation Packages. ECORP's biological monitors are also experienced in conducting species relocation, monitoring the installation and maintenance of Best Management Practices (BMP) and exclusion devices, and completing all reporting prior to the due dates listed in the permit conditions.

A cursory review of the project documents indicates the following potential environmental restrictions that may constrain the construction schedule:

### Biological

- **Burrowing owl (*Athene cunicularia*):** a State Species of Special Concern, breeding season is generally Feb 1 to August 31 (CDFW Staff Report). If burrowing owls are found within the vicinity during pre-construction biological surveys, then the project has a limited time of the year that work could occur within so many feet of the owls (this would be in the Streambed Alteration Agreement (1600 permit). From our knowledge of the area, we do know burrowing owls occupy the Whitewater River/CVSC at Dillon Road and Jefferson

Street. Project permits may require a 250-foot buffer during breeding season and a 160-foot buffer during non-breeding season (can vary depending on the permit). CDFW coordination and concurrence to either passively relocate the owls or negotiate a reduced buffer may be required for work to occur in these areas adjacent to occupied owl habitat. Passive relocation of burrowing owl typically can only occur outside of their breeding season and requires the creation of a Burrowing Owl Exclusion Plan for the project.

- **Nesting birds:** Cliff swallows nest at many of the bridges along the Whitewater River/CVSC. They typically arrive in March and nest until the end of June/ beginning of July. There could be seasonal restrictions related to work occurring within a certain distance of Dillon Road and Jefferson Street/La Quinta Bridges. With other projects, it has been easier to avoid their nesting season for those areas rather than implement abatement measures.

### Cultural

Our cultural resources team did a preliminary review and did not find any seasonal restrictions related to cultural or tribal resources other than weather which could affect the project schedule overall.

### General

From ECORP's knowledge and experience of projects in the area, the Coachella Valley Music and Arts Festival (typically in mid-April) can cause schedule delays due to traffic issues and restrictions upon limiting traffic in the area.

Each environmental permit must be closed to the satisfaction of the issuing agency prior the completion of the project. ECORP specialists including biologists and archaeologists will review all important permits related to environmental compliance for this project and determine which requirements need to be met during project close-out. ECORP will conduct final site inspections and will provide the necessary final reports and annual reports to meet close-out conditions as required by project permits.

These reports will first be provided to CVAG for review and approval, before submission to the appropriate agency.

## CONSTRUCTION MANAGEMENT - RESIDENT ENGINEER

Following the award of the construction contract and prior to the first working day, Resident Engineer, Mr. Nowak, PE, will prepare the TYLin Team for the task of providing professional and consistent construction management. Processes will be implemented, forms will be created, recurring tasks will be identified and assigned with defined deadlines and deliverables. Mr. Nowak is perfectly suited for this role. As demonstrated by his wide variety of experience, he has the ability to implement comprehensive QA, financial management, and communication practices,

while at the same time, working closely with the contractor in partnership to deliver the most practical and effective solutions to daily project challenges.

Prior to the Notice to Proceed (NTP), Mr. Nowak will schedule a pre-construction meeting with the contractor and all stakeholders. Contract expectations will be clearly laid out during this meeting. Contractor responsibilities will be identified that conform with the Caltrans Construction Manual. Practices following a regular monthly schedule throughout the contract with required deliverables will be defined and clearly communicated to the contractor, with defined responsibilities.

Typical recurring tasks throughout the project are listed below, with frequency, and responsibility identified:

ITEM	FREQUENCY	DELIVERABLE	
		CONTRACTOR	CM TEAM
Monthly estimate	Monthly	Quantity request	Quantity authorization
Coordination meetings	Weekly	Look ahead schedule	Minutes
Certified payrolls	Monthly	Payroll records	Review and confirm
SWPPP review	Annual, at events, weekly	Required report	Review and confirm
Partnering	Quarterly	Project status	Project status
Requests for information (RFI)	As needed	Clear question	Timely and clarifying response
Submittals	As required	Timely, complete submittal	Timely response
Progress schedules	Initial baseline with monthly updates	Monthly	15 days following submittals
Record drawings	Regularly	Maintain current markups	Maintain current markups

Additionally, during this pre-construction period, templates will be developed, and file folders will be created to manage the information developed throughout the duration of the project. Financial oversight and quality control of materials and workmanship are based upon monitoring activities every day and having the ability to access the detailed information and confirm the quality of workmanship and materials is satisfactory, any errors have been corrected, and quantities to be paid for the month are constructed in accordance with the project specifications.

The TYLin Team regularly uses the Caltrans filing system with 63 different categories to comprehensively track

the progress of the project and confirm the quality of construction and the financial accuracy of all payments.

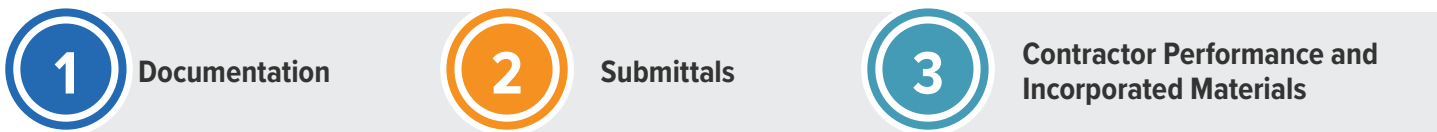
Following the Notice to Proceed (NTP), project pre-planning and preparation is complete, and it is "Go Time." The project moves forward per the contractor's approved baseline CPM schedule and a rhythm of daily, weekly, and monthly duties begins to develop. Local traffic impacts due to school schedules and music festivals will be factored into the contractor's work schedule. As Resident Engineer, Mr. Nowak will be responsible to confirm and assure that the contractor is meeting all contractual obligations, QA, and at the same time eliminating obstructions to project progress, and making a contributing contribution.

## QUALITY, SCHEDULE AND BUDGET CONTROL

TYLin implements a quality control plan on all projects consisting of construction services that follow recognized procedures including detailed checklists and documentation that closely follow the Caltrans Construction Manual. The first page of TYLin’s Construction Management Quality Assurance Plan summarizes our plan as follows:

TYLin’s quality assurance program (QAP) is employed to ensure a successful and correctly managed construction

project and to assure our client’s best interests are being cared for. Our QAP is separated into three segments to validate documentation, submittals and the inspection of field work and materials. The first segment addresses the overseeing of the office level documentations, the second segment is employed to ensure all submittals are properly reviewed and verified prior to approval. The last segment is to verify all field work and materials are being approved and documented.



### Documentation

QA of the CM process ensures all office level documentations are reviewed and verified by a colleague for accurateness and completeness. Examples of documents slated for this level of review are CCOs/RFIs, monthly billing estimates and quantity sheets. Also periodic spot checking of daily documentation to ensure that the record of activities and work completed is well documented in writing and pictures at the Resident Engineer’s discretion.

### Submittals

The second segment of our QAP is the validation of our submittal review process. TYLin has QA checklists for various submittals set up to ensure that all aspects of a submittal have been checked and verified and the review has been conducted accurately and in its totality. Some examples of checklists for submittal review are: post-tensioning shop drawing, falsework submittals, temporary shoring, MSE walls, pile placement plan, and concrete mix designs. These QA checklists will be filled out by the reviewer and placed in the job files. When submittals are reviewed by a junior engineer, a licensed engineer will spot check their work and verify any comments.

### Contractor Performance and Incorporated Materials

The third segment of our QAP is the inspection and verification of all materials and work that occurs on the job site. We have modified our construction procedures manual to encompass all tasks associated with bridge and roadway related inspection work. This is the first line of reference to execute our tasked duties. This manual, coupled with the contract specifications and the agency’s governing specifications, will ensure all work is inspected and verified to an acceptable level.

The utilization of our QAP will ensure a successfully managed project and assure our clients that we are correctly overseeing and controlling the project.

TYLin team members understand the importance of delivering quality services and products for our clients. Our team understands the connection between quality and cost control on a project, and we believe work must be performed, inspected, and documented properly the first time to avoid errors and schedule delays to successfully deliver a project.

The practice of quality assurance is accomplished by review of the contractor’s submittals and field work to assure

the contractor’s Quality Control Plan is being followed. A sufficient level of qualified staffing needs to be maintained to meet the varying levels of work that is ongoing. A proposed staffing plan is included in this proposal to reflect how CM staffing might be scheduled to meet a proposed contractor work plan. However, Mr. Nowak will regularly review the workload facing his team and assign duties to qualified staff to confirm contractor adherence to project specifications.

TYLin’s workplan to assure compliance to the contract standards is based on the Caltrans Construction Manual and recognized professional practices to meet the needs of CVAG, the Cities of La Quinta, Coachella, Indio, RCTD, as well as residents and business owners.

Quality oversight duties of the Resident Engineer and CM team include:

- » Project Safety
- » Stormwater Compliance
- » Contract Change Order Control
- » Submittal Review
- » Material Testing
- » Monthly Progress Payments
- » Traffic Control
- » Environmental Compliance
- » Payroll and DBE Compliance
- » RFI Review and Response
- » Public Safety
- » Impacts to Local Schools

### Partnering

Whenever unforeseen conditions are discovered that could possibly impede the contractor’s work, it is Mr. Nowak’s project centered priority to help resolve the situation to eliminate, or minimize additional cost, or project delay. These conditions are typically documented by a formal RFI from the contractor, but are initially identified by either the contractor, or the CM team. Most often these issues come to the attention of the team following careful review of project plans in anticipation of the upcoming work considering potential impediments.

Along with implementing formal partnering in accordance with the project specifications, Mr. Nowak will demonstrate his “project first” priority and proactively work to address

challenges to the project. This priority will build trust between the contractor and the TYLin Team, resulting in swift conflict resolution, fewer change orders, and a collaborative work environment.

As a good project partner, Mr. Nowak will work with the contractor and other stakeholders to resolve conflicts and provide the contractor a path to continue his work without delay or added effort. Some sources of conflict may include:

- » Delayed utility relocations
- » Differing site conditions
- » Plan changes initiated by the owner
- » Special public events

### Reporting

Mr. Nowak will produce a monthly report to update CVAG on the project status. The report will include the status of the project schedule, (days completed versus days remaining), project budget, (dollars spent, versus dollars remaining), and percent of work completed to date. There will be a description of the location and type of work completed during the past period, and the work expected to be completed during the upcoming period. The report will also include a listing and status of all project change orders and any potential change orders, as well as a discussion of current or anticipated project issues and any potential claims.

### Construction Management - Construction Inspection

The TYLin team’s primary responsibility is to assure project plans and specifications, including all referenced standards, are safely performed in the field every day. This and in-person oversight is performed by our field inspectors. Typically, our field inspector will meet with the contractor’s field crews at the beginning of each shift and gain a clear understanding of the work planned for the day including what items of work are planned to be accomplished. They will learn the names of the crew that is working, the

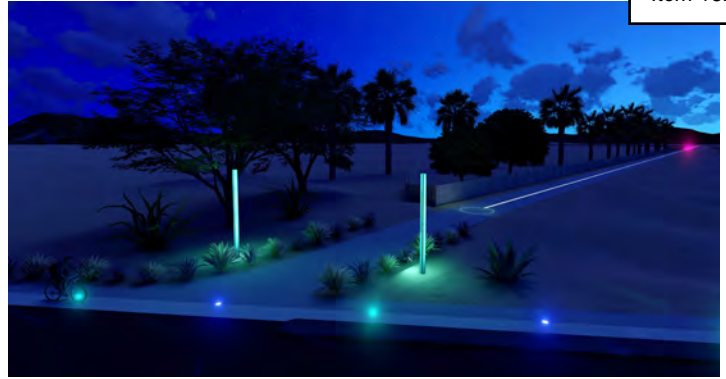


Figure 7. The planned dramatic outcome for the CV link will be achieved by daily, consistent, and professional oversight and construction management. Renderings courtesy of CVAG website.

equipment that is to be used, any traffic control that will be implemented, any anticipated closures to roads or private access, what potential critical operations are anticipated, if specialty subcontractors are anticipated, what material testing is anticipated, and what full-time inspection will be required. A field inspector may be covering two or more different crews and need to alternate attention between different activities throughout the day. Field Inspectors will work with assistance of our Resident Engineer and Office Engineer to ensure approved submittals are being followed and approved and accepted materials are being incorporated into the work and plan changes are being implemented.

Material testing will be scheduled in advance to assure materials are installed to the proper compaction and grade, concrete is the approved mix design and within specification for temperature and age, and HMA is the approved mix design and placed per project specifications for temperature and compaction. In the event of full-time inspection for placement of concrete or HMA paving, the team will coordinate staffing to meet project requirements and assure contractor compliance.

The activities of each day of contractor work will be fully documented on inspector daily diaries. Daily diaries will include all contractor staff and equipment, the hours worked, which items of work were performed, and the limits of work. The quantities of work will be documented as well as any testing that was performed, any non-

conforming work that was corrected, any discussions with the contractor that were held, and any issues or potential issues that were encountered or anticipated. These daily diaries are the foundation of our QA oversight. Based on the daily activities, summary sheets are built to document material testing, monthly payments, Q-Sheets, payroll monitoring, safety compliance, and tracking the beginnings of contract change orders.

Our Field Inspectors will provide daily photographs that document the existing status of landscaping, pavement, concrete, and other facilities prior to construction activities. If the contractor's work unnecessarily damages existing facilities, the daily report will prove highly valuable in resolving any dispute by the contractor. Equally, the contractor will be protected from false accusations if existing conditions are sub-standard.

The material testing schedule is typically the responsibility of the contractor. Tests are required to be scheduled 48 hours in advance to assure that testers can be on site. Our Field Inspector will work with the contractor to be sure delays to testing avoid impacting the contractor's schedule. In the same way, he will also assure the contractor does not over-schedule testers for his convenience and impact the tester's (and CVAG's) budget.

All non-conforming work will be immediately communicated to the contractor and asked to be removed or corrected. It is typically corrected immediately; however,



when correction is delayed, our inspector will document the location and the issue with a non-conformance-report (NCR), which will require a specific and documented re-inspection prior to acceptance of the work.

In addition to the daily ongoing items of work, our inspectors will continually review traffic control, SWPPP compliance, and safety practices throughout the project. Depending on the specific issue observed, the inspector will direct the contractor to correct an infraction immediately, by the end of the day, or by the end of the week. These observations will be forwarded to Mr. Nowak to be noted and addressed at the weekly construction progress meeting.

## PROJECT CLOSEOUT AND ACCEPTANCE:

As the project approaches completion, Mr. Nowak and the team will begin the process of project closeout. Material testing sheets will be reviewed to assure there are no outstanding NCRs, submittal and RFI logs will be reviewed for completeness, payroll logs will be reviewed for completeness, and a proposed final estimate will be compiled for the contractor's review.

The contractor's acceptance of the final estimate is his acknowledgement that he agrees to the payment for all the work performed including all change orders and claims. Any outstanding payroll records will be submitted, and potential liens will be released.

All maintenance and operation manuals will be confirmed to have been submitted. The final project walk will generate a final punchlist. The Cities of La Quinta, Coachella, and Indio will have input for their jurisdictions. Once the work is satisfactorily completed, the project can be recommended for acceptance to CVAG.

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## SCHEDULE

Our proposed project schedule can be found on the following page.

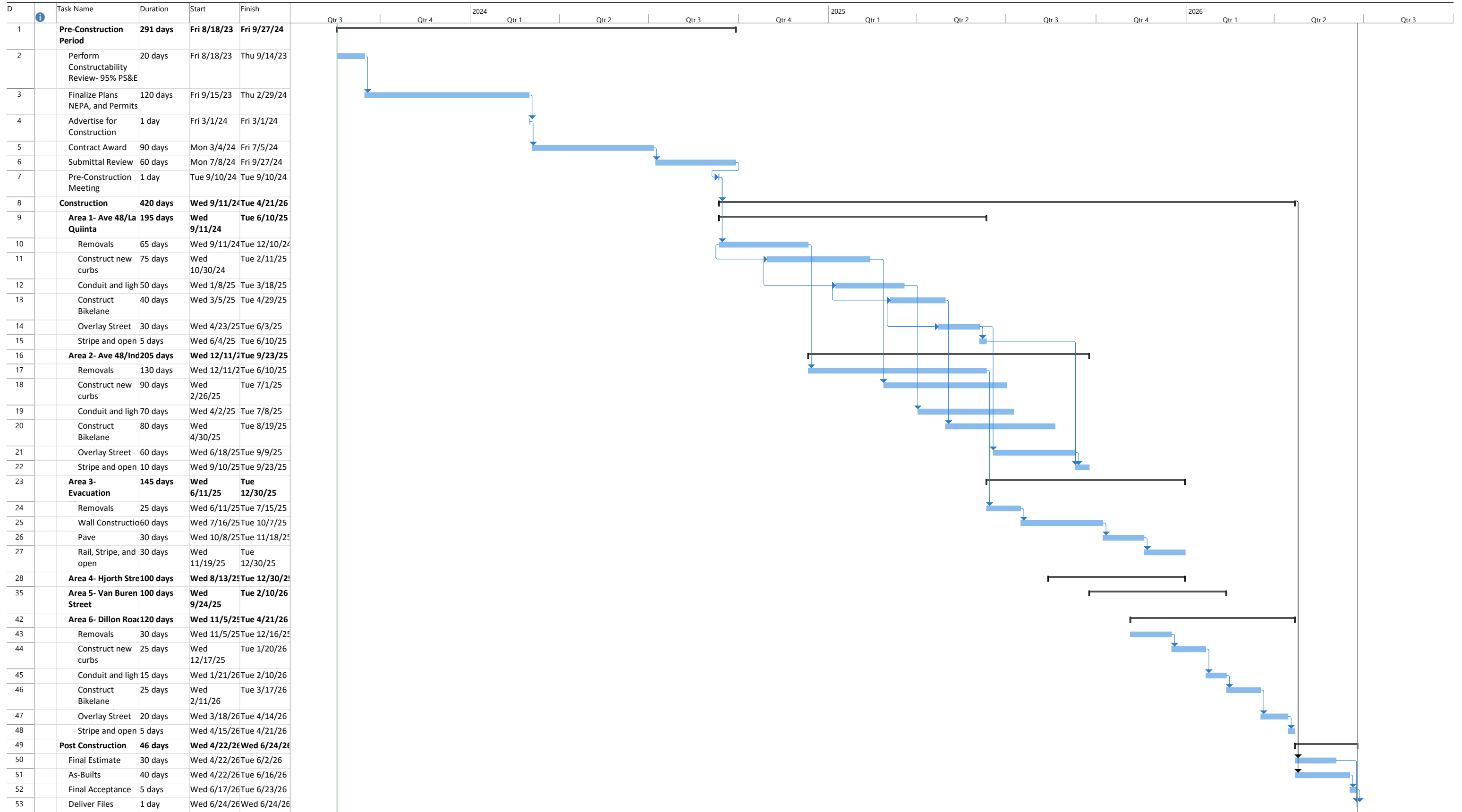
## ASSUMPTIONS

- » The contractor will perform work during the Caltrans Working Day calendar.
- » The contractor will procure long lead items as early as possible. (e.g. traffic signals)
- » City and County Traffic Control Plans will need City and County approval prior to construction.
- » All utilities (electrical, irrigation piping) will be installed after surface removals for the various areas are complete but prior to construction of roadways.
- » The grind and overlay work performed near active roadways, (single lane), will minimally disrupt traffic.
- » Grind and overlay, construction of the new bike paths, retaining wall construction, bridge, and traffic signal work may take place concurrently in different locations.
- » The NEPA permit will be obtained after 90% design is reviewed but before 100% design is submitted.
- » The contractor will have multiple crews available to work at any given time.
- » No dewatering is required.
- » The total duration for construction including closeout activities will be 21 months, about 420 working days.
- » TYLin constructability reviews will take place after 65%, 90% and 100% design is submitted.
- » The contractor will need 2 months for submittals and City and County Traffic Controls Plan approvals after contract award and prior to NTP

Arts and Music Line

Coachella Valley Association of Governments

Proposed Construction Schedule



Project: Project1  
Date: Fri 8/18/23

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

**HOURLY RATES**

NAME	TITLE	2025		2026	
		FULLY LOADED HOURLY RATE	FULLY LOADED PREVAILING WAGE RATE	FULLY LOADED HOURLY RATE	FULLY LOADED PREVAILING WAGE RATE
<b>TYLin</b>					
Joseph Smith, PE, CCM	Project Manager	\$326.81	-	\$339.88	-
Thomas Nowak, PE, QSD	Resident Engineer/Structure Rep.	\$256.20	-	\$266.45	-
Abigail Manriquez	Office Engineer	\$129.56	\$178.00	\$134.74	\$178.00
Alejandro Armendariz	Structural/Const. Inspector	\$149.43	\$182.73	\$155.41	\$182.73
Curis Musashi, EIT	Structural/Const. Inspector	\$129.35	\$176.70	\$134.52	\$176.70
<b>AIX</b>					
Robert Delgado	Inspector/Safety	\$205.70	-	\$213.93	-
Frank Duffy	Lead Inspector	\$205.70	\$178.50	\$213.93	\$178.50
<b>CONNECT AND CORPORATION</b>					
Andrea Suarez	Outreach Director-FT	\$170.00	-	\$176.80	-
Jessica Sanchez	Outreach Specialist- FT	\$90.00	-	\$93.60	-
Christine Feldman	Creative Director/Graphic Design- PT	\$110.00	-	\$114.40	-
Jenessa Sanchez	Outreach Coordinator- PT	\$51.00	-	\$53.04	-
<b>DESI</b>					
John Kannor	Sr. Electrical Inspector	\$162.14	\$178.50	\$168.63	\$175.50
Michael Roush	Electrical Inspector	\$162.14	\$178.50	\$168.63	\$175.50
Chia-Chi Wang	Labor Compliance Officer	\$185.32	-	\$192.73	-
<b>ECORP</b>					
Kevin Israel	Environmental Manager	\$160.00	-	\$166.40	-
Wendy Turner	Senior Biologist	\$160.00	-	\$166.40	-
Sonia Sifuentes	Cultural Resources Task Manager	\$160.00	-	\$166.40	-
Jesus "Freddie" Olmos	Principal Environmental Planner	\$210.00	-	\$218.40	-
Seth Myers	Air Quality/Noise Task Manager	\$195.00	-	\$202.80	-
Caroline Garcia	Lead Biological Monitor	\$106.74	-	\$111.01	-
Robert Cunningham	Archaeology Support	\$110.50	-	\$114.92	-
Julian Acuna	Lead Archaeological Monitor	\$106.74	-	\$111.01	-
Scott Taylor	Aquatic Resources Specialist	\$161.73	-	\$168.20	-
Samantha Alfaro	CEQA Support	\$90.83	-	\$94.46	-
Marc Guidry	GIS	\$158.63	-	\$164.98	-
Torrey Rotellini	GIS	\$96.33	-	\$100.18	-
Jackie McComas	Admin	\$110.56	-	\$114.98	-
Laura Hesse	Publications	\$112.66	-	\$117.17	-
<b>GEOCON</b>					

See attached rate sheet on page 9.



NAME	TITLE	2025		2026	
		FULLY LOADED HOURLY RATE	FULLY LOADED PREVAILING WAGE RATE	FULLY LOADED HOURLY RATE	FULLY LOADED PREVAILING WAGE RATE
<b>MICHAEL BAKER</b>					
Jarrad Truman, PLS	Lead Surveyor	\$275.00	-	\$286.00	-
Christopher Albert, PLS	Lead Surveyor	\$300.00	-	\$312.00	-
Steven Chi, PLS	Field Supervisor	\$185.00	-	\$192.40	-
<b>ZT CONSULTING</b>					
Farzad Tabihgoo	Principal Engineer	\$206.30	-	\$214.55	-
Derick Hobbs	SMR/ Quality Engineer	\$128.36	-	\$133.49	-
Andrew Soria	Lead Precast QA Inspector	\$136.39	-	\$141.85	-
William Kent	Lead QA Inspector	\$173.06	-	\$179.98	-
Eric Sanabria	QA Inspector	\$120.34	-	\$125.15	-
Nathan Liszewski	QA Inspector	\$128.36	-	\$133.49	-
<b>MAGANA CONSULTING</b>					
Martin Magana	President/ Construction Liaison	\$175.00	-	\$182.00	-



**2023 Schedule of Fees – RV23**

GEOTECHNICAL  
ENVIRONMENTAL  
MATERIALS

**PROFESSIONAL SERVICES**

Word Processor/Non-Technical Assistant/Draftsman .....	\$90/hr.
Engineering Assistant/Lab Technician .....	\$90/hr.
Engineering Field Technician .....	*80/hr.
Senior Field Technician .....	*80/hr.
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.).....	*90/hr.
Field Technician Supervisor .....	*120/hr.
Staff Engineer/Geologist.....	*125/hr.
Sr. Staff Engineer/Geologist .....	*135/hr.
Project Engineer/Geologist.....	*145/hr.
Senior Project Engineer/Geologist .....	*155/hr.
Senior Engineer/Geologist.....	*165/hr.
Associate Engineer/Geologist .....	*175/hr.
Principal Engineer/Geologist/Litigation Support .....	400/hr.
Attorney Fees (General) .....	\$500/hr.
Deposition or Court Appearance .....	\$550/hr.
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8 Hr minimum per call out) .....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate .....	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 hrs (if 4 hrs or less), 8 hrs (if more than 4 hrs and less than 8 hrs)	
Short-Notice Cancellation 4 hrs (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 hrs (upon or after arrival at jobsite)	

\*Prevailing Wage (PW) California Labor Code §1720, et. Seq. add \$45/hr.

**TRAVEL**

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	Quote Based on Location
Vehicle Mileage .....	0.75/mile

**EQUIPMENT & MATERIALS**

*Nuclear Density Gauge/Sand Cone Testing Equipment .....	\$10/hr.	Water Buffalo .....	\$75/ea.
*Vehicle.....	\$10/hr.	Battery-Powered Pump .....	\$100/day
*Special Inspection Equipment .....	\$5/hr.	Water Level Indicator .....	\$50/day
Coring Machine (concrete, asphalt, masonry) .....	\$285/day	Perforated 3" PVC Pipe.....	\$45/10ft.
Generator.....	\$150/day	Gravel.....	\$30/bag
Double Ring Infiltrometer .....	\$200/day	Sand .....	\$30/bag
GPS Unit.....	\$175/day	AC Cold Patch .....	\$30/bag
Pick-up Truck .....	\$150/day	Quick Set PCC Patch.....	\$30/bag
Mobile Laboratory with Lab Technician .....	\$1,650/day	Temp Marking Paint .....	\$15/can
Drive-Tube Sampler .....	\$60/day	Lath Bundle.....	\$100/ea.
Hand-Auger .....	\$50/day	Air Compressor .....	\$150/day
Dynamic Cone Penetrometer .....	\$250/day	Soil Sample Tube .....	\$15/ea.
Manometer .....	\$100/day	Percussion Hammer Drill .....	\$125/day
Schmidt Hammer .....	\$100/day		



2023 Schedule of Fees – RV23

GEOTECHNICAL  
ENVIRONMENTAL  
MATERIALS

**LABORATORY TESTS**

**COMPACTION CURVES**

(D698/D1557/T99/T108) 4-inch mold .....	\$220
(D698/D1557/T99/T108) 6-inch mold .....	\$230
(CT 216) California Impact.....	\$230
Check Point .....	\$100
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) .....	\$150
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) .....	\$50
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) .....	\$300
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) .....	\$100

**SOIL AND AGGREGATE STABILITY**

(D2844/CT301) Resistance Value .....	\$290
(D2844/CT301) Resistance Value, Treated.....	\$295
(D1883) California Bearing Ratio .....	\$530
(C977) Stabilization Ability of Lime.....	\$185
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) .....	\$105

**CHEMICAL ANALYSIS**

(G187/CT643/T288) pH and Resistivity.....	\$135
(D4972/T289) pH Only.....	\$30
(CT417) Sulfate Content.....	\$100
(CT422) Chloride Content.....	\$55
(D2974) Organic Content.....	\$50

**PERMEABILITY, CONSOLIDATION AND EXPANSION**

(D5084) Permeability, Flexible Wall .....	\$270
(D5856) Permeability, Rigid Wall .....	\$260
(D2434) Permeability, Constant Head .....	\$280
(D2434) Permeability, FHA Slab-on-Grade .....	\$110
(D2434) Permeability, Hourly .....	\$55
(D2435/T216) Consolidation (6 pts. w/ Unload) .....	\$350
(D2435/T216) Consolidation Additional Point w/ Unload .....	\$65
(D4546) Swell/Compression Testing & Density.....	\$120
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) .....	\$85
(D4546) Swell/Settlement Testing & Density (County) .....	\$100
(D4546) Swell/Settlement Testing & Density (FHA) .....	\$90
(D4829) Expansion Index of Soils.....	\$160

**SOIL AND AGGREGATE PROPERTIES**

(D422/T88) Particle Size, Hydrometer w/out Sieve .....	\$165
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash.....	\$150
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash.....	\$115
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash.....	\$100
(C117/D1140/T11) Materials Finer than #200.....	\$90
(D2216/T265/CT226) Moisture Content.....	\$30
(D2487/D2488) Visual Soil Classification.....	\$30
(D2937) Density of In-Place Soil, Drive-Cyl. Method.....	\$45
(D4943) Shrinkage Factors of Soils, Wax Method.....	\$55
(C131/C535/CT211) L.A. Abrasion Resistance .....	\$200
(C142/T112) Clay Lumps and Friable Particles .....	\$170
(C123/T113) Light Weight Particles.....	\$245
(D3744/CT229/T210) Durability Index Fine .....	\$190
(D3744/CT229/T210) Durability Index Coarse.....	\$225
(CT227) Cleaness Value.....	\$170
(D4791) Flat & Elongated Particles .....	\$165
(D693/CT205) Percent Crushed Particles.....	\$145
(D5821) Percent. of Fractured Particles, Coarse Aggregate.....	\$140
(C40/CT213/T21) Organic Impurities .....	\$75
(C235) Soft Hardness (Scratch Hardness) .....	\$100
(C88/CT214/T104) Sulfate Soundness .....	\$410
(C1252/T304) Uncompact. Void Content, Fine Aggregate .....	\$150
(C127/CT206/T85) Coarse Specific Gravity.....	\$125
(C128/CT207/T84) Fine Specific Gravity .....	\$150
(D854/CT209/T100) Specific Gravity of Soil.....	\$150
(C29/CT212/T19) Unit Weight & Percent Voids.....	\$90
(D2419/CT217/T176) Sand Equivalent .....	\$110
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) .....	\$165
(D4318/CT204/T89) Liquid Limit.....	\$95
(D4318/CT204/T90) Plastic Limit.....	\$95
(C330) Spec. for Lightweight Aggregates, Struc. Concrete .....	Quote

**SHEAR STRENGTH**

(D2166) Unconfined Compression .....	\$100
(D3080/T236) Direct Shear (3 points) .....	\$295
(D3080/T236) Remolded Direct Shear (3 points) .....	\$300
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass.....	\$115
(D2850) Unconsolidated-Undrained Triaxial Shear .....	\$160
(D2580) Unconsolidated-Undrained Triaxial Staged .....	\$160
(D4767) Consolidated-Undrained Triaxial Shear .....	\$265
(D4767) Consolidated-Undrained Triaxial Staged .....	\$340
(EM1110) Consolidated-Drained Triaxial Shear .....	\$375
(EM1110) Consolidated-Drained Triaxial Staged .....	\$480



2023 Schedule of Fees – RV23

GEOTECHNICAL  
ENVIRONMENTAL  
MATERIALS

**LABORATORY TESTS (CONTINUED)**

(A370) Bend Test

- #11 Bar & Smaller..... \$50
- #14 & #18 Bar ..... \$70

(A370) Tensile - Mechanically Spliced Bar

- #11 Bar & Smaller..... \$150
- #14 Bar & Larger..... \$190

(A370) Tensile – Electric Resist. Butt Splice w/ Control..... \$150

(A370) Straightening of bar (if required)..... \$25

Structural Steel Tests:

- (A370) Machining & Prep of Test Specimen ..... Cost + 20%
- (A370) Tensile Strength & Elongation
  - Up to 200,000 lbs..... \$100
  - 200,000 – 300,000 lbs..... \$125
  - 300,000 – 400,000 lbs..... \$150

Pre-stressing Wire & Tendon Tests:

- (A421) Tensile Strength, Single Wire..... \$150
- (A416) Tensile Strength, 7-Wire Strand..... \$175

High Strength Bolt, Nut, & Washer Tests:

- (A325/A490) Tensile Test on Bolts ..... \$100
- (A563) Proof Load Test on Nuts ..... \$100
- (A325/A490) Hardness Test on Bolts ..... \$50
- (A536) Hardness Test on Nuts..... \$50
- (F436) Hardness Test on Washers..... \$50

Weld Specimen Tests:

- (E164) Ultrasonic Examination..... Quote
- Machining & Prep of Test Specimen ..... Cost + 20%
- (E381) Macrotech Test (3 Faces) ..... \$355

**ASPHALT TESTING**

Asphalt Properties:

- (D2726/CT308/T166) Bulk Spec. Grav., Compacted HMA ..... \$100
- (D1560/CT366) Stabilometer Value (HVEEM) ..... \$145
- (D2041) Theoretical Max Specific Gravity ..... \$145
- (D5444) Sieve Analysis of Extracted Asphalt..... \$150
- (D6307/CT382) Percent Asphalt, Ignition Method ..... \$150
- (D1188) Unit Weight of Asphalt Core..... \$65

**MISCELLANEOUS TESTING SERVICES**

- Emulsion..... \$300
- Wet Track Abrasion ..... \$175

Calibration of Hydraulic Ram:

- 100 Ton & Under..... \$200
- 101 Tons – 200 Tons..... \$300

Use of Universal Testing Machine:

- UTM with One Operator ..... \$320
- Additional Technician..... Regular Tech Rate

Spray Applied Fireproofing:

- (E605/E736) Fireproofing Oven Dry Density/Thickness..... \$90

**MASONRY\*\***

Concrete Block Test (Sets of 3 Required):

- (C140) Unit Weight Moisture Content & Absorption ..... \$195
- (C140) Moisture Content/Absorption (ea. addtl. specimen) ..... \$65
- (C140) Compression Test..... \$195
- (C140) Compression Test (ea. addtl. specimen) ..... \$65
- (C426) Linear Drying Shrinkage ..... \$285
- (C109/UBC 21-16) Mortar Cylinder (2"x4") ..... \$30
- (C942) Grout Prism (3"x3"x6"), trimming included..... \$35

Masonry Prism (Assemblage):

- (C1314) 8"x8"x16" – 8"x12"x16" ..... \$200
- (C1314) 8"x16"x16" – 10"x12"x16" ..... \$225
- (C1314) 12"x12"x16" – 12"x16"x16" ..... \$250
- (C1314) Larger than 12"x16"x16" ..... Quote

Brick Test (Set of 5 Specimens):

- (C67) 24-Hour Absorption, Cold Water..... \$225
- (C67) 5-Hour Absorption, Boiling Water..... \$225
- (C67) Compression Test or Modulus of Rupture..... \$255
- (C67) Each Additional Specimen..... \$45

**CONCRETE\*\***

Mix Designs:

- (ACI211/ACI214) Concrete Mix Design ..... \$350
- (ACI211/ACI214) Review of Concrete Mix Design ..... \$350
- (C192) Concrete Trial Mix (includes equipment & labor) ..... \$495

Concrete Properties:

- (C39/CT521/T22) Comp. Strength, Concrete Cyl..... \$30
- (C42/CT521/T22) Comp. Strength, Concrete/Gunite Core..... \$60
- (C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam..... \$165
- (C174) Length Measuring of Drilled Cores ..... \$75
- (C1140) Shotcrete Panel-Coring & Testing (Set of 3) ..... \$290
- (C1140) Shotcrete Panel (each addtl. specimen)..... \$90
- (C496) Static Modulus of Elasticity..... \$200
- (C496) Drying Shrinkage (Set of 3, up to 28 days)..... \$395
- (C642) Spec. Gravity, Absorp., Voids in Hardened Concrete..... \$95
- (F1869) Moisture Vapor Emission Rate, Concrete Subfloor..... \$50

\*2X Surcharge on rush turn-around for laboratory testing.  
\*\*Fee applies for sample storage, testing, or disposal.



## 2023 Schedule of Fees – RV23

GEOTECHNICAL  
ENVIRONMENTAL  
MATERIALS

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only and include reporting of routine results not calling for comments, recommendations or conclusions.*
2. *Sampling and testing are conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*
3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is based on the local costs per day when location of work dictates.*
4. *Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein.*
5. *Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent, and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*
6. *Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*
7. *Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

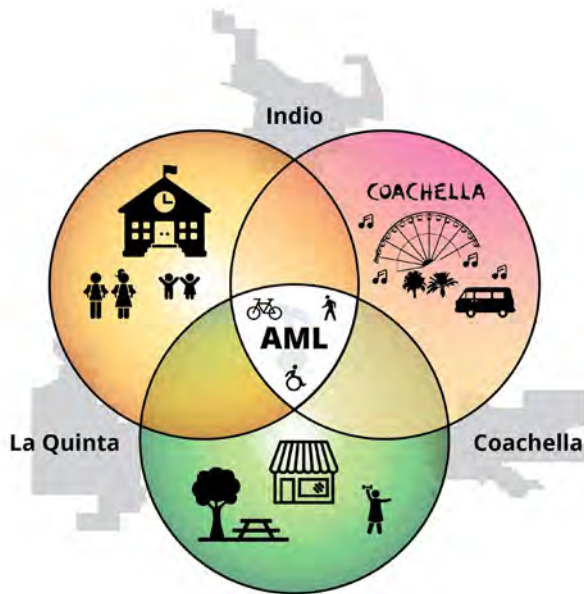
**Attachment A-3**

**Chen Ryan Associates, Inc.  
Technical and Fee Proposal**

## 4. Work Plan

### The CVAG Arts & Music Line: The nexus of transportation planning and the arts

The approach that informs our vision for the CVAG Arts and Music Line (AML) Active Transportation Plan (ATP) Non-Infrastructure Program is the nexus of active transportation planning and the arts. If infrastructure is the physical manifestation of the AML, then the arts, education and encouragement elements that define the Non-Infrastructure Program are the cultural manifestation of the AML.



Coachella Valley has experienced a steady growth over the last fifteen years that has increased vehicular traffic, collisions, and air pollution. The AML ATP Non-Infrastructure Program (AML NI Program) focuses on moving youth, seniors, and the mobility-challenged community to parks and activity centers including recreation centers, schools, and commercial centers. The AML NI Program also incorporates arts into the design of the AML and will deploy active transportation education curriculum and community encouragement campaigns. The scope, scale, and holistic approach of the AML has the potential to be highly transformative for residents, visitors, and businesses with impacts and effects far reaching throughout the Coachella Valley.

The CRA team knows the history of the AML; CRA and Arellano Associates (AA) helped conduct community engagement and supported the Caltrans ATP Cycle 6 grant application submittal. The CRA team recognizes the importance of the AML for connecting transportation planning and the design process, as well as changing people's minds and transportation choices.

The overarching goal of the AML is to improve health and increase safe mobility for residents, workers, students and visitors (particularly vulnerable populations reliant upon walking/biking for transportation) to jobs, schools, and activity centers through the AML. The AML will facilitate improved public health, social equity, and provide other important community benefits. The AML will be used to achieve the following objectives:

- A. **Enhance multimodal neighborhood mobility** by strategically identifying street and sidewalk connections, crossings, gaps, and identifying how residents can better access businesses, retail centers, schools, parks, recreational facilities, and community services, through a seamless active transportation network.
- B. **Improve active transportation safety** by exploring linkages of residences, schools, and other activity centers via pedestrian and bicycle corridors and the AML, assessing the conditions of the streets and sidewalks connecting these places, and by identifying countermeasures to target the main causes of bicycle and pedestrian-involved traffic collisions in the region.
- C. **Foster equitable, livable and healthy communities** by improving walking and bicycling access to desired destinations, building upon existing plans and public health programs that not only identified destinations to implement changes for social equity, but also provide the framework to identify more destinations for future work in expanding such initiatives. This project focuses on providing people opportunities to achieve a healthier lifestyle and create a sense of community using pedestrian and bicycle infrastructure with the AML.



The construction of the AML will create a high quality pedestrian and bicycle corridor through Coachella, Indio, La Quinta, and unincorporated Riverside County. The AML will connect to eleven schools from the Desert Sands Unified and Coachella Valley Unified School Districts, the Coachella Valley Link (CV Link, the regional multi-use trail) and Bear Creek Trail, as well as connections to nine different neighborhoods and community parks including Rancho Las Flores Park, Dr. Carreon Park, Hijorth Park, Saguaro Park, La Quinta Park, De Oro Park, Shields Park, South Jackson Park, and Civic Center Campus. CRA will work with staff to determine a clear set of performance metrics that will be tracked through a two-year arts, education and awareness program with the goal of creating a system for measuring mode shift and active transportation change over time in the Coachella Valley. At the center of this curriculum is a community-wide bicyclist and pedestrian safety and education awareness campaign that will include instructional activities throughout the community reaching students, residents, visitors, commuters, and other community stakeholders. The CRA team will leverage its relationships it has built with Desert Sands Unified and Coachella Valley Unified, as well as the 11 schools making up the project area, through outreach in the community in 2021 and 2022 and through other CVAG projects.

### ➤ DESIRED OUTCOMES OF THE AML

The AML's origins come from the communities of Coachella, Indio, and La Quinta, CVAG, area schools, and other stakeholders. They have expressed the desired outcomes of the AML, which we understand to be:

- ▶ Access to amenities of daily life through active transportation (parks, grocery stores, pharmacies, employment, etc.)
- ▶ Active transportation safety and enjoyment
- ▶ Community/public health through active transportation
- ▶ Educational and skill development of students and the broader community about active transportation and the arts
- ▶ Promotion and support for the arts

- ▶ Positive experience in communities' relationship with public agencies through collaboration
- ▶ Enhancing the icon of Coachella Valley as an arts destination
- ▶ Improved aesthetic experience of Avenue 48 and the "spurs" connecting to project area schools
- ▶ Reduction of greenhouse gas emissions through increasing active transportation

The AML's NI Program will contribute to the identity of the region as an arts destination and draw people from all over the world. The AML is a tool for capitalizing on state, national and international interest in the Coachella Valley. While there are many positive economic benefits to hosting the Coachella and Stagecoach festivals, there are also environmental impacts to the Valley. CRA will work with CVAG to collaborate with each festival's organizers to develop an active transportation plan to improve mobility options during the periods when festivals are being held, with materials that will encourage festivalgoers to use active transportation while attending. As is the case with cities who have seasonal influxes of visitors due to regularly scheduled and seasonal events, the AML is a strategy to address the transportation and arts needs of communities throughout the year, and visitors on festival occasions.

## Scope of Work

### ➤ TASK 1: PROJECT MANAGEMENT & ADMINISTRATION

#### PROJECT MANAGEMENT

CRA Project Manager, Jenny An, will organize and facilitate the AML NI Program project kick-off meeting. That meeting will establish project direction, communication protocols, and refine the project schedule and scope. The kickoff meeting will introduce the approach and plan for outreach and engagement, data collection and analysis, as well as the preparation of associated public facing materials including the project promotion toolkit, maps, and visuals. A meeting agenda will be submitted by CRA in advance of the kickoff meeting and presumably include a review of the project scope, budget, schedule, establish a bi-weekly check in meeting, and



a preliminary discussion of branding, project look and feel, and communication protocols. After the kickoff meeting, CRA will develop and submit minutes within five business days focusing on key decisions, action items, and next steps.

Jenny will maintain a detailed project schedule and budget consistent with this proposal (pending any changes at the kickoff meeting), with careful attention to the allocation of resources and control over task execution. CRA has proposed a schedule (see GANTT Chart at the end of this section) to establish a logical task sequencing including outreach activities, which will be further refined in the opening month of the project. The CRA team has led many projects of this scale, vision, and scope, and has the multidisciplinary staff to deliver.

CRA recognizes the importance of presenting detailed and technical materials in an intuitive and aesthetically attractive format to the public. After the schedule has been confirmed at the kickoff meeting, CRA will develop a simplified version of the project schedule for use in the Promotional Toolkit, for the purpose of public presentation.

CRA and CVAG will hold biweekly, primarily virtual meetings with partner agencies and stakeholders. In addition to these regular meetings, CRA will support and facilitate meetings of the existing Ad Hoc Committee and other already-committed stakeholders with the goal of maintaining existing AML public outreach providing continuity for the AML NI Program. Additionally, CRA will assemble and maintain a list of AML stakeholders. This list begins with the Ad Hoc Committee and currently active stakeholders and will be further developed as the AML reaches more people within the project area communities and people throughout the cities of the Coachella Valley. The AML NI Program is ambitious to a degree that knowledge of it could become a household conversation, and thus we expect stakeholder interest to increase qualitatively and quantitatively. AA will recruit participants for the Stakeholder Advisory Group from the stakeholder pool, City staff, and potentially from other community-based organizations in underserved communities. The CRA team will prepare Stakeholder Advisory Group meeting invitations and track invitations and RSVPs.

CRA will facilitate 8 meetings with the Ad Hoc Committee, Transportation, and Executive Committees. To inform as well as draw upon assets within CVAG, CRA will make presentations to CVAG's Transportation Committee meetings and Executive Committee meetings throughout the three-year duration of the AML NI Program at key decision making points. The CRA team will prepare presentation content related to outreach efforts for Transportation, Executive, and Ad Hoc Committee, and other stakeholder meetings.



### TASK 1 DELIVERABLES

- Meeting agendas, minutes
- Technical memos
- Staff reports and attachments
- Stakeholder list
- Ad Hoc Committee list
- Grant reporting materials
- Presentation materials
- Biweekly project meetings (in-person or remote, as approved by CVAG)
- Ad Hoc Committee, stakeholders and member agencies meetings (8 meetings)
- Transportation Committee (2 meetings)
- Executive Committee (2 meetings)

### ➤ TASK 2: COMMUNITY OUTREACH AND ENGAGEMENT

Prior engagement on the AML has been extensive, robust, and impressive and this is the foundation of the AML since 2018. The Ad Hoc Committee and active stakeholders comprising the Stakeholder Advisory Group will continue to be engaged and will include community-based organizations (CBOs), schools, communities in the project area including families living in affordable housing. The diversity of publics engaged in the AML includes generational diversity, which has been facilitated by intentional collaboration with institutions and organizations for the young and elderly. The Stakeholder Advisory Group is best positioned for understanding how, when, and where outreach in the project area will be most effective, and whose networks will be a vital

asset for achieving broad-based public engagement.

AA has been our engagement partner on the AML throughout the earlier phases of the project. Continuity and a track record of successful collaboration with CVAG is a major asset that we bring to the project. We have already achieved project collaboration efficiencies – relationships, communication protocols, and unparalleled project understanding – that allow us to hit the ground running with CVAG.

## TASK 2.1: OUTREACH AND ENGAGEMENT PLAN

CRA and AA, in collaboration with the stakeholder group, will launch a new phase of outreach and community engagement for the AML NI Program, leading to the creation of an Outreach and Engagement Plan (OEP) (draft and final). AA, with input from CVAG, will prepare a detailed OEP that will include parks' and recreation centers' information as well as data from the technical team and community engagement events throughout the development of the AML NI Program. This OEP will identify outreach methods and activities, as well as new stakeholders to engage including students, residents, advocates, and CBOs not previously involved in the project. The OEP will consist of a strategy to fully engage disadvantaged communities, including outreach in multiple languages and through nontraditional means to reach groups that may not typically participate in the urban planning process. The OEP, utilizing AML branding and visual approved as part of the Promotional Toolkit (see examples below), will present engagement dates informed by the Coachella Valley communities. Schedules will include established community events as well as potential events at ideal locations for community engagement. The OEP will include timeline and strategies for how to integrate the project promotion and outreach events including up to 22 pop-up events, 10 community events, participatory challenges such as Bike to Work Day, Bike to Work Month, or National Walk and Bike to School Day. The Project will also work integrate the SCAG Go Human toolkit for demonstration/safety education classes/assemblies.

The OEP schedule will also be informed by the academic calendar as part of the school-based

programs associated with the AML NI Program. Outreach and engagement events will also be timed with families' working schedules and availability in mind. The activities and materials of engagement will be in formats appealing to the community, and with an understanding of diverse learning styles for widespread appeal. The goals for each outreach activity will be defined by the project leadership, informed by local communities and stakeholders.

A key piece of the OEP will be ongoing surveying throughout all engagement activities for the duration of the project. A paper and online survey tool will be promoted at events, on the project website, and distributed via all available electronic means of communication (email, social media outlets).

The input generated through outreach will be documented as part of the project process. The input we hear from community members and other stakeholders will continually inform the project as it develops, particularly in terms of the conceptual development of the educational curricula and encouragement campaigns, the aesthetic/artistic development of the AML, and subsequent outreach opportunities and methods. As part of the initial review of contacts AA will identify missing key stakeholders in the communities of the project area and recommend their inclusion in the project contacts database. Identified groups will be considered for specific targeted notification and engagement during the outreach process. AA will maintain the database throughout the Project and add contacts as stakeholders join the project's electronic mailing list. The totality of the OEP along with the database of stakeholders and their input will be reported in an Appendix of Program Evaluation Report. This information will also inform CVAG and advisory committees, as appropriate.

## TASK 2.2: PROJECT PROMOTION

At the onset of the project, CRA and AA will develop a branding and style guide for use in the AML Communications and Promotions Toolkit. This will include branding and a project logo that refers to the aesthetics of the natural beauty of the Coachella Valley as well as the centrality of the arts to the region and to the AML NI Program. CRA's graphic designer will produce copy of public facing materials (draft

and final) that can be presented in multiple forms (for screen viewing, physical copies, etc.) and through a diversity of outlets (traditional media, online/social media, and local media including school newspapers/newsletters, etc.). Project promotion is essential to inform stakeholders about the AML clearly and coherently. The CRA team are experienced in developing various strategies and collateral materials based on and tailored to the needs of the project. All materials will be translated into Spanish, following English content approval. The Communications and Promotions Toolkit will present a plan for the strategic targeting of audiences, scheduled according to the timing of engagement events, and according to project milestones. The following materials will be developed:

- ▶ **Project Branding:** AA will create visually engaging project branding in alignment to enhance project recognition and resonance. CRA and AA will listen closely to the community about the brand identity of the AML NI Program, such that it will be context-sensitive and appealing to residents and visitors alike. The brand will reference the region as an icon of arts and music, as a region that supports the arts from within (uplifting local artists) and from without (showcasing talent from beyond the Coachella Valley). Materials utilizing project branding will include promotional items, tabling materials including posters, banners, or tablecloths. AA will work with the Project Team to ensure graphics are consistent with the CVAG's branding guidelines.
- ▶ **Communications and Promotional Toolkits:** AA will develop two Communications and Promotional Toolkits, one for schools and one for employers. The Toolkits will focus on encouraging participation and feedback from program partners and participants. Anticipated partners include Riverside County Public Health, Coachella Valley and Desert Sands Unified School Districts, Cities of Coachella, Indio, La Quinta, and Riverside County. Public facing materials will be bilingual (English and Spanish) and include an 11x17 poster, postcards, online/paper survey, data gathering tools, and other items.
- ▶ **Social Media:** AA will develop, at minimum, one social media post per month that can be shared across social media platforms for CVAG and partner cities' accounts. Posts will be visually appealing, informational, and provided in both English and Spanish.
- ▶ **Project Website:** AA will develop a project website for the AML NI Program to promote outreach and education materials, document activities, promote community events, participatory challenges, pop-ups, walk audits, and to facilitate data gathering for the AML NI Program. AA will host the website and post information about the project timeline, background information, and toolkit resources. There will also be opportunities to solicit feedback from visitors on various elements of the project. The website will also allow stakeholders to submit feedback without attending outreach events. It could include a simple online mapping tool to identify current barriers and recommendations for suggested improvements around a given park, school, or community activity site, and allow the ability to rank improvements. Other interactive website activities will be developed in coordination with CVAG and the technical team.
- ▶ **Traditional Media:** AA will develop promotion for radio, door to door notification, and telephone and SMS campaign in coordination with CVAG.
- ▶ **Youth Focused:** The project team will work with schools, recreation centers, public works, and parks and recreation departments in the partner cities to promote the project website and AML NI program. The project website will be promoted through each of the project schools through school newsletters.
- ▶ **Employer Focused:** The project team will work with employers, the Greater Coachella Valley Chamber of Commerce, and local businesses to promote the project website and AML program. Additionally, "business cards" which will contain a high-level summary of the project, the project's web address and a QR Code will be handed out at the outreach events. At the conclusion of the survey period, the Consultant will prepare a

memorandum outlining the findings of the virtual engagement platform.



## TASK 2 DELIVERABLES

- *Outreach and Engagement Plan*
- *Project Contact Database*
- *Communications and Promotional Toolkits and collateral materials*

## ▶ TASK 3: EDUCATION AND ENCOURAGEMENT ACTIVITIES

AA will plan and lead engagement events for this program. This will include pop-up events, community events, and participatory challenges such as Bike to Work Day, Bike to Work Month, and National Walk and Bike to School Day. Outreach at these events will be conducted to promote the AML NI Program and gather data from the community about opportunities and challenges of active transportation in the Coachella Valley. As part of all outreach events, active transportation incentives (such as merchandise, bicycle helmets, lights and bells) will be incorporated to encourage participation.

### TASK 3.1: COMMUNITY PARTNER COORDINATION

To encourage participation and increase program awareness, AA will utilize extended outreach through community partners. AA will collaborate with CBOs who will be compensated to implement the notification plan utilizing their local networks and communication tools. CBO partners will be confirmed and on-boarded during the development of the outreach and engagement plan and will be asked to support outreach notification, host or support facilitation at community events, and serve as strategic advisors. AA will identify potential CBOs based on their proximity and relationship to stakeholders within the project corridor, their interest in active transportation projects, and/or their ability to provide a local event venue to meet people where they are already going. A potential partner includes the Coachella Valley Housing Coalition, who can

assist with notifying stakeholders in their communities via pop-up events or by distributing door-hangers.

### ASSUMPTIONS

- ▶ All collateral and notification materials will be translated into Spanish
- ▶ CVAG will share branding guidelines
- ▶ Technical consultants will contribute to the content of outreach materials
- ▶ Technical consultants will prepare maps and other technical materials

### TASK 3.2: POP-UP EVENTS

The intent of pop-up events is to connect project-specific engagement with standing community functions, meetings, and events which have existing audiences and participants. Pop-up events add great value to the engagement process because it enables the project to connect and interface with individuals who may have meaningful input, but would not have otherwise been interested in participating in standalone project events. For this project, pop-up events may include a safety demonstration events (e.g., teaching riders how to properly navigate across streets), bicycle rodeos, bicycle skills classes, bike safety assemblies, safety events in partnership with local fire and police departments. All pop-ups will have raffles and giveaways related to active transportation to incentivize participation. Outreach will integrate existing events such as at the Tamale Festival and Date Festival, as well as coordination with music and arts festivals (e.g., Coachella and Stagecoach festivals).

### TASK 3.3: COMMUNITY EVENTS

AA will organize and lead ten (10) community events. This may include bike rides/trains, walking tours or walking school buses to help educate the community on roadway safety. The outreach team will engage with local schools, the YMCA, and Boys and Girls Clubs to promote safety and awareness to the youth population. In addition, AA will collaborate with CBO partners to assist with promoting the community events to their audiences. The outreach team will also seek to partner with the American Automobile Association (AAA) on their bike safety program.

Tabling at pop-ups and community events will involve project materials dissemination, appealing visuals, snacks and water, shade, and the opportunity to provide input on the AML NI Program via a survey or conversations with facilitators present. Promotion of the AML NI Program and events associated with the engagement campaign will also occur on public kiosks and in parking lots associated with community and arts events, through electronic communications means (messaging through SMS and robocalls), and through advertisements on radio stations such as KCRI, KVRA, KUUU, and KPST.

The AML NI Program collaboration with area music and arts festivals is a key part of the engagement plan as it supplies the opportunity to simultaneously address the needs of festival organizers (with regard to transportation demand and environmental impact) as well the needs of local communities and the project team who are seeking the support of festival organizers and festivalgoers alike. With AA, CRA will lead in the planning and operations of bicycle services at music festivals of Coachella and Stagecoach, specifically by offering bike valet services as well as bicycle maintenance services for festivalgoers. As we elaborate in the Innovations section below, we foresee student involvement in the festival's bike elements in the form of assisting with bike valet and assisting with bicycle maintenance (the skills for which students will develop as part of the bicycle mechanics after-school program).

### TASK 3.4: COMMUNITY CHALLENGES

The project team will help organize and promote two community participatory challenge events, such as a Bike to Work Day, Bike to Work Month, or National Walk and Bike to School Day. The goal of these activities is to ignite a sense of enthusiasm within the community for walking and biking activities on one designated day. AA will explore multifaceted strategies including sustained promotional efforts, enticing raffles, and thoughtful giveaways. Collaborations with local businesses will be explored to provide attractive incentives, while also considering partnerships with employers to offer participation-based rewards. AA will prepare a media toolkit for local news stations to promote the challenges.

### TASK 3.5: ARTS PROGRAM AND BIKE MECHANICS COURSE

CRA will collaborate with school's art programs and look for opportunities to incorporate art into the AML project. This will include coordination with arts instructors, students, administrators to secure and incorporate art work into the project process for marketing, visual materials.

The project team will work with CVAG to collaborate with music festival organizers to incorporate bicycle services. CRA will coordinate with a volunteer-run community bike repair shop to teach youth how to repair bikes and to educate interested community members on the fundamentals of establishing and maintaining a volunteer-run repair shop that serves as a cooperative community space. To create efficiencies, the Team recommends collaborating with organizations with experience to utilize and build upon existing curriculum and models. This approach seeks to learn from proven models of success and is anticipated to help the CVAG region establish similar sustainable models and programs.



#### TASK 3 DELIVERABLES

- *Planning and attendance of up to twenty-two (22) pop-up events, ten (10) community events, and two (2) community challenges*
- *Coordination with festival organizers for bike services*
- *Public facing materials needed per the outreach and engagement strategy including PowerPoint presentations, boards, posters, and incentives*
- *Event documentation including photos, summaries, and feedback received*
- *CBO partner onboarding and coordination*
- *Arts program*
- *Bike mechanics course*



## 📌 TASK 4: EVALUATION AND ASSESSMENT

### TASK 4.1: GIS DATA COLLECTION

CRA -- in coordination with CVAG, the Stakeholder Advisory Group, school districts and schools, the County, the Cities of Coachella, Indio, and La Quinta, and our project partners AA -- will conduct an inventory of project area physical conditions and assets of the project area, the neighborhoods of the project area and proximate neighborhoods, areas including the 11 schools that are part of the AML NI Program. The elements of the built environment that will be studied include sidewalks, street crossings, bus stops, and bikeways/bicycle infrastructure. Our analysis will include data on commercial and retail establishments, community spaces, parks, community centers, and religious facilities. Data collected will be relevant to metrics associated with Safe Routes To School, Safe Routes To Parks, and Safe Routes For Seniors planning and programs (see Task 5).

CRA will develop GIS maps using available data sources and some inventory for each of the 11 school's surrounding areas and the Empire Polo Fields (where both Coachella and Stagecoach festivals are held), displaying their mobility networks (including street system, bikeways, sidewalks or missing sidewalk locations, and bus stops). The maps will highlight key land uses, destinations, and other points of interest. Neighborhood boundaries, school enrollment areas, and/or other potentially informative administrative boundaries will also be displayed.

The maps will be used in the subsequent technical tasks and products of this study, including the collision analysis (Task 4.2), mobility assessments (Task 4.4), existing conditions (Task 4.6), and recommendations maps (Task 5).



#### TASK 4.1 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*

### TASK 4.2: BICYCLE AND PEDESTRIAN COLLISION ANALYSIS

CRA will analyze a period of five years of recent pedestrian and bicycle collision history in the cities of the study area (which include the 11 schools served by the AML) using the client's preferred source of data, though if not otherwise specified then SWITRS/TIMS records. The analysis will help identify trends, issues, high collision locations, common collision causes, and help determine which user group(s), if any, are disproportionately represented among the collisions. The findings will be presented on collision maps and supporting tables and summarized in a technical memo according to Caltrans ATP guidelines.

The following attributes will be summarized by frequency:

- ▶ Intersection and segment locations
- ▶ Worst injury outcome
- ▶ Party at-fault
- ▶ Primary Collision Factors and/or CA Vehicle Code violations

Findings from collision analysis will be examined in relationship to other technical analysis performed as a part of this scope, including the existing conditions, bike/walk audits, and multimodal and summarized in a technical memorandum (draft and final). The project team will determine collision exposure rates from crash frequencies and AADT (derived from multimodal counts and "Big Data", see Task 4.3), and assess those local conditions relative to regional, state, and national rates and benchmarks; this comparative section of the analysis will be summarized into a scorecard of roadway health. CRA can monitor collisions post-project during the lifespan of the study, with the caveat that making conclusions about safety effects would require additional years of collection. One helpful strategy for post-project monitoring can be for the project team to set up an online collision GIS map with capabilities to filter, visualize and summarize the data by key attributes. CRA can provide guidance to CVAG on how to maintain this resource and update on an annual basis with new records to assist with post-project safety monitoring.



### TASK 4.2 DELIVERABLES

- *Technical memos and reports*
- *GIS data, documentation, maps, and summary tables*
- *Presentation materials*
- *Online collision GIS map and guidance for maintenance*

### TASK 4.3: MULTIMODAL COUNTS

CRA will commission 24-hour multimodal roadway segment/mid-block active transportation counts at up to 45 locations. These include the AML “spurs” leading to the project area schools (11 counts), Avenue 48 between major intersections (10 counts), at the 10 highest frequency collision locations (10 counts, Task 4.2), and at each of the two festivals (4 counts). Other locations will be chosen based on results from Existing Conditions facility locations (z 10 counts, Task 4.6). We will deploy 24-hour counts because they eliminate the necessity of extrapolation relative to peak rates. Existing Conditions facility locations will also influence the number of counts. CRA will collect mode share data pre- and post-AML construction. CRA will present our analysis of count data by mode converted to annual average daily trips (AADT) for collision analysis, and provided in tabular and GIS data formats. To help estimate activity rates in areas where count data is not collected, CRA will use location-based services data (otherwise known as “Big Data”) to extrapolate pedestrian and bicycle volumes in other parts of the study area. CRA will use ReplicaHQ to retrieve pedestrian and bicycling data, to supplement the counts for the development of the AADT estimates needed to determine exposure rates for pedestrian and bicycle collisions. The use of Big Data can also assist with post-project activity monitoring.



### TASK 4.3 DELIVERABLES

- *Technical memos and reports*
- *24-hour counts in 45 locations*

- *GIS mapping with metadata*
- *ReplicaHQ Big Data to estimate pedestrian and bicycle activity throughout the project area*
- *Presentation materials*

### TASK 4.4: MOBILITY ASSESSMENTS

CRA will observe mobility conditions in the field at the 11 schools of the project area and the Empire Polo Club that hosts the Coachella and Stagecoach music and arts festivals. Mobility Assessments will include Pedestrian Environment Quality Evaluation (PEQE) as part of the analysis of pedestrian conditions, and Level of Traffic Stress (LTS) as part of the analysis of bicycling conditions.

During visits to each school, CRA will canvass the area surrounding the school, documenting the attributes and deficiencies of transportation assets, infrastructure, and presence of other support features (crossing guards, school chaperons, etc.) next to each school. Trip activity, routines and other travel behavior which occur during pick-up and drop-off periods will also be observed. During visits, CRA will meet with administrators deeply familiar with the school’s transportation issues to supplement our understanding.

Similar efforts will be undertaken to do mobility assessments at the Empire Polo Club, and in coordination with festival organizers. In Year 1, CRA will canvass the areas surrounding access to the Empire Polo Club, documenting transportation assets and infrastructure. Trip activity and festivalgoers’ routines will be observed. In Year 2, CRA, in coordination with festival organizers, will deploy a transportation plan and maps to test new active transportation access to the festivals.

The information gathered to produce brief mobility assessment reports for each school and the festival site with issues map and recommendations on how to improve their walking and bicycling conditions. These assessments may result in various types of recommendations such as new or improved crossing locations, sidewalk repair, new signage, suggested

routes to school or festival grounds, new bicycle parking, and changes in vehicle pick-up/drop-off routine.



#### TASK 4.4 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*
- *Presentation materials*

#### TASK 4.5: WALK AUDITS

CRA will conduct Walk Audits as part of the mobility assessment. School administrators and other stakeholders at each of the 11 schools, and at the Empire Polo Club grounds that host Coachella and Stagecoach will be invited to participate. Walk Audits serve three functions for the AML NI Program: They are an engagement activity, particularly of students, parents, and educators, they are an educational experience as participants learn how to make systematic observations of roads and AT infrastructure, and they contribute vital data for understanding current AT conditions in the project area.

*Tasks 4.1, 4.4, and 4.5 will be conducted on the same day.*



#### TASK 4.5 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*

#### TASK 4.6: EXISTING CONDITIONS AND NEEDS ANALYSIS MEMO

Based on the data collection, evaluations, and assessments of the physical and built environment of the project area completed in the preceding tasks, including bicycle and pedestrian collision data, multimodal counts, mobility assessments and bike and walk audits, CRA will prepare an Existing Conditions and Needs Analysis Memo (draft and

final). Like the data collection process, this Memo will be prepared in collaboration with CVAG, school officials, city staff, and other stakeholders, and culminate in presentations to various stakeholders and project partners.



#### TASK 4.6 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping and metadata*
- *Presentation materials*

### ▶ TASK 5: ENGINEERING

#### TASK 5.1: SAFE ROUTES TO SCHOOL, SAFE ROUTES FOR SENIORS, SAFE ROUTES TO FESTIVALS MAPS

CRA will develop maps to convey the safe/suggested route recommendations identified in Task 4.4 for the 11 schools and the festival grounds. The purpose of these maps is to help guide people, particularly students, seniors, and visiting festivalgoers, to and from their respective destinations, along direct navigational routes from the destination's surrounding areas, along quality facilities, and which channel travelers to safe and preferred street crossing locations. The maps will be graphically appealing, using intuitive design and symbology, and be public facing. Formats will be optimized for screens and for physical copies.



#### TASK 5.1 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*
- *User maps*
- *Website mapping*
- *Presentation materials*

#### TASK 5.2: PROJECT IMPLEMENTATION STRATEGY RECOMMENDATIONS


Upon completion of all data collection and analysis



CRA will develop a Project Implementation Strategy Recommendations Memorandum (draft and final). The Memorandum will summarize CRA’s analyses of data collected through our outreach, engagement, education and encouragement efforts, as well as our analyses of active transportation conditions and the broader transportation network in the project area. Based on those assessments, CRA will make a prioritized recommendations list for infrastructure as it relates to school/park access and programmatic recommendations. This Project Implementation Strategy Recommendations Memorandum will be prepared in collaboration with CVAG, school officials, city staff, and other stakeholders. Near the conclusion of the project, CRA will develop and lead the presentation of the Memo to CVAG and project stakeholders.

- ▶ Summaries of all data collection results, including safety, multimodal counts, and mobility assessments

This critical Program Evaluation Report allows for continued learning of the AML project team and stakeholders in terms of how the project unfolded, identifying what was effective and what was challenging, how challenges were overcome, and documenting how project outcomes and goals were met.



### TASK 6 DELIVERABLE

- *Program Evaluation Report*



### TASK 5.2 DELIVERABLES

- *Technical memos and reports*
- *GIS mapping with metadata*
- *Presentation materials*

## ▶ TASK 6: PROGRAM EVALUATION

CRA will develop a comprehensive Program Evaluation Report (draft and final) that will supply a complete assessment of the effectiveness of the public engagement activities, before and after construction of the AML. Metrics for evaluation will include:

- ▶ Stakeholders and project team member feedback/evaluation
- ▶ Outreach results
- ▶ Effectiveness of Communications and Promotions Toolkit
- ▶ AML design including arts implementation along the AML
- ▶ Curriculum development at schools and for the community
- ▶ Community challenges results
- ▶ Festival active transportation analyses and results

## ▶ METHODS OF BUDGET AND SCHEDULE CONTROL, AND QUALITY CONTROL

### BUDGET AND SCHEDULE CONTROLS

CRA has a track record of delivering high quality projects on-schedule and within budget. Our outstanding organizational skills and technical capabilities in combination with the strong support from our experienced and highly-qualified staff – including our seamless internal team communication developed over years of working together – will ensure successful project completion.



CRA prepares and tracks detailed project schedules for each task including a customized critical path driven schedule with a detailed list of subtasks, milestones, deliverables, and completion dates. Each task and subtask listed match the work outlined in the Scope of Services.

CRA uses an interactive web-based management system to assist our project and task managers to successfully maintain control of a project budget by providing real-time status reports on performance, variances, forecasts, and expenditures for all project tasks. We apply earned value management as the primary means of monitoring project progress and forecasting performance by integrating the three fundamental components of every task order — scope, schedule, and budget. This allows CRA to evaluate and control project risk by planning and monitoring project performance.

CRA prepares and tracks detailed project schedules through Microsoft Project. The schedule will typically consist of a customized critical path method schedule with a detailed list of subtasks, milestones, deliverables, and completion dates. Each subtask listed would match the work outlined in the Scope of Work.

## QUALITY ASSURANCE/QUALITY CONTROL

CRA takes pride in providing quality services and products. Our firm was founded on a commitment to fostering a workplace culture dedicated to delivering products that are accurate, well-written, based on sound analysis and industry/city specific design standards, and an assurance that final products have been thoroughly reviewed by our assigned quality assurance/quality control manager before submission.

### QA/QC Procedures

#### Kickoff Discussion

Following contract authorization, the project team will begin with a kickoff meeting to establish client expectations, contract requirements, and task scheduling.



#### Work Products Checklist

Checklists for each technical group and project phase are used by QC leads to ensure accuracy and attention to detail. Edits and notes are digitally archived for accessibility.



#### Redlines, Reviews & Notes

QC leads provide feedback by “redlining” products and using review forms. Revisions are rechecked to ensure corrections have been successfully implemented.



#### Quality Close-Out Process

Principal verifies QC process implementation. Check-ins culminate with a final meeting to ensure contractual obligations have been met and expectations have been exceeded.



#### Task & Review Scheduling

Schedules are designed to include internal and external reviews. This allows the project manager and QC reviewers to establish timing and duration for reviews.

#### Cross-Discipline & Compliance Reviews

QC leads perform compliance reviews before submission of deliverables to ensure regulatory compliance and alignment with constructability criteria.

#### Progress Discussions

CRA team meets to review comments and anticipated project challenges to ensure the project can proceed without hindrance.

We have the policies and procedures in place to ensure that our team delivers a quality product every time. We acknowledge that quality and schedule can compete — and, for us, quality always wins. As a result, our project schedules consider time for quality control and document revisions prior to each submittal.

### SPECIAL ISSUES OR PROBLEMS AND HOW THESE WILL BE ADDRESSED

The challenges we identify with the AML NI Program are associated with its ambitious scope and associated numerous elements to manage. It will take a team of experienced active transportation professionals spanning multiple disciplines to successfully manage this project so that it meets its goals and desired outcomes. With our partners AA, we present to CVAG a team assembled and equipped to handle this exciting and ambitious project. We are inspired by the ways in which public and community engagement has already developed and want to contribute our hands to the AML effort. The complexity of this project is the greatest challenge, but with our collective resources and assets, those challenges will not be insurmountable.

### ENHANCEMENTS OR PROCEDURAL OR TECHNICAL INNOVATIONS (OPTIONAL)

CRA professionals express a scientific disposition to our projects, while also bringing artistic sensibilities forward as well. The AML project, occupying the nexus of transportation planning and the arts, supplies the opportunity for CRA to apply our insights and perspectives across a broad range of issues that the AML contains. For this reason, CRA is excited by the current structure of the AML NI Program as presented in the RFP. In the process of preparing our response, CRA developed additional enhancements and innovations that we present for CVAG's consideration. They are:

▶ **AML Promotional materials commissioned from student artists/musicians/videographers**

As the project develops and word of the AML spreads through our various engagement events, the AML can become the inspiration for the creation of artworks. The education program discussed above could include commissioning

artworks about the AML and AT from local student artists/musicians.

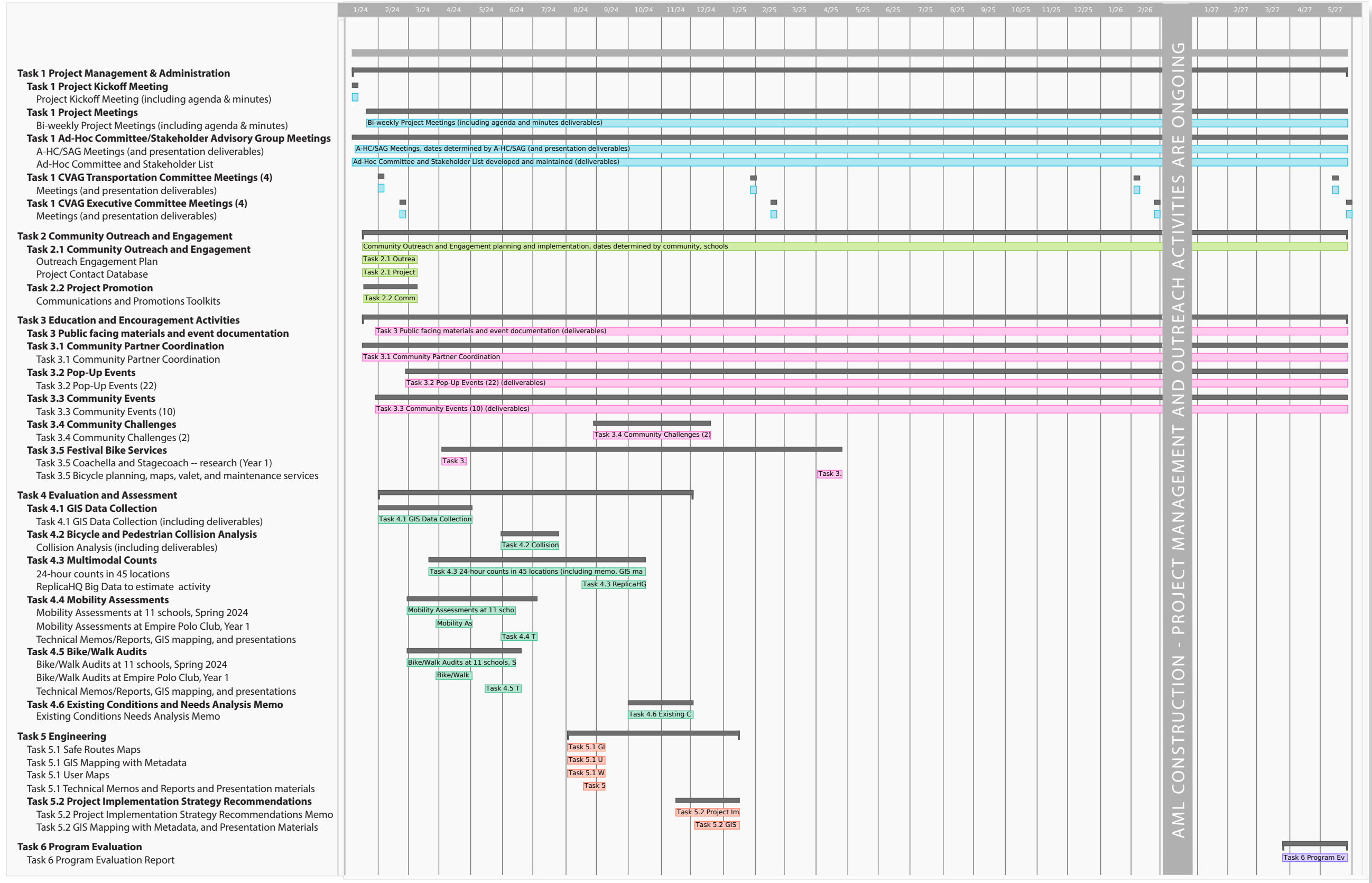
▶ **After-school Bicycle Mechanics course**

We see tremendous value and potential in helping to establish an after-school bike mechanics course as part of the education and encourage element of the public engagement of the AML NI Program. This would also serve as an opportunity for local professional bicycle mechanics to collaborate with schools and educators in developing a bicycle mechanics curriculum.

▶ **Students working at Bike Valet and Bicycle Maintenance at Music Festivals**

As part of the educational element of the AML NI Program, students in the bicycle mechanics course will have the opportunity to apply what they are learning to serve festivalgoers with bicycle needs. The reward for taking this opportunity is free access to the festival.

# Schedule



**Coachella Valley Association of Governments  
Arts & Music Line ATP Non-Infrastructure Program  
The CRA Team Fee Proposal**

No.	Task Description	CRA	AA	Total by Task
<b>Task 1</b>	<b>Project Management and Administration</b>	<b>\$ 85,880</b>	<b>\$ 28,859</b>	<b>\$ 114,739</b>
	Project Kick-Off Meeting	\$ 2,400	\$ 903	\$ 3,303
	Bi-weekly Project Management Meetings (up to 70)	\$ 32,820	\$ 5,729	\$ 38,549
	Ad Hoc Committee Meetings (up to 8)	\$ 9,660	\$ 12,201	\$ 21,861
	Transportation Committee Meetings (up to 2)	\$ 2,840	\$ -	\$ 2,840
	Executive Committee Meetings (up to 2)	\$ 2,840	\$ -	\$ 2,840
	Project Coordination and Invoicing	\$ 35,320	\$ 10,026	\$ 45,346
<b>Task 2</b>	<b>Community Outreach and Engagement</b>	<b>\$ 23,780</b>	<b>\$ 57,359</b>	<b>\$ 81,139</b>
2.1	Outreach and Engagement Plan	\$ 4,120	\$ 7,909	\$ 12,029
2.2	Project Promotion	\$ 19,660	\$ 49,450	\$ 69,110
<b>Task 3</b>	<b>Education and Encouragement Activities</b>	<b>\$ 54,540</b>	<b>\$ 181,428</b>	<b>\$ 235,968</b>
3.1	Community Partner Coordination	\$ -	\$ 11,068	\$ 11,068
3.2	Pop-Up Events (Up to 22)	\$ 10,840	\$ 36,955	\$ 47,795
3.3	Community Events (Up to 10)	\$ 22,000	\$ 88,446	\$ 110,446
3.4	Community Challenges (Up to 2)	\$ 1,720	\$ 20,944	\$ 22,664
3.5	Arts Program and Festival Coordination	\$ 11,040	\$ 11,426	\$ 22,466
3.6	Bike Mechanics Course	\$ 8,940	\$ 12,591	\$ 21,531
<b>Task 4</b>	<b>Evaluation and Assessment</b>	<b>\$ 109,700</b>	<b>\$ -</b>	<b>\$ 109,700</b>
4.1	GIS Data Collection	\$ 26,080	\$ -	\$ 26,080
4.2	Bicycle and Pedestrian Collision Analysis	\$ 15,100	\$ -	\$ 15,100
4.3	Multimodal Counts	\$ 10,630	\$ -	\$ 10,630
4.4	Mobility Assessments	\$ 19,260	\$ -	\$ 19,260
4.5	Bike/Walk Audits	\$ 19,670	\$ -	\$ 19,670
4.6	Existing Conditions and Needs Analysis Memo	\$ 18,960	\$ -	\$ 18,960
<b>Task 5</b>	<b>Engineering</b>	<b>\$ 47,285</b>	<b>\$ -</b>	<b>\$ 47,285</b>
5.1	Safe Routes for Youth/Seniors/Festival Maps	\$ 19,540	\$ -	\$ 19,540
5.2	Project Implementation Strategy Recommendations	\$ 27,745	\$ -	\$ 27,745
<b>Task 6</b>	<b>Program Evaluation</b>	<b>\$ 57,110</b>	<b>\$ -</b>	<b>\$ 57,110</b>
	Draft Program Evaluation Report	\$ 34,240	\$ -	\$ 34,240
	Revised Program Evaluation Report	\$ 16,160	\$ -	\$ 16,160
	Final Program Evaluation Report	\$ 6,710	\$ -	\$ 6,710
	<b>Labor Subtotal</b>	<b>\$ 378,295</b>	<b>\$ 267,646</b>	<b>\$ 645,941</b>
	<b>Direct Cost Subtotal</b>	<b>\$ 21,000</b>	<b>\$ 112,000</b>	<b>\$ 133,000</b>
	<b>CRA Total</b>	<b>\$ 399,295</b>	<b>\$ 379,646</b>	<b>\$ 778,941</b>
	<b>20% Contingency</b>			<b>\$ 155,788</b>
	<b>Grand Total</b>			<b>\$ 934,730</b>

**Coachella Valley Association of Governments  
Arts & Music Line ATP Non-Infrastructure Program  
Fee Proposal - CRA**

No.	Task Description	Principal-in-Charge		Project Manager		Deputy Project Manager		Technical Advisor		Senior Trans. Planner/GIS		Trans. Planner/GIS		Assistant Trans. Planner		Lead Engineer		Senior Traffic Engineer Jonatnan Sanchez		Traffic Engineer		Senior Graphic Design		Senior Project Accountant		CRA Labor Cost	
		Monique Chen		Jenny An		Lars Christiansen		Adam Chase		Sasha Jovanovic		Eric Sindel		Annabel Grealish		Ross Duenas		Cristian Belmudez		Rene Rivas		Claudia Joaquin					
		\$340.00		\$260.00		\$170.00		\$290.00		\$210.00		\$150.00		\$135.00		\$305.00		\$235.00		\$165.00		\$170.00		\$170.00			
		Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
<b>Task 1</b>	<b>Project Management and Administration</b>	25	\$ 8,500	170	\$ 44,200	134	\$ 22,780	-	\$ -	-	\$ -	24	\$ 3,600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	40	\$ 6,800	393	\$ 85,880
	Project Kick-Off Meeting	2	\$ 680	4	\$ 1,040	4	\$ 680	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	10	\$ 2,400
	Bi-weekly Project Management Meetings (up to 70)	8	\$ 2,720	70	\$ 18,200	70	\$ 11,900	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	148	\$ 32,820
	Ad Hoc Committee Meetings (up to 8)	3	\$ 1,020	24	\$ 6,240	-	\$ -	-	\$ -	-	\$ -	16	\$ 2,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	43	\$ 9,660
	Transportation Committee Meetings (up to 2)	2	\$ 680	6	\$ 1,560	-	\$ -	-	\$ -	-	\$ -	4	\$ 600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 2,840
	Executive Committee Meetings (up to 2)	2	\$ 680	6	\$ 1,560	-	\$ -	-	\$ -	-	\$ -	4	\$ 600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 2,840
	Project Coordination and Invoicing	8	\$ 2,720	60	\$ 15,600	60	\$ 10,200	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	40	\$ 6,800	168	\$ 35,320
<b>Task 2</b>	<b>Community Outreach and Engagement</b>	6	\$ 2,040	24	\$ 6,240	26	\$ 4,420	-	\$ -	-	\$ -	-	\$ -	30	\$ 4,050	-	\$ -	-	\$ -	22	\$ 3,630	20	\$ 3,400	-	\$ -	128	\$ 23,780
2.1	Outreach and Engagement Plan	2	\$ 680	8	\$ 2,080	8	\$ 1,360	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	18	\$ 4,120
2.2	Project Promotion	4	\$ 1,360	16	\$ 4,160	18	\$ 3,060	-	\$ -	-	\$ -	-	\$ -	30	\$ 4,050	-	\$ -	-	\$ -	22	\$ 3,630	20	\$ 3,400	-	\$ -	110	\$ 19,660
<b>Task 3</b>	<b>Education and Encouragement Activities</b>	-	\$ -	33	\$ 8,580	96	\$ 16,320	-	\$ -	-	\$ -	79	\$ 11,850	62	\$ 8,370	-	\$ -	-	\$ -	20	\$ 3,300	36	\$ 6,120	-	\$ -	326	\$ 54,540
3.1	Community Partner Coordination	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
3.2	Pop-Up Events (Up to 22)	-	\$ -	8	\$ 2,080	12	\$ 2,040	-	\$ -	-	\$ -	24	\$ 3,600	8	\$ 1,080	-	\$ -	-	\$ -	-	\$ -	12	\$ 2,040	-	\$ -	64	\$ 10,840
3.3	Community Events (Up to 10)	-	\$ -	16	\$ 4,160	40	\$ 6,800	-	\$ -	-	\$ -	32	\$ 4,800	16	\$ 2,160	-	\$ -	-	\$ -	-	\$ -	24	\$ 4,080	-	\$ -	128	\$ 22,000
3.4	Community Challenges (Up to 2)	-	\$ -	4	\$ 1,040	4	\$ 680	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 1,720
3.5	Arts Program at Schools	-	\$ -	3	\$ 780	24	\$ 4,080	-	\$ -	-	\$ -	3	\$ 450	18	\$ 2,430	-	\$ -	-	\$ -	20	\$ 3,300	-	\$ -	-	\$ -	68	\$ 11,040
3.6	Bike Mechanics Course	-	\$ -	2	\$ 520	16	\$ 2,720	-	\$ -	-	\$ -	20	\$ 3,000	20	\$ 2,700	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	58	\$ 8,940
<b>Task 4</b>	<b>Evaluation and Assessment</b>	10	\$ 3,400	34	\$ 8,840	1	\$ 170	4	\$ 1,160	70	\$ 14,700	200	\$ 30,000	148	\$ 19,980	14	\$ 4,270	30	\$ 7,050	122	\$ 20,130	-	\$ -	-	\$ -	633	\$ 109,700
4.1	GIS Data Collection	1	\$ 340	4	\$ 1,040	-	\$ -	2	\$ 580	20	\$ 4,200	55	\$ 8,250	46	\$ 6,210	4	\$ 1,220	4	\$ 940	20	\$ 3,300	-	\$ -	-	\$ -	156	\$ 26,080
4.2	Bicycle and Pedestrian Collision Analysis	2	\$ 680	2	\$ 520	-	\$ -	-	\$ -	16	\$ 3,360	64	\$ 9,600	-	\$ -	-	\$ -	4	\$ 940	-	\$ -	-	\$ -	-	\$ -	88	\$ 15,100
4.3	Multimodal Counts	-	\$ -	2	\$ 520	-	\$ -	-	\$ -	2	\$ 420	4	\$ 600	8	\$ 1,080	-	\$ -	6	\$ 1,410	40	\$ 6,600	-	\$ -	-	\$ -	62	\$ 10,630
4.4	Mobility Assessments	2	\$ 680	6	\$ 1,560	-	\$ -	-	\$ -	20	\$ 4,200	40	\$ 6,000	24	\$ 3,240	-	\$ -	4	\$ 940	16	\$ 2,640	-	\$ -	-	\$ -	112	\$ 19,260
4.5	Bike/Walk Audits	1	\$ 340	8	\$ 2,080	1	\$ 170	-	\$ -	4	\$ 840	21	\$ 3,150	30	\$ 4,050	4	\$ 1,220	8	\$ 1,880	36	\$ 5,940	-	\$ -	-	\$ -	113	\$ 19,670
4.6	Existing Conditions and Needs Analysis Memo	4	\$ 1,360	12	\$ 3,120	-	\$ -	2	\$ 580	8	\$ 1,680	16	\$ 2,400	40	\$ 5,400	6	\$ 1,830	4	\$ 940	10	\$ 1,650	-	\$ -	-	\$ -	102	\$ 18,960
<b>Task 5</b>	<b>Engineering</b>	4	\$ 1,360	20	\$ 5,200	6	\$ 1,020	8	\$ 2,320	40	\$ 8,400	88	\$ 13,200	-	\$ -	8	\$ 2,440	28	\$ 6,580	41	\$ 6,765	-	\$ -	-	\$ -	243	\$ 47,285
5.1	Safe Routes for Youth/Seniors/Festival Maps	2	\$ 680	8	\$ 2,080	2	\$ 340	-	\$ -	24	\$ 5,040	60	\$ 9,000	-	\$ -	2	\$ 610	2	\$ 470	8	\$ 1,320	-	\$ -	-	\$ -	108	\$ 19,540
5.2	Project Implementation Strategy Recommendations	2	\$ 680	12	\$ 3,120	4	\$ 680	8	\$ 2,320	16	\$ 3,360	28	\$ 4,200	-	\$ -	6	\$ 1,830	26	\$ 6,110	33	\$ 5,445	-	\$ -	-	\$ -	135	\$ 27,745
<b>Task 6</b>	<b>Program Evaluation</b>	10	\$ 3,400	48	\$ 12,480	82	\$ 13,940	4	\$ 1,160	18	\$ 3,780	54	\$ 8,100	92	\$ 12,420	6	\$ 1,830	-	\$ -	-	\$ -	-	\$ -	-	\$ -	314	\$ 57,110
	Draft Program Evaluation Report	6	\$ 2,040	24	\$ 6,240	48	\$ 8,160	4	\$ 1,160	12	\$ 2,520	32	\$ 4,800	60	\$ 8,100	4	\$ 1,220	-	\$ -	-	\$ -	-	\$ -	-	\$ -	190	\$ 34,240
	Revised Program Evaluation Report	3	\$ 1,020	16	\$ 4,160	24	\$ 4,080	-	\$ -	6	\$ 1,260	16	\$ 2,400	24	\$ 3,240	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	89	\$ 16,160
	Final Program Evaluation Report	1	\$ 340	8	\$ 2,080	10	\$ 1,700	-	\$ -	-	\$ -	6	\$ 900	8	\$ 1,080	2	\$ 610	-	\$ -	-	\$ -	-	\$ -	-	\$ -	35	\$ 6,710
<b>Labor Subtotal</b>		<b>55</b>	<b>\$ 18,700</b>	<b>329</b>	<b>\$ 85,540</b>	<b>345</b>	<b>\$ 58,650</b>	<b>16</b>	<b>\$ 4,640</b>	<b>128</b>	<b>\$ 26,880</b>	<b>445</b>	<b>\$ 66,750</b>	<b>332</b>	<b>\$ 44,820</b>	<b>28</b>	<b>\$ 8,540</b>	<b>58</b>	<b>\$ 13,630</b>	<b>205</b>	<b>\$ 33,825</b>	<b>56</b>	<b>\$ 9,520</b>	<b>40</b>	<b>\$ 6,800</b>	<b>2037</b>	<b>\$ 378,295</b>

Coachella Valley Association of Governments  
 Arts & Music Line ATP Non-Infrastructure Program  
 Fee Proposal - AA

No.	Task Description			Project Manager		Deputy Project Manager		Senior Project Coordinator		Creative Lead		Project Coordinator / Tech Coordinator		AA Labor Cost	
		\$0.00		\$179.03		\$136.28		\$106.88		\$146.97		\$90.85			
		Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
<b>Task 1</b>	<b>Project Management and Administration</b>	-	\$ -	130	\$ 23,274	30	\$ 4,088	14	\$ 1,496	-	\$ -	-	\$ -	174	\$ 28,859
	Project Kick-Off Meeting	-	\$ -	2	\$ 358	4	\$ 545	-	\$ -	-	\$ -	-	\$ -	6	\$ 903
	Bi-weekly Project Management Meetings (up to 70)	-	\$ -	32	\$ 5,729	-	\$ -	-	\$ -	-	\$ -	-	\$ -	32	\$ 5,729
	Ad Hoc Committee Meetings (up to 8)	-	\$ -	40	\$ 7,161	26	\$ 3,543	14	\$ 1,496	-	\$ -	-	\$ -	80	\$ 12,201
	Transportation Committee Meetings (up to 2)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Executive Committee Meetings (up to 2)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Project Coordination and Invoicing	-	\$ -	56	\$ 10,026	-	\$ -	-	\$ -	-	\$ -	-	\$ -	56	\$ 10,026
<b>Task 2</b>	<b>Community Outreach and Engagement</b>	-	\$ -	44	\$ 7,877	50	\$ 6,814	71	\$ 7,588	120	\$ 17,636	192	\$ 17,443	477	\$ 57,359
2.1	Outreach and Engagement Plan	-	\$ -	12	\$ 2,148	16	\$ 2,180	8	\$ 855	-	\$ -	30	\$ 2,726	66	\$ 7,909
2.2	Project Promotion	-	\$ -	32	\$ 5,729	34	\$ 4,634	63	\$ 6,733	120	\$ 17,636	162	\$ 14,718	411	\$ 49,450
<b>Task 3</b>	<b>Education and Encouragement Activities</b>	-	\$ -	204	\$ 36,522	258	\$ 35,160	398	\$ 42,538	32	\$ 4,703	688	\$ 62,505	1,580	\$ 181,428
3.1	Community Partner Coordination	-	\$ -	14	\$ 2,506	4	\$ 545	24	\$ 2,565	-	\$ -	60	\$ 5,451	102	\$ 11,068
3.2	Pop-Up Events (Up to 22)	-	\$ -	30	\$ 5,371	40	\$ 5,451	100	\$ 10,688	-	\$ -	170	\$ 15,445	340	\$ 36,955
3.3	Community Events (Up to 10)	-	\$ -	110	\$ 19,693	150	\$ 20,442	180	\$ 19,238	-	\$ -	320	\$ 29,072	760	\$ 88,446
3.4	Community Challenges (Up to 2)	-	\$ -	18	\$ 3,223	32	\$ 4,361	40	\$ 4,275	-	\$ -	100	\$ 9,085	190	\$ 20,944
3.5	Festival Bike Services	-	\$ -	16	\$ 2,864	24	\$ 3,271	24	\$ 2,565	-	\$ -	30	\$ 2,726	94	\$ 11,426
3.6	Bike Mechanics Course	-	\$ -	16	\$ 2,864	8	\$ 1,090	30	\$ 3,206	32	\$ 4,703	8	\$ 727	94	\$ 12,591
<b>Task 4</b>	<b>Evaluation and Assessment</b>	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.1	GIS Data Collection	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.2	Bicycle and Pedestrian Collision Analysis	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.3	Multimodal Counts	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.4	Mobility Assessments	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.5	Bike/Walk Audits	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
4.6	Existing Conditions and Needs Analysis Memo	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Task 5</b>	<b>Engineering</b>	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
5.1	Safe Routes for Youth/Seniors/Festival Maps	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
5.2	Project Implementation Strategy Recommendations	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Task 6</b>	<b>Program Evaluation</b>	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Draft Program Evaluation Report	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Revised Program Evaluation Report	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Final Program Evaluation Report	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
<b>Labor Subtotal</b>		<b>0</b>	<b>\$ -</b>	<b>378</b>	<b>\$ 67,673</b>	<b>338</b>	<b>\$ 46,063</b>	<b>483</b>	<b>\$ 51,623</b>	<b>152</b>	<b>\$ 22,339</b>	<b>880</b>	<b>\$ 79,948</b>	<b>2231</b>	<b>\$ 267,646</b>
<b>Direct Cost Expenses</b>															
Printing															
Outreach Supplies (Merchandise, giveaways, promotional items, refreshments, branded materials)															
CBO Partnerships															
Travel															
Written Spanish translations															
Bike Repair & Co-Op Repair Shop Course (includes CBO compensation, venue fees, transportation for field trip to LA, video production for virtual course)															
<b>Direct Cost Subtotal</b>															
<b>AA Total</b>															





**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Authorize City Manager to approve park shade award proposals with USA Shade and appropriate funds to allow for award totaling \$158,757.40 from unallocated general funds to the parks division.

**STAFF RECOMMENDATION:**

Authorize City Manager to approve park shade award proposals with USA Shade and appropriate funds to allow for award totaling \$158,757.40 from unallocated general funds to the parks division.

**EXECUTIVE SUMMARY:**

As a result of the summer storms many of shade fabrics in various parks were damaged; two (2) at Shady Lane Park, five (5) at Bagdouma Park, three (3) at Dateland Park. the city roadway shoulders experienced erosion. Staff has solicited pricing for replacement of these fabric panels damaged by the storms and the total cost to replace all ten (10) structures damaged is \$158,757.40. As per the City's Purchasing Procedures and Regulations all purchases in excess of \$25,000 require City Council approval and completion of a formal bid process. A cooperative purchasing agency (Sourcewell) has completed a formal bid process and awarded the bid to USA Shade the shade replacement services required at these locations. Staff is recommending authorizing the City Manager to sign and award the attached proposals to allow for the procurement and installation of these fabric shade panels.

**FISCAL IMPACT:**

Staff is requesting an allocation of \$158,757.40 from unallocated general funds to the park division, for the fabric replacement panels. These funds will be eligible for reimbursement through the FEMA Public Assistance Grant Program (process is ongoing).

Attachments:

Proposals



# USASHADE®

Item 17.

## SOURCEWELL PROPOSAL

				<b>Today's Date:</b> 10/5/2023	
<b>Project Information:</b>			<b>Sales Information:</b>		
<b>Purchaser:</b>	City of Coachella	<b>Contact:</b>	Lara, Janeth	<b>Sales Rep:</b>	Donde, Ashley
<b>Project Name:</b>	Bagdouma Sports Fields Fabric Replacements	<b>Phone:</b>	(442) 400-1382	<b>Phone:</b>	760-250-7824
<b>Quote No:</b>	CA1023AD08934	<b>Email:</b>	jlara@coachella.org	<b>Email:</b>	ashley.donde@usa-shade.com
<b>Billing Address Information:</b>		<b>Shipping Address Information:</b>		<b>Jobsite Information:</b>	
<b>Name:</b>	City of Coachella	<b>Name:</b>	USA SHADE SoCal Warehouse	<b>Name:</b>	Bagdouma Park
<b>Address:</b>	1515 Sixth St.	<b>Address:</b>		<b>Address:</b>	51-251 Douma Street
<b>City:</b>	Coachella	<b>City:</b>		<b>City:</b>	Coachella
<b>State:</b>	CA	<b>State:</b>		<b>State:</b>	CA
<b>Zip Code:</b>	92236	<b>Zip Code:</b>		<b>Zip Code:</b>	92236
<b>Contact:</b>	Janeth Lara	<b>Contact:</b>		<b>Contact:</b>	Janeth Lara
<b>Email:</b>	jlara@coachella.org	<b>Email:</b>		<b>Email:</b>	jlara@coachella.org
<b>Phone:</b>	(442) 400-1382	<b>Phone:</b>		<b>Phone:</b>	4424001382

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

### NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A  
Napa, CA 94558

### ARIZONA:

2415 S. 18th Place  
Phoenix, AZ 85024

### LAS VEGAS:

3111 So. Valley View Blvd. Suite B-117  
Las Vegas, NV 89102

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**USASHADE®**

Item 17.

PRODUCTS						
QTY	ITEM	DETAILS			UNIT PRICE	TOTAL
3	20ft x 36ft Bleacher Shade Fabric Replacements (includes new cables and cable hardware)	Fabric Type	Fabric Color	Electrical Provisions		
		Colourshade_FR	Green			
		Steel Finish	Steel Color	Cable/HDW Finish		
				Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
1	12ft x 27ft Bleacher Shade Fabric Replacement (Includes new cables and cable hardware)	Fabric Type	Fabric Color	Electrical Provisions		
		Colourshade_FR	Green			
		Steel Finish	Steel Color	Cable/HDW Finish		
				Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
4	10ft x 20ft Hip Fabric Replacements (Includes new cables and cable hardware)	Fabric Type	Fabric Color	Electrical Provisions		
		Colourshade_FR	Green			
		Steel Finish	Steel Color	Cable/HDW Finish		
				Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
<b>UNIT TOTAL:</b>						(see next page)

CMAS PRICING					
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
3284		COLOURSHADE FABRIC REPLACEMENT	\$6.42	PER SFT	\$21,083.28
240		FABRIC REINFORCEMENTS (RIDGE & RAFTER)	\$8.56	PER LFT	\$2,054.40
476		GALVANIZED AIRCRAFT CABLE UP TO 1/2"	\$4.28	PER LFT	\$2,037.28
		Shipping and Handling	\$838.36		\$838.36
			<b>Taxable Subtotal</b>		<b>\$26,013.32</b>
		Sales Tax	8.75%		\$2,276.17
48		Laborer, Journeyman	\$109.36	PER HR	\$5,249.28
0		Ironworker, Journeyman	\$135.71	PER HR	\$0.00
32		Site Assessment	\$109.36	PER HOUR	\$3,499.52
0		Project Management	\$171.28	PER HR	\$0.00
2		Scissor Lift	\$770.78	PER WEEK	\$1,541.56
0		Reach Fork up to 8k	\$2,141.06	PER WEEK	\$0.00
0		Engineering	\$269.77	PER HR	\$0.00
1	NSP (Non Specifically Priced)	Overnight / Per Diem			\$750.00
				<b>TOTAL</b>	<b>\$39,329.85</b>

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS	NOTES
Building Code	<b>Pricing based on Sourcewell Contract # 010521-LTS</b>
Wind Load	
Snow Load	
Drawing Size	
No. of Sealed Drawings	
Calculations Required	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water and Electrical
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees

**Crane:** should a crane be required and direct access not available, additional costs will incur by way of a Change Order

**Revised Foundations:** pricing based on standard drilled pier foundations; if existing site conditions and/or constraints require revised foundations (i.e. spread footing), additional costs will incur by way of a Change Order

**Undergrounds:** existing underground utilities, irrigation, etc. to be relocated/capped by others – USA Shade will provide Dig Alert only



### **Construction Assumptions**

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.



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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the “Company”), the purchaser identified above (“you” or the “Purchaser”) agrees to purchase Shade Structures brand shade structures (“Structures”) and the services to be provided by the Company, as detailed in the “Structure Pricing” and “General Scope of Work” sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the “Owner”).
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser’s contract with Owner:

“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited



to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work





from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the “General Scope of the Change Order”. Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys’ fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer’s warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
  - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
  - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
  - Individual fabric tops measuring greater than 40’ in length are covered by a non-prorated five year warranty;
  - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
  
- Sewing thread is warranted for ten years.



- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed “Customer Checklist and Sign-off” form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair, and/or service inconsistent with the Company’s written care and maintenance instructions, provided with the order.



- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
  
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
  
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.  
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc  
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.  
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if



utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.

- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which



are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

**SELLER:**

**Shade Structures, Inc. DBA USA Shade**

---

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: All purchase orders and contracts should be drafted in the name of

**Shade Structures, Inc.**



**USASHADE®**

Item 17.

**SOURCEWELL PROPOSAL**

				<b>Today's Date:</b> 10/4/2023	
<b>Project Information:</b>			<b>Sales Information:</b>		
<b>Purchaser:</b>	City of Coachella	<b>Contact:</b>	Lara, Janeth	<b>Sales Rep:</b>	Donde, Ashley
<b>Project Name:</b>	Bagdouma Expansion Park Storm Damage Fabric Replacements	<b>Phone:</b>	(442) 400-1382	<b>Phone:</b>	760-250-7824
<b>Quote No:</b>	CA1023AD08927	<b>Email:</b>	jlara@coachella.org	<b>Email:</b>	ashley.donde@usa-shade.com
<b>Billing Address Information:</b>		<b>Shipping Address Information:</b>		<b>Jobsite Information:</b>	
<b>Name:</b>	City of Coachella	<b>Name:</b>	USA SHADE SoCal Warehouse	<b>Name:</b>	Bagdouma Expansion Park
<b>Address:</b>	1515 Sixth St.	<b>Address:</b>		<b>Address:</b>	Avenue 52 and Douma Street
<b>City:</b>	Coachella	<b>City:</b>		<b>City:</b>	City of Coachella
<b>State:</b>	CA	<b>State:</b>		<b>State:</b>	CA
<b>Zip Code:</b>	92236	<b>Zip Code:</b>		<b>Zip Code:</b>	92236
<b>Contact:</b>	Janeth Lara	<b>Contact:</b>		<b>Contact:</b>	Janeth Lara
<b>Email:</b>	jlara@coachella.org	<b>Email:</b>		<b>Email:</b>	jlara@coachella.org
<b>Phone:</b>	(442) 400-1382	<b>Phone:</b>		<b>Phone:</b>	(442) 400-1382

**CORPORATE ADDRESS:**

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

**MAILING ADDRESS:**

P.O. Box 3467 Coppel, TX 75019

**REMITTANCE ADDRESS:**

P.O. Box 734158 Dallas, TX 75373-4158

**SOUTHERN CALIFORNIA:**

1085 N. Main Street, Suite C  
Orange, CA 92867

**NORTHERN CALIFORNIA:**

927 Enterprise Way, Suite A  
Napa, CA 94558

**ARIZONA:**

2415 S. 18th Place  
Phoenix, AZ 85024

**LAS VEGAS:**

3111 So. Valley View Blvd. Suite B-117  
Las Vegas, NV 89102

**NOTE:** This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 787 NM: 383826 TN: 68712 DIR: 1000003533



**USASHADE®**

Item 17.

PRODUCTS						
QTY	ITEM	DETAILS			UNIT PRICE	TOTAL
1	50ft x 50ft MPMLSS Replacement Fabrics (includes new cables and cable hardware)	Fabric Type	Fabric Color	Electrical Provisions		
		Colourshade_FR	Terracotta(T)/DSand(B)			
		Steel Finish	Steel Color	Cable/HDW Finish		
				Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
<b>UNIT TOTAL:</b>						



CMAS PRICING					
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
5000		COLOURSHADE FABRIC REPLACEMENT	\$6.42	PER SFT	\$32,100.00
0		FABRIC REINFORCEMENTS (RIDGE & RAFTER)	\$8.56	PER LFT	\$0.00
400		GALVANIZED AIRCRAFT CABLE UP TO 1/2"	\$4.28	PER LFT	\$1,712.00
		Shipping and Handling	\$438.02		\$670.63
		<b>Taxable Subtotal</b>			<b>\$34,482.63</b>
		Sales Tax	8.75%		\$3,017.23
32		Laborer, Journeyman	\$109.36	PER HR	\$3,499.52
0		Ironworker, Journeyman	\$135.71	PER HR	\$0.00
8		Site Assessment	\$109.36	PER HOUR	\$874.88
0		Project Management	\$171.28	PER HR	\$0.00
2		Scissor Lift	\$770.78	PER WEEK	\$1,541.56
0		Reach Fork up to 8k	\$2,141.06	PER WEEK	\$0.00
0		Engineering	\$269.77	PER HR	\$0.00
0	NSP (Non Specifically Priced)	Overnight / Per Diem			\$0.00
		<b>TOTAL</b>			<b>\$43,415.82</b>

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS	NOTES
Building Code	<b>Pricing based on Sourcewell Contract # 010521-LTS</b>
Wind Load	
Snow Load	
Drawing Size	
No. of Sealed Drawings	
Calculations Required	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water and Electrical
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees

**Crane:** should a crane be required and direct access not available, additional costs will incur by way of a Change Order

**Revised Foundations:** pricing based on standard drilled pier foundations; if existing site conditions and/or constraints require revised foundations (i.e. spread footing), additional costs will incur by way of a Change Order

**Undergrounds:** existing underground utilities, irrigation, etc. to be relocated/capped by others – USA Shade will provide Dig Alert only



### **Construction Assumptions**

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
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- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
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- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.



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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the “Company”), the purchaser identified above (“you” or the “Purchaser”) agrees to purchase Shade Structures brand shade structures (“Structures”) and the services to be provided by the Company, as detailed in the “Structure Pricing” and “General Scope of Work” sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the “Owner”).
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser’s contract with Owner:

“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited



to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work



from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
  - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
  - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
  - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
  - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.



- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed “Customer Checklist and Sign-off” form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair, and/or service inconsistent with the Company’s written care and maintenance instructions, provided with the order.





- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.  
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc  
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.  
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if





utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.

- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which



are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

**SELLER:**

**Shade Structures, Inc. DBA USA Shade**

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: All purchase orders and contracts should be drafted in the name of

**Shade Structures, Inc.**



**USASHADE®**

Item 17.

**SOURCEWELL PROPOSAL**

				<b>Today's Date:</b> 10/4/2023	
<b>Project Information:</b>			<b>Sales Information:</b>		
<b>Purchaser:</b>	City of Coachella	<b>Contact:</b>	Lara, Janeth	<b>Sales Rep:</b>	Donde, Ashley
<b>Project Name:</b>	Dateland Park Storm Damage Fabric Replacements	<b>Phone:</b>	(442) 400-1382	<b>Phone:</b>	760-250-7824
<b>Quote No:</b>	CA1023AD08924	<b>Email:</b>	jlara@coachella.org	<b>Email:</b>	ashley.donde@usa-shade.com
<b>Billing Address Information:</b>		<b>Shipping Address Information:</b>		<b>Jobsite Information:</b>	
<b>Name:</b>	City of Coachella	<b>Name:</b>	USA SHADE SoCal Warehouse	<b>Name:</b>	Dateland Park
<b>Address:</b>	1515 Sixth St.	<b>Address:</b>		<b>Address:</b>	51805 Shady Lane
<b>City:</b>	Coachella	<b>City:</b>		<b>City:</b>	Coachella
<b>State:</b>	CA	<b>State:</b>		<b>State:</b>	CA
<b>Zip Code:</b>	92236	<b>Zip Code:</b>		<b>Zip Code:</b>	92236
<b>Contact:</b>	Janeth Lara	<b>Contact:</b>		<b>Contact:</b>	Janeth Lara
<b>Email:</b>	jlara@coachella.org	<b>Email:</b>		<b>Email:</b>	jlara@coachella.org
<b>Phone:</b>	(442) 400-1382	<b>Phone:</b>		<b>Phone:</b>	(442) 400-1382

**CORPORATE ADDRESS:**

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

**MAILING ADDRESS:**

P.O. Box 3467 Coppel, TX 75019

**REMITTANCE ADDRESS:**

P.O. Box 734158 Dallas, TX 75373-4158

**SOUTHERN CALIFORNIA:**

1085 N. Main Street, Suite C  
Orange, CA 92867

**NORTHERN CALIFORNIA:**

927 Enterprise Way, Suite A  
Napa, CA 94558

**ARIZONA:**

2415 S. 18th Place  
Phoenix, AZ 85024

**LAS VEGAS:**

3111 So. Valley View Blvd. Suite B-117  
Las Vegas, NV 89102

**NOTE:** This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 787 NM: 383826 TN: 68712 DIR: 1000003533



PRODUCTS						
QTY	ITEM	DETAILS			UNIT PRICE	TOTAL
1	45ft x 60ft MLMPSS Replacement 1 Panel (Include cables and cable hardware)	Fabric Type	Fabric Color	Electrical Provisions		
		Colourshade_FR	Desert Sand (T&B)			
		Steel Finish	Steel Color	Cable/HDW Finish		
				Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
1	45ft x 60ft MPMLSS Fabric Panels (Includes new cables and cable hardware)	Fabric Type	Fabric Color	Electrical Provisions		
		Colourshade_FR	Desert Sand (T&B)			
		Steel Finish	Steel Color	Cable/HDW Finish		
				Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
1	30ft Hexagon (Includes new cables and cable hardware)	Fabric Type	Fabric Color	Electrical Provisions		
		Colourshade_FR	Desert Sand (T&B)			
		Steel Finish	Steel Color	Cable/HDW Finish		
				Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
<b>UNIT TOTAL:</b>						

CMAS PRICING					
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
7500		COLOURSHADE FABRIC REPLACEMENT	\$6.42	PER SFT	\$48,150.00
90		FABRIC REINFORCEMENTS (RIDGE & RAFTER)	\$8.56	PER LFT	\$556.40
8100		GALVANIZED AIRCRAFT CABLE UP TO 1/2"	\$4.28	PER LFT	\$556.40
		Shipping and Handling	\$438.02		\$438.02
		<b>Taxable Subtotal</b>			<b>\$49,700.82</b>
		Sales Tax	8.75%		\$4,348.82
64		Laborer, Journeyman	\$109.36	PER HR	\$6,999.04
0		Ironworker, Journeyman	\$135.71	PER HR	\$0.00
8		Site Assessment	\$109.36	PER HOUR	\$874.88
0		Project Management	\$171.28	PER HR	\$0.00
2		Scissor Lift	\$770.78	PER WEEK	\$1,541.56
0		Reach Fork up to 8k	\$2,141.06	PER WEEK	\$0.00
0		Engineering	\$269.77	PER HR	\$0.00
0	NSP (Non Specifically Priced)	Overnight / Per Diem			\$0.00
		<b>TOTAL</b>			<b>\$63,465.12</b>

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS	NOTES
Building Code	<b>Pricing based on Sourcewell Contract # 010521-LTS</b>
Wind Load	
Snow Load	
Drawing Size	
No. of Sealed Drawings	
Calculations Required	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water and Electrical
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees

**Crane:** should a crane be required and direct access not available, additional costs will incur by way of a Change Order

**Revised Foundations:** pricing based on standard drilled pier foundations; if existing site conditions and/or constraints require revised foundations (i.e. spread footing), additional costs will incur by way of a Change Order

**Undergrounds:** existing underground utilities, irrigation, etc. to be relocated/capped by others – USA Shade will provide Dig Alert only



### **Construction Assumptions**

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.



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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the “Company”), the purchaser identified above (“you” or the “Purchaser”) agrees to purchase Shade Structures brand shade structures (“Structures”) and the services to be provided by the Company, as detailed in the “Structure Pricing” and “General Scope of Work” sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the “Owner”).
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser’s contract with Owner:

“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited





to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work



from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
  - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
  - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
  - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
  - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.



- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed “Customer Checklist and Sign-off” form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair, and/or service inconsistent with the Company’s written care and maintenance instructions, provided with the order.



- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.  
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc  
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.  
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if



utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.

- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which



are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

**SELLER:**

**Shade Structures, Inc. DBA USA Shade**

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Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: All purchase orders and contracts should be drafted in the name of

**Shade Structures, Inc.**





## SOURCEWELL PROPOSAL

				<b>Today's Date:</b> 10/5/2023	
<b>Project Information:</b>			<b>Sales Information:</b>		
<b>Purchaser:</b>	City of Coachella	<b>Contact:</b>	Lara, Janeth	<b>Sales Rep:</b>	Donde, Ashley
<b>Project Name:</b>	Shady Lane Park Storm Dam	<b>Phone:</b>	(442) 400-1382	<b>Phone:</b>	760-250-7824
<b>Quote No:</b>	CA1023AD08937-R0	<b>Email:</b>	jlara@coachella.org	<b>Email:</b>	ashley.donde@usa-shade.com
<b>Billing Address Information:</b>		<b>Shipping Address Information:</b>		<b>Jobsite Information:</b>	
<b>Name:</b>	City of Coachella	<b>Name:</b>	USA SHADE SoCal Warehouse	<b>Name:</b>	Shady Lane Park
<b>Address:</b>	1515 Sixth St.	<b>Address:</b>		<b>Address:</b>	Corner Shady Lane and Avenue 52
<b>City:</b>	Coachella	<b>City:</b>		<b>City:</b>	Coachella
<b>State:</b>	CA	<b>State:</b>		<b>State:</b>	CA
<b>Zip Code:</b>	92236	<b>Zip Code:</b>		<b>Zip Code:</b>	92236
<b>Contact:</b>	Janeth Lara	<b>Contact:</b>		<b>Contact:</b>	Janeth Lara
<b>Email:</b>	jlara@coachella.org	<b>Email:</b>		<b>Email:</b>	jlara@coachella.org
<b>Phone:</b>	4424001382	<b>Phone:</b>		<b>Phone:</b>	4424001382

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467 Coppel, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158 Dallas, TX 75373-4158

### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

### NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A  
Napa, CA 94558

### ARIZONA:

2415 S. 18th Place  
Phoenix, AZ 85024

### LAS VEGAS:

3111 So. Valley View Blvd. Suite B-117  
Las Vegas, NV 89102

**NOTE:** This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.





**USASHADE®**

Item 17.

PRODUCTS						
QTY	ITEM	DETAILS			UNIT PRICE	TOTAL
2	15ft x 25ft Slanted Shade Fabric Replacements (Includes new cables and cable hardware)	Fabric Type	Fabric Color	Electrical Provisions		
		Commercial_95FR				
		Steel Finish	Steel Color	Cable/HDW Finish		
				Galvanized		
		Footing Type	Mounting Type	Anchor Bolts		
<b>UNIT TOTAL:</b>					<b>(see next page)</b>	

CMAS PRICING					
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
750		COLOURSHADE FABRIC REPLACEMENT	\$6.42	PER SFT	\$4,815.00
90		FABRIC REINFORCEMENTS (RIDGE & RAFTER)	\$8.56	PER LFT	\$770.40
176		GALVANIZED AIRCRAFT CABLE UP TO 1/2"	\$4.28	PER LFT	\$753.28
		Shipping and Handling	\$486.34		\$486.34
		<b>Taxable Subtotal</b>			<b>\$6,825.02</b>
		Sales Tax	8.75%		\$597.19
32		Laborer, Journeyman	\$109.36	PER HR	\$3,499.52
0		Ironworker, Journeyman	\$135.71	PER HR	\$0.00
8		Site Assessment	\$109.36	PER HOUR	\$874.88
0		Project Management	\$171.28	PER HR	\$0.00
0		Scissor Lift	\$770.78	PER WEEK	\$0.00
0		Reach Fork up to 8k	\$2,141.06	PER WEEK	\$0.00
0		Engineering	\$269.77	PER HR	\$0.00
1	NSP (Non Specifically Priced)	Overnight / Per Diem			\$750.00
				<b>TOTAL</b>	<b>\$12,546.61</b>

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS	NOTES
Building Code	<b>Pricing based on Sourcewell Contract # 010521-LTS</b>
Wind Load	
Snow Load	
Drawing Size	
No. of Sealed Drawings	
Calculations Required	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water and Electrical
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees

**Crane:** should a crane be required and direct access not available, additional costs will incur by way of a Change Order

**Revised Foundations:** pricing based on standard drilled pier foundations; if existing site conditions and/or constraints require revised foundations (i.e. spread footing), additional costs will incur by way of a Change Order

**Undergrounds:** existing underground utilities, irrigation, etc. to be relocated/capped by others – USA Shade will provide Dig Alert only



### **Construction Assumptions**

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.



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## GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
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“The manufacturer’s warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty.”
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.
- 7) **Payment:** Terms of payment are defined in the “Pricing Details” section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited



to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work



from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
  - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
  - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
  - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
  - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.



- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed “Customer Checklist and Sign-off” form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair, and/or service inconsistent with the Company’s written care and maintenance instructions, provided with the order.





- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
  
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
  
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.  
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc  
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.  
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if



utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.

- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which



are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 27) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

**SELLER:**

**Shade Structures, Inc. DBA USA Shade**

\_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: All purchase orders and contracts should be drafted in the name of

**Shade Structures, Inc.**



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Proposal for Engineering Services in the amount of \$119,800.00 for the Extension of both Sewer and Water Facilities along Avenue 51 & Avenue 52 within the Proposed Western Service Annexation Area.

**STAFF RECOMMENDATION:**

Authorize the City Manager to use the on-call Professional Service Agreement with Heptagon Seven in an amount of \$119,800.00 for the master planning of water and sewer main extensions within our water and sewer boundaries as defined in the Agreement between Coachella Valley Water District (CVWD) and the City of Coachella dated January 09, 2008.

**BACKGROUND:**

The City of Coachella through its Coachella Water Authority and Coachella Sanitary District provides water and sewer service to areas within its city limits and areas outside its city limits. The City of Coachella has an agreement with CVWD which was entered into on January of 2008. The agreement set service boundaries at the request of LAFCO for the purpose of guaranteeing service to areas described in the agreement and so that both parties can invest confidently in water and sewer infrastructure to agreed upon customers. See staff report from December 12, 2007 attached to this item.

The City has planned for many years to expand its water and sewer infrastructure into this area as seen on Figure - 1 below which covers the areas within its sphere of influence west of Van Buren Street and covers those areas east of Jackson as described in the agreement between CVWD and the City of Coachella. Current and previous water and sewer master plans have analyzed and planned for the capacity in the water and sewer systems to sustain potential demands in this area.

Recently, there have been projects in this vicinity that have been proposed that would require water and sewer service and it is appropriate to start planning the expansion of infrastructure within this area. The City is also currently in the process of adding these areas to its sphere of influence.

**DISCUSSION/ANALYSIS:**

Staff published a request for qualifications for on-call engineering services and received 21 responses. On January 25, 2023 the City Council authorized the City Manager to qualify and







September 25, 2023

Mr. Castulo Estrada  
Utilities Manager  
City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
Sent Via Email

**Subject: Proposal for Engineering Services for the Extension of both Sewer and Water Facilities along Avenue 51 & Avenue 52 within the proposed Western Service Annexation Area**

Dear Castulo:

Heptagon Seven Consulting is pleased to submit our proposal for engineering services associated with the extension of water and sewer mains along Avenue 51 and Avenue 52 generally between Van Buren and Jefferson Streets.

We understand that the City is using their On-Call for contracting on this project. From our conversations, we understand the Utility Department is seeking to annex into your service area the land between Jefferson Street to east of Calhoun and from Avenue 51 to Avenue 52. Our work will consist of an initial master planning phase of this unserved area for both sewer and water. Following the master planning, Consultant will proceed with final design plans for the requested extension segments. The following scope of work will provide a base water and sewer extension based on the initial request, as well as optional extension segments in the major street segments within the proposed LAFCO annexation area.

The following is our proposed scope of services and associated fees:

**SCOPE OF WORK:**

**TASK 1: PROJECT MANAGEMENT**

Consultant will manage project management duties for the duration of the project to assure a cost-efficient, quality design process. Our staff will effectively coordinate and communicate the project with City Staff and necessary agency partners from inception to final approval. Project Management activities will begin at the project initiation and will not end until construction activities have concluded. Consultant utilizes a hands-on approach to our business and thus our principal will be actively involved for the duration of the project.

**TASK 2: TOPOGRAPHIC BASE MAP**

Consultant will provide a field topographic and boundary survey to collect existing features within proposed construction areas. The limits of the topographic survey will include a 200 foot wide strip centered along the following street segments:

- Avenue 51, Jackson Street to Van Buren Street
- Avenue 52, Jackson Street to 0.25 mile east of Van Buren Street
- Jackson Street, Avenue 52 to Avenue 50
- Calhoun Street, Avenue 52 to 1,000' north of Avenue 51

The collected feature shall include but are not limited to surrounding street curb and gutter, building footprint, existing utility manholes, valves and above ground structures, irrigation valves, top of curb, flow line of valley gutters, walls, all above ground features / structures and other hardscape features. The Consultant will deliver a topographic base file, land base file depicting center, section and right of

way lines. Following the gathering and processing of the field topographic data, Consultant will prepare a base map containing information such as parcel lines and underlying easements, if readily available through recorded maps.

**TASK 3: UTILITY RESEARCH AND COORDINATION**

Consultant will review existing utility data available from the City from Record Plan drawings and through requested utility plat information for the park site.

Utility Outreach. Immediately following processing of a Task Order, Consultant will prepare Utility Information Request letters to be sent to various utility companies, along with the base plans, requesting the utility facility maps (“Atlas Maps” and Record drawings) within the project limits. Following receipt of all utility plats, Consultant will field verify, to the extent possible, the accuracy of the existing utility base information.

Utility Base File. Based on the City and utility company provided information, Consultant will prepare a utility base file noting the approximate location of each utility facility within each street corridor. Additionally, following USA Utility Marking for the geotechnical and utility potholing work, Consultant will review all utility markings and update the utility base map with any corrections and/or additions.

**TASK 4: GEOTECHNICAL ANALYSIS**

Consultant proposes to explore the subsurface conditions by drilling eight (8) 20 foot deep borings. Undisturbed and disturbed soil samples will be recovered for laboratory testing. A staff engineer or geologist will maintain a continuous log of the soils encountered and obtain samples for visual classifications and subsequent laboratory testing.

Laboratory Testing. In-situ samples will be recovered to perform the following:

- Moisture Content & Unit Weight
- Gradation
- Collapse Potential
- Corrosion Potential
- R-Value

The laboratory testing program may be modified based on subsurface conditions encountered.

To summarize the project finding, Consultant will prepare a geotechnical report that describes the work performed, the subsurface soils conditions encountered, and presents the findings of our work, along with professional opinions regarding project design.

Consultant will prepare a project specific geotechnical report providing geotechnical parameters for trenches, pavement design, if needed, thrust blocks, and compaction. The report will include a description of pavement conditions at each core location, if applicable, a plan depicting the boring locations, boring logs, and laboratory test data in accordance with Greenbook and AWWA requirements.

Consultant will perform the geotechnical borings within the shoulder areas, outside of the main surfaced travel lanes, which will reduce the cost for traffic control.

**TASK 5: AREA MASTER PLAN**

Consultant will prepare a Sewer Master Plan for extending sewer mains throughout the major roadway within the area bounded by Avenue 51 on the north, Jackson Street on the west, Avenue 52 on the south and Van Buren on the east. The master plan will review and determine the location of manholes, manhole depths and main line slopes to ensure the area can be fully serviced through a gravity system. This master plan will also note the proposed location of all required domestic water extensions.



**TASK 6: UTILITY POTHOLING**

Following the development of the Sewer Master Plan and preparation of the utility base map, Consultant will prepare an exhibit noting pothole locations, which will be provided to the City for review and comment prior to initiating field potholing operations. For this proposal, we have proposed up to 10 potholes of existing utility facilities that may cross the proposed sewer and water extensions. Deliverable will be a pothole log noting the location, depth, utility facility, and facility size.

**TASK 7: DOMESTIC WATER & SEWER EXTENSION PLANS – BASE STREET SEGMENTS**

Based on the City approved Concept Plan, Consultant will prepare, under one cover/title sheet, the domestic water and sewer extension plans for the base street segments, which include the following:

***Domestic Water***

- Avenue 51 from Jackson Street to Calhoun Street (L=~2,690 LF)
- Calhoun Street from Avenue 51 to approximately 400' North of Avenue 51 (L=~415 LF)
- Avenue 52 from Jackson Street to approximately 1,365' East of Van Buren Street (L=~6,720 LF)

***Sewer***

- Avenue 51 from Jackson Street to approximately 800' East of Calhoun Street (L=~3,420 LF)
- Avenue 52 from Jackson Street to Van Buren Street (L=~5,320 LF)

Both water and sewer improvement plans will be depicted on same plan and profile sheets, utilizing AutoCAD software. Plan sheets will be prepared at an appropriate scale and will conform to the City Utilities Department Standards. Plans will be submitted for City review via an electronic submittal (PDF file) on 24x36 plan sheets.

**TASK 8: RIVERSIDE COUNTY ENCROACHMENT PERMIT**

Consultant will prepare the necessary paperwork, submit plans for review, and coordinate with Riverside County on obtaining an Encroachment Permit for the proposed sewer and water improvements.

**TASK 9: COST ESTIMATE**

Consultant will prepare an Engineers Estimate of Probable Construction Costs for the proposed improvements based upon the approved preliminary design plans utilizing the current edition of the Caltrans Contract Cost Data Book and recent bid information from area bids for unit costs. The construction cost estimate will be updated at each plan submittal stage including the concept plan.

**TASK 10: SPECIFICATIONS**

Using the City provided "Boilerplate" bid package and project specifications, Consultant shall prepare the technical specifications for each item of work in the Project not sufficiently covered by the Standard Specifications (Greenbook). The Consultant shall also prepare the bid schedule, update any utility relocation requirements for the project, review and modify the traffic control and staging for the project and determine the liquidated damages and working days for the proposed construction work.

**TASK 11: BIDDING ASSISTANCE**

Consultant will assist the City with the bidding and award process for this project. These services will be performed on a Time and Material (T&M) basis.

Activities associated with this task include but are not limited to:

- Bid Support. All key team members will be available to attend a pre-bid meeting.
- Respond to Inquiries. Consultant will respond to bidder inquiries by phone or email.
- Prepare Addenda. Consultant will prepare addenda as requested by the City.
- Review/Recommended Award. Consultant will assist in recommendation for award.

For this task, Consultant assumes 6 total hours, to be billed Time and Materials at a rate of \$200 / hour.

**TASK 12: POST DESIGN SERVICES**

Consultant will assist project staff with construction support services. Upon request from City staff the following will be provided:

- RFI documentation and response to questions regarding construction documents;
- Periodic site visits during construction, as requested;
- Input from the consultant regarding change orders;
- Final project review to ensure plan conformance; and
- Prepare Record Drawings based on Contractor As-Built plans.

For this task, Consultant assumes 16 total hours, to be billed Time and Materials at a rate of \$200 / hour.

**OPTIONAL TASKS**

The following tasks are optional tasks for additional street segment design plans.

**TASK 13: DOMESTIC WATER EXTENSION PLANS – OPTIONAL STREET SEGMENTS**

Based on the City approved Concept Plan and written direction from the City on adding any or all the optional segments, Consultant will prepare domestic water extension plans for the following street segments:

- Jackson Street from Avenue 52 to Avenue 51 (L=~2,700 LF)
- Calhoun Street from Avenue 52 to Avenue 51 (L=~2,600 LF)
- Avenue 51 from Calhoun Street to Van Buren Street (L=~2,700 LF)

Water improvements will be depicted on plan and profile sheets, utilizing AutoCAD software. Plan sheets will be prepared at an appropriate scale and will conform to the City Utilities Department Standards. Plans will be submitted for City Review via an electronic submittal (PDF file) on 24x36 plan sheets.

**TASK 14: SANITARY SEWER EXTENSION PLANS – OPTIONAL STREET SEGMENTS**

Based on the City approved Concept Plan and written direction from the City on adding any or all the optional segments, Consultant will prepare sanitary sewer extension plans for the following street segments:

- Jackson Street from Avenue 52 to Avenue 51 (L=~2,700 LF)
- Calhoun Street from Avenue 52 to Avenue 51 (L=~2,600 LF)

Sanitary Sewer improvements will be depicted on plan and profile sheets, utilizing AutoCAD software. Plan sheets will be prepared at an appropriate scale and will conform to the City Utilities Department Standards. Plans will be submitted for City Review via an electronic submittal (PDF file) on 24x36 plan sheets.

**PROJECT FEE; BASE TASKS**

Task 1	Project Management	\$3,900
Task 2	Topographic Base Map	\$30,300
Task 3	Utility Research & Coordination	\$2,100
Task 4	Geotechnical Report	\$17,200
Task 5	Area Master Plan	\$4,600
Task 6	Utility Potholing	\$18,200
Task 7	Water & Sewer Plans, Base Segments	\$32,300
Task 8	Riverside County Encroachment Permit	\$2,300
Task 9	Cost Estimate	\$2,100
Task 10	Specifications	\$2,400
Task 11	Bidding Assistance (T&M)	\$1,200
Task 12	Post Design Services (T&M)	\$3,200
<b>TOTAL</b>		<b>\$119,800</b>

**PROJECT FEE; OPTIONAL TASKS**

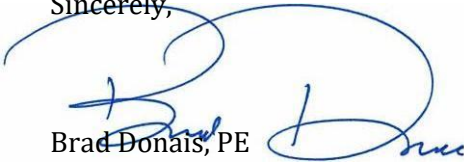
Upon request from the City, Consultant provide fees for the optional street segments based on if they will include only sewer, only water or both sewer and water design improvements.

**REIMBURSABLE EXPENSES (T&M)**

Utility Plat Maps	\$1,500
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Thank you for the opportunity to provide you with a proposal on this work. Please review the scope of work and fee and let me know if you have any comments or questions.

Sincerely,



Brad Donais, PE  
Principal  
Heptagon Seven Consulting, Inc.

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 25th day of January, 2023, 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 53-990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Heptagon Seven Consulting Inc, a corporation, with its principal place of business at 8413 E. Baseline Road, Suite 106, Mesa AZ 85209 ("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 engineering 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 Engineering Services Project 082522 ("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 engineering 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 January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. 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 **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** 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: Brad Donais.

3.3.5 City's Representative. The City hereby designates 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 Brad Donais, 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: Heptagon Seven Consulting  
8413 E. Baseline Road, Suite 106  
Mesa, AZ 85209  
ATTN: Brad Donais

City: City of Coachella  
53462 Enterprise Way  
Coachella, CA 92236  
ATTN: Maritza Martinez

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.

**3.8 Federal Provisions.** With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT PAGE]**


**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COACHELLA AND  
HEPTAGON SEVEN CONSULTING INC**

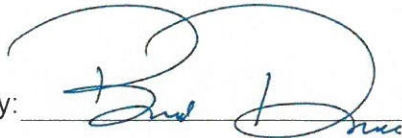
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF COACHELLA**

**HEPTAGON SEVEN CONSULTING, INC**

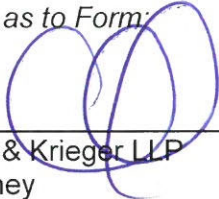
*Approved By:*

  
\_\_\_\_\_  
Gabriel D. Martin, PhD  
City Manager

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

Printed Name: Brad Donais, PE

*Approved as to Form:*

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

*Attested By:*

  
\_\_\_\_\_  
City Clerk



Heptagon Seven Consulting, Inc.

Attested By:

City of Coachella,

  
\_\_\_\_\_  
Angela Zepeda  
City Clerk

## EXHIBIT "A" SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.



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

January 1, 2023 – January 1, 2026

## EXHIBIT "C" COMPENSATION

### Section D. Cost Proposal

For projects with a well-defined scope of work, Heptagon Seven prefers to provide Lump Sum amounts per work order tasks, providing back up of work hours per task. For those instances where the scope of work is not well-defined or as directed by City Staff, Heptagon Seven will provide services at the request of the Client on an hourly basis, based on the following breakdown. To the extent possible with each requested task where applicable, Consultant will provide an anticipated hourly estimate for each requested service prior to initiating said service.

- Project Manager \$200 / hour
- Project Engineer \$175 / hour
- Principal Landscape Architect \$150 / hour
- Project Manager (LA) \$110 / hour
- Graphic Specialist (LA) \$110 / hour
- CAD Designer (LA) \$95 / hour
- Principal Surveyor \$200 / hour
- Designer / Survey Analyst \$135 / hour
- 2 Man Survey Crew \$295 / hour (Prevailing Wage rate)
- Administrative Assistant \$90 / hour

Due to the possible length of this On Call Engineering, the Heptagon Seven Team's Hourly Rates are reviewed on an annual basis and adjusted for cost of living and employee wage increases. Therefore, we request the ability to revisit the above noted rates on a yearly basis. The final annual rates will be negotiated with the City and updated only upon City approval.

City of Coachella City Council  
Meeting of December 12, 2007

Honorable Mayor and Members of the  
Coachella City Council

**REQUEST APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF  
COACHELLA AND THE COACHELLA VALLEY WATER DISTRICT**

**DISCUSSION**

The City of Coachella through the Coachella Water Department and Sanitary District provides water and sanitation services primarily to customers within the boundaries of the City of Coachella. However, as the City continues to grow beyond its current boundaries, the City needs to secure and guarantee water and sewer services to be able to service future development and sustain the City's growth.

For the past several months, the City Manager, City Staff and the City Attorney have been working on water supply and management issues. Since Coachella Valley Water District is the other water and sewer purveyor in the area, the City has been in discussions with CVWD to guarantee a water supply to these future developments and agree on a permanent boundary agreement so that both parties can invest confidently in water and sewer infrastructure to provide services to their agreed upon customers.

Moreover, since several development projects that are being annexed into the City are being held up before the Local Agency Formation Commission (LAFCO) until a water and sewer boundary agreement is reached between the City and CVWD, the City has been working diligently with CVWD to finalize the boundary Agreement.

The boundary Agreement establishes the boundaries for water and sewer service between the City and CVWD. Generally, the Agreement provides that the City will provide water and sewer services within the City's current boundaries and Sphere of Influence that is north of Avenue 56, as well as provide water and sewer services East of Jackson and North of Avenue 56 (depicted in Exhibit "A" to the Agreement). Avenue 56 is the natural boundary line because CVWD has already invested in infrastructure along Avenue 56 and guaranteeing the City a customer base North of Avenue 56 would allow for a sufficient future customer base.

More specifically, the Boundary Agreement provides that:


- The City will provide water and sewer services within the City's current boundaries and Sphere of Influence North of Avenue 56.
- The City will also serve future customers East of Jackson Street and North of Avenue 56 (except for any development currently served by CVWD).
- If the City grows to the North-East, the City will be able to service these customers as well.
- Customers that are currently being served by either the City or CVWD will continue to be served by the same party even if within the agreed territory of the other party.
- CVWD will be able to serve new customers within the City's service territory if service is infeasible at that time by the City and CVWD will then transfer these new customers to the City when the City is able to service them (and vice versa).
- CVWD will allow the City to make two water connections to its water main on Avenue 56 in order for the City to service City customers North of Avenue 56.

After the boundary agreement is approved, the City will continue to negotiate a Memorandum of Understanding for water supply with CVWD in order to guarantee water supply to future developments.

**FISCAL IMPACT:**

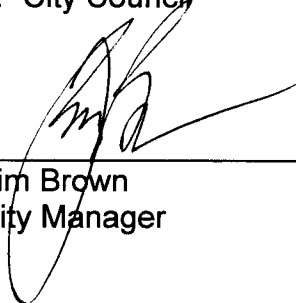
None at this time. Long-term fiscal impact unknown.

CONCUR:

  
 \_\_\_\_\_  
 John Gerardi  
 Interim Finance Director

**RECOMMENDATION:**

1. City Council                      Approve the Agreement between the City of Coachella and Coachella Valley Water District to establish water and sewer service boundaries.
2. City Council                      Authorize the Mayor and City Manager to execute all documents upon final approval by the City Attorney.

  
 \_\_\_\_\_  
 Tim Brown  
 City Manager

## AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2007 (“Effective Date”) by and between COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California, (“District”), and CITY OF COACHELLA, a general law city in California (“City”). District and City are sometimes referred to individually as “Party” or collectively as “Parties.”

## RECITALS

- A. District is a public agency organized, operating and existing under Sections 30000 et seq. of the California Water Code. Pursuant to such authority, the District is authorized to provide water and sanitation service in the Counties of Riverside, San Diego and Imperial.
- B. City is a general law city located in the County of Riverside, State of California. Pursuant to such authority, City provides water and sanitation service to customers within the City of Coachella boundaries, as depicted on Exhibit “A” attached hereto and by this reference incorporated herein.
- C. City provides water service within the boundaries of the City of Coachella through the City of Coachella Water Department.
- D. City provides sewer service within the boundaries of the City of Coachella through the City of Coachella Sanitary District.
- E. Each Party is authorized pursuant to California law to provide water and sewer service which could otherwise result in inefficient systems and duplication of services.
- F. District and City are desirous of reaching an agreement which establishes permanent boundaries for water and sewer service to be currently provided by each.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. All of the above Recitals are hereby incorporated by reference to the same extent as though herein again set forth in full.
- 2. From and after the Effective Date, this Agreement establishes the boundaries for water and sewer service between District and City
- 3. Except as provided in Paragraph 4, City will provide, and CVWD will not provide, water and sewer service to the area lying north of the centerline of Avenue 56 and within the City boundary and Sphere of Influence existing on the Effective Date and the Proposed Sphere of Influence east of Jackson Street, as depicted on Exhibit “A.”

4. Any Customer being served by District or City as of Effective Date and any property subject to a "Will Serve" letter issued by the District or City thirty (30) days prior to the Effective Date shall continue to be served by such Party, whether inside or outside the boundaries of District and City established under this Agreement. On request of either party ("Territory Party") new customers ("Temporary Customers") within its service area may be served by the other party ("Servicing Party"), if service is infeasible at that time by the Territory Party. The terms of Temporary Service shall be as agreed upon by the parties. Upon later request of the Territory Party, the Servicing Party will transfer to the Territory Party the Temporary Customer accounts, as well as any infrastructure, capacity fees, or supplemental import water rights, purchased by or on behalf of the Temporary Customers which are not otherwise retained by the Servicing Party by prior agreement.
5. All other areas within the City boundary and City's Sphere of Influence will be a service area of the District, as depicted on Exhibit "A."
6. City may provide water and / or sewer service to the area in the Northern Un-annexed Area as shown on Exhibit "A" if City is the first city to annex that area. The Northern Un-annexed Area is described as that area bounded by the existing northern Coachella City Boundary (south), Dillon/Tyler Road (west), Avenue 37 (north) and Johnson Avenue (east).
7. Neither Party can extend its service area into the service area of the other Party without prior written consent of the encroached upon Party. The consent requested shall be at the sole and absolute discretion of the encroached-upon Party.
8. Either Party may install pipelines through service area of the other provided that they are necessary and convenient to providing service in the installing Party's service area.
9. Water service by either Party to tribal property is subject to tribal consent.
10. This Agreement does not apply in any way to water service supplied by the District from the Coachella Canal or its distribution system to non-potable uses.
11. CVWD will provide two twelve-inch water connections and meters at the north side of Avenue 56, one at Fillmore Street and the other at Pierce for future connection by the City of Coachella, on such terms as may be agreed upon by the parties. Costs for these two connections and meters will be borne by the City.
12. The Parties hereto agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require District to take any legislative action or exercise its discretion in any particular manner.

13. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them with respect to the subject matter hereof, whether oral or written, to the extent such prior communications and agreement are not consistent with this Agreement.
14. In the event that any action or proceeding is commenced between the Parties hereto to enforce or interpret any term of this Agreement, each party shall bear its own attorneys' costs and fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding.
15. All notices shall be in writing and shall be considered given and received: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery shown in the records of an express courier such as Federal Express or DHL; or (iv) on the date of delivery by facsimile transmission to the recipient named below. All notices shall be addressed as followed:

If to District:

General Manager/Chief Engineer  
Coachella Valley Water District  
P.O. Box 1058  
Coachella, Ca 92236-1058

If to City:

City Manager  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

16. This Agreement and all its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
17. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California.



- 18. This Agreement may be modified only by another written instrument duly authorized, executed, acknowledged by both Parties.
- 19. The provisions of this Agreement are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.
- 20. The language in all parts of this Agreement shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against any other Party. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.
- 21. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the Parties hereto.
- 22. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.
- 23. This Agreement shall not be extinguished or altered in any way, by any Party without the prior written consent of the District.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DISTRICT:

CITY:

COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California

CITY OF COACHELLA, a general law city of the State of California

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

By:  \_\_\_\_\_ 12/13/07

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

Its: Tim Brown, City Manager

# City of Coachella / CVWD Water & Sewer Service Area Map

## Exhibit "A"



1 inch equals 1.5 miles

Not shown in annexed area

Indio & VSD

**Coachella City Boundary**

City Sphere of Influence (SOI)

File Name: City of Coachella-CVWD Water & Sewer Service Area Map-Exhibit A-2.mxd  
File Location: C:\GIS\9118 Project\City of Coachella Sewer-Water  
Data Updated: Friday, December 7, 2007 @ 9:43:52 AM  
Made for: Dan Parks  
Made by: CPM  
Department: CVWD Engineering -018



GENERAL MANAGER  
Jim Barrett

ASSISTANT GENERAL MANAGER  
Robert Cheng

CLERK OF THE BOARD  
Sylvia Bermudez

ASSISTANT GENERAL MANAGER  
Dan Charlton

July 22, 2022

VIA MAIL AND EMAIL AT [CCRAIG@LAFCO.ORG](mailto:CCRAIG@LAFCO.ORG)

Crystal Craig  
Riverside Local Agency Formation Commission  
6216 Brockton Avenue, Suite 111-B  
Riverside, CA 92506-2208

Dear Ms. Craig:

Subject: Agreement between Coachella Valley Water District and City of Coachella dated January 9, 2008

The Coachella Valley Water District was requested to provide you with a copy of the subject Agreement. Attached please find a copy for your files.

If you have any questions, please feel free to contact me at [coliphant@cvwd.org](mailto:coliphant@cvwd.org) or (760) 398-2661; extension 2268.

Sincerely,

Carrie Oliphant  
Director of Engineering

Enclosure/1/as

cc: Cástulo R. Estrada (with enclosure)  
Utilities Manager  
City of Coachella  
53-462 Enterprise Way  
Coachella, CA 92236

Jon McMillen (with enclosure)  
City Manager  
City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253

CO: al/Eng. Svcs\2022\July\ Riv. Local Agency Formation Comm. Ltr.doc  
File: 0933.3, 1150.10, 1150.104

## AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 9th day of January, 2008 ("Effective Date") by and between COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California, ("District"), and CITY OF COACHELLA, a general law city in California ("City"). District and City are sometimes referred to individually as "Party" or collectively as "Parties."

## RECITALS

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8. Either Party may install pipelines through service area of the other provided that they are necessary and convenient to providing service in the installing Party's service area.
9. Water service by either Party to tribal property is subject to tribal consent.
10. This Agreement does not apply in any way to water service supplied by the District from the Coachella Canal or its distribution system to non-potable uses.
11. CVWD will provide two twelve-inch water connections and meters at the north side of Avenue 56, one at Fillmore Street and the other at Pierce for future connection by the City of Coachella, on such terms as may be agreed upon by the parties. Costs for these two connections and meters will be borne by the City.
12. The Parties hereto agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require District to take any legislative action or exercise its discretion in any particular manner.

13. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them with respect to the subject matter hereof, whether oral or written, to the extent such prior communications and agreement are not consistent with this Agreement.
14. In the event that any action or proceeding is commenced between the Parties hereto to enforce or interpret any term of this Agreement, each party shall bear its own attorneys' costs and fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding.
15. All notices shall be in writing and shall be considered given and received: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery shown in the records of an express courier such as Federal Express or DHL; or (iv) on the date of delivery by facsimile transmission to the recipient named below. All notices shall be addressed as followed:

If to District:

General Manager/Chief Engineer  
 Coachella Valley Water District  
 P.O. Box 1058  
 Coachella, Ca 92236-1058

If to City:

City Manager  
 City of Coachella  
 1515 Sixth Street  
 Coachella, CA 92236

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

16. This Agreement and all its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
17. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California.

- 18. This Agreement may be modified only by another written instrument duly authorized, executed, acknowledged by both Parties.
- 19. The provisions of this Agreement are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.
- 20. The language in all parts of this Agreement shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against any other Party. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.
- 21. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the Parties hereto.
- 22. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.
- 23. This Agreement shall not be extinguished or altered in any way, by any Party without the prior written consent of the District.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DISTRICT:

CITY:

COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California

CITY OF COACHELLA, a general law city of the State of California

By: [Signature]

By: [Signature]

Its: President

Its: Mayor

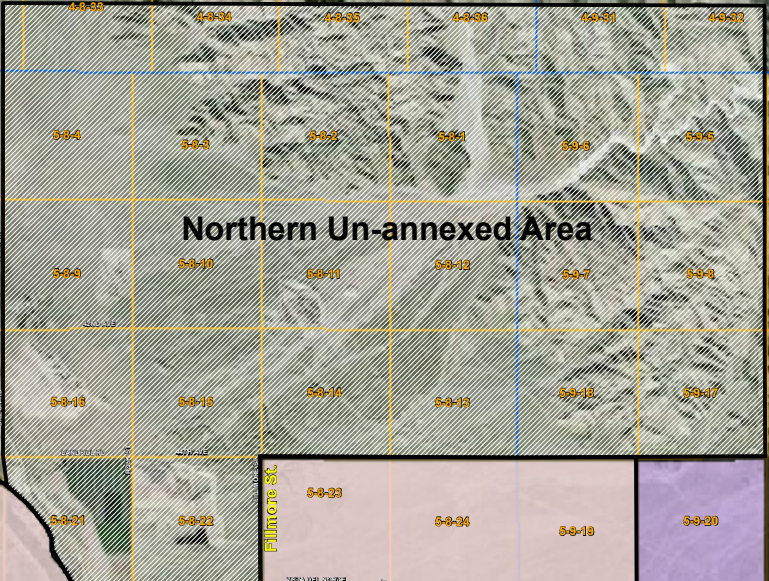


# City of Coachella / CVWD Water & Sewer Service Area Map

## Exhibit "A"



1 inch equals 1.5 miles



Northern Un-annexed Area

Hampton St.

Pillmore St.

Jackson St.

Avenue 48th

Indio & VSD

Coachella City Boundary

Bushman St.

Avenue 52nd

Coachella Sphere of Influence (CSOI)

Proposed Coachella SOI

(CSOI)

Avenue 56th

File Name: City of Coachella-CVWD Water & Sewer Service Area Map-Exhibit A-2.mxd  
File Location: G:\GIS\GIS Projects\City of Coachella Sewer-Water  
Date Updated: Friday, December 7, 2007 @ 8:42:52 AM  
Made for: Dan Parks  
Made By: CPP  
Department: CVWD Engineering - GIS



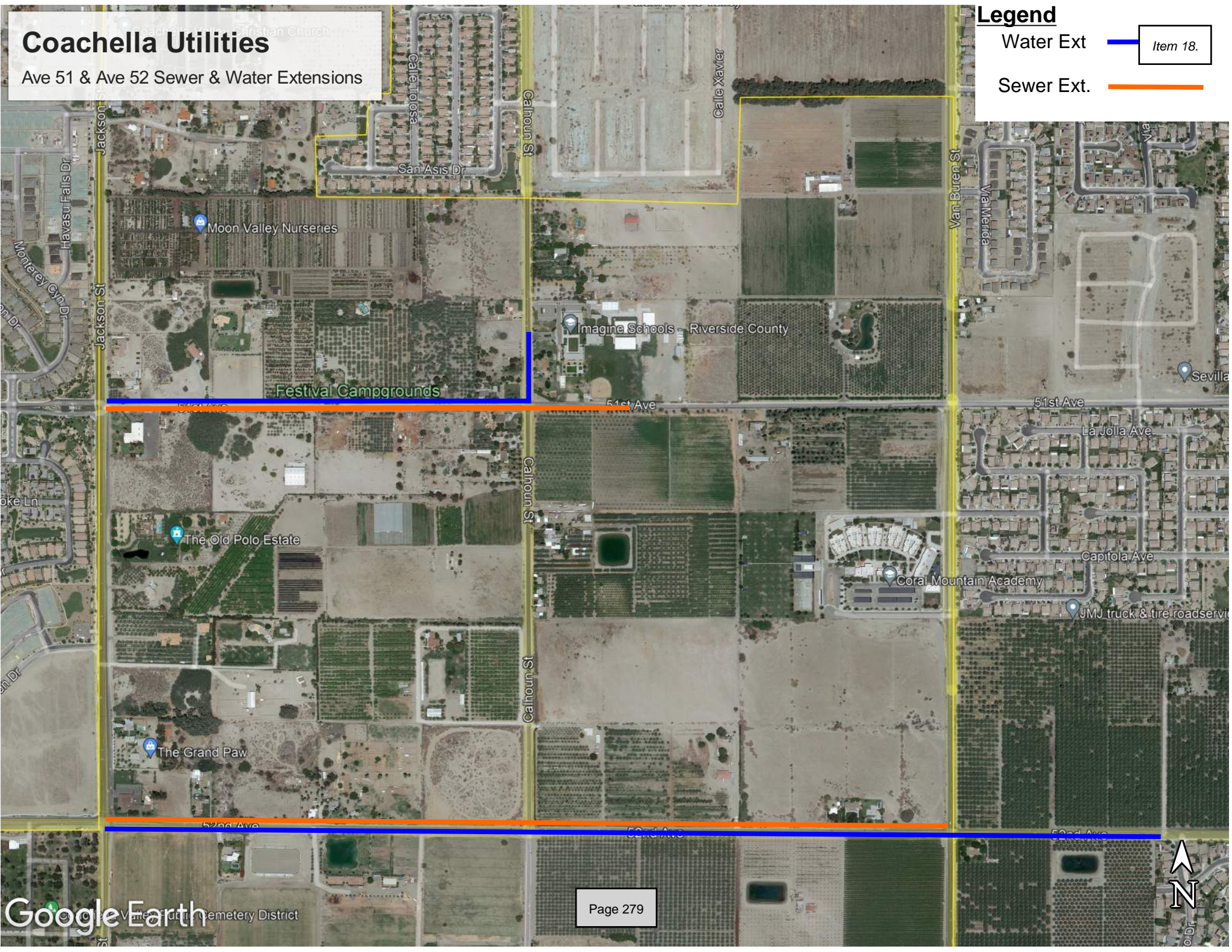
# Coachella Utilities

## Ave 51 & Ave 52 Sewer & Water Extensions

### Legend

Water Ext  Item 18.

Sewer Ext. 







**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Declare 2007 Fire Truck and 2004 Fire Truck surplus units; authorize staff to publicly auction these units to the highest bidder.

---

**STAFF RECOMMENDATION:**

Declare 2007 Fire Truck and 2004 Fire Truck surplus units; authorize staff to publicly auction these units to the highest bidder.

**EXECUTIVE SUMMARY:**

The City of Coachella currently owns two fire trucks that have been decommissioned by the Fire Department. The first is a 2007 Fire Truck (VIN# 4S7CT2D927C055078). The second unit is a 2004 Fire Truck (VIN# 4S7CT2D984C045473). Cal-Fire and City staff have inspected both units. Both agency's staff have identified that the repair cost will exceed the estimated value of the units.

As per the City's purchasing policy equipment that exceeds \$25,000 in value must obtain City Council approval to surplus. Staff recommends both units be declared surplus units and publicly auction both units. In the units' current condition, each units' estimated value is between \$10,000-\$18,000. Together the two units may recover over \$25,000.

**FISCAL IMPACT:**

The recommended action will have a positive fiscal impact.



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve a new lease between the City of Coachella and Sunline Transit Agency for 51260 Cesar Chavez Street; authorizing City Attorney to make minor non-substantive changes.

**STAFF RECOMMENDATION:**

Approve a new lease between the City of Coachella and Sunline Transit Agency for 51260 Cesar Chavez Street; authorizing City Attorney to make minor non-substantive changes.

**EXECUTIVE SUMMARY:**

In 2019, the City of Coachella along with its project partners, Chelsea Investment Corporation and Sunline Transit Agency, received a funding award from the California Strategic Growth Council under the Affordable Housing Sustainable Communities (AHSC) program to build affordable housing, a transit hub, implement a rideshare program, increase headways with zero emission buses, and install street improvements.

Sunline Transit Agency is operating a transit hub locally out of the city's facility located at 790 Vine Street. The Sunline Transit Agency is leasing this space from the City, as approved by City Council on October 14, 2015.

On July 26, 2023, City Council approved appropriations to support the construction of the new Transit Hub component of the AHSC Program awarded. Sunline Transit Agency is leading the construction efforts for the new Transit Hub at this location. Once constructed Sunline will lease the building from the City and will operate the Transit Hub at this new location. Similar to the lease they currently have with the City at the Vine Street location, below are the terms of the new lease for the Fourth Street location:

- Rent = one dollar annually
- Term = 30 years
- Utilities = to be paid by Lessee for said property
- Maintenance/Janitorial = to be completed by Lessee for said property
- Insurance = to be provided by Lessee for said property

**FISCAL IMPACT:**

None.

Attachments: Proposed Lease

**CITY OF COACHELLA**  
**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is made as of January 24, 2024 ("Effective Date"), by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and the SUNLINE TRANSIT AGENCY joint powers agency established under the Joint Exercise of Powers Act (the "Lessee"), with reference to the following facts:

RECITALS

A. Lessor is the owner of certain real property identified as APN 778-080-021, located at 51260 Cesar Chavez Street, Coachella CA 92203, , described in more detail in attached Exhibit "A" incorporated herein by this reference (the "Premises"); and

B. Lessee desires to lease the Premises from Lessor for purposes of constructing, maintaining, and operating a transit center and providing transit services to the residents of the City of Coachella and eastern Coachella Valley; and

C. On the Premises, Lessee will construct a 484 square foot breakroom building and office building for use by SunLine Transit Agency staff, three bus shelters, drive aisles suitable for passenger buses, utilities, and hardscape and landscaping improvements in accordance with the diagram and description attached hereto as Exhibit "B" incorporated herein by this reference (the "Improvements");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental price and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.

3. Premises. The Premises is described and depicted in Exhibit "A." Upon execution of this Lease, Lessee (in its discretion) may perform a survey of the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit "A" as the description of the Premises and shall be attached and incorporated herein as Exhibit "C." If performed, the Survey attached as Exhibit "C" to this Lease and the Survey shall control the description of the Premises thereafter.

4. Term of Lease.

4.1 Original Term. The original term of the Lease shall be for approximately thirty (30) years, commencing at 12:00 a.m. on the Effective Date and terminating at 11:59 p.m. on June 30, 2053 (the "Original Term").

4.2 Extension of Term. Following expiration of the Original Term, unless and until Lessee or Lessor delivers a Notice of Termination in accordance with Section 13, the term of this Lease shall automatically be extended by successive one (1) year periods beginning at 12:00 a.m. on July 1<sup>st</sup> of the subject year and expiring at 11:59 p.m. on June 30<sup>th</sup> of the following year (individually and collectively, the "Extended Term").

5. Rent.

5.1 Original Term Minimum Annual Rent. During the Original Term and any Extended Term of this Lease, Lessee shall pay to Lessor as annual rent the sum of One Dollar and Zero Cents (\$1.00) per year.

5.2 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 21.

6. Security Deposit. No security deposit shall be required under this Lease.

7. Utilities, Maintenance and Insurance.

7.1 Utilities. Except for utilities associated with improvements constructed by Lessor in accordance with Section 12.5 of this Lease, Lessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Lessee on the Premises, including, without limitation, electricity, telephone, water, and trash removal services, and Lessee shall pay for any and all charges for establishment or connection of utility services to the Premises.

7.2 Maintenance. Except for improvements constructed by Lessor in accordance with Section 12.5, Lessee shall provide all maintenance and repairs, at Lessee's sole cost and expense, to keep the Premises in good order and condition, including, without limitation, all maintenance of fencing, gates, shade structures, landscaping, all Improvements existing at the commencement of this Lease, and any Improvements installed or constructed by Lessee during the term of this Lease.

7.3 Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

a. General Liability and Property Damage Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, ONE MILLION DOLLARS (\$1,000,000) annual aggregate, for bodily injury, property damage, products, and contractual liability coverage.

b. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the Improvements on the Premises, including, without limitation, any Improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such Improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available



and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor, with a recorded interest in the Premises.

In the event any casualty results in damage to the Improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

c. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor, with a recorded interest in the Premises. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.

d. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

8. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises. Lessor agrees to provide at its sole cost and expense janitorial services for any and all improvements constructed by Lessor on the Premises in accordance with Section 12.5.

9. Security Alarm Monitoring Services. The Lessee agrees to provide at its sole cost and expense security alarm monitoring services for buildings existing on the leased Premises.

10. Use. Lessee shall have the exclusive right to use and occupy the Premises for purposes of constructing and maintaining the Improvements, operating the transit center, and providing transit services to the residents and visitors of the City of Coachella and the eastern Coachella Valley, and all uses incident thereto. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device. Lessor is prohibited from leasing, licensing, or authorizing the use of the Premises to any third party without prior written authorization from Lessee.

11. Hazardous Substances and Hazardous Materials.

11.1 Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

11.2 Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

12. Improvements.

12.1 Consent of Lessor. Prior to making or constructing any additions, improvements, or alterations to the Improvements on the Premises, Lessee shall obtain written authorization from Lessor. Lessee may perform maintenance on the Improvements as required by Section 7.2 of this Lease without obtaining prior written authorization from Lessor.

12.2 Ownership of the Improvements. Upon the completion of the construction and installation of the Improvements on the Premises, and acceptance of the Improvements by Lessor, ownership of the Improvements shall immediately transfer to Lessor.

12.3 Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.

12.4 Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

12.5 Improvements or Alterations by Lessor. Lessor shall provide written notice to Lessee prior to making or constructing any additions, improvements, or alterations to the Improvements on the Premises. Lessor shall be responsible for the cost of constructing, operating

(including utility and janitorial costs), and maintaining any improvements constructed by Lessor on the Premises in accordance with this section.

12.6 Damage to Improvements. In the event the Improvements are damaged as a result of actions by Lessor, a third party, or a natural event for which no human is responsible, and the estimated cost of repairing the Improvement is equal to \$25,000, Lessee, in its sole and complete discretion, may choose to immediately terminate the Lease upon written notice to Lessor, relieving Lessee from any maintenance or repair obligations associated with the Improvements.

13. Termination.

13.1 Generally. Within six (6) months prior to expiration of the Original Term and at any time during any Extended Term hereof, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with six (6) months prior written notice of such termination (a "Notice of Termination").

13.2 Early Termination. During the Original Term of the Lease, Lessee/Lessor may terminate the Lease, without cause, by serving Lessor with six (6) months prior written notice of such termination.

14. Signs. Lessee shall only install transit service related signage, all signs shall be approved by the Lessor through the municipal sign approval process. All signage must meet Lessor's existing sign ordinance requirements.

15. Lessor's Consent Required. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion.

16. Assignment and Subleasing. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.

17. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

18. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor or the Lessor's employees, agents, or contractors. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor or the Lessor's employees, agents, or contractors in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.

19. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

20. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

21. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopied. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor: City of Coachella  
53462 Enterprise Way, Coachella, CA  
92236

To Lessee: Sunline Transit Agency  
Attn: CEO / General Manager  
32-505 Harry Oliver Trail, Thousand Palms, CA 92276

22. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. Time of Essence. Time is of the essence of this Lease.

24. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

25. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

**LESSEE:**

SUNLINE TRANSIT AGENCY  
a joint powers agency established under the "Joint Exercise  
of Powers Act"

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

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

Title: \_\_\_\_\_

**LESSOR:**

THE CITY OF COACHELLA  
a California municipal corporation

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

Steven Hernandez, Mayor  
City of Coachella

*Attest:*

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

Angela M. Zepeda, City Clerk  
City of Coachella

*Approved as to Form:*

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

Carlos L. Campos  
City Attorney  
Best Best & Krieger LLP

EXHIBIT "A"

DESCRIPTION OF PREMISES

General Information



Property ID Number (PIN/APN)	778080021
Owner	City of Coachella
Property Address	- No Situs -
Property Type	Government Property
Tax Rate Area (TRA)	012-018 COACHELLA
Approximate Lot Size	37,462 SqFt / 0.860 acres
Legal Description	Acres 0.86000000 AcreageQualCode ML Lot 10-P LotType L MapPlatB 004 MapPlatP 053 SubdivisionName COACHELLA LAND amp

Exhibit "B"  
IMPROVEMENTS

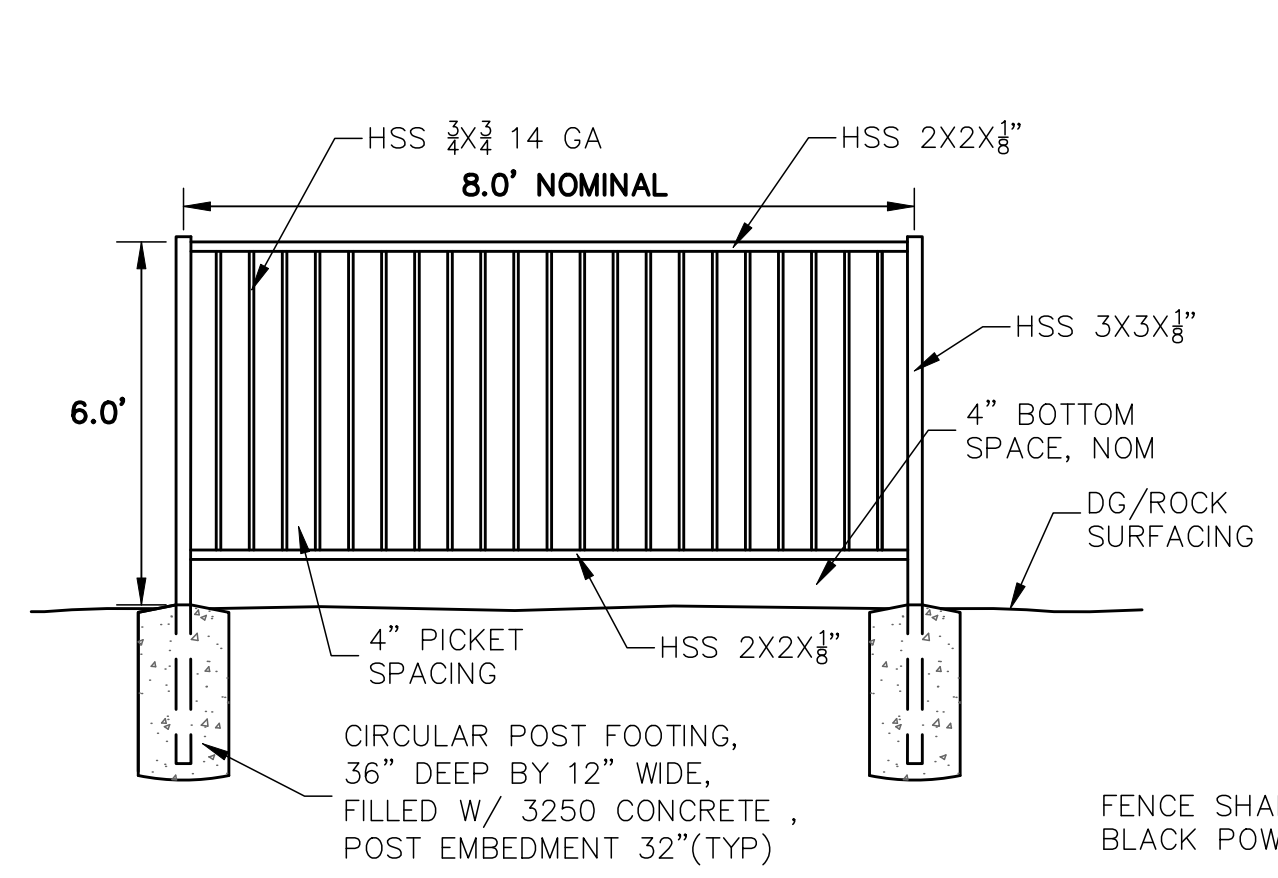




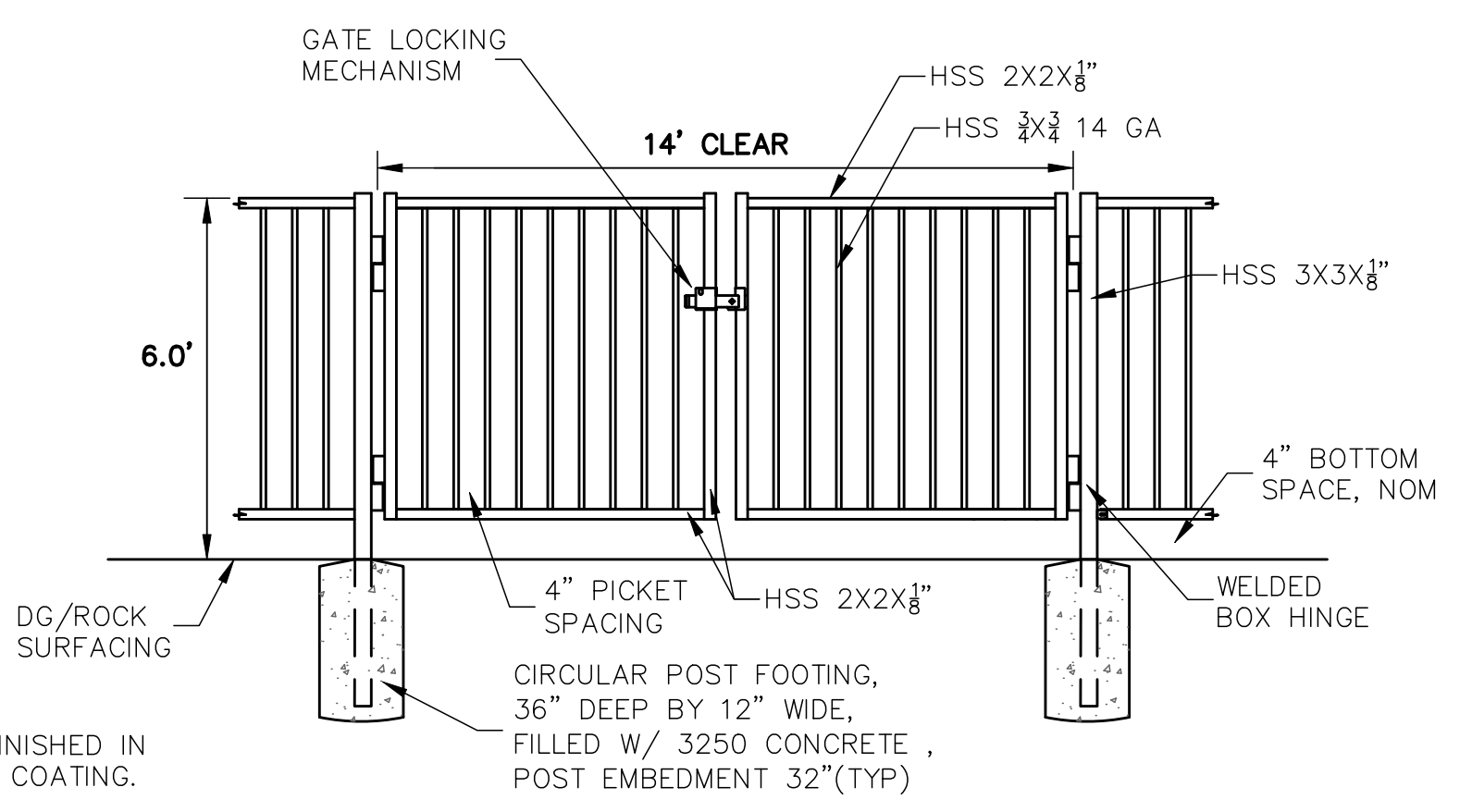




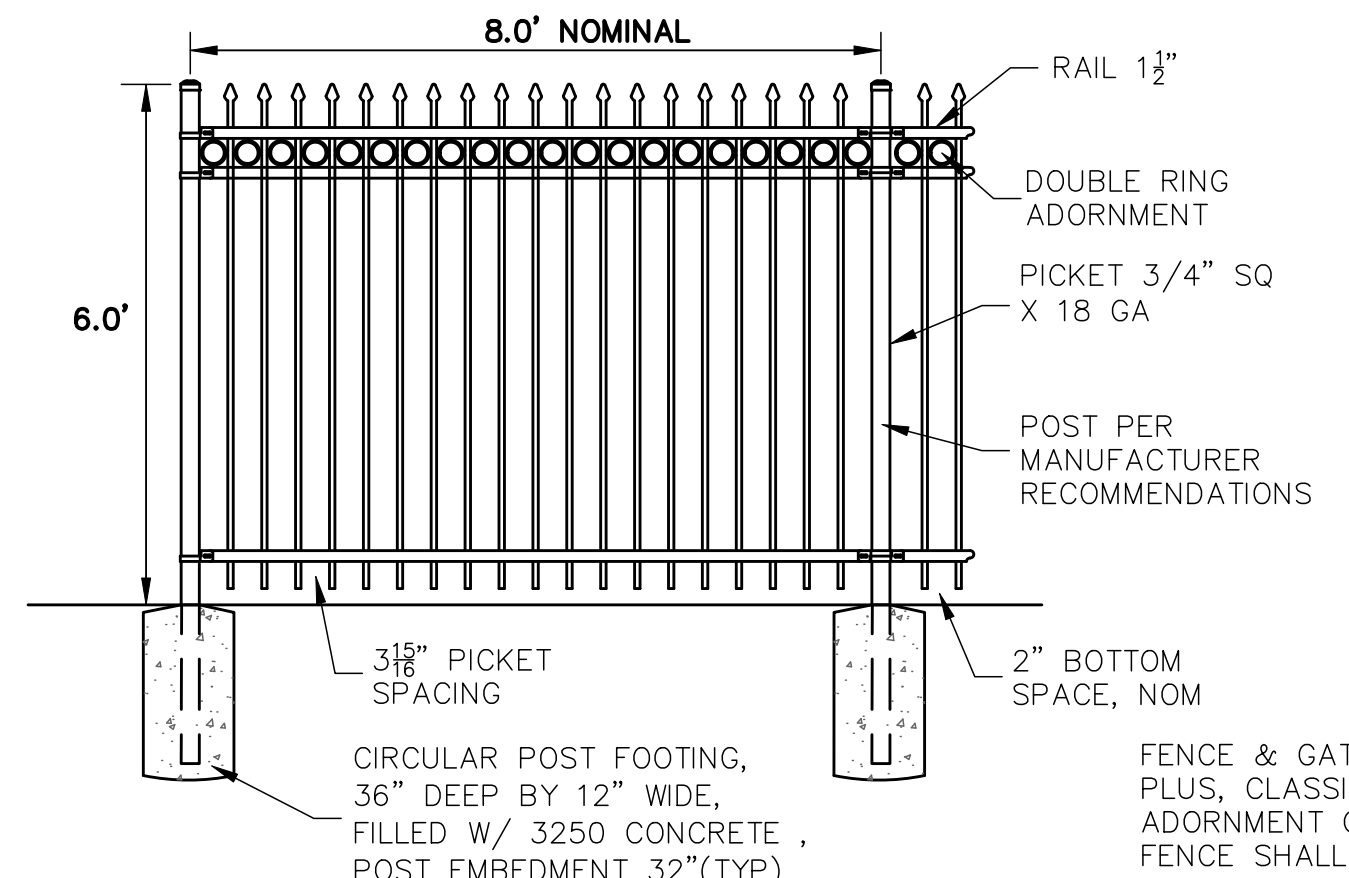




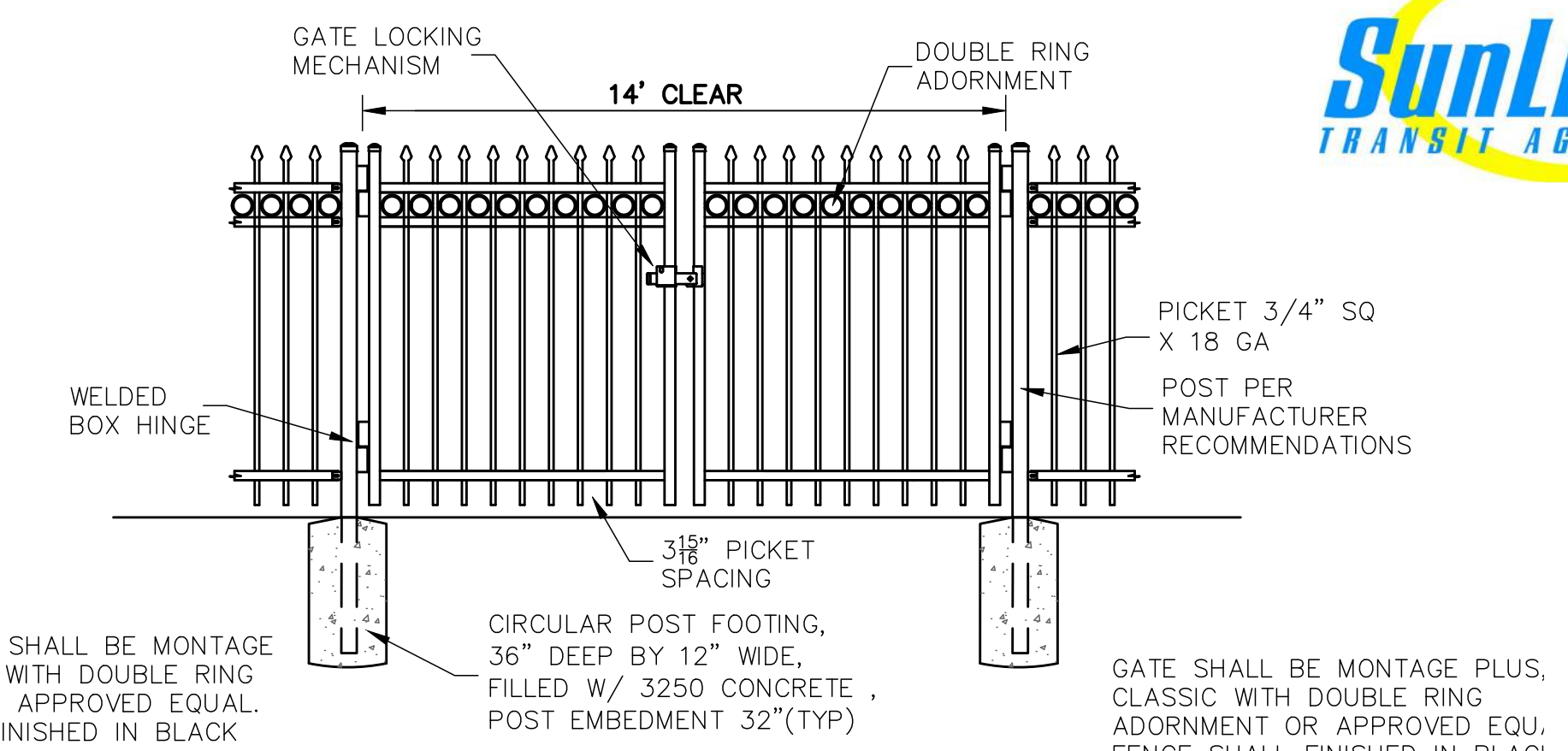
40 Τ ΟΥΟΕΣΑΠΟΕΟΑΠΟΝΑΟΕΠΟΕΠΕΣΑΠΕΔ  
ΠΥΝΑΥΑΙΟΕΣΟ



48 Τ ΟΥΟΕΣΑΠΟΕΟΑΠΟΝΑΟΕΠΟΕΠΕΣΑΠΕΔ  
ΠΥΝΑΥΑΙΟΕΣΟ



40 Τ ΟΥΟΕΣΑΠΟΕΟΑΠΟΝΑΟΕΠΟΕΠΕΣΑΠΕΔ  
ΠΥΝΑΥΑΙΟΕΣΟ



48 Τ ΟΥΟΕΣΑΠΟΕΟΑΠΟΝΑΟΕΠΟΕΠΕΣΑΠΕΔ  
ΠΥΝΑΥΑΙΟΕΣΟ

FENCE & GATE SHALL BE MONTAGE PLUS, CLASSIC WITH DOUBLE RING ADORNMENT OR APPROVED EQUI. FENCE SHALL FINISHED IN BLACK POWDER COATING.  
GATE SHALL BE MONTAGE PLUS, CLASSIC WITH DOUBLE RING ADORNMENT OR APPROVED EQUI. FENCE SHALL FINISHED IN BLACK POWDER COATING.

ΟΥΠΕΘΩΠΥΑΥΑΚΕΥΣΑΥΟΥΣΩΠΑΙΟΥΕΓΕΓΚ

1. Architectural Review 21-13 shall be valid for 12 months from the effective date of said Planning Commission approvals unless the applicant requests an extension of time and granted by the Planning Commission. The conditional use permit shall expire and shall become void one year following the date on which the conditional use became effective, unless prior to the expiration of one year a building permit is issued and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.
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. Within five business days of project approval, the applicant shall submit to the Planning Division a check made payable to the County of Riverside in the amount of \$50 for filing the CEQA Notice.
4. All plans, as shown, are considered nonconceptual, subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of the conditional use permit or architectural review.
5. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.
6. The working drawings shall include within the first four pages a list of all conditions of approval included in this resolution.

Architectural Design

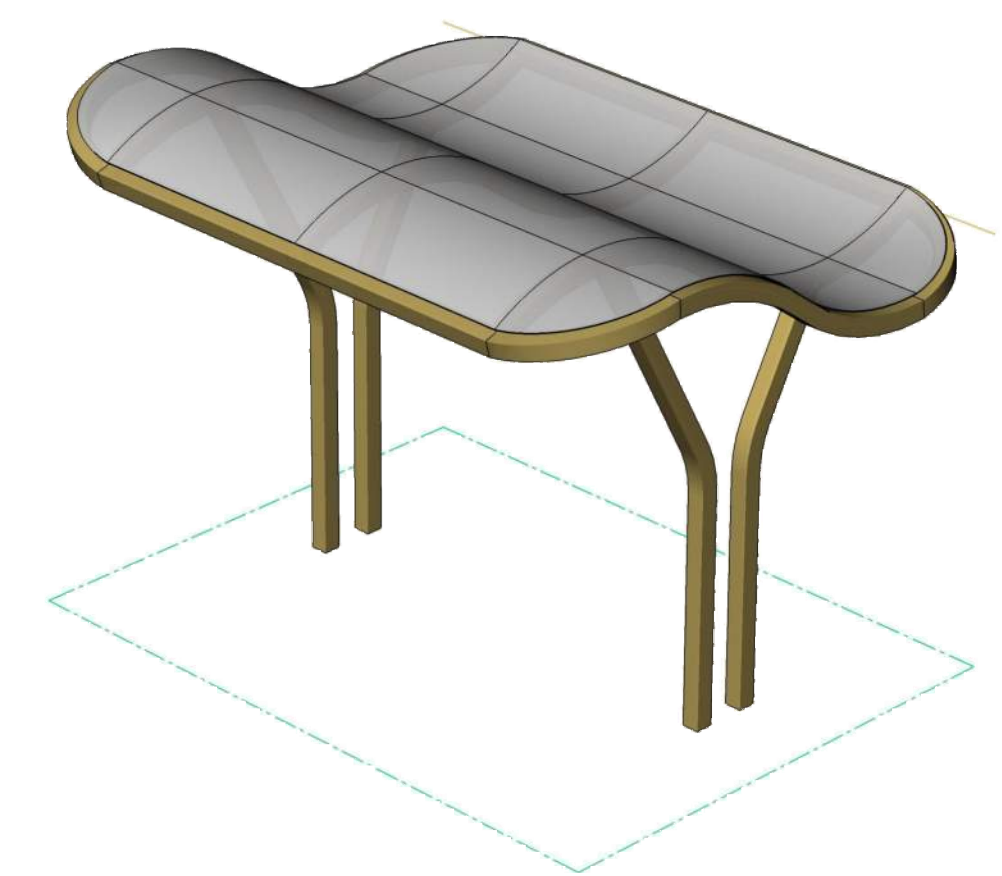
7. The applicant shall include project architectural design modifications prior to building permit submittal that include:
  - a. Ensuring sufficient window and door recesses on breakroom building.
  - b. Add stucco pattern that encapsulate the tile at the roof gables to create attractive shadow patterns to the breakroom building.
  - c. Incorporate date palm tree with the landscape design and substitute trees and plants with the types recommended in the Pueblo Viejo design guidelines.
  - d. Remove existing retention basin chain link fence and replace with decorative wrought iron fencing.
  - e. Utilize decorative window grilles and incorporate light green window color.
  - f. Add decorative lighting to the breakroom building.
8. Utilize two-piece clay tile roofing with booster tiles on the edges and random mortar packing. The mortar shall packed on 100 percent of the tiles in the first two rows of tiles and along any rake and ridge line, and packed on 25 percent of the tiles on the remaining field. Mortar packing shall serve as a bird stop at roof edges. The volume of mortar pack to achieve the appropriate thickness shall be equivalent to a 6 inch diameter sphere of mortar applied to reach tile.
9. Stucco walls shall consist of 'steel, hand trowel', smooth Mission finish and slight undulations (applied during brown coat) and bull-nose corners and edges.
10. Any proposed trash enclosures installed for the project shall be compatible architecturally with the building. The enclosure shall be constructed to Burretec Waste Management Standards and an open trellis shall be incorporated on all three proposed trash enclosures.

Public Realm/Streetscape

11. Setback the sidewalk along Cesar Chavez Street along landscape areas to create a landscape parkway to separate pedestrian traffic from street and allow for shade from afternoon sun and reduce heat island effect. Alternatively, place tree grates in proposed sidewalk area consistent with Pueblo Viejo Design Guidelines (page 4-180) that reduce heat island effect and provide shade from afternoon sun.
12. Widen 6-foot sidewalk areas to 8 feet to enhance pedestrian access.

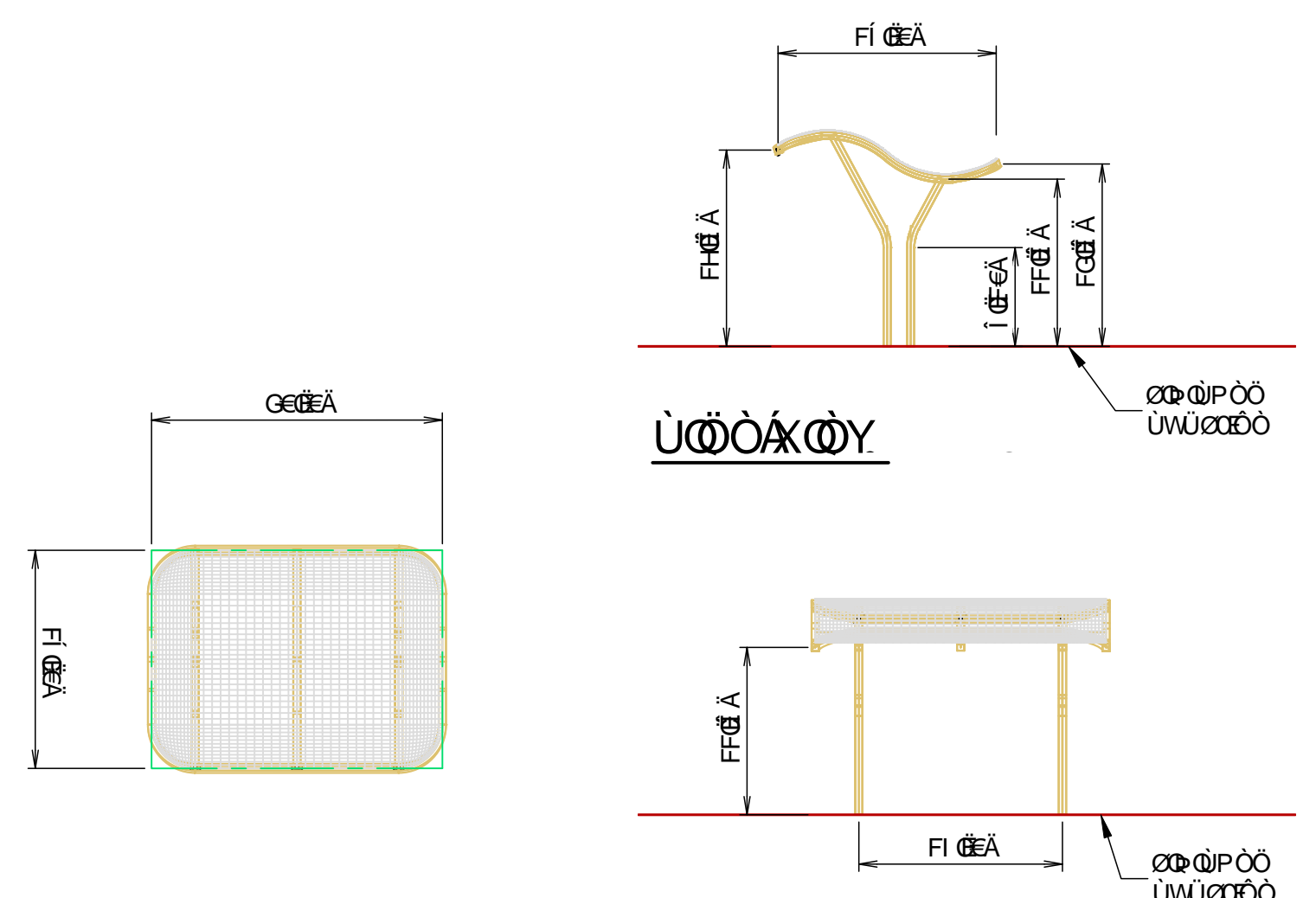
Landscaping

13. Final landscaping and irrigation plans shall be submitted to the Development Services Department for review and approval. Said plans shall conform to the landscaping plan submitted as part of the subject Architectural Review, and as conditioned herein. Landscape lighting shall be incorporated. All landscape materials shall be identified on a legend and identified graphically on a landscape plan including planting counts, tree caliper, and planted tree heights.
14. Add trees and plants at the retention basin between fencing and curb.
15. Decomposed granite for landscape areas shall be a minimum of inch.
16. Landscaping and irrigation shall be provided in accordance with Section 17.54.010(J) of the Municipal Code and in accordance with the State Model Water Efficient Landscape Ordinance (AB 1881). Water budget calculations, including the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) shall be provided as part of the landscaping and irrigation plan.
17. Combination of date palms and shade trees shall be incorporated into the landscape design which shall include Hong Kong Orchid or Chinese Elm trees, which are eligible trees in the Pueblo Viejo design guidelines. Plants shall be substituted with the succulents, shrubs, and perennials recommended in the Pueblo Viejo design guidelines.
18. The applicant shall submit, and must obtain approval from the Development Services Director, a letter from a registered landscape architect confirming that landscaping and irrigation have been installed in accordance with the approved plans prior to issuance of a certificate of occupancy. Any damaged, dead or decayed landscaping landscape areas within the remainder of the commercial center shall be replaced per approved landscape plans upon landscape inspection by the Development Services Department and prior to issuance of a certificate of occupancy/project completion.



ΟΥΣΥΟΔΝΑΟΑΩ

45 ΠΙ ΕΑΠΕΑΠΕΑΥΥΩΝΩΜΩ  
ΠΥΝΑΥΑΙΟΕΣΟ



ΥΣΑΕΑΩ

ΑΥΠΒΑΩ

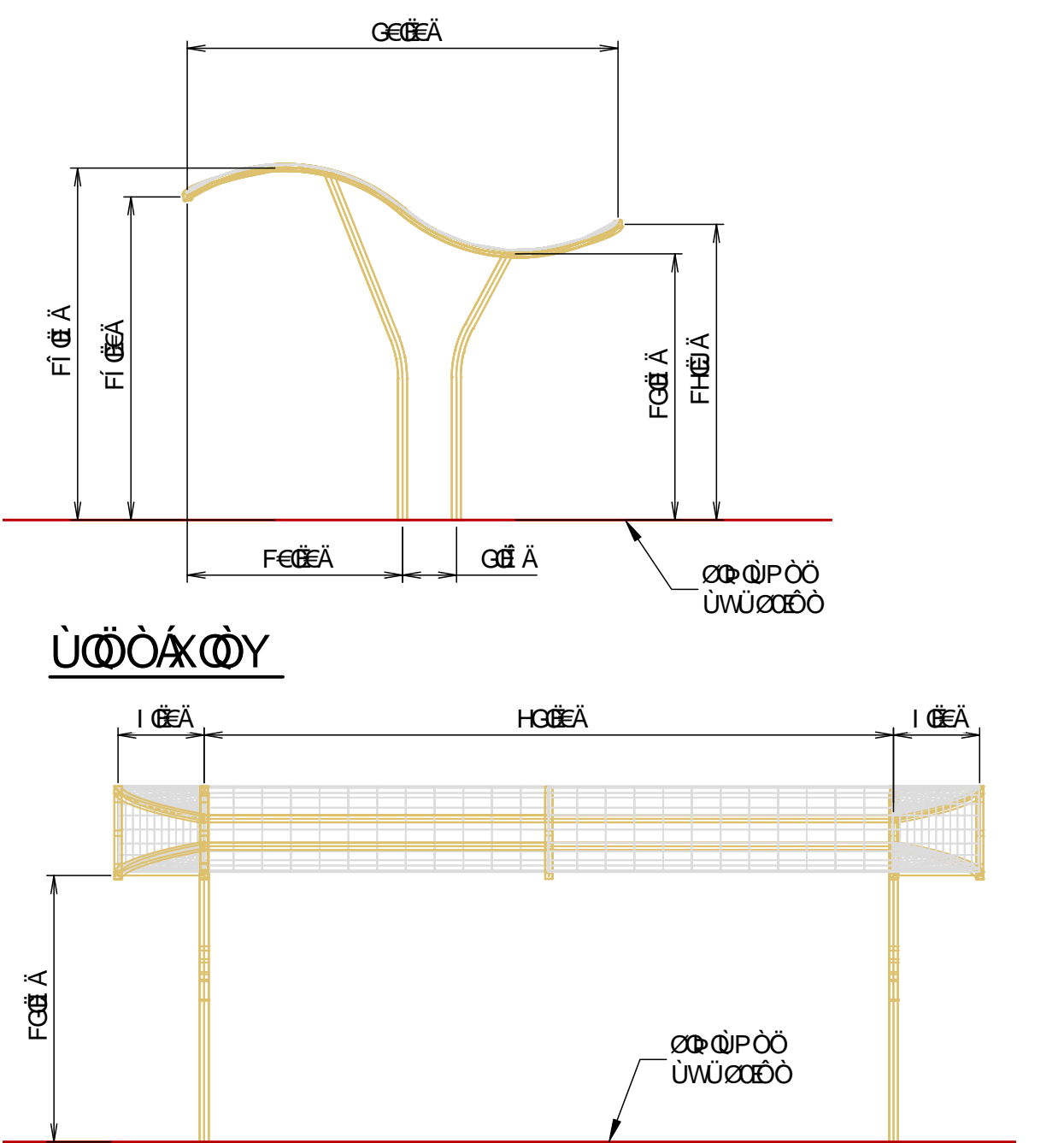
**G<589'GHF I 7 H I F 9' BCH9G**

FOOTINGS FOR THE SHADE STRUCTURES AND FULL REBAR CAGES SHALL BE DRILLED, SET AND POURED AS PER MANUFACTURER'S SPECIFICATIONS. THE SMALLER STRUCTURE SHALL HAVE 2 FOOTINGS WITH A MINIMUM 30" DIAMETER, 5' DEEP WITH A REBAR CAGE PER THE FINAL ENGINEERING DRAWINGS. THE LARGER STRUCTURES SHALL HAVE 2 FOOTINGS EACH WITH A MINIMUM 36" DIAMETER, 5' DEEP WITH A REBAR CAGE PER THE FINAL ENGINEERING DRAWINGS.

DRAWINGS PROVIDED ARE A PICTORIAL REPRESENTATION OF FABRIC AND STEEL ONLY. NONE OF THE REQUIRED ATTACHMENTS NOR CONNECTION DETAILS HAVE BEEN DEPICTED. ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK. CONTRACTOR TO PROVIDE FINAL ENGINEERING DRAWINGS FOR THE NOTED SHADE STRUCTURES IN ACCORDANCE WITH THE DETAILS HEREON AND THE SPECIFICATIONS.

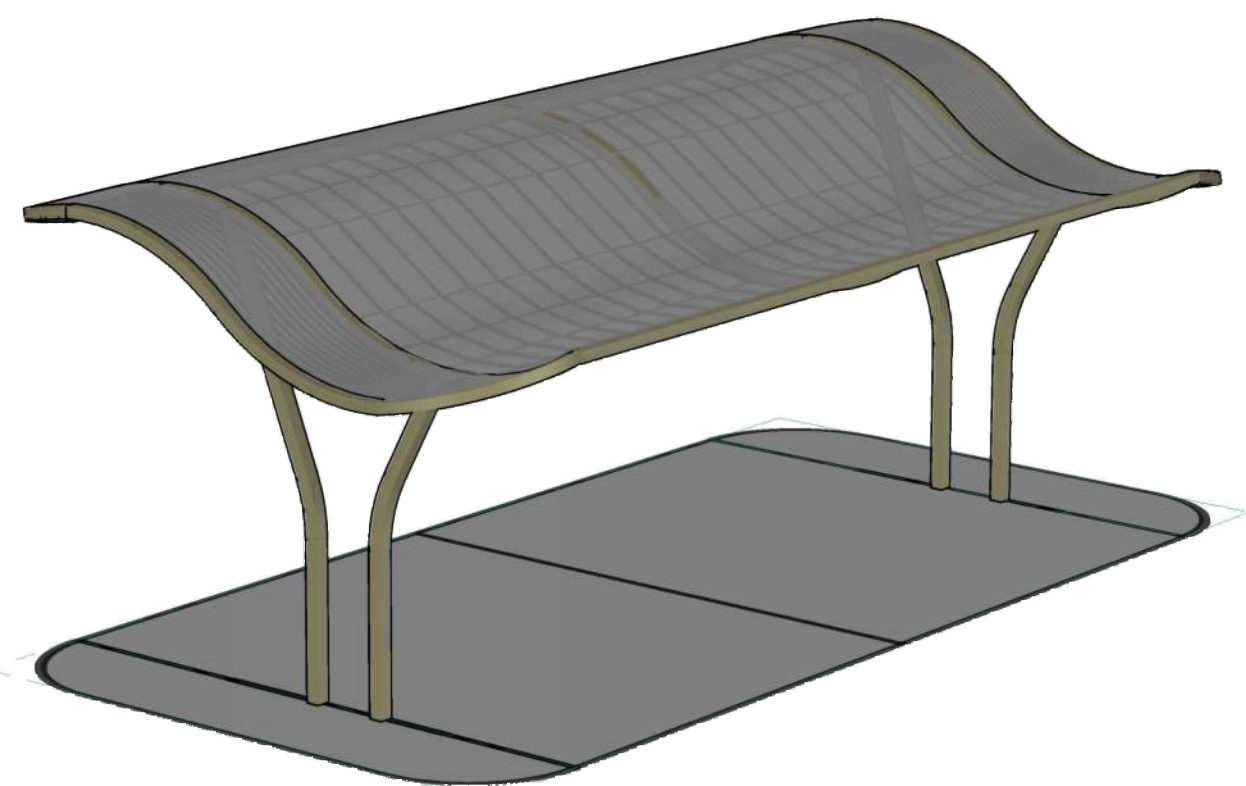
FOR PRODUCT INFORMATION ON MANUFACTURING AND INSTALLATION CONTACT USA SHADE AND FABRIC STRUCTURES, ASHLEY DONDE @ 760.250.7824, 800.966.5005 OR ASHLEY.DONDE@USA-SHADE.COM, USA SHADE STRUCTURE DRAWING NUMBER CON-JAN-079-22, PAGES 1002 (SMALL) & 1003 (LARGE).

DUE TO THE CUSTOM NATURE OF THE SHADE STRUCTURES, NO ALTERNATES OR SUBSTITUTIONS WILL BE PERMITTED.



ΥΦΟΑΩ

ΑΥΠΒΑΩ



ΟΥΣΥΟΔΝΑΟΑΩ

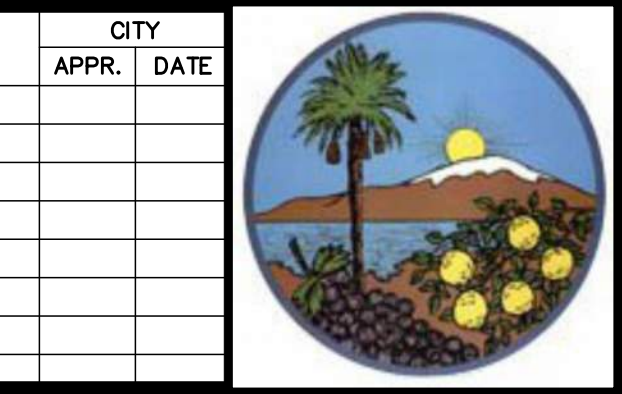
45 ΓΕΑ ΕΑΠΕΑΠΕΑΥΥΩΝΩΜΩ  
ΠΥΝΑΥΑΙΟΕΣΟ

ΠΥΝΑΥΑΙΟΕΣΟ  
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BENCHMARK: CITY OF COACHELLA 1007 ELEVATION: 437.448 DATUM: NAVD83 + 500 FEET  
DESCRIPTION: 3 1/2" BRASS DISK SET IN TOP OF THE NORTHWEST CORNER OF A 1.5 FOOT HIGH PLANTER WALL AROUND THE "CITY OF COACHELLA" MONUMENT SIGN, LOCATED 25 FEET SOUTHEAST FROM THE BEGINNING OF THE SOUTH ORB RETURN AND 35 FEET SOUTH WEST OF SOUTHERLY ORB RETURN LOCATED AT THE INTERSECTION OF GRAPEFRUIT BLVD. (HIGHWAY 111) AND CESAR CHAVEZ (HARRISON STREET).

ENGINEER	DATE	REVISIONS	CITY	DATE
BY	DATE		APPR.	DATE

APPROVED FOR CONSTRUCTION:  
ANDREW R. SIMMONS R.C.E. 72888  
DATE: 03/08/2023  
EXP. 06/30/2024



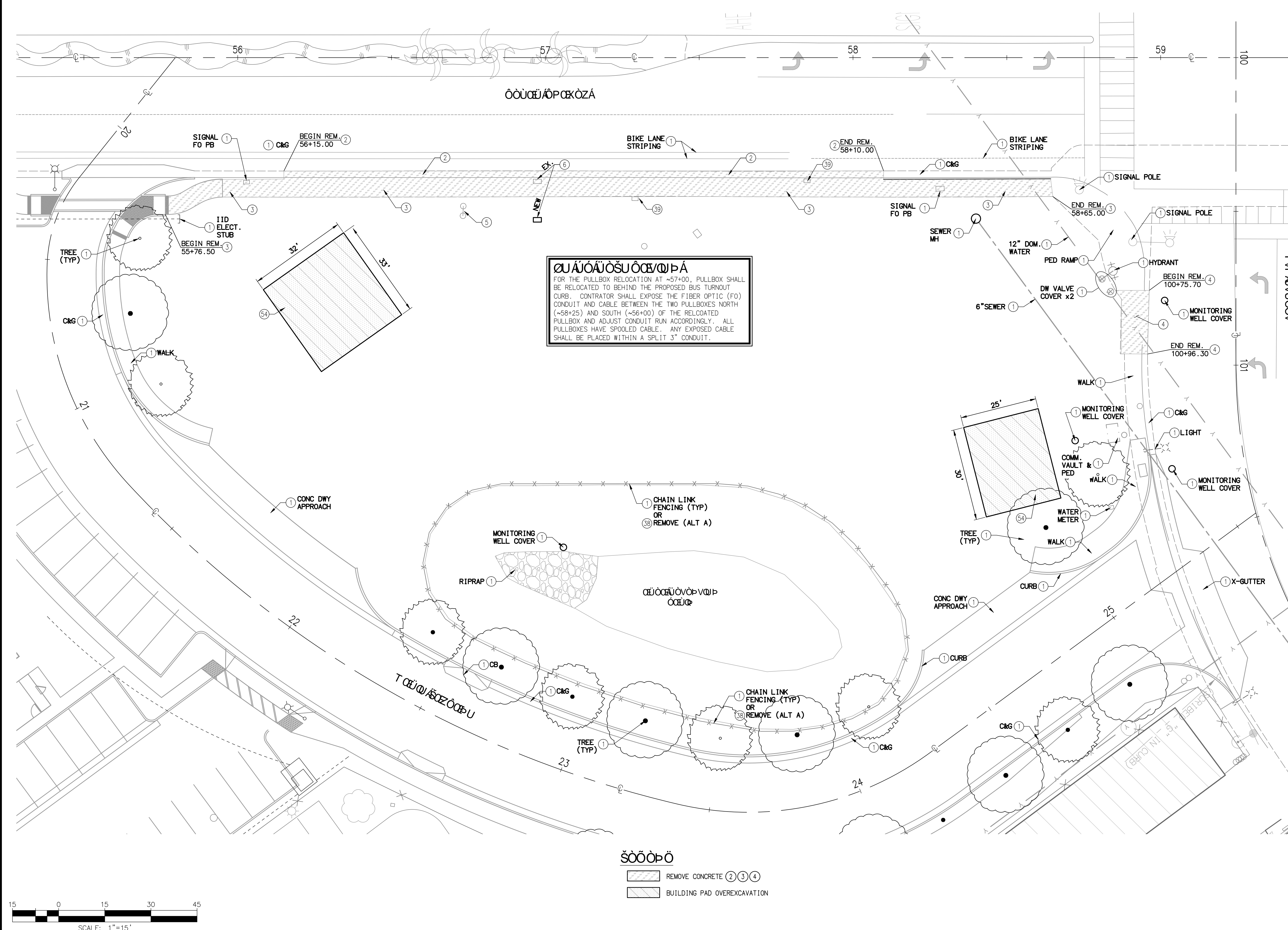
QUALITY, DEDICATION & EXPERIENCE  
**HEPTAGON SEVEN**  
PREPARED UNDER THE DIRECT SUPERVISION OF:  
BRADLEY DONAIS, R.C.E. 68828  
DATE

ΟΥΥΑΥΑΠΕΑΠΕΑΥΥΩΝΩΜΩ  
ΠΥΝΑΥΑΙΟΕΣΟ

ΟΥΥΑΥΑΠΕΑΠΕΑΥΥΩΝΩΜΩ  
ΠΥΝΑΥΑΙΟΕΣΟ

ΟΥΥΑΥΑΠΕΑΠΕΑΥΥΩΝΩΜΩ  
ΠΥΝΑΥΑΙΟΕΣΟ





ΠΡΟΣΟΧΗ  
FOR THE PULLBOX RELOCATION AT ~57+00, PULLBOX SHALL BE RELOCATED TO BEHIND THE PROPOSED BUS TURNOUT CURB. CONTRACTOR SHALL EXPOSE THE FIBER OPTIC (FO) CONDUIT AND CABLE BETWEEN THE TWO PULLBOXES NORTH (~58+25) AND SOUTH (~56+00) OF THE RELOCATED PULLBOX AND ADJUST CONDUIT RUN ACCORDINGLY. ALL PULLBOXES HAVE SPOOLED CABLE. ANY EXPOSED CABLE SHALL BE PLACED WITHIN A SPLIT 3" CONDUIT.

ΥΠΟΛΟΓΙΣΜΟΙ  
SITE GRADING OPERATIONS  
ALL SURFACE IMPROVEMENTS, DEBRIS OR VEGETATION INCLUDING GRASS, TREES, AND WEEDS ON THE SITE AT THE TIME OF GRADING OPERATIONS SHALL BE REMOVED FROM THE CONSTRUCTION AREA. PLANT ROOT BALLS SHALL BE COMPLETELY REMOVED AND ORGANIC STRIPPING SHALL BE HAULED FROM THE SITE AND SHALL NOT BE USED AS FILL MATERIAL.

THERE ARE SEVERAL GROUNDWATER MONITORING WELLS LOCATED THROUGHOUT THE SITE AS PART OF AN ENVIRONMENTAL EVALUATION OF THE EXISTING GAS STATION TO THE NORTH OF THE PROJECT. CARE SHALL BE TAKEN AS TO NOT DISTURB THE WELLS DURING CONSTRUCTION.

PRIOR TO PLACEMENT OF ANY FILL MATERIAL, THE TOP 12" OF THE EXISTING SURFACE SHALL BE REMOVED AND THE EXPOSED SURFACE SHALL BE SCARIFIED TO A DEPTH OF 8", UNIFORMLY MOISTURE CONDITIONED TO ~2% OVER OPTIMUM MOISTURE AND RECOMPACTED TO AT LEAST 90% MAXIMUM DENSITY. NATIVE SOILS MAY BE USED FOR MASS GRADING, PLACED IN 6" MAXIMUM LIFTS, UNIFORMLY MOISTURE CONDITIONED TO AT LEAST 2% OVER OPTIMUM MOISTURE AND RECOMPACTED TO AT LEAST 95% MAX DENSITY.

BUILDING PAD OVEREXCAVATION  
THE EXISTING GROUND WITHIN THE PROPOSED BUILDING PAD AREAS SHALL BE REMOVED TO 48" BELOW ORIGINAL GRADE OR 24" BELOW THE LOWEST FOUNDATION GRADE, WHICHEVER IS DEEPER, EXTENDING 5 FEET BEYOND ALL EXTERIOR WALLS INCLUDING ADJACENT CONCRETE. EXPOSED SUBGRADE SHALL BE SCARIFIED TO A DEPTH 8", UNIFORMLY MOISTURE CONDITIONED TO ~2% OVER OPTIMUM MOISTURE AND RECOMPACTED TO AT LEAST 95% MAXIMUM DENSITY.

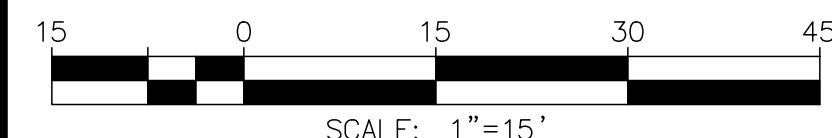
DRIVE AISLE & BUS TURNOUT  
IN ALL VEHICLE DRIVE AREAS INCLUDING THE BUS TURNOUT, THE GROUND SURFACE SHALL BE OVER EXCAVATED TO A DEPTH OF 12", UNIFORMLY MOISTURE CONDITIONED TO ~2% OVER OPTIMUM MOISTURE AND RECOMPACTED TO AT LEAST 95% MAXIMUM DENSITY.

SIDEWALK & HARDSCAPE AREAS  
IN AREAS OTHER THAN THE BUILDING PAD WHICH ARE TO RECEIVE CONCRETE SLABS, THE GROUND SURFACE SHALL BE OVER EXCAVATED TO A DEPTH OF 12", UNIFORMLY MOISTURE CONDITIONED TO ~2% OVER OPTIMUM MOISTURE AND RECOMPACTED TO AT LEAST 90% MAXIMUM DENSITY.

UTILITY TRENCH BACKFILL  
ONSITE SOIL FREE OF DEBRIS, VEGETATION AND OTHER DELETERIOUS MATTER MAY BE SUITABLE FOR USE AS UTILITY TRENCH BACKFILL. BACKFILL FOR ALL TRENCH CONDITIONS SHALL BE PLACED IN LAYERS NOT MORE THAN 6", UNIFORMLY MOISTURE CONDITIONED TO ~2% OVER OPTIMUM MOISTURE AND MECHANICALLY COMPACTED TO AT LEAST 90% MAXIMUM DENSITY EXCEPT FOR THE TOP 12" OF THE TRENCH, WHICH SHALL BE COMPACTED TO AT LEAST 95%.

A COPY OF THE GEOTECHNICAL REPORT CAN BE FOUND WITH THE BID DOCUMENTS.

- ΟΡΘΟΓΩΝΙΑ  
① PROTECT IN PLACE  
② REMOVE CURB & GUTTER  
③ REMOVE SIDEWALK  
④ REMOVE DRIVEWAY, INCLUDING GUTTER PAN, & SIDEWALK  
⑤ SALVAGE & REINSTALL STREET SIGN (2 POST)  
⑥ RELOCATE FO SIGNAL INTERCONNECT CONDUIT, CABLE & PULL BOX  
③⑧ REMOVE CHAIN LINK FENCE (ALT A)  
③⑨ REMOVE SIGNAL LOOP PULL BOX  
⑤④ 6" CL 11 CMB, 2' BEYOND BUILDING FOOTPRINT



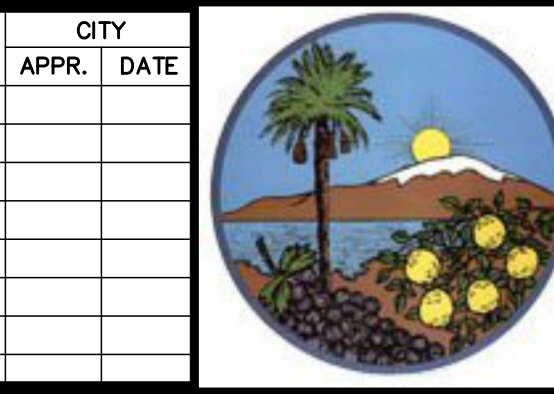
ΣΧΗΜΑΤΑ  
REMOVE CONCRETE ②③④  
BUILDING PAD OVEREXCAVATION

ΠΡΟΣΟΧΗ  
ΥΠΟΛΟΓΙΣΜΟΙ  
ΥΠΟΛΟΓΙΣΜΟΙ  
ΥΠΟΛΟΓΙΣΜΟΙ



BENCHMARK: CITY OF COACHELLA 1007 ELEVATION: 437.448 DATUM: NAVD83 + 500 FEET  
DESCRIPTION: 3 1/2" BRASS DISK SET IN TOP OF THE NORTHWEST CORNER OF A 1.5 FOOT HIGH PLANTER WALL AROUND THE "CITY OF COACHELLA" MONUMENT SIGN, LOCATED 25 FEET SOUTHEAST FROM THE BEGINNING OF THE SOUTH CURB RETURN AND 35 FEET SOUTH WEST OF SOUTHERLY CURB RETURN LOCATED AT THE INTERSECTION OF GRAPEFRUIT BLVD. (HIGHWAY 111) AND CESAR CHAVEZ (HARRISON STREET).  
BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, AS DETERMINED LOCALLY BY THE LINE BETWEEN CONTINUOUS OPERATING GPS BASE STATION STATIONS P491 AND P491, (EPOCH 2017.50) COORDINATES), AS COMPUTED AND PUBLISHED BY SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (SOPAC) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC), BEING: NORTH 78° 59' 35.49" WEST.

ENGINEER	DATE	REVISIONS	CITY	DATE
BY	DATE		APPR.	DATE



ΩΡΥΑΝΩΘΟΥ ΟΣΣΕ  
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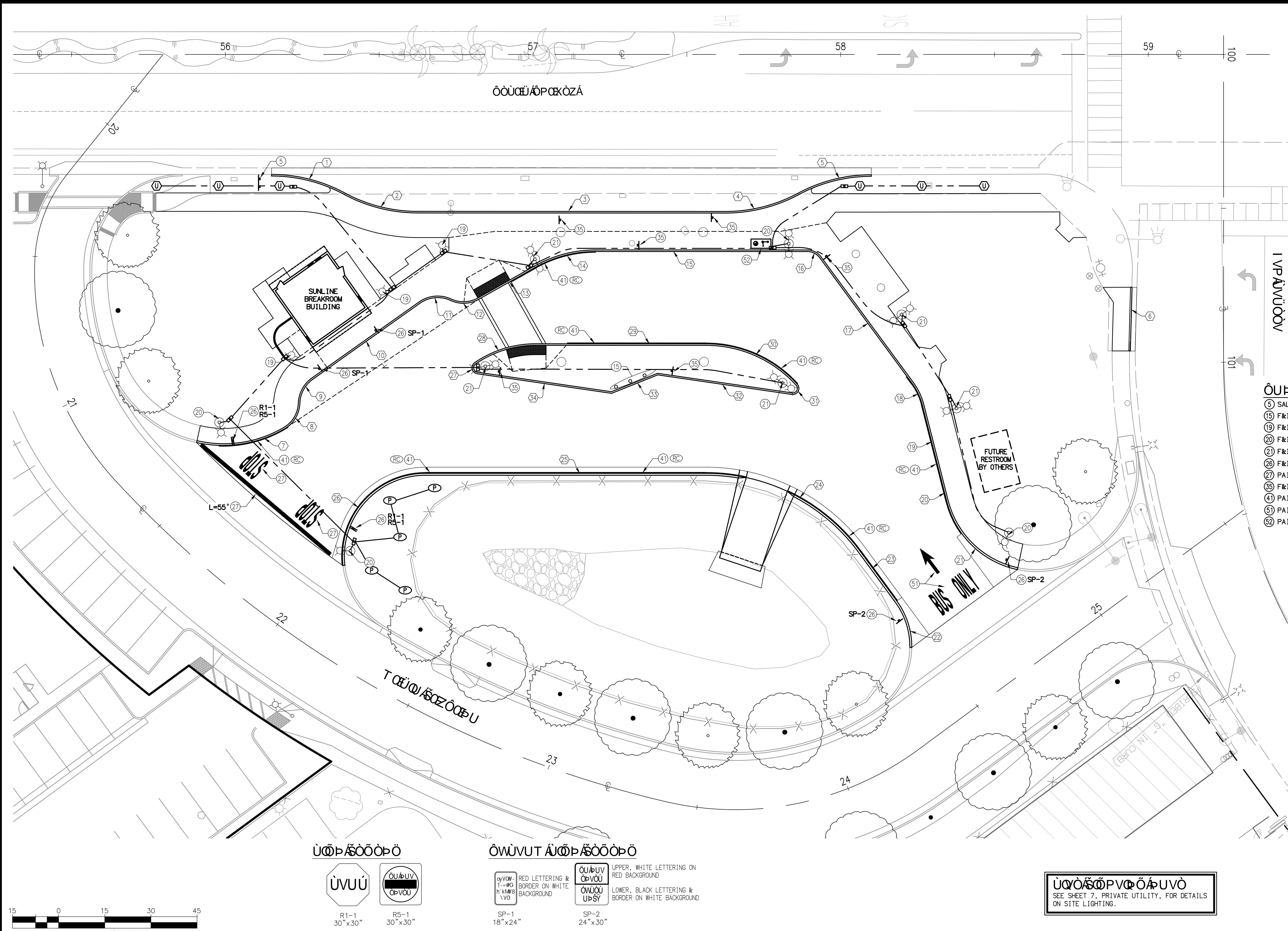
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ΥΠΟΛΟΓΙΣΜΟΙ  
ΥΠΟΛΟΓΙΣΜΟΙ  
ΥΠΟΛΟΓΙΣΜΟΙ  
ΥΠΟΛΟΓΙΣΜΟΙ



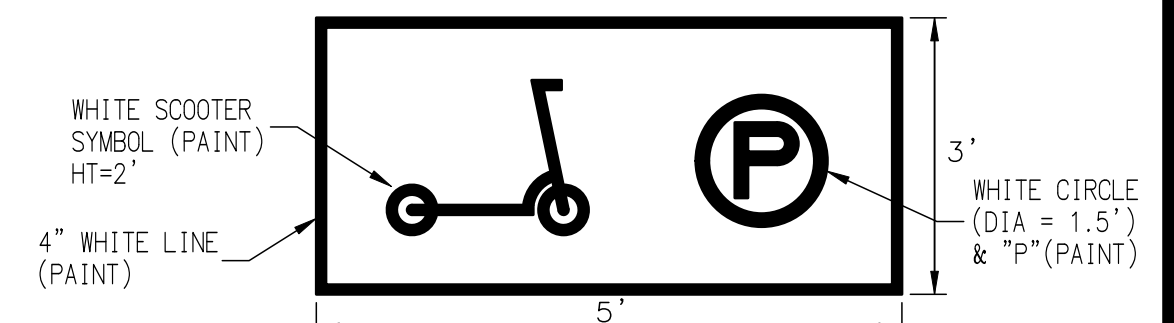






ΥΠΟΦΩΤΙΣΜΟΣ ΚΑΙ ΣΗΜΑΤΟΔΟΤΗΣΗ

- RC PAINT TOP & FACE OF CURB, RED (41)
- EXISTING SIGN (ONE POST)
- PROPOSED SIGN (ONE POST)
- RELOCATED SIGN (TWO POSTS)



52 ΟΧΗΜΑΤΑ ΜΟΝΟΧΡΩΜΑΤΙΣΜΟΥ (NOT TO SCALE)

ΣΗΜΑΤΟΔΟΤΗΣΗ

- 5 SALVAGE & REINSTALL STREET SIGN (2 POST)
- 15 F&I METAL BOLLARD PER DETAIL ON SHEET 10
- 19 F&I PARKING LOT LIGHT, POST TYPE PER DETAIL ON SHEET 10
- 20 F&I PARKING LOT LIGHT, SINGLE HEAD MAST, PER DETAIL ON SHEET 10
- 21 F&I PARKING LOT LIGHT, DUAL HEAD MAST, PER DETAIL ON SHEET 10
- 28 F&I POST & SIGN(S)
- 27 PAINT LONG STOP BAR & 2-"STOP" PAVEMENT MARKINGS PER PLAN
- 45 F&I POST AND INSTALL SUNLINE FURNISHED SIGN
- 41 PAINT TOP & FACE OF CURB, RED
- 51 PAINT "BUS ONLY" PAVEMENT MARKING & TYPE I ARROW (10') PER PLAN
- 52 PAINT SCOOTER PARKING AREA PER DETAIL ON SHEET 6

NO	BEARING/DELTA	RADIUS	LENGTH	DESCRIPTION
1	Δ=28°23'29"	50.00	24.78	BUS TURNOUT CURB
2	Δ=28°21'18"	50.00	24.74	BUS TURNOUT CURB
3	N00°13'00"E	--	100.00	BUS TURNOUT CURB
4	Δ=28°17'47"	50.00	24.69	BUS TURNOUT CURB
5	Δ=28°20'14"	49.95	24.71	BUS TURNOUT CURB
6	N88°14'57"W	--	20.70	6" C&G
7	Δ=42°22'25"	40.00	29.58	6" CURB
8	Δ=57°58'18"	10.00	10.12	6" CURB
9	Δ=52°40'09"	10.00	9.19	6" CURB
10	N35°08'29"W	--	42.68	6" CURB
11	Δ=60°09'19"	10.00	10.50	6" CURB
12	Δ=54°12'10"	10.00	9.46	6" CURB
13	N29°11'20"W	--	21.20	6" CURB
14	Δ=29°24'20"	40.00	20.53	6" CURB
15	N00°13'00"E	--	68.77	6" CURB
16	Δ=53°39'58"	5.00	4.68	6" CURB
17	N53°52'58"E	--	50.73	6" CURB
18	Δ=22°03'10"	20.00	7.70	6" CURB
19	N75°56'08"E	--	24.52	6" CURB
20	N75°56'08"E	--	8.04	6" C&G
21	Δ=35°53'39"	30.00	33.45	6" CURB SPANDREL
22	Δ=35°57'37"	25.00	16.13	6" CURB SPANDREL
23	N53°51'06"E	--	20.15	6" C&G
24	Δ=53°39'02"	62.00	58.06	6" C&G
25	N00°12'04"E	--	91.31	6" C&G
26	Δ=96°15'16"	27.00	45.36	6" C&G
27	Δ=137°20'38"	2.00	4.79	6" CURB
28	Δ=34°22'53"	35.00	21.00	6" CURB
29	N00°13'00"E	--	55.47	6" CURB
30	Δ=47°45'11"	40.00	33.34	6" CURB
31	Δ=140°31'18"	2.00	4.91	6" CURB
32	N08°29'29"E	--	44.05	6" CURB
33	N21°35'12"W	--	16.16	6" CURB
34	N08°29'29"E	--	44.10	6" CURB

ΥΠΟΦΩΤΙΣΜΟΣ

ΣΗΜΑΤΟΔΟΤΗΣΗ

UPPER, WHITE LETTERING ON RED BACKGROUND

LOWER, BLACK LETTERING & BORDER ON WHITE BACKGROUND

RED LETTERING & BORDER ON WHITE BACKGROUND

UPPER, WHITE LETTERING ON RED BACKGROUND

LOWER, BLACK LETTERING & BORDER ON WHITE BACKGROUND

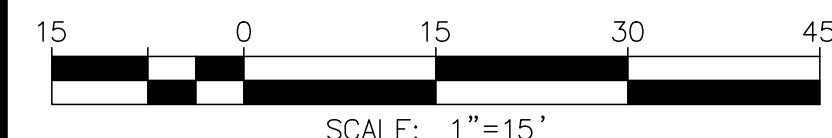
R1-1 30"x30"

R5-1 30"x30"

SP-1 18"x24"

SP-2 24"x30"

ΥΠΟΦΩΤΙΣΜΟΣ ΚΑΙ ΣΗΜΑΤΟΔΟΤΗΣΗ  
SEE SHEET 7, PRIVATE UTILITY, FOR DETAILS ON SITE LIGHTING.

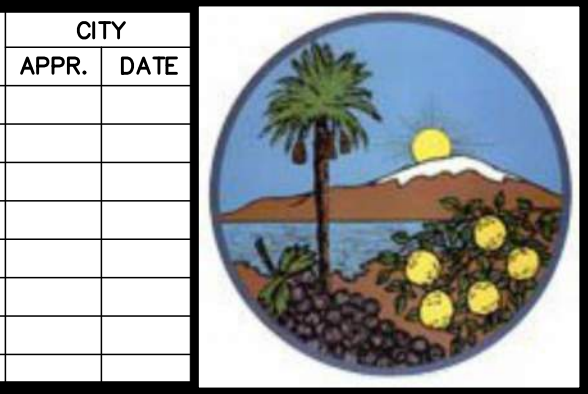


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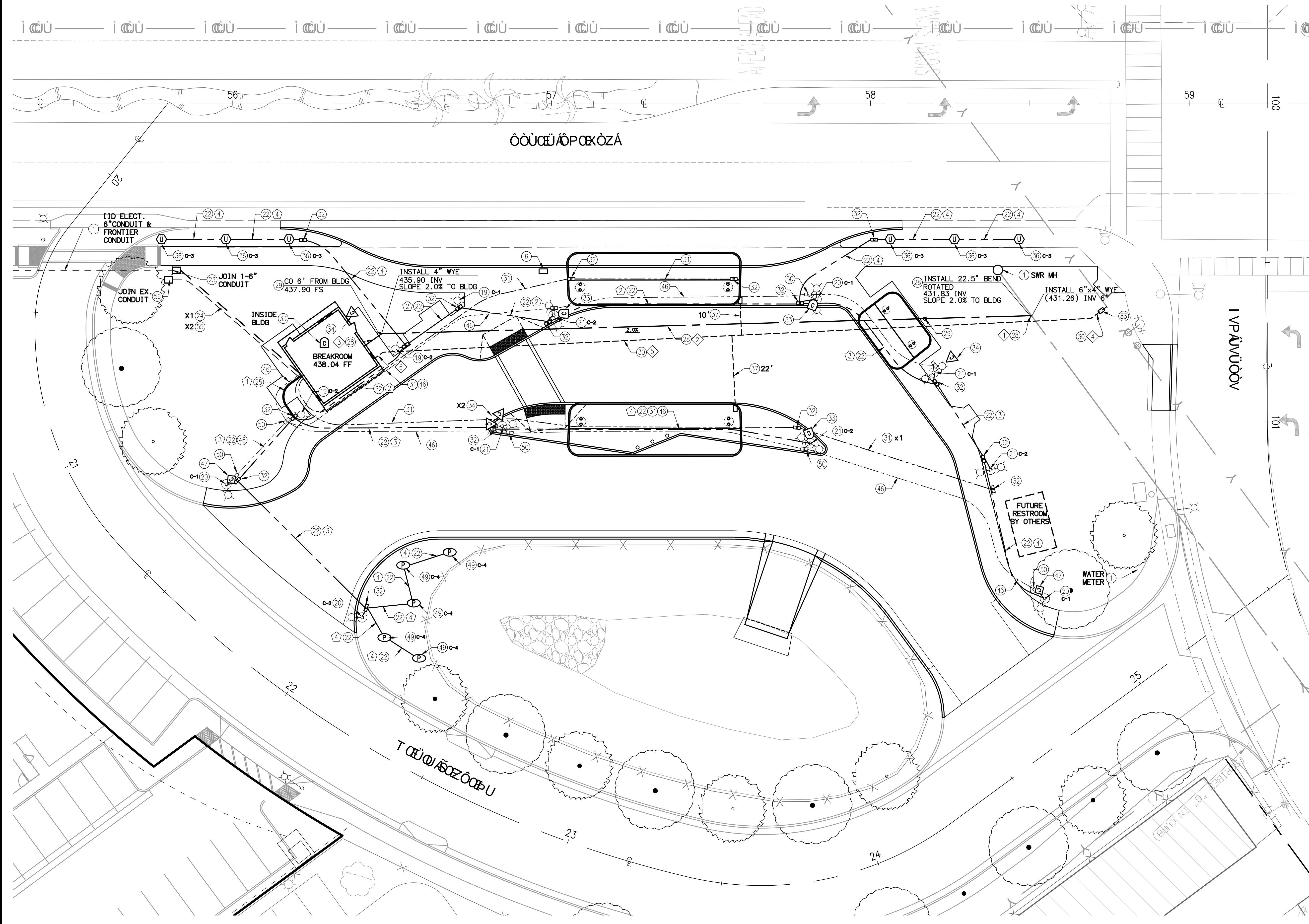
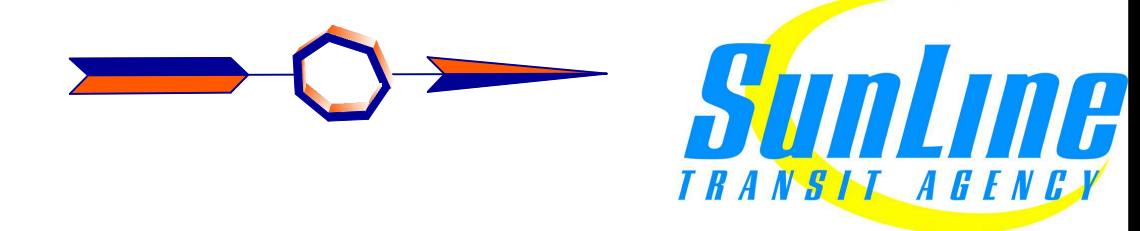


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ΟΧΗΜΑΤΑ ΜΟΝΟΧΡΩΜΑΤΙΣΜΟΥ  
ΥΠΟΦΩΤΙΣΜΟΣ ΚΑΙ ΣΗΜΑΤΟΔΟΤΗΣΗ  
P.U. & S. (SEE SHEET 7)  
ΥΠΟΦΩΤΙΣΜΟΣ ΚΑΙ ΣΗΜΑΤΟΔΟΤΗΣΗ

UPON A USE  
DATE





ΟΥΡΩΝ/ΒΑ ΩΦΘ

- 1 2" C 8# & 1#8 GND
- 2 1.5" C 6# & 1#8 GND
- 3 1.5" C 4# & 1#8 GND
- 4 1.5" C 2# & 1#8 GND

ΣΟΦΟΡΟ

- 33 360° SECURITY CAMERA
- 34 WV SECURITY CAMERA
- 47 PTZ SECURITY CAMERA
- 36 SHADE TREE UPLIGHT
- 49 PALM TREE RING LIGHT

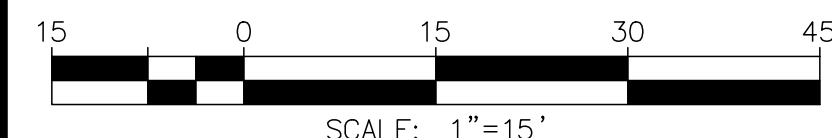
Y CΕ/ΟΥΛΟΥ ΟΥΔΕ/CE	BEARING/DELTA	RADIUS	LENGTH	NOTE
1	N08°51'08"E	---	0.48'	6" PVC SEWER
2	N01°23'29"W	---	203.48'	6" PVC SEWER
3	N35°08'29"W	---	6.78'	6" PVC SEWER
4	N36°07'02"W	---	6.20'	3/4" DW SERVICE
5	N02°32'02"W	---	226.00'	3/4" DW SERVICE
6	N35°08'29"W	---	3.81'	3/4" DW SERVICE

ΟΥΡΥΝΥΩΝ/ΡΑΥΟ

- 1 PROTECT IN PLACE
- 6 RELOCATE FO SIGNAL INTERCONNECT CONDUIT, CABLE & PULL BOX
- 19 F&I PARKING LOT LIGHT, POST TYPE PER DETAIL ON SHEET 10
- 20 F&I PARKING LOT LIGHT, SINGLE HEAD MAST, PER DETAIL ON SHEET 10
- 21 F&I PARKING LOT LIGHT, DUAL HEAD MAST, PER DETAIL ON SHEET 10
- 22 F&I 1.5" PVC CONDUIT & CONDUCTORS FOR SITE LIGHTING
- 23 F&I IID SECONDARY PULL BOX
- 24 F&I 2" SCH 40 PVC CONDUIT (IID)
- 25 F&I 2" SCH 40 PVC CONDUIT & CONDUCTORS FOR SITE LIGHTING
- 28 F&I 4" SDR-26 PVC SEWER LATERAL w/ BENDS & WYES PER COC STD. D-11
- 29 F&I 6" SEWER CLEAN OUT PER COC STD D-1
- 30 F&I 3/4" PVC SDR-21 DOMESTIC WATER SERVICE w/ BENDS PER COC STD W-8
- 31 F&I 1.5" PVC CONDUIT w/ PULL ROPE (FUTURE USE)
- 32 F&I PULL BOX (PCC) PER SPPWC STD 513-3 (ELECT)
- 33 F&I 360° SECURITY CAMERA & MOUNTING BRACKETS, PANASONIC WV-S4550L
- 34 F&I WV SECURITY CAMERA & MOUNTING BRACKETS, PANASONIC WV-S1531LN
- 36 F&I LANDSCAPE UPLIGHT PER DETAIL ON SHEET 10
- 37 F&I 3/4" PVC SDR-21 DOMESTIC WATER SERVICE w/ BENDS, END CAP & VALVE BOX (2 LOCATIONS)
- 46 F&I 1.5" PVC CONDUIT w/ CAT 5 DATA CABLE
- 47 F&I PTZ SECURITY CAMERA & MOUNTING BRACKETS, PANASONIC WV-S6530N
- 49 F&I PALM TREE RING LIGHT PER DETAILS ON SHEET 10
- 50 F&I PULL BOX (PCC) PER SPPWC STD 513-3 (DATA)
- 53 F&I 3/4" METER, METER BOX & 3/4" BACKFLOW PREVENTER PER COC STD'S W-6 & W-8, w/ COPPER PIPE FROM MAIN TO METER
- 55 F&I 3" SCH 40 PVC CONDUIT (FRONTIER)
- 56 INSTALL FRONTIER FURNISHED 2'X3' HANDHOLE

**ΟΥΡΩΝ/ΔΟΥΡΑΥΟ**  
 FOR IID SERVICE LINE CONDUIT SEE THE IID PLAN INCLUDED IN THE PROJECT SPECIFICATIONS. ALL OTHER ELECTRICAL CONDUIT (SITE LIGHTING AND FUTURE ELECTRICAL NEEDS) SHALL BE BURIED A MINIMUM OF 18" BELOW HARD FINISHED SURFACE AND 24" BELOW NON CONCRETE SURFACES. DATA CONDUIT SHALL BE A MINIMUM OF 18" BELOW FINISHED SURFACE.

**ΥΠΟΣΤΡΟΦΑΥΟ**  
 SITE AND EXTERIOR BUILDING LIGHTING SHALL BE IN CONFORMANCE WITH THE DETAIL ON SHEET 10, OR APPROVED EQUAL. FOR PRODUCT INFORMATION CONTACT STEVE KLINE @ KSS LIGHTING & CONTROL 909.793.9554 OR @ STEVE@KSSLIGHTING.COM.



**DIG ALERT**  
 DIAL BEFORE YOU DIG  
 TWO WORKING DAYS BEFORE YOU DIG  
 TOLL FREE 1-800-227-2600  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

**BENCHMARK:**  
 MONUMENT: CITY OF COACHELLA 1007 ELEVATION: 437.448 DATUM: NAVD83 + 500 FEET  
 DESCRIPTION: 3 1/2" BRASS DISK SET IN TOP OF THE NORTHWEST CORNER OF A 1.5 FOOT HIGH PLASTER WALL AROUND THE "CITY OF COACHELLA" MONUMENT SIGN, LOCATED 25 FEET SOUTHEAST FROM THE BEGINNING OF THE SOUTH CURB RETURN AND 35 FEET SOUTH WEST OF SOUTHERLY CURB RETURN LOCATED AT THE INTERSECTION OF GRAPEFRUIT BLVD. (HIGHWAY 111) AND CESAR CHAVEZ (HARRISON STREET).  
**BASE OF BEARINGS:** THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, AS DETERMINED LOCALLY BY THE LINE BETWEEN CONTIGUOUS OPERATING GPS BASE STATION STATIONS P491 AND P491, (EPOCH 2017.50) COORDINATES), AS COMPUTED AND PUBLISHED BY SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (SOPAC) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRS), BEING: **NORTH 78 59' 35.49" WEST.**

ENGINEER	DATE	REVISIONS	CITY	APPR.	DATE

BY	DATE	REVISIONS	CITY	APPR.	DATE



**ΟΥΡΑΥΔΟΥΡΟΨΣΕ**  
 APPROVED FOR CONSTRUCTION:  
 Castulo R. Estrada DATE: 2.27.23  
 CASTULO ESTRADA  
 ANDREW R. SIMMONS R.C.E. 72868 DATE: 03/08/2023 EXP. 06/30/2024



**HEPTAGON SEVEN**  
 QUALITY, DEDICATION & EXPERIENCE  
 PREPARED UNDER THE DIRECT SUPERVISION OF:  
 BRADLEY DONAIS, R.C.E. 68828

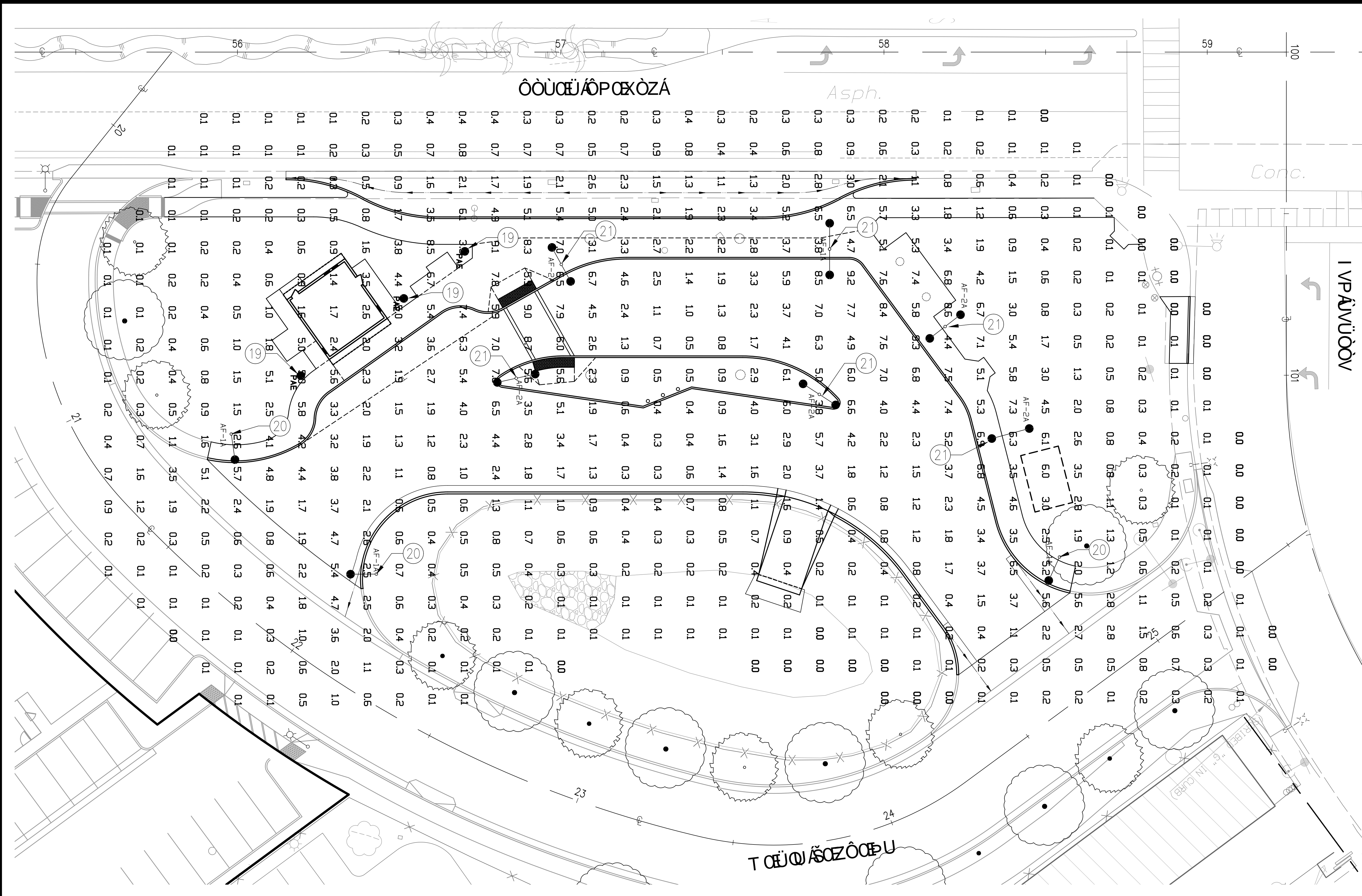
**ΟΥΡΑΥΔΟΥΡΟΨΣΕ**  
 ΟΥΡΩΝ/ΔΟΥΡΑΥΟ  
 ΟΥΡΩΝ/ΔΟΥΡΑΥΟ  
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 ΟΥΡΩΝ/ΔΟΥΡΑΥΟ

**UPC/ABUE**  
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 FF  
 UP/OUVU









G-H9 @; <H-B; BCH9  
SITE AND EXTERIOR BUILDING LIGHTING SHALL BE IN CONFORMANCE WITH THE DETAILS HEREON, OR APPROVED EQUAL. FOR PRODUCT INFORMATION CONTACT STEVE KLINE @ KSS LIGHTING & CONTROL 909.793.9554 OR @ STEVE@KSSLIGHTING.COM.

- ΟΥΡΥΝΥΩΝΦΑΨΥΟΥ
- 19 F&I PARKING LOT LIGHT, POST TYPE PER DETAIL ON SHEET 10
  - 20 F&I PARKING LOT LIGHT, SINGLE HEAD MAST, PER DETAIL ON SHEET 10
  - 21 F&I PARKING LOT LIGHT, DUAL HEAD MAST, PER DETAIL ON SHEET 10

PACIFIC LIGHTING & STANDARD  
2831 LOS FLORES BLVD.  
LYNWOOD, CA 90262  
(310)603-9344

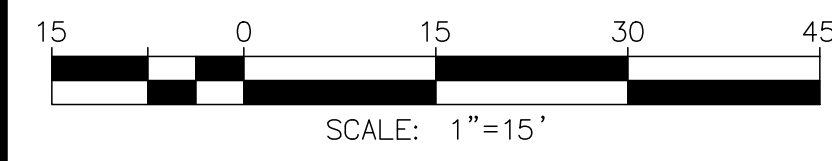
LIGHT READINGS ARE ESTIMATED LEVELS IN PRIME CONDITIONS AND SHOULD NOT BE TAKEN AS EXACT READINGS. LIGHT READINGS ARE 10 FT. APART

Target Point Set  
625 points at z=0, sp 10ft by 10ft  
HORIZONTAL FOOTCANDLES

Average	1.8
Maximum	9.9
Minimum	0.0
Avg: Min	N/A
Max: Min	N/A
Coef Var	1.22
UnifGrad	N/A

ΣΟΡΥΑΨΟΟΠΟ

- 19 PAE PAE-50-LED-MT-3-4-V-PT  
RSA-5F-12"6"-BCWO-1820  
mounting height= 12.5 ft  
number locations= 3, number luminaires= 3
- 20 AF-1A AF-TD-60-LED-MT-5-4-II-1A-BC4  
RSA-5F-22-BCWO-1820  
mounting height= 22 ft  
number locations= 3, number luminaires= 3
- 21 AF-2A AF-TD-60-LED-MT-5-4-II-2A-BC4  
RSA-5F-22-BCWO-1820  
mounting height= 22 ft  
number locations= 6, number luminaires= 12



ΠΥΟΚ  
Υ ΟΥΣΟΥΠΝΟΑΥ ΑΡΟΑΡΟΟΟΥΣΟΠΡΑΨ  
ΠΥΟΥΤ ΟΤ ΟΟΑΠΨΑΒΑΠΟΟΟΥΠΤ ΟΥ  
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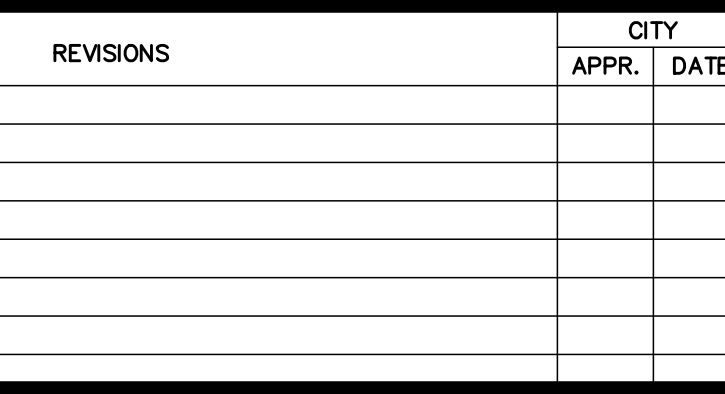
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ENGINEER	DATE	REVISIONS

CITY	DATE



APPROVED FOR CONSTRUCTION:  
ANDREW R. SIMMONS R.C.E. 72868  
DATE: 03/08/2023  
EXP. 06/30/2024

ΟΥΥΑΥΑΨΟΟΠΟΨΣΕ  
APPROVED FOR CONSTRUCTION:  
ANDREW R. SIMMONS R.C.E. 72868  
DATE: 03/08/2023  
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**HEPTAGON SEVEN**  
QUALITY, DEDICATION & EXPERIENCE  
PREPARED UNDER THE DIRECT SUPERVISION OF:  
BRADLEY DONAIS, R.C.E. 68828  
DATE: 03/08/2023

ΟΥΥΑΥΑΨΟΟΠΟΨΣΕ  
ΥΠΩΣΟΑΥΟΑΨΑΨ  
ΟΥΑΠΟΨΣΟΑΥΟΑΨΑΨ  
ΥΠΟΥΨΟΠΥΟ  
ΥΠΟΥΤ ΟΥΟΥ

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FF: UP00U







6 I=@8-B ; 'F9E I-F9A9BHG

THE FOLLOWING PROVIDES INFORMATION ON THE PROPOSED PREFABRICATED BREAKROOM BUILDING ASSOCIATED WITH THIS CONSTRUCTION PROJECT. THE PRELIMINARY BUILDING PLANS INCLUDED WITH THE PROJECT DOCUMENTS, DEPICTS THE MINIMUM FLOOR PLAN, REQUIRED ROOMS & GENERAL ROOM CONFIGURATION, AND REQUIRED EXTERIOR FINISHES.

SUNLINE TRANSIT AGENCY HAS COORDINATED ON THIS PROJECT WITH BOTH STRUCTURE CAST AND GREEN FLUSH RESTROOMS FOR DESIGN CONCEPTS ON THE PROPOSED BREAKROOM FACILITY. THE CONTACT INFORMATION FOR BOTH PREFABRICATED BUILDING COMPANIES IS AS FOLLOWS:

STRUCTURE CAST CONTACT: BRENT DEZEMBER PHONE: 661.833.4490 EMAIL: brent@structurecast.com GREEN FLUSH RESTROOMS CONTACT: DEBRA TAEVS PHONE: 360.718.7595 EMAIL: debra@greenflushrestrooms.com

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE FINAL DESIGN OF THE STRUCTURE AND ALL REQUIRED ELEMENTS, CITY PLAN REVIEW PROCESSING AND OBTAINING PERMITS FOR THE BUILDING CONSTRUCTION/INSTALLATION. THE ATTACHED PLANS FROM STRUCTURE CAST ARE PROVIDED FOR REFERENCE ON BUILDING NEEDS AND REQUIREMENTS. PLANS WILL NEED TO CONFORM TO THE LATEST CITY AND STATE BUILDING CODES AND STANDARDS. OTHER PREFABRICATED STRUCTURES SUBCONSULTANT / SUPPLIER WILL BE CONSIDERED IF THEY ARE ABLE TO MEET ALL REQUIREMENTS OF THE PROPOSED BUILDING.

THE LUMP SUM BID ITEM FOR THE BREAKROOM BUILDING SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ELEMENTS, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED THEREFORE. THE PROPOSED BUILDING SHALL MEET AND PROVIDE THE REQUIREMENTS NOTED IN THE REFERENCE PLANS AND INCLUDE THE FOLLOWING ELEMENTS:

- BREAKROOM
- CANNED LIGHTING PROVIDING SUFFICIENT LIGHTING COVER WITHIN THE BREAKROOM SPACE
- 2 UPPER CABINETS
- LOWER CABINETS WITH SINK
- 2 DOUBLE GENERAL PURPOSE ELECTRICAL OUTLETS (GPO) IN THE AREA OF THE COUNTER
- 2 SINGLE GPO'S & 1 GFI GPO ON THE CABINET WALL
- 2 SINGLE GPO'S ON THE WINDOW WALL
- 3 SINGLE GPO'S ON THE ENTRY DOOR WALL
- 2 SINGLE GPO'S ON THE BATHROOM WALL, ONE HIGH AND ONE LOW ON THE WALL
- 3 WINDOWS WITH OBSCURE, IMPACT PROTECTION GLASS
- POTABLE WATER CONNECTION AT ICE MACHINE LOCATION
- TEMPERATURE CONTROLLED SPACE, BOSCH MINI SPLIT 3-ZONE, BMS500-AA027-1CSXRA OR APPROVED EQUAL

- UNISEX RESTROOM
- 1 WASH SINK (PORCELAIN)
- 1 URINAL (PORCELAIN)
- 1 TOILET (PORCELAIN)
- 1 SOAP DISPENSER
- 1 PAPER TOWEL DISPENSER
- 1 MIRROR ABOVE SINK
- 1 BATHROOM EXHAUST FAN
- GRAB BARS PER CODE
- 1 WINDOW WITH OBSCURE, IMPACT PROTECTION GLASS
- TEMPERATURE CONTROLLED SPACE

- JANITOR'S ROOM
- MOP SINK & FAUCET
- 2 DOUBLE GPO'S, ONE HIGH AND ONE LOW ON THE EXTERIOR WALL
- SERVER RACK/CABINET, TRIPP-LITE RACK 42U ENCLOSURE, OR SUNLINE APPROVED EQUAL
- TEMPERATURE CONTROLLED SPACE

- MECHANICAL ROOM
- 200A MAIN ELECTRICAL PANEL & 50A SUB PANEL, PER IMPERIAL IRRIGATION DISTRICT (IID) STANDARDS
- EXTERIOR ACCESS DOOR w/ KEYPAD ENTRY AND (IID) LOCKBOX
- NON-TEMPERATURE CONTROLLED SPACE

- EXTERIOR
- COMBO DRINKING FOUNTAIN / BOTTLE FILLER
- DECORATIVE LIGHT X2, SNOC MILAN OR APPROVED EQUAL
- TWO TONED STUCCO FINISH (BROWN AND TAN)
- STUCCO SHADOW TILE EDGE TREATMENT AT GABLE ENDS (RAKING)
- METAL WINDOW TREATMENT
- STUCCO POP OUTS
- LED ELECTRONIC MESSAGE BOARD WITH DATA & ELECTRICAL CONNECTION, CONNECTPOINT 38" DISPLAY, CP-38D
- PANASONIC WV-S1532LN SECURITY CAMERA w/ MOUNTING BRACKET FOR INSTALLATION ON EXTERIOR OF BUILDING BY MAIN ENTRANCE DOOR
- MOSAIC TILE ELEMENTS; CONTRACTOR TO PROVIDE SHOP DRAWING OF A SPANISH COLONIAL REVIVAL ARCHITECTURE TILE LAYOUT FOR SUNLINE AND CITY APPROVAL.
- COACHELLA TRANSIT HUB SIGN TILE; CONTRACTOR TO PROVIDE SHOP DRAWING OF A SPANISH COLONIAL REVIVAL ARCHITECTURE TILE SIMILAR TO THE MOSAIC TILE ELEMENTS WITH "COACHELLA TRANSIT HUB" TEXT FONT OF LUCIDA SANS, FRANCISCO LUCAS OR SIMILAR FOR SUNLINE AND CITY APPROVAL.

- BUILDING EQUIPMENT
CONTRACTOR TO FURNISH AND INSTALL THE FOLLOWING EQUIPMENT:
- FOB ENTRY @ MAIN DOOR, HID RP40 & OPEN OPTIONS ACCESS TECHNOLOGY SSP-D2 CONTROLLER
- FIRE DEPARTMENT KNOX BOX
- IID KNOX BOX
- PANASONIC 360° SECURITY CAMERA, WV-S4550L, INTERIOR OF BREAKROOM, CENTER OF ROOM
- MINI SPLIT HVAC, BOSCH MINI SPLIT 3-ZONE, BMS500-AA027-1CSXRA OR APPROVED EQUAL
- SERVER RACK, GROUND MOUNTED TRIPP SMARTRACK ENCLOSURE SERVER CABINET 42U (SR42UB), OR SUNLINE APPROVED EQUAL

- CONTRACTOR TO FURNISH AND SUNLINE TO INSTALL THE FOLLOWING EQUIPMENT
- HPE PROLIANT DL380 GEN 10 PLUS, 4310 CPU @ 2.1 GHz, 12 CORE 1P 32GB-R MR4161-a NC 8SFF 800W PS SERVER, OR SUNLINE APPROVED EQUAL

6 I=@8-B ; 'H@= ; <H-B ; 'BCH9

EXTERIOR BUILDING LIGHTING SHALL BE IN CONFORMANCE WITH THE DETAILS HEREON, OR APPROVED EQUAL. FOR PRODUCT INFORMATION CONTACT STEVE KLINE @ KSS LIGHTING & CONTROL 909.793.9554 OR @ STEVE@KSSLIGHTING.COM.



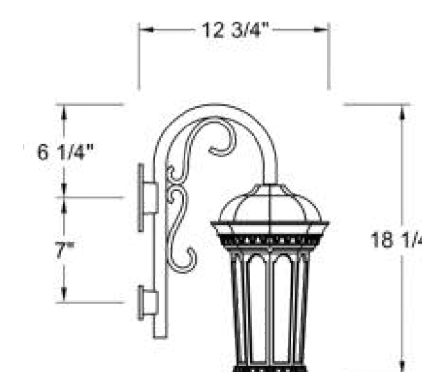
CAT.No: 10323-WP09 LD10 TYPE: PROJECT: CUSTOMER: DATE: QUANTITY: SALES REP: CUSTOMER APPROVAL: DATE:

IMAGE

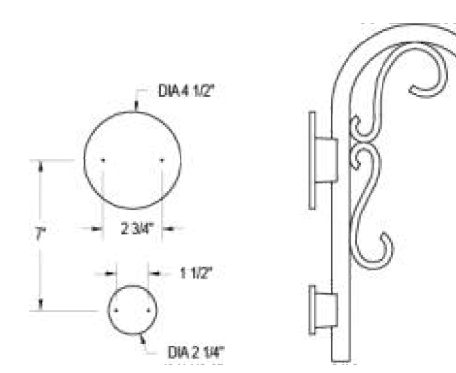


The photo shown here does not necessarily depict your selection of mounting assembly, size, color or glass; it only shows one of many possible combinations.

DIMENSIONS



MOUNTING PLATE DETAILS



The drawings shown here don't show all details.

COLLECTION: MILAN DESCRIPTION: WALL MOUNT DOWNLIGHT WITH OPEN BOTTOM

MODEL: 10393-30393 SIZE : SMALL GLASS PANEL : (WP) WHITE POLYCARBONATE FINISH : (09) ARCHITECTURAL BROWN LAMP SOURCE: LED LIGHTING POWER: (LD10) 750 LUMENS, 3500K

MECHANICAL All SNOC fixture components are manufactured with A-356 or A-413 cast aluminum with less than 0.2% copper and resisting oxidation. FINISHES All solid and antique finishes are obtained using polyester or polyurethane powder coatings with UV resistance properties, suitable for outdoor use. WARRANTY Lifetime warranty on all cast aluminum components and on LED boards. (SNOC guarantees availability of all aluminum parts for 20 years.) 5-year warranty against paint peeling and fading, and also on LED driver. 2-year warranty on Metal Halide, High Pressure Sodium and Compact Fluorescent ballasts. CERTIFICATION All SNOC fixtures are certified Intertek as per the applicable CSA and UL standards.



6 I=@8-B ; 'F9B89F-B ;

DF9! : 56'6 I=@8-B ;

THE FLOORPLAN OF THE FINAL BUILDING SHALL SUBSTANTIALLY MATCH THE FLOORPLAN PROVIDED HEREIN. ALL CHANGES (APPROVED EQUAL) TO THE FLOORPLAN SHALL BE REQUESTED DURING THE BIDDING PROCESS FOR AGENCY APPROVAL.

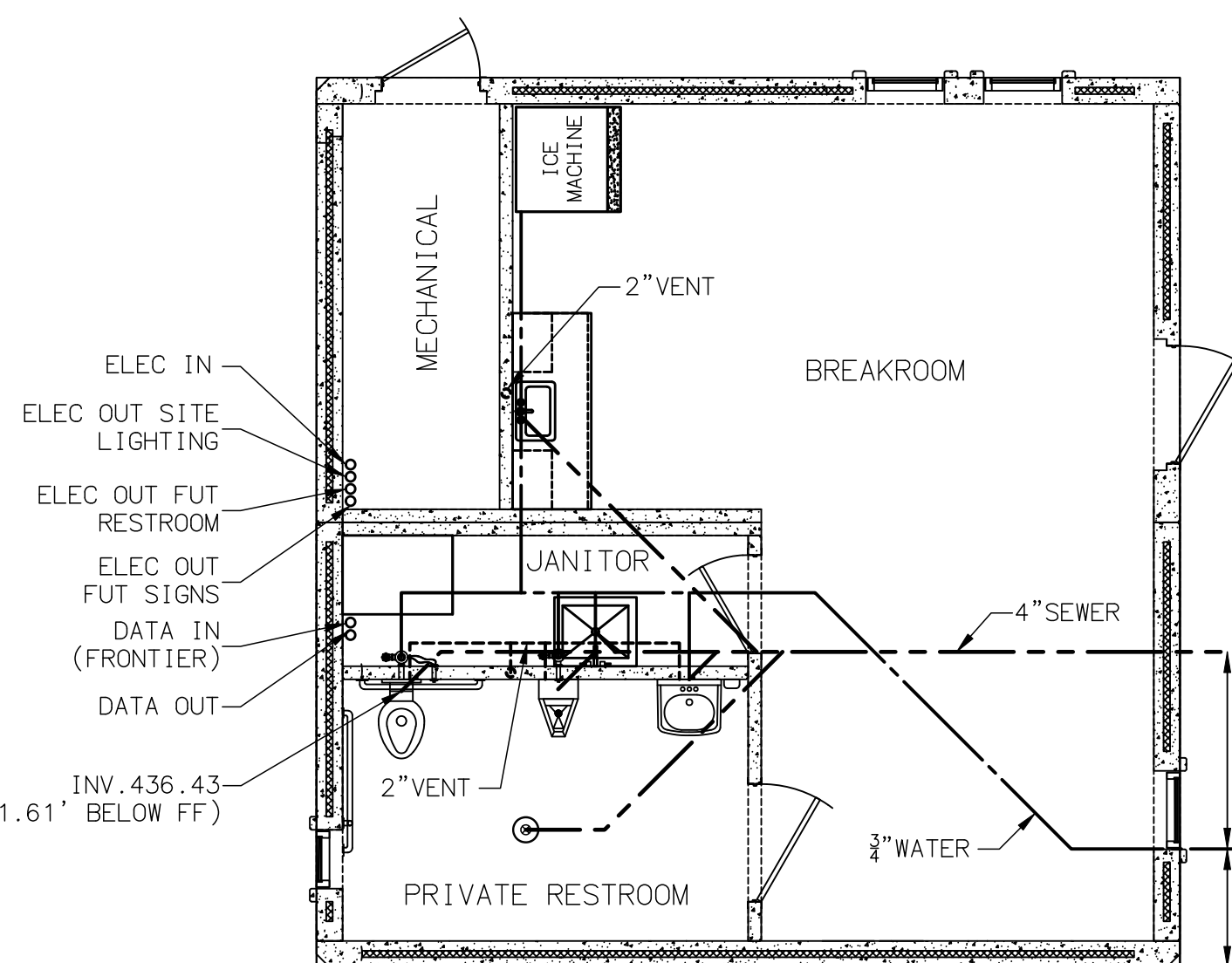


EXHIBIT PROVIDED FOR BIDDING ONLY.

FINAL UTILITY LINES PLACEMENT SHALL BE IN ACCORDANCE TO THE FINAL BUILDING FLOORPLAN. CONTRACTOR SHALL COORDINATE THE REQUIRED POINT OF CONNECTIONS FOR SEWER AND WATER WITH THE PROPOSED EXTERIOR SERVICE LINE POINT OF CONNECTIONS. ALL PLUMBING SHALL CONFORM TO THE LATEST CA UPC.

MAINTAIN A 2% MINIMUM SLOPE ON ALL UNDER SLAB SEWER LINES.

SEWER LINE & SEWER CLEAN OUT. SEE PRIVATE UTILITY SHEET FOR CONTINUATION. WYE INV. 435.90' (2.14' BELOW FINISHED FLOOR). SEWER C.O. ~5.5' FROM BUILDING.

WATER LINE. SEE PRIVATE UTILITY SHEET FOR CONTINUATION.

6 I=@8-B ; 'IH@-HM'D@5B

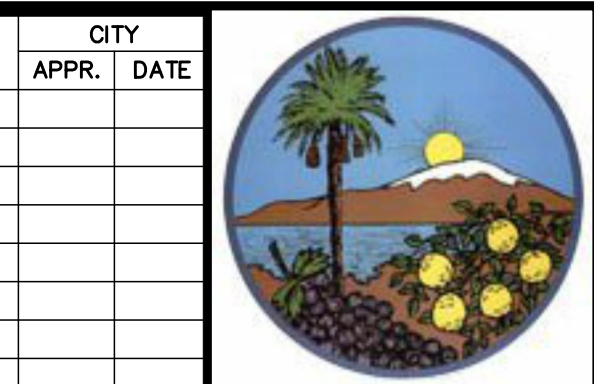
DIGALERT logo and text: DIAL BEFORE YOU DIG, TWO WORKING DAYS BEFORE YOU DIG, TOLL FREE 1-800-227-2600

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Table with columns: ENGINEER, BY, DATE, REVISIONS

Table with columns: CITY, APPR., DATE



APPROVED FOR CONSTRUCTION: ANDREW R. SIMMONS R.C.E. 72888 DATE: 03/08/2023 EXP. 06/30/2024

Professional Engineer Seal: BRADLEY J. DONAIS, No. 68828, CIVIL, STATE OF CALIFORNIA

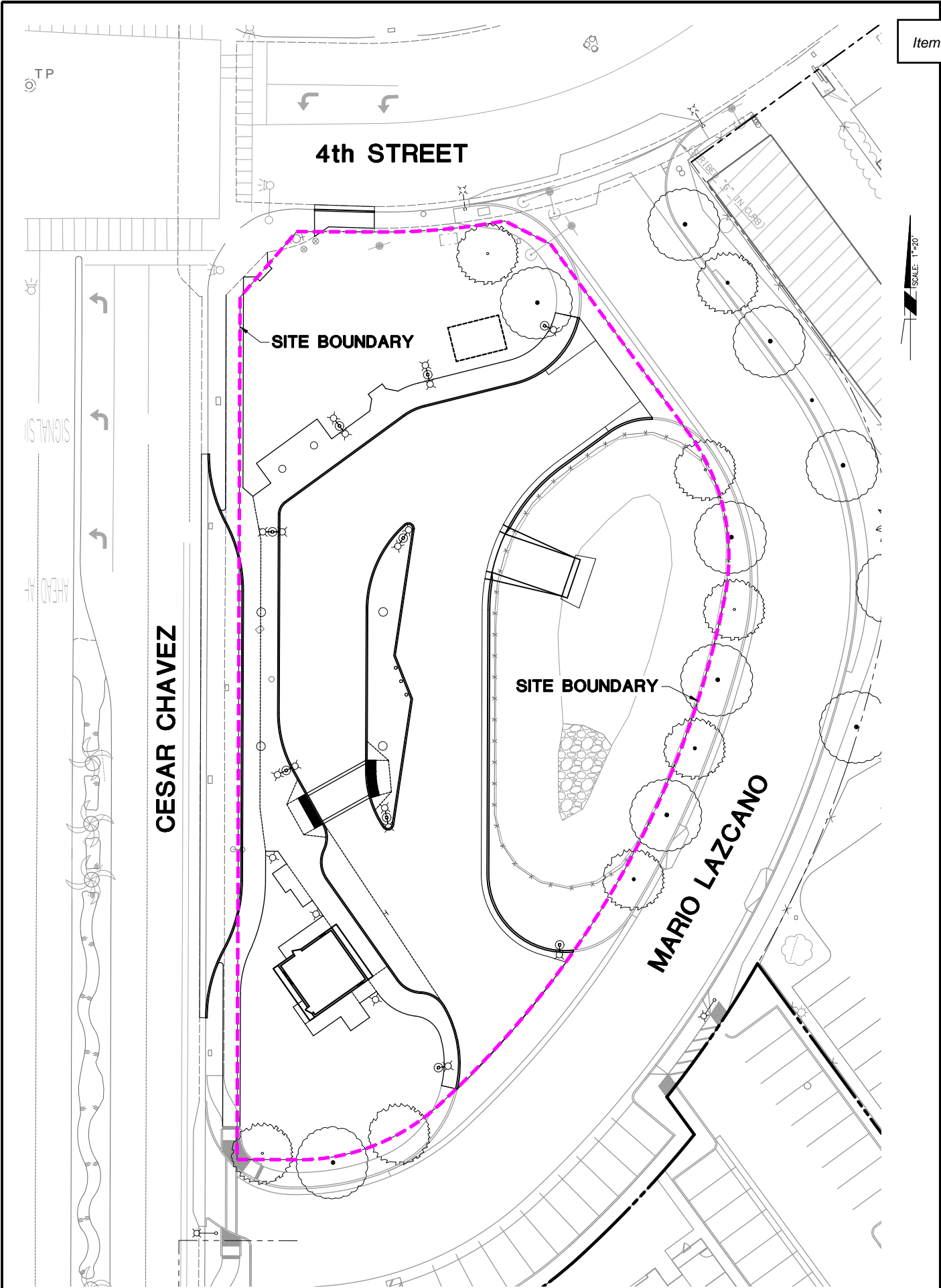
HEPTAGON SEVEN logo and text: QUALITY, DEDICATION & EXPERIENCE, PREPARED UNDER THE DIRECT SUPERVISION OF: BRADLEY DONAIS, R.C.E. 68828

FF logo and text: QUALITY, DEDICATION & EXPERIENCE, PREPARED UNDER THE DIRECT SUPERVISION OF: BRADLEY DONAIS, R.C.E. 68828

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Exhibit "C"  
SURVEY OF LEASED PREMISES







**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Cástulo R. Estrada, Utilities Manager

**SUBJECT:** Proposal for Coachella Sanitary District Tyler Street Capacity Improvements for on-call Professional Services with Dudek in the amount of \$142,808.00.

**STAFF RECOMMENDATION:**

Authorize the City Manager to use the on-call Professional Service Agreement with Dudek in the amount of \$142,808.00 for engineering design and construction support services for the Tyler Street Capacity Improvements S-18.

**BACKGROUND:**

The City of Coachella sewer system also known as the Coachella Sanitary District consists of sewers that collect local flows generated from the City's residential, commercial, and industrial areas and other areas outside the city limits and discharge to the City's wastewater treatment plant on Avenue 54 with a capacity of 4.5 million gallons per day.

The Coachella Sanitary District's collection system includes about 100 miles of sanitary sewers ranging in size from 4 inches to 54 inches in diameter. The system has about 1,700 manholes and two main pump stations.

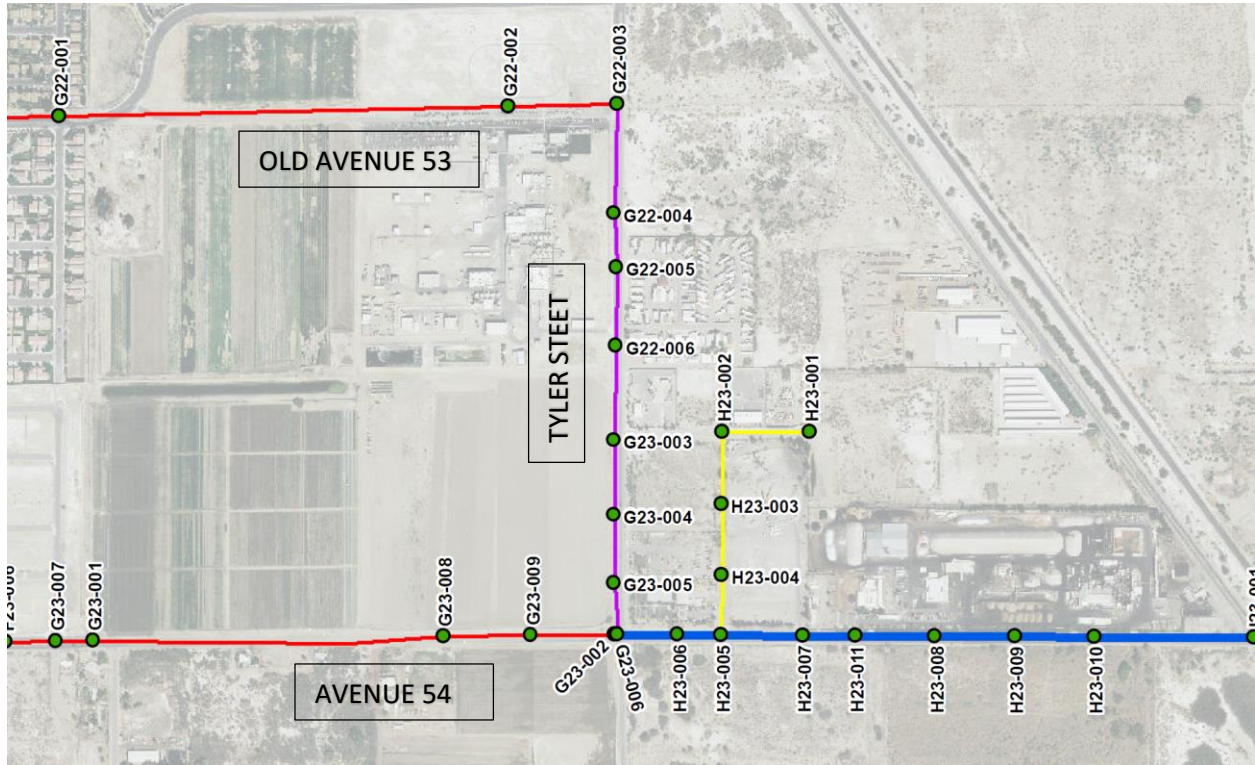
**DISCUSSION/ANALYSIS:**

In 2015 the City of Coachella through its Coachella Sanitary District completed the City of Coachella 2015 Sewer Master Plan. The Master Plan evaluated the system capacity at that time and identified existing and future deficiencies in the collection system as a result of future developments through year 2040 planning horizon, the Plan sized pipes and pump stations to convey 2040 peak flows and prioritized phased recommended improvements.

The section on Tyler Street between Avenue 53 and Avenue 54 is priority one on the Master Plan, the pipe has exceeded its design criteria and is beginning to surcharge due to lack of capacity. This section of pipe continues to receive upstream flows from developments that are being completed in the northern service areas.

Figure – 1 shows the section of Tyler Street (G22-003 – G23-006), approximately 2,663 linear feet of 8" diameter sewer that the Master Plan recommends be replaced with a new 15" diameter sewer main to increase capacity to meet the District's design criteria and accommodate future flows.

Figure – 1



**FISCAL IMPACT:**

The project will be funded from the approved on-call engineering services budget. The funds will be allocated from the Sewer Connection Fund (360) attributed to CIP S-18 which appropriated \$60,000 in budget FY23/24. Staff requests an additional \$82,808.00 is authorized from the (360) to fully fund this proposal.

The Utilities Department has \$2.2 million of ARPA funding set aside for Utility Projects. We estimate that \$1.5 million will be encumbered for the construction of this project. Our goal is to complete design by June 2024 and begin construction shortly thereafter.

**ATTACHMENTS:**

- 1. Dudek Proposal
- 2. Dudek On-call Services PSA

November 17, 2023

Castulo Estrada  
 Utilities Manager  
 Coachella Sanitary District  
 87075 Avenue 54  
 Coachella, California 92236

**Subject: Proposal for Coachella Sanitary District Tyler Street Sewer Capacity Improvements**

Dear Mr. Estrada,

Dudek is pleased to submit this proposal to the Coachella Sanitary District (District) for engineering design and construction support services for the Tyler Street Sewer Capacity Improvements project. The proposed project aims to address limited capacity in a section of sewer main along Tyler Street, between Avenue 53 and Avenue 54 in the City of Coachella, CA, identified as project ID E1 in the District’s 2015 Sewer System Master Plan.

Approximately 2,663 LF of existing 8” diameter sewer main will be replaced with new 15” diameter sewer main, as shown in **Figure 1**, to increase capacity to meet the District’s current design criteria. Based on a preliminary review of the sewer alignment, the new sewer will be constructed in parallel to the existing sewer to minimize the need for sewer bypass pumping. The new sewer will tie into the existing manholes at both ends of the alignment. Based on the information available, it appears the construction work will be within the paved area of Tyler Street. The new sewer will be designed in accordance with District sewer design criteria and standard drawings.



*Figure 1: Sewer Replacement Location*

Dudek understands that the District has received American Rescue Plan Act (ARPA) funding for this project and is required to complete design and begin construction by the end of 2024. Our project approach is informed by the need to complete design in an expedited fashion; a schedule indicating completion of design in June of 2024 is included in the latter sections of this proposal.

Following an in person kick off meeting with District staff, Dudek will conduct field investigation to take photos and measurements of the existing alignment. Dudek will utilize local sub consultants to develop project background information including a geotechnical investigation (Gecon, Inc), survey (NV5), and potholing of utility crossings (CV-Pipeline). Based on the acquired background information, Dudek will prepare a preliminary horizontal sewer alignment (30% Design Submittal) for review and acceptance by the District. After District comments are incorporated into the preliminary alignment and the alignment has been accepted, Dudek will prepare 90% and 100% design document submittals.

Based on the size, purpose, and location of the project within existing paved areas we believe the project is categorically exempt from CEQA. We have included a task to have Dudek environmental staff validate this assumption based on the proposed alignment and assist the District in preparation of a Notice of Exemption (NOE) for the project.

Dudek’s project manager, Ian Crano, PE, will serve as the point of contact for the District and Charles Greely, PE, will provide project oversight as the project Principal. This letter outlines our anticipated scope to provide engineering design services for the subject project and includes our assumptions of the level of effort required.

## Scope of Work

### Task 1: Project Management and Meetings

- Preparation of monthly invoices and progress reports.
- Monthly budget and schedule tracking.
- Regular communication between the Dudek project manager, District, and project team.
- Facilitation of quality control reviews for deliverables.
- Meetings:
  - Kickoff Meeting: In person kick off meeting including Dudek project manager, project engineer and appropriate District engineering, management, and operations staff. The meeting will be followed by a site visit.
  - 30% design review meeting: Zoom meeting to review the 30% design submittal and District comments.
  - 90% design review meeting: Zoom technical report meeting to review the 90% design submittal and District comments.

**Deliverables:**

- Meeting agendas in hard copy format for in person meetings and PDF for online meetings.
- Meeting minutes in PDF format for all meetings.

### Task 2: Data Request and Review

- Review sewer as-built drawings.
- Perform utility research in the vicinity of the project.
- Geotechnical investigation and report.
- Survey of the proposed alignment.
- Potholing of utility crossings.

**Deliverables:**

- Geotechnical Report in PDF format.
- Pothole Report in PDF format.

**Assumptions:**

- Fifteen (15) pothole locations are assumed.

### Task 3: Engineering Design Services

- Prepare a preliminary design submittal including 30% drawings showing the proposed horizontal sewer alignment, technical specifications table of contents with proposed specification sections, and construction cost estimate (Class 4).

- Prepare a 90% design submittal based on comments provided by the District on the 30% design comments, including the following:
  - 90% drawings including general, civil (plan and profile), and detail sheets.
  - 90% technical specifications. The specifications will be provided in Construction Specifications Institute (CSI) format. Dudek will utilize the District’s “front-end” Contract Documents, Division 1 specifications (if available), and other related District specifications.
  - 90% construction cost estimate (Class 3).
  - CEQA exemption verification and assistance in District preparation of NOE.
- Prepare a 100% design submittal based on comments provided by the District on the 90% design comments, including the following:
  - 100% design drawings.
  - 100% technical specifications.
  - 100% construction cost estimate (Class 2).
- Prepare bid ready documents based on the accepted 100% design submittal, including the following:
  - Final drawings including general, plan and profile, and detail sheets.
  - Final technical specifications.
  - Final construction cost estimate (Class 2).

**Deliverables:**

- 30% Design drawings in PDF format.
- 90% Design drawings, 90% specifications, and 90% construction cost estimates, in PDF format.
- 100% Design drawings, 100% specifications, and 100% construction cost estimates, in PDF format.
- Bid ready design drawings and specifications in PDF format. Native files will be provided.
- Comment logs with responses for each submittal in PDF format.

**Assumptions:**

- District review of submittals is assumed to take 2 weeks, and all review comments for each project submittal will be provided to Dudek in a single consolidated document.
- Hydraulic modeling is not a part of the project scope.
- No new easements, temporary or construction easements, are anticipated or included as part of the scope of work at this time, but may be included through an addendum if requested.
- Front-end contract documents will be coordinated and provided by the District.
- It is assumed that the contractor will prepare the project SWPPP and be responsible for preparing and implementing traffic control drawings.

**Task 4: Bid Support**

- Attend Pre-bid meeting.
- Respond to bidder Requests for Information (RFI’s).
- Prepare conformed drawing and specifications.

**Deliverables:**

- Conformed design drawings and specifications in PDF format. CAD files will be provided.



**Assumptions:**

- It is assumed the pre-bid meeting will be held in person.
- Up to five (5) RFI's are assumed during the bid phase.

**Task 5: Engineering Support During Construction**

- Attend Pre-construction meeting.
- Respond to Contractor provided RFI's.
- Review construction submittals.
- Prepare conformed drawing and specifications.

**Deliverables:**

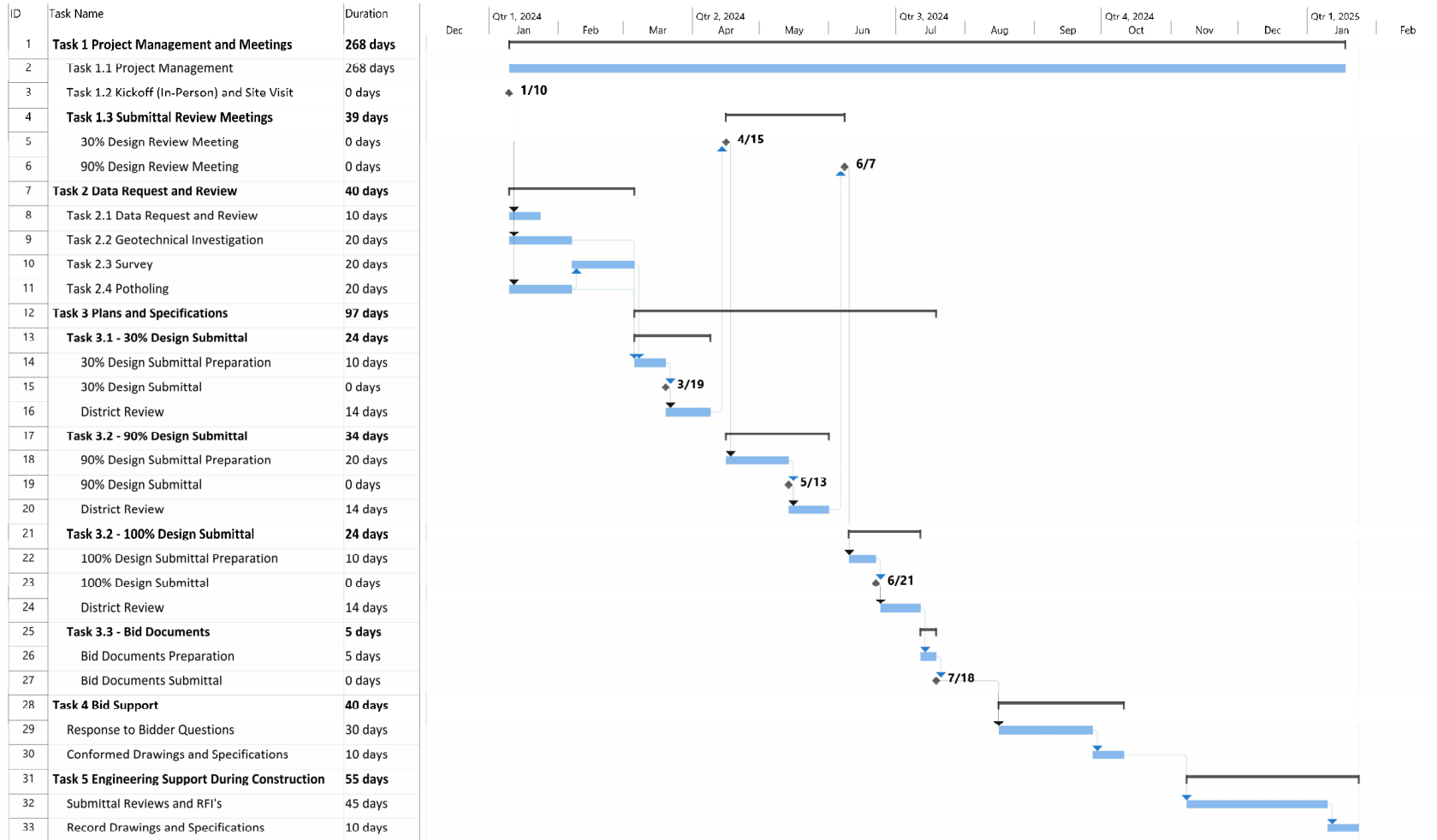
- Record drawings in PDF format. CAD files will be provided.

**Assumptions:**

- It is assumed the pre-construction meeting will be held in person.
- Up to five (5) RFI's are assumed during the construction phase.
- Up to ten (10) original submittals, including one resubmittal for each, are assumed during construction.

# Schedule

Dudek proposes the following draft project schedule.



# Fee

The table below summarizes the anticipated level of effort for each task.

Dudek Labor Hours and Rates						Subconsultant Fees						
Task	Project Team Role: PIC - QA/QC Team Member: C. Greely	Project Manager I. Crano	CEQA A. Hardy	Project Engineer H. Markle	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Geotechnical	Survey	Potholing	OTHER DIRECT COSTS	TOTAL FEE	
							Geocon Fee	NV5 Fee	CV Pipeline Fee			
Billable Rate :		\$315	\$271	\$227	\$205							
<b>Task 1</b>	<b>Project Management and Meetings</b>											
1.1	Project Management and Coordination		8			8	\$ 2,168					\$ 2,168
1.2	Kickoff Meeting & Site Visit		8		12	20	\$ 4,628				\$ 210	\$ 4,838
1.3	Submittal Review Meetings	2	2		6	10	\$ 2,402					\$ 2,402
	<b>Subtotal Task 1</b>	<b>2</b>	<b>18</b>	<b>0</b>	<b>18</b>	<b>38</b>	<b>\$ 9,198</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210</b>	<b>\$ 9,408</b>
<b>Task 2</b>	<b>Data Request and Review</b>											
2.1	Data Request and Review		2			26	\$ 5,462					\$ 5,462
2.2	Geotechnical Investigation		1			1	\$ 271	\$ 21,131				\$ 21,402
2.3	Survey		1			1	\$ 271		\$ 15,140			\$ 15,411
2.4	Potholing		1		4	5	\$ 1,091			\$ 6,883		\$ 7,974
	<b>Subtotal Task 2</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>28</b>	<b>33</b>	<b>\$ 7,095</b>	<b>\$ 21,131</b>	<b>\$ 15,140</b>	<b>\$ 6,883</b>	<b>\$ -</b>	<b>\$ 50,249</b>
<b>Task 3</b>	<b>Engineering Design Services</b>											
3.1	30% Design Submittal	1	8			49	\$ 10,683					\$ 10,683
3.2	90% Design Submittal	2	24		120	146	\$ 31,734					\$ 31,734
3.3	CEQA Exemption Determination		1	10		11	\$ 2,406					\$ 2,406
3.4	100% Design Submittal	1	12		24	37	\$ 8,487					\$ 8,487
3.5	Bid Documents	1	2		8	11	\$ 2,497					\$ 2,497
	<b>Subtotal Task 3</b>	<b>5</b>	<b>47</b>	<b>10</b>	<b>192</b>	<b>254</b>	<b>\$ 55,807</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,807</b>
<b>Task 4</b>	<b>Bid Support Services</b>											
4.1	Pre-Bid Meeting		8			16	\$ 3,808				\$ 210	\$ 4,018
4.2	Response to Bidder Questions		2			12	\$ 2,592					\$ 2,592
4.3	Conformed Drawings and Specifications	1	2		8	11	\$ 2,497					\$ 2,497
	<b>Subtotal Task 4</b>	<b>1</b>	<b>12</b>	<b>0</b>	<b>26</b>	<b>39</b>	<b>\$ 8,897</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210</b>	<b>\$ 9,107</b>
<b>Task 5</b>	<b>Engineering Support During Construction</b>											
5.1	Preconstruction Meeting		8			16	\$ 3,808				\$ 210	\$ 4,018
5.2	Submittal Reviews		8			38	\$ 8,318					\$ 8,318
5.3	RFI's		5			15	\$ 3,405					\$ 3,405
5.4	Record Drawings and Specifications	1	2		8	11	\$ 2,497					\$ 2,497
	<b>Subtotal Task 5</b>	<b>1</b>	<b>23</b>	<b>0</b>	<b>56</b>	<b>80</b>	<b>\$ 18,028</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210</b>	<b>\$ 18,238</b>
<b>Total Hours and Fee without Options</b>		<b>9</b>	<b>105</b>	<b>10</b>	<b>320</b>	<b>444</b>	<b>\$ 99,025</b>	<b>\$ 21,131</b>	<b>\$ 15,140</b>	<b>\$ 6,883</b>	<b>\$ 630</b>	<b>\$ 142,808</b>

Total Time and Materials Not to Exceed.....\$142,808.00

## Closing

We appreciate the Coachella Sanitary District's consideration of the above proposal. Should you have any questions please reach out to Ian Crano at 760.479.4163 or icrano@dudek.com. We look forward to continuing our work with the District.

Sincerely,

Ian Crano, P.E.



Project Manager

**DUDEK**

**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 25<sup>th</sup> day of January, 2023, 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 53462 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Dudek, a corporation, with its principal place of business at 78-075 Main Street, Suite G203, La Quinta, CA 92253 ("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 engineering 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 Engineering Services Project No. 082522 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 engineering 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 January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. 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 **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** 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: Charles Greely, Principal/Project Manager.

3.3.5 City's Representative. The City hereby designates 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 Charles Greely, Principal/Project Manager, 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: Dudek  
78-075 Main Street, Suite G203, La Quinta CA 92253  
ATTN: Charles Greely



City: City of Coachella  
53462 Enterprise Way, Coachella, CA 92236  
ATTN: Maritza Martinez

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.

**3.8 Federal Provisions.** When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT PAGE]**



**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COACHELLA AND  
DUDEK**

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**

**DUDEK**

*Approved By:*



\_\_\_\_\_  
Gabriel D. Martin, PhD  
City Manager

DocuSigned by:

By:   
61A12CB5F26F42F...

Its: President and CEO

*Approved as to Form:*



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

Printed Name: Joseph Monaco

DocuSigned by:

By:   
EDE486A43DB444B...

Its: Vice President

Printed Name: Bob Ohlund

*Attested By:*



\_\_\_\_\_  
City Clerk



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

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

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

January 1, 2023 – January 1, 2026

**EXHIBIT "C"  
COMPENSATION**

	2022	2023	2024	2025
	<u>\$310.00</u>	<u>\$326.00</u>	<u>\$343.00</u>	<u>\$361.00</u>
Project Director	\$310.00	\$326.00	\$343.00	\$361.00
Principal Engineer III	\$285.00	\$300.00	\$315.00	\$331.00
Principal Engineer II	\$275.00	\$289.00	\$304.00	\$320.00
Principal Engineer I	\$265.00	\$279.00	\$293.00	\$308.00
Program Manager	\$255.00	\$268.00	\$282.00	\$297.00
Senior Project Manager	\$255.00	\$268.00	\$282.00	\$297.00
Project Manager	\$245.00	\$258.00	\$271.00	\$285.00
Senior Engineer III	\$240.00	\$252.00	\$265.00	\$279.00
Senior Engineer II	\$230.00	\$242.00	\$255.00	\$268.00
Senior Engineer I	\$220.00	\$231.00	\$243.00	\$256.00
Project Engineer IV/Technician IV	\$210.00	\$221.00	\$233.00	\$245.00
Project Engineer III/Technician III	\$200.00	\$210.00	\$221.00	\$233.00
<b>Engineering Services</b>				
Project Engineer II/Technician II	\$185.00	\$195.00	\$205.00	\$216.00
Project Engineer I/Technician I	\$165.00	\$174.00	\$183.00	\$193.00
Senior Designer II	\$190.00	\$200.00	\$210.00	\$221.00
Senior Designer I	\$185.00	\$195.00	\$205.00	\$216.00
Designer	\$175.00	\$184.00	\$194.00	\$204.00
Assistant Designer	\$170.00	\$179.00	\$188.00	\$198.00
CADD Operator III	\$165.00	\$174.00	\$183.00	\$193.00
CADD Operator II	\$155.00	\$163.00	\$172.00	\$181.00
CADD Operator I	\$140.00	\$147.00	\$155.00	\$163.00
CADD Drafter	\$125.00	\$132.00	\$139.00	\$146.00
CADD Technician	\$115.00	\$121.00	\$128.00	\$135.00
Project Coordinator	\$140.00	\$147.00	\$155.00	\$163.00
Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00
<hr/>				
	\$255.00	\$268.00	\$282.00	\$297.00
Project Director	\$255.00	\$268.00	\$282.00	\$297.00
Senior Specialist IV	\$235.00	\$247.00	\$260.00	\$273.00
Senior Specialist III	\$225.00	\$237.00	\$249.00	\$262.00
Senior Specialist II	\$205.00	\$216.00	\$227.00	\$239.00
Senior Specialist I	\$195.00	\$205.00	\$216.00	\$227.00
Specialist V	\$185.00	\$195.00	\$205.00	\$216.00
Specialist IV	\$175.00	\$184.00	\$194.00	\$204.00
Specialist III	\$165.00	\$174.00	\$183.00	\$193.00
<b>Environmental Services</b>				
Specialist II	\$150.00	\$158.00	\$166.00	\$175.00
Specialist I	\$135.00	\$142.00	\$150.00	\$158.00
Analyst V	\$125.00	\$132.00	\$139.00	\$146.00
Analyst IV	\$115.00	\$121.00	\$128.00	\$135.00
Analyst III	\$105.00	\$111.00	\$117.00	\$123.00
Analyst II	\$95.00	\$100.00	\$105.00	\$111.00
Analyst I	\$85.00	\$90.00	\$95.00	\$100.00
Technician III	\$75.00	\$79.00	\$83.00	\$88.00
Technician II	\$65.00	\$69.00	\$73.00	\$77.00
Technician I	\$55.00	\$58.00	\$61.00	\$65.00

<b>Mapping and Surveying Services</b>	Application Developer II	\$195.00	\$205.00	\$216.00	\$227.00
	Application Developer I	\$155.00	\$163.00	\$172.00	\$181.00
	GIS Analyst V	\$205.00	\$216.00	\$227.00	\$239.00
	GIS Analyst IV	\$165.00	\$174.00	\$183.00	\$193.00
	GIS Analyst III	\$145.00	\$153.00	\$161.00	\$170.00
	GIS Analyst II	\$130.00	\$137.00	\$144.00	\$152.00
	GIS Analyst I	\$115.00	\$121.00	\$128.00	\$135.00
	UAS Pilot	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Lead	\$185.00	\$195.00	\$205.00	\$216.00
	Survey Manager	\$135.00	\$142.00	\$150.00	\$158.00
	Survey Crew Chief	\$115.00	\$121.00	\$128.00	\$135.00
Survey Rod Person	\$95.00	\$100.00	\$105.00	\$111.00	
Survey Mapping Technician	\$95.00	\$100.00	\$105.00	\$111.00	
<b>Construction Management Services</b>	Principal/Manager	\$195.00	\$205.00	\$216.00	\$227.00
	Senior Construction Manager	\$185.00	\$195.00	\$205.00	\$216.00
	Senior Project Manager	\$175.00	\$184.00	\$194.00	\$204.00
	Construction Manager	\$160.00	\$168.00	\$177.00	\$186.00
	Project Manager	\$150.00	\$158.00	\$166.00	\$175.00
	Resident Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	Construction Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	On-site Owner's Representative	\$140.00	\$147.00	\$155.00	\$163.00
	Prevailing Wage Inspector	\$139.00	\$146.00	\$154.00	\$162.00
	Construction Inspector	\$135.00	\$142.00	\$150.00	\$158.00
Administrator/Labor Compliance	\$100.00	\$105.00	\$111.00	\$117.00	
<b>Hydrogeology/HazWaste Services</b>	Project Director	\$305.00	\$321.00	\$338.00	\$355.00
	Principal Hydrogeologist/Engineer II	\$280.00	\$294.00	\$309.00	\$325.00
	Principal Hydrogeologist/Engineer I	\$260.00	\$273.00	\$287.00	\$302.00
	Senior Hydrogeologist V/Engineer V	\$240.00	\$252.00	\$265.00	\$279.00
	Senior Hydrogeologist IV/Engineer IV	\$230.00	\$242.00	\$255.00	\$268.00
	Senior Hydrogeologist III/Engineer III	\$220.00	\$231.00	\$243.00	\$256.00
	Senior Hydrogeologist II/Engineer II	\$210.00	\$221.00	\$233.00	\$245.00
	Senior Hydrogeologist I/Engineer I	\$200.00	\$210.00	\$221.00	\$233.00
	Project Hydrogeologist V/Engineer V	\$185.00	\$195.00	\$205.00	\$216.00
	Project Hydrogeologist IV/Engineer IV	\$175.00	\$184.00	\$194.00	\$204.00
	Project Hydrogeologist III/Engineer III	\$165.00	\$174.00	\$183.00	\$193.00
	Project Hydrogeologist II/Engineer II	\$155.00	\$163.00	\$172.00	\$181.00
	Project Hydrogeologist I/Engineer I	\$145.00	\$153.00	\$161.00	\$170.00
Hydrogeologist/Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00	

<b>Mapping and Surveying Services</b>	Application Developer II	\$195.00	\$205.00	\$216.00	\$227.00
	Application Developer I	\$155.00	\$163.00	\$172.00	\$181.00
	GIS Analyst V	\$205.00	\$216.00	\$227.00	\$239.00
	GIS Analyst IV	\$165.00	\$174.00	\$183.00	\$193.00
	GIS Analyst III	\$145.00	\$153.00	\$161.00	\$170.00
	GIS Analyst II	\$130.00	\$137.00	\$144.00	\$152.00
	GIS Analyst I	\$115.00	\$121.00	\$128.00	\$135.00
	UAS Pilot	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Lead	\$185.00	\$195.00	\$205.00	\$216.00
	Survey Manager	\$135.00	\$142.00	\$150.00	\$158.00
	Survey Crew Chief	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Rod Person	\$95.00	\$100.00	\$105.00	\$111.00
	Survey Mapping Technician	\$95.00	\$100.00	\$105.00	\$111.00
<b>Construction Management Services</b>	Principal/Manager	\$195.00	\$205.00	\$216.00	\$227.00
	Senior Construction Manager	\$185.00	\$195.00	\$205.00	\$216.00
	Senior Project Manager	\$175.00	\$184.00	\$194.00	\$204.00
	Construction Manager	\$160.00	\$168.00	\$177.00	\$186.00
	Project Manager	\$150.00	\$158.00	\$166.00	\$175.00
	Resident Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	Construction Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	On-site Owner's Representative	\$140.00	\$147.00	\$155.00	\$163.00
	Prevailing Wage Inspector	\$139.00	\$146.00	\$154.00	\$162.00
	Construction Inspector	\$135.00	\$142.00	\$150.00	\$158.00
	Administrator/Labor Compliance	\$100.00	\$105.00	\$111.00	\$117.00
<b>Hydrogeology/HazWaste Services</b>	Project Director	\$305.00	\$321.00	\$338.00	\$355.00
	Principal Hydrogeologist/Engineer II	\$280.00	\$294.00	\$309.00	\$325.00
	Principal Hydrogeologist/Engineer I	\$260.00	\$273.00	\$287.00	\$302.00
	Senior Hydrogeologist V/Engineer V	\$240.00	\$252.00	\$265.00	\$279.00
	Senior Hydrogeologist IV/Engineer IV	\$230.00	\$242.00	\$255.00	\$268.00
	Senior Hydrogeologist III/Engineer III	\$220.00	\$231.00	\$243.00	\$256.00
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	Project Hydrogeologist III/Engineer III	\$165.00	\$174.00	\$183.00	\$193.00
	Project Hydrogeologist II/Engineer II	\$155.00	\$163.00	\$172.00	\$181.00
	Project Hydrogeologist I/Engineer I	\$145.00	\$153.00	\$161.00	\$170.00
Hydrogeologist/Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00	





**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve Amendment No. 1 to West Coast Arborists increasing compensation by \$32,000 for the pruning and vegetation removal at the city owned property located at 89711 Peter Rabbit Lane, Coachella; approve allocation from undesignated general fund reserves to the building maintenance division for \$57,000.

**STAFF RECOMMENDATION:**

Approve Amendment No. 1 to West Coast Arborists increasing compensation by \$32,000 for the pruning and vegetation removal at the city owned property located at 89711 Peter Rabbit Lane, Coachella; approve allocation from undesignated general fund reserves to the building maintenance division for \$57,000.

**EXECUTIVE SUMMARY:**

In 2023, the City acquired a property located at 89711 Peter Rabbit Lane (Coachella); the Hidden Harvest property. This property has significant vegetation overgrowth. To improve the city's ability to secure this site staff is recommending: 1) removal of the overgrown vegetation and 2) installation of four (4) solar lights at the entrance points to the property. The cost to complete the pruning and vegetation removal is \$32,000. The cost to install outdoor security lighting is \$25,000.

To address the needed pruning/overgrowth staff is requesting approval of the attached Amendment No. 1 with West Coast Arborist increasing the awarded compensation by \$32,000; an existing on-call city contractor can complete the solar lighting.

**FISCAL IMPACT:**

The recommended action will have a financial impact. Staff is requesting approval of an allocation of \$57,000 from undesignated general fund reserves to the building maintenance division to allow for completion of these tasks.

Attachments:

Proposed Amendment No. 1

**Amendment No. 1 to the Maintenance Services Agreement  
Between the City of Coachella  
and  
West Coast Arborist, Inc (WCA)**

**1. Parties And Date.**

This Amendment No. 1 to the Maintenance Services Agreement ("Amendment No.1 ") is made and entered into this 24<sup>th</sup> day of January, 2024 by and between the City of Coachella ("City") and West Coast Arborist, Inc., ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No.1.

**2. Recitals.**

2.1 Agreement. City and Contractor entered into that certain Agreement for Citywide Tree Trimming Maintenance Services Agreement Project 050922 ("Agreement"), entered into on June 22, 2022.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to amend the term of the Agreement as set forth in this Amendment No. 1.

**3. Amendments.**

3.1. Compensation. Section 3.3.1, of the Agreement are hereby deleted in their entirety and replaced with the following:

3.3.1 Compensation. Contractor 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 **Nine Hundred Thousand Thirty Two Dollars and Zero Cents (\$932,000.00) without written approval of City's City Council.** 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 Continuing Effect of Agreement. Except as amended by this Amendment No.1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No.1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

3.4 Counterparts. This Amendment No.1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment.No.1 as of the date first written above.

THE CITY OF COACHELLA

WEST COAST ARBORIST INC

By: \_\_\_\_\_  
Gabriel D. Martin, PhD  
City Manager

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Carlos Campos, City Attorney



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Dr. Gabriel Martin, City Manager

**SUBJECT:** Authorize a Sponsorship in the Amount of \$5,000 to the DAP Health – 30<sup>th</sup> Annual Steve Chase Humanitarian Awards

**STAFF RECOMMENDATION:**

Staff recommends that the City Council authorize a sponsorship in the amount of \$5,000 to purchase a table at the DAP Health – 30<sup>th</sup> Annual Steve Chase Humanitarian Awards on March 30, 2024 at the Palm Springs Convention Center. Council Member Dr. Figueroa will be receiving an award during this event.

**BACKGROUND:**

DAP Health mission's is to enhance and promote the health and well-being of our community. DAP Health was founded in 1984 by a group of community volunteers in the face of the AIDS crisis, DAP Health has been the Coachella Valley's primary not-for-profit resource for those living with, affected by, or at-risk for HIV or AIDS. Today, it is a Federally Qualified Health Center (FQHC) with the goal of improving the overall health of our entire community, especially the disenfranchised. DAP Health provides comprehensive, culturally competent, quality primary and preventative health care services including; primary medical care, HIV and Hepatitis specialty care, dentistry, behavioral health and social services all-under-one-roof.

**DISCUSSION/ANALYSIS:**

The DAP Health Steve Chase Humanitarian Awards was created and named after the late, world-renowned interior designer Steve Chase who was an early DAP Health donor, volunteer and board member. The award ceremony is to celebrate and honor those volunteers and humanitarians that help to remove roadblocks to quality care and supportive services for their neighbor, friends and all residents of the Coachella Valley to ensure that everyone may live life to their full potential. During this ceremony, Council Member Dr. Figueroa will be honored and recognize for all his hard work and humanitarian efforts to provide access to quality and lifesaving health care services and resources to the residents of the City of Coachella.

**FISCAL IMPACT**

The recommended action will have no fiscal impacts to the General Funds and will come from the General Fund (101) Sponsorship for Fiscal Year 2023-24.

**ATTACHMENTS:**

1. Event Prospectus



SPONSORSHIP OPPORTUNITIES

**40 YEARS**  
OF PROTECTING AND  
EXPANDING  
HEALTH CARE ACCESS

*The Chase*

**STEVE CHASE HUMANITARIAN AWARDS**  
PALM SPRINGS CONVENTION CENTER

**MARCH 30, 2024**

[daphealth.org/thechase](http://daphealth.org/thechase)



**Today, thousands of our  
Coachella Valley neighbors  
have no access to health care.**

*Together, we can change that.*

**Please join our mission  
to create a healthier  
tomorrow.**







## STEVE CHASE

Thanks to the expertise it has earned over nearly 40 years of demonstrable success, DAP Health today enjoys an international reputation as a unique, advocacy-based health care non-profit that changes — and often literally saves — the lives of countless members of our community.

Since 1994, DAP Health's beloved and highly anticipated annual event The Chase (AKA The Steve Chase Humanitarian Awards) has honored world health leaders and featured stellar entertainers, raising tens of millions of dollars on behalf of its patients and clients.

Created by (and named after) the late, world-renowned interior designer Steve Chase — an early DAP Health donor, volunteer, and board member who worked touring the globe but loved Palm Springs best — this glittery gala is a golden star on the desert's social calendar.

It's one you surely don't want to miss...

**Health Care is...**

**Equitable Access**

**Advocacy**

**HIV Care**

**Primary Care**

**Dental Care**

**LGBTQ+ Health**

**Women's Health**

**Mental Health**

**Sexual Health**

**Racial Equality**

**Cultural Competency**

**Harm Reduction**

**Food Assistance**

**Recovery**

**Housing**

**Social Services**

**DAP Health... is Health Care**



# SPONSORSHIP

## **PLATINUM SPONSOR \$100,000** **2 OPPORTUNITIES AVAILABLE**

- Curated suite of benefits including 3 premium tables, all listed benefits at the Producer Sponsor level and customized benefits to meet individual sponsor recognition needs.

## **PRODUCING SPONSOR \$50,000**

- Name and/or logo listed as Producing Sponsor in select event communications and promotional materials, including social media, print media, and event website
- Name acknowledged from the stage
- Name and/or logo listed in event multimedia and signage
- Featured listing in the weekly DAP Health Insights email (value: 21,000 impressions per week) and Revivals REV Club email (value: 20,000 impressions per week)
- Inclusion in DAP Health magazine story about the 2023 Chase - 20,000 impressions
- 2 premium tables
- Name and/or logo listed on DAP Health digital marquee at Sunrise & Vista Chino for 20 days (value: 77,000 impressions per month)
- 1 podcast / radio / Facebook Live interview
- Expedited auction checkout

## **MAJOR SPONSOR \$25,000**

- Name and/or logo listed as Major Sponsor in select event communications and promotional materials, including social media, print media, and event website
- Name acknowledged from the stage
- Name and/or logo listed in event multimedia and signage
- Featured listing in the weekly DAP Health Insights email (value: 21,000 impressions per week) and Revivals REV Club email (value: 20,000 impressions per week)
- 2 preferred tables
- Name and/or logo listed on DAP Health digital marquee at Sunrise & Vista Chino for 10 days (value: 77,000 impressions per month)
- Expedited auction checkout

## **STAR SPONSOR \$17,500**

- Name and/or logo listed as Star Sponsor in select event communications and promotional materials, including social media, print media, and event website
- Name and/or logo listed in event multimedia and signage
- 12 preferred individual tickets
- Name and/or logo listed on DAP Health digital marquee at Sunrise & Vista Chino for 7 days (value: 77,000 impressions per month)

## **SUPPORTING SPONSOR \$12,500**

- Name and/or logo listed as Supporting Sponsor in select event communications and promotional materials, including social media, print media, and event website
- Name and/or logo listed in event multimedia and signage
- 10 preferred individual tickets

## **BENEFACTOR SPONSOR \$6,000**

- Name and/or logo listed as Benefactor Sponsor in select event communications and promotional materials, including social media, print media, and event website
- 4 individual tickets

## **PATRON SPONSOR \$3,000**

- Name and/or logo listed as Patron Sponsor in select event communications and promotional materials, including social media, print media, and event website
- 2 individual tickets

# DAP Health... is Health Care

Packets may be customized upon discussion based on sponsor interest



# The Chase

## THE 30TH STEVE CHASE HUMANITARIAN AWARDS

### 2024 SPONSORSHIP REPLY FORM

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Platinum Sponsor \$100,000</b> | <input type="checkbox"/> <b>Supporting Sponsor \$12,500</b> |
| <input type="checkbox"/> <b>Producing Sponsor \$50,000</b> | <input type="checkbox"/> <b>Benefactor Sponsor \$6,000</b>  |
| <input type="checkbox"/> <b>Major Sponsor \$25,000</b>     | <input type="checkbox"/> <b>Patron Sponsor \$3,000</b>      |
| <input type="checkbox"/> <b>Star Sponsor \$17,500</b>      |   |

*Your information*

---

FIRST NAME

LAST NAME

---

ORGANIZATION

---

BILLING ADDRESS

---

CITY

STATE

ZIP

---

TELEPHONE

EMAIL

*Your payment*

- AMEX**    **DISCOVER**    **MASTERCARD**    **VISA**

---

CREDIT CARD NUMBER

EXP DATE

CVV CODE

Please charge my credit card in the amount of \$ \_\_\_\_\_

Enclosed please find my check in the amount of \$ \_\_\_\_\_

Please contact me regarding making a donation to the silent auction

DAP Health is a 501(c)(3) organization  
Tax ID #33-0068583

Your non-tax-deductible portion is \$200 per ticket.

To submit your form, please: **SCAN/EMAIL** to [jlindquist@DAPHealth.org](mailto:jlindquist@DAPHealth.org) or **MAIL** to **DAP Health**, Attn: James Lindquist, 1695 North Sunrise Way, Palm Springs, CA 92262

Thank  
You



1695 NORTH SUNRISE WAY | PALM SPRINGS, CA 92262  
WWW.DAPHEALTH.ORG



apChkLst  
12/13/2023 1:27:57PM

Check List  
City of Coachella

Bank : ewfb EFT FOR 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>
1740	11/2/2023	48066 US BANK	Sta 10/25/23	10/25/2023	ACC XXXX-XXXX-XXXX-0925,	24,030.49	24,030.49
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							24,030.49

1 checks in this report.

Grand Total All Checks: 24,030.49

Date: November 2, 2023

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin



Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118300	12/14/2023	55550	DAUT, KENNETH	Ref000239838	12/14/2023 UB Refund Cst #00055764	73.41	73.41
118301	12/14/2023	55557	DR HORTON	Ref000239849	12/14/2023 UB Refund Cst #00057393	77.95	77.95
118302	12/14/2023	55545	FELIX, MARGARITA	Ref000239825	12/14/2023 UB Refund Cst #00042672	156.13	156.13
118303	12/14/2023	55548	GARCIA VALLEJANO, DAVID	Ref000239828	12/14/2023 UB Refund Cst #00049367	39.64	39.64
118304	12/14/2023	55544	MARTINEZ, MARTIN	Ref000239824	12/14/2023 UB Refund Cst #00038416	98.13	98.13
118305	12/14/2023	55547	MEJIA, ROGELIA	Ref000239827	12/14/2023 UB Refund Cst #00048248	55.43	55.43
118306	12/14/2023	55546	OCHOA, JOSE	Ref000239826	12/14/2023 UB Refund Cst #00043426	17.75	17.75
118307	12/14/2023	55390	PULTE GROUP	Ref000239835	12/14/2023 UB Refund Cst #00055368	14.12	14.12
118308	12/14/2023	55391	PULTE GROUP	Ref000239836	12/14/2023 UB Refund Cst #00055375	1.93	1.93
118309	12/14/2023	55553	PULTE GROUP	Ref000239842	12/14/2023 UB Refund Cst #00056324	117.03	117.03
118310	12/14/2023	55382	PULTE GROUP INC	Ref000239831	12/14/2023 UB Refund Cst #00054529	26.79	26.79
118311	12/14/2023	55383	PULTE GROUP INC	Ref000239832	12/14/2023 UB Refund Cst #00054683	19.83	19.83
118312	12/14/2023	55385	PULTE GROUP INC	Ref000239833	12/14/2023 UB Refund Cst #00054709	7.64	7.64
118313	12/14/2023	55392	PULTE GROUP INC	Ref000239837	12/14/2023 UB Refund Cst #00055395	10.64	10.64
118314	12/14/2023	55551	PULTE HOME	Ref000239839	12/14/2023 UB Refund Cst #00056023	72.73	72.73
118315	12/14/2023	55555	PULTE HOME CO, LLC	Ref000239847	12/14/2023 UB Refund Cst #00056894	43.76	43.76
118316	12/14/2023	55459	PULTE HOMES	Ref000239844	12/14/2023 UB Refund Cst #00056415	17.37	17.37
118317	12/14/2023	55460	PULTE HOMES	Ref000239845	12/14/2023 UB Refund Cst #00056422	20.39	20.39
118318	12/14/2023	55511	PULTE HOMES	Ref000239841	12/14/2023 UB Refund Cst #00056029	24.94	24.94
118319	12/14/2023	55513	PULTE HOMES	Ref000239843	12/14/2023 UB Refund Cst #00056411	37.14	37.14
118320	12/14/2023	55552	PULTE HOMES	Ref000239840	12/14/2023 UB Refund Cst #00056027	43.80	43.80
118321	12/14/2023	55535	PULTE HOMES INC	Ref000239834	12/14/2023 UB Refund Cst #00054846	180.14	180.14
118322	12/14/2023	55556	RIVERA, CONCEPCION JAVIEI	Ref000239848	12/14/2023 UB Refund Cst #00057321	85.21	85.21
118323	12/14/2023	55554	SIMON, LETICIA	Ref000239846	12/14/2023 UB Refund Cst #00056867	81.45	81.45
118324	12/14/2023	55451	TWENTY-NINE PALMS BAND	Ref000239830	12/14/2023 UB Refund Cst #00052855	291.50	291.50
118325	12/14/2023	55549	VALDIOSERA, VICTOR	Ref000239829	12/14/2023 UB Refund Cst #00051639	25.68	25.68
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,640.53</b>

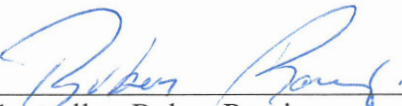


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26 checks in this report.

Grand Total All Checks: 1,640.53

Date: December 14, 2023

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

apChkLst  
01/04/2024 7:45:40AM

Check List  
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118326	1/10/2024	55561 DR HORTON	Ref000240120	1/3/2024	UB Refund Cst #00057628	27.76	27.76
118327	1/10/2024	55548 GARCIA VALLEJANO, DAVID	Ref000240117	1/3/2024	UB Refund Cst #00049367	37.13	37.13
118328	1/10/2024	55553 PULTE GROUP	Ref000240119	1/3/2024	UB Refund Cst #00056324	78.90	78.90
118329	1/10/2024	55509 PULTE HOMES	Ref000240118	1/3/2024	UB Refund Cst #00055879	22.73	22.73
<b>Sub total for WELLS FARGO BANK:</b>							<b>166.52</b>

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4 checks in this report.

Grand Total All Checks: 166.52

Date: January 10, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

apChkLst  
01/04/2024 10:47:52AM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1741	1/10/2024	52366	ALTA LANGUAGE SERVICES, IIS687075	11/30/2023	NOV2023 SPANISH LISTENING	55.00	55.00	
1742	1/10/2024	54859	AMAZON CAPITAL SERVICES, 16LN-VYHJ-KX	8/25/2023	OSHA DANGER SIGN	30.40		
			1L4L-FTYM-1RK	12/3/2023	OTTERBOX DEFENDER SCRIB	38.00		
			1PV9-F6FR-79Y	11/29/2023	APPLIED CREDIT MEMO #1DI	21.49		
			1QT1-PFYG-XJ1	12/7/2023	APPLIED CREDIT MEMO #1RI	28.76		
			1YCL-RPH9-94M	12/4/2023	KOLIBRI COIN SORTING TRAI	24.45		
			11D3-Y9RF-LFLI	12/6/2023	APPLIED CREDIT MEMO #1W	41.27		
			16J1-MM41-9XC	12/4/2023	SONY IN-EAR EARBUD HEAD	42.42		
			1CCQ-WG1Y-NI	9/14/2023	LASERCRAFTING OFFICE DE	17.19		
			1VF4-VPKV-4VM	4/20/2023	HEAVY DUTY PLASTIC FORK	15.06		
			1N17-749V-34FC	4/19/2023	TRIPP LITE 14 OUTLET NETW	417.56		
			1F74-CJRF-3WC	5/8/2023	ANKER USB C TO LIGHTNING	253.43		
			1DYF-MCLC-1F	6/27/2023	BEHRINGER X32 PRODUCER	2,282.66		
			1TXP-D477-4TX	8/27/2023	AUDIO 2000S ADC271B PORT	162.87		
			1D3F-1W79-31L	9/13/2023	OPTICAL CABLE REEL, ETC	230.46		
			1MJP-HPTR-37C	5/11/2023	DUAL MONITOR SIT STAND V	173.82		
			16TH-93RL-CLM	5/17/2023	ANKER USB C ADAPTER	438.75		
			13DL-N3DR-DH	9/20/2023	BEHRINGER S16 16-CHANNE	1,710.78		
			139M-4DKM-97C	8/20/2023	APC UPS 1500VA SINE WAVE	299.05		
			1XW4-CTDD-P1	12/10/2023	COMPACT SHORT THROW L	1,964.01		
			1F3X-VMWP-HJ	12/1/2023	AV-CABLES 3G/6G HD SDI BN	502.07		
			1JRM-RGM9-KN	12/6/2023	WAVLINK 4K USB C TRIPLE M	217.48		
			1J6G-9H3G-YVC	8/18/2023	LD SYSTEMS MAUI 44 G2 CB,	880.62		
			1PXN-YCVH-H9	12/12/2023	DJ PA SPEAKER STANDS+CA	70.63		
			1LC7-VMYM-MC	8/6/2023	3-TIER METAL ROLLING CAR	66.27		
			1XNV-TF7K-FKF	12/12/2023	HIPAA LOCKING COURIER BA	40.01		
			17CC-YH6V-44F	8/1/2023	MULTIFUNCTION ERGONOMI	368.98	10,338.49	
1743	1/10/2024	49989	ANDREAS LLC	87080	12/12/2023	FIELD CORRECTION NOTICE	955.12	
				86966	10/18/2023	BUSINESS CARDS: G. PEREZ	139.17	
				87031	11/16/2023	BUSINESS CARDS: A. VEGA	139.17	
				87059	12/5/2023	BUSINESS CARDS: M. MARTI	139.17	1,372.63
1744	1/10/2024	42837	ARAMARK UNIFORM & CAREE	25947513	11/12/2023	CI2 CLRBLK BONDED JKTS V	1,103.34	1,103.34

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1745	1/10/2024	45929	BECK OIL, INC.	91003	11/22/2023 DIESEL FUEL	1,366.86	
				92023CL	11/30/2023 PE11/30 ENG DEPT FUEL	176.09	
				92096CL	11/30/2023 PE11/30 GRAFFITI DEPT FUE	182.52	
				92029CL	11/30/2023 PE11/30 STREETS DEPT FUE	912.39	
				92031CL	11/30/2023 PE11/30 WATER DEPT FUEL	1,006.83	
				92034CL	11/30/2023 PE11/30 PARKS DEPT FUEL	413.22	
				92047CL	11/30/2023 PE11/30 VEHICLE MAINT DEP	358.08	
				92048CL	11/30/2023 PE11/30 SENIOR CNTR FUEL	417.80	
				92025CL	11/30/2023 PE11/30 LLMD DEPT FUEL	164.08	
				92067CL	11/30/2023 PE11/30 SANITARY DEPT FUE	1,072.07	
				92073CL	11/30/2023 PE11/30 BLDG MAINT DEPT F	101.19	
				92074CL	11/30/2023 PE11/30 ADMIN DEPT FUEL	159.93	
				92057CL	11/30/2023 PE11/30 CODE ENF DEPT FUI	499.82	6,830.88



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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1746	1/10/2024	43462	BEST BEST & KRIEGER, LLP	983675	12/11/2023 PE11/30, #80237.00237, SPOT	2,265.00	
				983676	12/11/2023 PE11/30, #80237.00445, DESE	10,940.10	
				983677	12/11/2023 PE11/30, #80237.00802, WATE	1,491.36	
				983678	12/11/2023 PE11/30, #80237.00810, LABO	2,671.20	
				983679	12/11/2023 PE11/30, #80237.00820, ENVIF	35.40	
				983680	12/11/2023 PE11/30, #80237.00835, REAL	477.00	
				983681	12/11/2023 PE11/30, #80237.00844, CHRC	477.00	
				983682	12/11/2023 PE11/30, #80237.00850, FINAN	289.50	
				983673	12/11/2023 PE11/30, #80237, GENERAL R	35,272.00	
				983674	12/11/2023 PE11/30, #80237.00231, G. TH	15,442.08	
				980806	11/20/2023 PE10/31, #80237.00231, G. TH	1,431.00	
				980807	11/20/2023 PE10/31, #80237.00445, DESE	275.70	
				980808	11/20/2023 PE10/31, #80237.00802, WATE	243.00	
				980809	11/20/2023 PE10/31, #80237.00810, LABO	826.80	
				980810	11/20/2023 PE10/31, #80237.00819, CODE	1,047.90	
				980811	11/20/2023 PE10/31, #80237.00835, REAL	381.60	
				980819	11/20/2023 PE10/31, #80237.00877, LA EN	3,052.80	
				980805	11/20/2023 PE10/31, #80237, GENERAL R	35,272.00	
				983683	12/11/2023 PE11/30, #80237.00857, RENE	9,263.22	
				983684	12/11/2023 PE11/30, #80237.00858, COA \	454.88	
				983685	12/11/2023 PE11/30, #80237.00866, KPC S	3,793.50	
				983686	12/11/2023 PE11/30, #80237.00869, AFFO	318.00	
				983687	12/11/2023 PE11/30, #80237.00874, CENT	374.70	
				983688	12/11/2023 PE11/30, #80237.00875, MESC	938.10	
				983689	12/11/2023 PE11/30, #80237.00877, LA EN	5,772.60	
				983690	12/11/2023 PE11/30, #80237.00881, AMAZ	1,144.80	
				980812	11/20/2023 PE10/31, #80237.00850, FINAN	349.80	
				980813	11/20/2023 PE10/31, #80237.00857, RENE	17,394.60	
				980814	11/20/2023 PE10/31, #80237.00866, KPC S	2,909.70	
				980815	11/20/2023 PE10/31, #80237.00868, TRAV	3,283.00	
				980816	11/20/2023 PE10/31, #80237.00869, AFFO	2,575.80	
				980817	11/20/2023 PE10/31, #80237.00874, CENT	1,702.50	
				980818	11/20/2023 PE10/31, #80237.00875, MESC	1,171.20	163,337.84

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1747	1/10/2024	00749	COUNTY OF RIVERSIDE	SH0000044669	12/19/2023	10/19-11/15 LAW ENFORCEMI	727,076.88
				SH0000044670	12/19/2023	10/19-11/15 LAW ENFORCEMI	11,915.46
				SH0000044482	11/21/2023	9/21-10/18 LAW ENFORCEME	711,257.74
				SH0000044483	11/21/2023	9/21-10/18 LAW ENFORCEME	10,920.88
							1,461,170.96
1748	1/10/2024	43672	DESERT VALLEY SERVICES INC	620050	11/20/2023	S/O CLNR DISINFECT PINE	878.10
				620683	11/27/2023	8OZ STYRO CUPS	34.28
				620684	11/27/2023	LUNCH NAPKINS	31.07
				620836	11/28/2023	NITRILE GLOVES	85.92
							1,029.37
1749	1/10/2024	44713	FARMER BROTHERS CO.	95674370	10/23/2023	COFFEE, CREAMER, SLEEVE	688.66
				95674542	11/20/2023	COFFEE, CREAMER, LIDS, E1	871.38
				95674670	12/12/2023	COFFEE, CREAMER, SLEEVE	586.61
				95674664	12/11/2023	COFFEE & CREAMER	400.76
							2,547.41
1750	1/10/2024	49100	GOLDMAN, RONALD A.	Nov2023	11/30/2023	NOV2023 SVCS: KPC & LA EN	1,914.00
1751	1/10/2024	00207	GRAINGER INC	9923063680	12/4/2023	KEYED PADLOCK	45.48
							45.48
1752	1/10/2024	53123	GRANICUS	175741	11/27/2023	DEC2023/24 GOVACCESS (M/	20,644.53
							20,644.53
1753	1/10/2024	51892	HERC RENTALS, INC.	34081339-002	12/3/2023	11/3-12/3 BOOM STRAIGHT R	4,381.52
				34081339-003	12/6/2023	12/3 BOOM STRAIGHT RNTL	52.25
				34113209-002	11/30/2023	11/16-30 TRUCK DUMP RNTL	4,601.76
				34178670-001	12/7/2023	11/10-30 LIGHT TOWER RNTL	5,438.94
				34213128-001	11/30/2023	11/29-30 POSTHOLE AUGER,	254.16
				34224465-001	12/4/2023	12/4 TRUCK WATER RNTL	688.07
				34235919-001	12/11/2023	12/8-9 LIGHT TOWER RNTLS	1,252.98
							16,669.68
1754	1/10/2024	00996	HOME DEPOT	1014430	12/7/2023	COAST HP450 1400 LUMEN F	58.55
				1014464	12/7/2023	CRESCENT 8.5IN ALL PURPO	166.10
							224.65
1755	1/10/2024	54791	HYDROPRO SOLUTIONS, INC	0002364-IN	11/30/2023	PHOTOCELL REPEATER	2,703.50
							2,703.50
1756	1/10/2024	53961	MCCALL'S METER SALES & SI	36293	11/28/2023	CERTIFIED FLOW TEST	80.90
							80.90
1757	1/10/2024	54912	MISSION ASSET FUND	SIN004921	12/1/2023	5TH- IMMIGRANT FAMILIES R	126,000.00
							126,000.00
1758	1/10/2024	54985	MUNISERVICES LLC	INV06-017809	12/18/2023	OCT-DEC2023 SVCS: UTILITY	4,662.66
							4,662.66
1759	1/10/2024	49479	POLYDYNE INC.	1792792	12/9/2023	CLARIFLOC WE-1238	4,400.95
							4,400.95
1760	1/10/2024	43432	PONTON INDUSTRIES, INC.	26779-51177	8/17/2023	DO SENSOR	2,472.52
							2,472.52
1761	1/10/2024	52784	THE PUN GROUP LLP	114251	12/1/2023	FY22/23 AUDIT SVCS	10,000.00
							10,000.00
1762	1/10/2024	48436	UNIVAR SOLUTIONS USA INC	51664542	11/27/2023	SODIUM HYPOCHLORITE	843.93
				51664543	11/27/2023	SODIUM HYPOCHLORITE	910.50
							1,754.43

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1763	1/10/2024	54400	US BANK	7104172	10/25/2023 COA SAN DISTRICT CUSTOD	1,000.00	
				7104181	10/25/2023 RDVLPMT AGENCY SUBORI	2,190.00	
				7136923	11/25/2023 WASTEWATER REV RFNDNG	2,785.00	5,975.00
1764	1/10/2024	50440	VELOCITY DYNAMICS LLC	0000026485	11/17/2023 VALVE CHECK VBND 1/2" FNF	246.99	246.99
1765	1/10/2024	50629	VINTAGE ASSOCIATES, INC	231179	11/28/2023 OVERSEEDING @ PARKS/FA	13,340.00	
				231180	11/28/2023 OVERSEEDING @ BGDMA PA	22,000.00	
				231181	11/28/2023 OVERSEEDING @ RLF PARK	9,000.00	
				231182	11/28/2023 INSTLL'D DG @ DATELAND P	7,680.00	
				231183	11/28/2023 INSTLL'D IRRGTN CONTROL	950.00	
				231184	11/28/2023 INSTLL'D DG @ CESAR CHAV	3,425.00	
				231211	11/29/2023 INSTLL'D OVERSEEDED BER	7,144.00	
				231212	11/29/2023 INSTLL'D OVERSEEDED BER	12,840.00	76,379.00
1766	1/10/2024	51697	WESTERN WATER WORKS SI	1407889-01	11/16/2023 6X6 6H HYD EXT GRV, CUTTE	1,298.05	
				1407933-00	11/15/2023 SOFT COPPER TUBING 60FT	593.78	
				1407948-00	11/22/2023 WIRE PULLING SOCK ADAPT	997.02	
				1407950-00	11/20/2023 2PC POLYMER CVR "WATER"	1,106.10	
				1407997-00	11/30/2023 1QT PIPE LUBE, GRAY HVY P	73.63	
				1408030-00	12/6/2023 SOFT COPPER TUBING 100F	1,120.13	5,188.71
1767	1/10/2024	54719	YUNEX LLC	90000891	11/28/2023 OCT2023 TRAFFIC SIGNAL M	2,071.50	
				5610000625	11/28/2023 OCT2023 TRAFFIC SIGNAL C,	7,175.00	9,246.50
<b>T FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							1,936,395.42



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118330	1/10/2024	55327	ACTENVIRO 531882	12/1/2023	SPILL CLEAN-UP	631.78	631.78
118331	1/10/2024	54921	ADVANTAGE LASER PRODUC 144079	11/16/2023	PREMIUM W1470A MICR TON	290.00	290.00
118332	1/10/2024	55541	ALL DOOR TECH 1895	12/7/2023	11/28 SVC CALL- FIRE STATIC	5,948.38	5,948.38
118333	1/10/2024	53621	ALL THE RIGHT CONNECTION 7700	12/4/2023	WE 12/3: F. SILVA	883.20	
			7720	12/11/2023	WE 12/10: F. SILVA	1,030.40	
			7721	12/11/2023	WE 12/10: COYT+FELIX+MON	5,409.60	7,323.20
118334	1/10/2024	51894	ALPHA MEDIA LLC 724604-1	11/30/2023	11/22-30 AD SPOT: TREE LIGI	540.00	
			724604-2	12/10/2023	12/1-8 AD SPOT: HOLIDAY PA	460.00	1,000.00
118335	1/10/2024	01436	AMERICAN FORENSIC NURSE 78360	11/29/2023	NOV2023 BLOOD DRAW	70.00	
			78363	11/29/2023	OCT2023 BLOOD DRAWS+SL	288.63	
			78364	11/29/2023	NOV2023 BLOOD DRAWS	210.00	568.63
118336	1/10/2024	50599	ARC IMAGING RESOURCES B38654	7/31/2023	JL2023/24 SVC MAINT: CR359	1,550.00	1,550.00
118337	1/10/2024	42251	ARCOS, MARIA Ck 1/10/24	12/11/2023	VOUCHER 95, 11/26-12/11	293.79	293.79
118338	1/10/2024	55542	AVILA, BEATRIZ Deposit	12/12/2023	12/8 HOLIDAY PARADE VEND	200.00	200.00
118339	1/10/2024	00836	BIO-TOX LABORATORIES 45146	11/27/2023	8/28, 9/11, 11/6 LAB SERVICES	1,816.13	
			45147	11/27/2023	9/11+25, 11/6 LAB SERVICES	1,075.80	2,891.93
118340	1/10/2024	50839	BURRTEC ENVIRONMENTAL AC 511799	11/30/2023	11/10 PORTOLE DELIVERY	1,499.85	1,499.85
118341	1/10/2024	44202	CAPITAL REALTY ANALYSTS 23-4758	11/20/2023	APPRAISAL FEE: APN 779-350	4,500.00	4,500.00
118342	1/10/2024	53220	COACHELLA ACE HARDWARE 6164/1	10/20/2023	FIRST AID KIT, ETC	51.08	
			6374/1	12/4/2023	BUNGEE CORD ASSRTED, E1	28.25	
			6215/1	10/31/2023	STIHL PARTS & LABOR	485.50	
			6298/1	11/15/2023	ACE UTILITY GLOVE, ETC	54.88	
			6355/1	11/28/2023	AUTO AIR FRESHNR HLDR, E	39.74	
			6360/1	11/28/2023	MASON HOE 7"X57.6"	44.57	
			6373/1	12/4/2023	DRIVER POST W/ HANDLES,	64.64	
			6386/1	12/5/2023	WIRE STRIPPER BLU 20AWG	102.19	
			6394/1	12/7/2023	VP 50:1 FUEL	88.05	
			6405/1	12/7/2023	LED FLASHLT, AIR FRSHNR F	92.36	
			6421/1	12/11/2023	LOCKING HITCH PIN, ETC	52.71	
			6284/1	11/13/2023	BULB FL UBND T8 6"	39.13	
			6329/1	11/20/2023	WIRE BRUSH W/ SCRIP, ETC	13.03	1,156.13
118343	1/10/2024	55560	COACHELLA LITTLE ARABS 2023 Spnsrshp	12/14/2023	2023 YOUTH FOOTBALL SPO	1,500.00	1,500.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118344	1/10/2024	08970	COACHELLA VALLEY BOXING 0723	7/31/2023	JULY2023 BOXING CLUB SER	2,500.00	
			0823	8/31/2023	AUG2023 BOXING CLUB SER'	2,500.00	
			1223	12/31/2023	DEC2023 BOXING CLUB SER'	2,500.00	
			1123	11/30/2023	NOV2023 BOXING CLUB SER'	2,500.00	
			0923	9/30/2023	SEPT2023 BOXING CLUB SEF	2,500.00	
			1023	10/31/2023	OCT2023 BOXING CLUB SER'	2,500.00	15,000.00
118345	1/10/2024	55543	COMMUNITY PROGRAMS OF Refund	12/11/2023	DEPOSIT REFUND- 12/2 LIBR	300.00	300.00
118346	1/10/2024	54137	CONSERVE LANDCARE LLC 280942	11/29/2023	11/21 INSTLL'D BOULDERS @	3,610.00	
			280943	11/29/2023	11/28 INSTLL'D PLANTS @ DI	1,910.00	
			281076	11/29/2023	11/21 RPR'D IRRGTN @ DIST	140.68	
			280944	11/29/2023	11/28 INSTLL'D DG & BENCH	2,364.00	
			280949	11/29/2023	11/14 RPR'D IRRGTN @ DIST	181.57	
			281083	11/29/2023	11/15 RPR'D IRRGTN @ DIST	265.67	
			285298	11/30/2023	11/15 RPR'D IRRGTN @ DIST	221.45	
			285299	11/30/2023	11/28 RPR'D IRRGTN @ DIST	269.78	
			285301	11/30/2023	11/27 RPR'D IRRGTN @ DIST	292.39	
			285532	11/30/2023	11/30 RPR'D IRRGTN @ DIST	241.54	9,497.08
118347	1/10/2024	11800	COUNTY OF RIVERSIDE AN0000002822	12/13/2023	NOV2023 ANL SHLTR+FIELD+	37,474.14	37,474.14
118348	1/10/2024	09650	CVAG CV24073-23	12/8/2023	PE9/30 ATP- ARTS AND MUSI	3,789.35	
			CV24069-23	12/8/2023	PE8/26 ATP- ARTS AND MUSI	3,190.96	
			CV24078-23	12/19/2023	1ST QTR- FY23/24 (JL-SP) AB	11,325.29	18,305.60
118349	1/10/2024	09950	CVWD Nov 2023	12/1/2023	CN 332543, NOV2023 WELL R	37,739.39	37,739.39
118350	1/10/2024	50103	D&H WATER SYSTEMS I2023-1288	9/13/2023	PREVENTATIVE MAINT LOW	381.11	
			I2023-1648	11/30/2023	W2T378423 MOTOR	538.28	919.39
118351	1/10/2024	54790	DALKE & SONS CONSTRUCTI 14	11/30/2023	PE11/30 FIRE STATION REHA	259,214.41	259,214.41
118352	1/10/2024	44036	DE LAGE LANDEN PUBLIC 81595044	12/12/2023	ACC #1338330, COLOR COPIE	216.41	216.41
118353	1/10/2024	49859	DEAZTLAN CONSULTING, LLC Prospera	1/3/2024	COACHELLA PROSPERA PRC	27,500.00	27,500.00
118354	1/10/2024	01755	DEPT OF INDUSTRIAL RELATIE 2016090 SB	11/30/2023	CONVEYANCE #150143: 5346	225.00	225.00
118355	1/10/2024	53007	DESERT PROMOTIONAL & 95749	12/8/2023	11OZ GREY C-HANDLE MUGS	642.76	
			95823	12/13/2023	TWO-TONE PARKA W/ EMBRI	179.44	822.20
118356	1/10/2024	49765	DESERT PUBLICATIONS, INC. 98458	12/1/2023	12/1- ARTS+CULTURE AD	4,740.00	4,740.00



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118357	1/10/2024	13700	DEWEY PEST CONTROL INC. 16323246	12/1/2023	AC103361, DEC2023, SENIOR	80.00	
			16328819	12/1/2023	AC2010194, DEC-FEB2024, AI	150.00	
			16328825	12/1/2023	AC1434611, DEC2023, DIST 3:	60.00	
			16328832	12/1/2023	AC1450610, DEC2023, DE OR	160.00	
			16336526	12/1/2023	AC2012540, DEC2023, 51301 I	1,200.00	
			16336527	12/1/2023	AC2012536, DEC2023, 48400 `	1,200.00	
			16346869	12/1/2023	AC1281215, DEC2023, SIERR	301.00	
			16346870	12/1/2023	AC1281218, DEC2023, 51251 I	900.00	4,051.00
118358	1/10/2024	42442	DIRECTV 018084532X231	11/26/2023	11/25-12/24 BUSINESS ENT P,	383.52	383.52
118359	1/10/2024	55562	DRAW FOR SMILES 1010	12/14/2023	12/14 CARICATURE ARTIST @	1,200.00	1,200.00
118360	1/10/2024	14860	E. K. WOOD LUMBER COMPAI513524	12/7/2023	RATCH TIE DOWN	200.35	200.35
118361	1/10/2024	14700	E. S. BABCOCK & SONS, INC. CL30441-0076M	12/8/2023	OCT-NOV2023 LAB SAMPLES	3,528.21	
			CL30442-0076D	12/8/2023	OCT-NOV2023 LAB SAMPLES	3,348.13	6,876.34
118362	1/10/2024	55042	EAGLE TRUCK WASH CO000331907	12/5/2023	12/5 STRAIGHT TRUCK TANK	60.50	60.50
118363	1/10/2024	49635	EISENHOWER MEDICAL CEN`Oct 2023	11/15/2023	AC #700000133, OCT2023 SV(	1,200.00	1,200.00
118364	1/10/2024	44088	FERGUSON ENTERPRISES, IN3122319	11/13/2023	BRS SQ HD CORED PLUG, ET	112.65	112.65
118365	1/10/2024	02272	FRANKLIN TRUCK PARTS, INCIN352661	12/5/2023	TURNLAMP	31.21	31.21
118366	1/10/2024	51494	GARDA CL WEST, INC. 20587198	11/30/2023	NOV2023 EXCESS LIABILITY/	301.91	
			20587204	11/30/2023	NOV2023 EXCESS COIN BAG	24.17	326.08
118367	1/10/2024	54047	GONZALEZ, ADRIANA 2023 Grant	12/4/2023	CANNABIS EQUITY GRANT PI	60,000.00	60,000.00
118368	1/10/2024	54837	GONZALEZ, RAQUEL Deposit	12/12/2023	12/8 HOLIDAY PARADE VEND	200.00	200.00
118369	1/10/2024	18050	GOVERNMENT FINANCE OFF 2024 Rnwl	1/2/2024	2024 MBRSH #300221053: R	305.00	305.00
118370	1/10/2024	20150	HYDRO AG SYSTEMS 20587	11/21/2023	PVC SCH80 COUPLING, ETC	141.73	141.73

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118371	1/10/2024	20450	IMPERIAL IRRIGATION DISTRI	50371785-NV23	12/1/2023	AC50371785, 10/26-11/28, LIF	1,488.38	
				50387122-NV23	12/7/2023	AC50387122, 11/1-30, SEWER	45,996.67	
				50408460-NV23	12/1/2023	AC50408460, 10/27-11/28, WE	16,894.49	
				50434217-NV23	12/1/2023	AC50434217, 10/27-11/28	61.24	
				50459795-NV23	12/1/2023	AC50459795, 10/27-11/28	39.46	
				50459796-NV23	12/1/2023	AC50459796, 10/27-11/28	87.80	
				50459819-NV23	12/1/2023	AC50459819, 10/27-11/28	59.76	
				50487676-NV23	12/6/2023	AC50487676, 11/1-30, LIFT ST,	15.54	
				50509172-NV23	12/6/2023	AC50509172, 11/1-30, CORP Y	1,785.11	
				50522793-NV23	12/1/2023	AC50522793, 10/27-11/28, SC/	68.79	
				50705542-NV23	12/6/2023	AC50705542, 11/1-30, PERMIT	1,163.96	
				50705544-NV23	12/6/2023	AC50705544, 11/1-30, PERMIT	248.66	
				50035560-NV23	12/4/2023	AC50035560, 10/27-11/28, ST I	27,021.13	
				50035755-NV23	12/1/2023	AC50035755, 10/27-11/28, PUM	41.87	
				50035836-NV23	12/6/2023	AC50035836, 11/1-30, WELL #	12.34	
				50217597-NV23	12/6/2023	AC50217597, 11/1-30	54.32	95,039.52
118372	1/10/2024	45108	IMPERIAL SPRINKLER SUPPL	0013672816-001	12/7/2023	SIMPLOT BEST TRIPLE PRO	168.68	168.68
118373	1/10/2024	55169	INDUSTRIAL HEALTH MEDICA	00009856	12/5/2023	NOV2023 SVCS: BRIBIESCA+	325.00	325.00
118374	1/10/2024	53801	INFOSEND, INC.	249719	10/31/2023	OCT2023 UTILITY BILLING SV	2,428.11	2,428.11
118375	1/10/2024	55558	JL GROUP, LLC	23054PO.1	12/7/2023	MAY-DEC2023 SVCS: OPPENI	40,745.00	40,745.00
118376	1/10/2024	52738	JNS MEDIA SPECIALISTS	11357	12/5/2023	ARTS+CULTURE ANNUAL AD:	431.25	431.25
118377	1/10/2024	52906	JOHNSON CONTROLS SECUR	39511918	11/11/2023	12/1-2/29 ALARM @ 1515 6TH	1,583.46	1,583.46
118378	1/10/2024	01948	KIMBALL MIDWEST	101700799	12/5/2023	SUPER PRIM DRILL, MINI SCf	661.34	661.34
118379	1/10/2024	53151	KLOB-FM	725863-1	11/26/2023	11/9-10 AD SPOT: VETERANS	480.00	480.00
118380	1/10/2024	47328	KONICA MINOLTA	43657066	11/25/2023	BIZHUB C454E, 1515 6TH ST,	424.14	424.14
118381	1/10/2024	44767	KUNA FM	655027-1	7/16/2023	7/10 AD SPOT: BGDMA PK CC	120.00	
				662034-1	9/30/2023	9/29-30 AD SPOT: MOVIES IN	56.00	
				667857-1	11/30/2023	11/22-30 AD SPOT: TREE LIGI	536.00	
				667857-2	12/31/2023	12/1-8 AD SPOT: HOLIDAY PA	464.00	1,176.00
118382	1/10/2024	45051	LAMAR OF PALM SPRINGS	115414489	11/27/2023	11/27-12/24 POSTER ADVERT	1,236.00	
				115424740	11/27/2023	11/27-12/24 POSTER ADVERT	845.45	
				115424741	11/27/2023	11/27-12/24 POSTER ADVERT	1,200.00	3,281.45
118383	1/10/2024	54362	LINDE GAS & EQUIPMENT INC	39561637	11/22/2023	IND HIGH PRESSURE<100CF	39.46	39.46

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118384	1/10/2024	24600	LOPES HARDWARE	000235	11/30/2023	PINE SOL, KEY HOLDER, DUS	404.87	
				000369	11/30/2023	PUTTY KNIFE, PADLOCK, BR	280.53	
				474	10/9/2023	LOCKS, BROOM, CLAMPS, GI	505.65	1,191.05
118385	1/10/2024	02162	LOWE'S COMPANIES, INC.	65183	11/21/2023	4 BSKT POLE CADDY-BN, LRC	355.30	
				89311	11/21/2023	HYDRO ENERGETIX WALLMC	473.60	828.90
118386	1/10/2024	54700	MACIAS NURSERY INC.	92853	11/30/2023	5GAL PLANTS	70.03	70.03
118387	1/10/2024	55559	MARTINEZ, MARIA DOLORES	Deposit	12/12/2023	12/8 HOLIDAY PARADE VEND	200.00	200.00
118388	1/10/2024	55038	MEDINA ZENDEJAS COMMUN	1567	9/21/2023	RPR'D ROAD & SHOULDER @	25,000.00	
				1598	11/29/2023	RPR'D MANHOLE & PIPE @ L	4,350.00	29,350.00
118389	1/10/2024	25900	MEREDITH & SIMPSON CONS	230814	8/8/2023	RPLC'D 24VDC START RELAY	175.72	175.72
118390	1/10/2024	47192	O'REILLY AUTO PARTS	2855-219430	11/28/2023	A/C HTR RLY	10.53	
				2855-221973	12/6/2023	TOWING KIT	217.45	227.98
118391	1/10/2024	02028	PETE'S ROAD SERVICE, INC.	23-0718888-00	11/30/2023	MOUNT/BALANCE NEW TIRE	240.39	240.39
118392	1/10/2024	52596	PLANIT PRINT WORKS	927736	11/30/2023	PLANS- AVE 50 WIDENING PJ	887.22	
				927935	12/11/2023	RED DOOR HANGERS	334.03	1,221.25
118393	1/10/2024	42759	PROPER SOLUTIONS, INC.	15388	12/1/2023	WE 12/1: J. FERNANDEZ	1,420.43	
				15389	12/1/2023	WE 12/1: N. NOVOA	1,535.60	
				15414	12/8/2023	WE 12/8: J. FERNANDEZ	1,151.70	
				15415	12/8/2023	WE 12/8: N. NOVOA	1,535.60	5,643.33
118394	1/10/2024	52327	QUADIENT LEASING USA, INC	Q1114459	12/19/2023	JA-AP2024, LSE #N22061758,	723.39	723.39
118395	1/10/2024	52306	QUINN COMPANY	26911701	12/6/2023	12/1-5 KNUCKLEBOOM/4WD/I	2,515.38	
				26934501	12/8/2023	12/5-7 COMPACT TRACK LDR	2,421.64	
				WOG00018254	11/29/2023	RMV'D/INSTLL'D UNIT INJECT	6,913.61	11,850.63
118396	1/10/2024	50187	RAFTELIS FINANCIAL	30309	10/2/2023	SEPT2023 UTILITY OPERATIC	5,000.00	5,000.00
118397	1/10/2024	54500	RELIABLE TRANSLATIONS CC	26503	11/30/2023	11/30 DOCUMENT TRANSLAT	75.00	
				26508	11/30/2023	11/30 DOCUMENT TRANSLAT	75.00	
				26564	12/6/2023	12/6 PLANNING COMM MTG S	490.00	
				25557	8/7/2023	8/7 CC MTG SVCS	294.00	
				25666	8/23/2023	8/23 DOCUMENT TRANSLATI	96.58	
				26246	10/28/2023	10/28 DOCUMENT TRANSLAT	90.56	1,121.14
118398	1/10/2024	52365	RESORT PARKING SERVICES	9701	12/5/2023	12/8 ADDTNL HOLIDAY PARAI	335.00	335.00
118399	1/10/2024	52995	RM BROADCASTING, LLC	IN-1231129241	11/30/2023	11/23-29 AD SPOT: TREE LIG	450.00	
				IN-1231229606	12/31/2023	12/1-8 AD SPOT: HOLIDAY PA	550.00	1,000.00
118400	1/10/2024	51785	RMC WATER AND ENVIRONM	28067	12/7/2023	PE11/24 MESQUITE & AMEZC	1,434.00	1,434.00
118401	1/10/2024	55229	RRM DESIGN GROUP	2939-01-1123	12/8/2023	OCT-NOV2023 DESIGN SVCS	8,900.00	8,900.00



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118402	1/10/2024	47658	RUIZVA L. PEST CONTROL	133	8/16/2023	AUG2023 SVCS @ FIRE STAT	75.00	75.00
118403	1/10/2024	44581	SIGNARAMA	INV-119470	11/21/2023	INSTLL'D MONUMENT SIGN @	4,950.04	4,950.04
118404	1/10/2024	35450	SOCALGAS	1500 6th-NV23	11/27/2023	AC 020 678 1257 4, 10/23-11/2	15.53	
				1515 6th-NV23	11/27/2023	AC 031 523 3700 6, 10/23-11/2	25.63	
				1540 7th-NV23	11/27/2023	AC 008 423 3900 4, 10/23-11/2	78.06	
				84626Bag-NV23	11/27/2023	AC 153 323 6215 9, 10/23-11/2	14.79	
				87075Av54-NV2	11/27/2023	AC 123 573 5834 5, 10/23-11/2	67.42	
				BagPool-NV23	11/27/2023	AC 069 323 6500 7, 10/23-11/2	14.79	
				1377 6th-NV23	11/27/2023	AC 012 623 3791 6, 10/23-11/2	63.36	279.58
118405	1/10/2024	35430	SOUTH COAST A.Q.M.D.	4261476	11/1/2023	ID 98112, D75075, EM ELEC G	504.91	
				4263758	11/1/2023	ID 98112, FY23/24, EMISSIONS	160.35	665.26
118406	1/10/2024	47319	SPARKLETTS	9467308 112423	11/24/2023	NOV2023 WATER @ SANITAR	261.35	261.35
118407	1/10/2024	52595	STAPLES BUSINESS CREDIT	7615929401-0-1	11/10/2023	BOARD PLNR MNTH 48X36	207.81	
				7619481881-0-1	11/20/2023	100LB WHITE LINEN CARDST	167.46	
				7619950519-0-1	11/20/2023	MESH WALL FILE BLACK, ETC	109.86	
				7620100988-0-1	11/24/2023	BPA FREE THERMA, NTBK ST	296.81	
				7620100988-0-2	11/27/2023	15.6IN NYLEE TP-LD CASE	22.28	
				7620102418-0-1	11/27/2023	100LB WHITE LINEN CARDST	1,339.71	
				7620269134-0-1	11/27/2023	TIPPI MICRO GEL FINGERTIP	39.70	
				7620274183-0-1	11/27/2023	X3 NITRILE GLOVES, AA BAT	174.91	
				7620890879-0-1	12/4/2023	BPA FREE THERMA, STAPLES	231.95	
				7903891114-0-1	10/25/2023	SHARPIE UF BLK 36PK, DSK	299.35	2,889.84
118408	1/10/2024	36300	SWRCB FEES	SW-0272679	11/9/2023	#7 33M1000212, FY23/24, PHA	10,602.00	10,602.00
118409	1/10/2024	52419	TAPIA, CLARISSA	Deposit	12/12/2023	12/8 HOLIDAY PARADE VEND	200.00	200.00
118410	1/10/2024	54550	TBU INC.	49405	9/6/2023	9/2 RPR'D MANHOLE @ AVE 5	6,635.73	
				49406	9/6/2023	9/2 RPR'D MANHOLE @ AVE 5	6,635.73	
				49407	9/6/2023	9/2 RPR'D MANHOLE @ AVE 5	6,635.73	
				49595	11/13/2023	11/8 ASPHALT PATCH ST RPR	4,017.00	23,924.19
118411	1/10/2024	51918	THE GREATER COACHELLA	V25159	11/20/2023	STATE OF THE CITY & BUSIN	552.00	552.00
118412	1/10/2024	38250	TOPS N BARRICADES	1103655	11/22/2023	11/3-17 CHNGBLE MSG SIGN	2,580.00	
				1103755	11/30/2023	11/24-29 CHNGBLE MSG SIGN	3,360.00	5,940.00
118413	1/10/2024	38800	UNDERGROUND SERVICE AL	23-241694	12/1/2023	CA STATE FEE FOR REGULA	41.41	
				1120230113	12/1/2023	NOV2023- 50 NEW TICKETS+	97.50	138.91
118414	1/10/2024	43751	USA BLUEBOOK	INV00198058	11/16/2023	GRADUATED GRIFFIN BEAKE	529.56	
				INV00198214	11/16/2023	TRI-CORNER BEAKERS	54.49	584.05

Bank : wfb WELLS FARGO BANK (Continued)

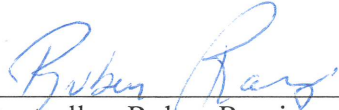
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118415	1/10/2024	54835	VALENCIA, ARNULFO	Deposit	12/12/2023 12/8 HOLIDAY PARADE VEND	200.00	200.00
118416	1/10/2024	39640	VALLEY LOCK & SAFE	184986	12/8/2023 INSTLL'D CYBER CYL, ETC @	877.95	877.95
118417	1/10/2024	39645	VALLEY OFFICE EQUIPMENT,	IN2311-1356	11/27/2023 ACC #CO03, 10/23-11/22, 5346	323.68	323.68
118418	1/10/2024	55530	VENLO RV	549982	12/7/2023 9.4GAL PROPANE	35.78	
				549985	12/7/2023 PINTLE MOUNT, HOOK MOUN	429.40	465.18
118419	1/10/2024	44966	VERIZON WIRELESS	9950604369	12/1/2023 AC371867190-00001, 11/2-12/	7,785.29	
				9950604370	12/1/2023 AC371867190-00002, 11/2-12/	302.03	8,087.32
118420	1/10/2024	49778	WEST COAST ARBORISTS, IN	1-9532	11/22/2023 10/18 TREE MAINT @ SANITA	4,748.00	
				208043	11/22/2023 PE11/22 TREE MAINT @ STRI	5,280.00	
				208134	11/30/2023 PE11/30 TREE MAINT @ STRI	1,282.50	11,310.50
118421	1/10/2024	54433	WEX ENTERPRISE EXXONMC	94013055	12/23/2023 ACC 0496-00-726338-7, 11/24-	2,051.00	2,051.00
118422	1/10/2024	48971	XPRESS GRAPHICS & PRINTI	23-57738	11/11/2023 VETERAN POLE BANNER	147.47	
				23-57802	11/14/2023 EMPLOYEE ANNIVERSARY B,	71.13	
				23-58201	11/30/2023 18X36 OVERSIZED CHECK	66.43	285.03
118423	1/10/2024	42100	ZUMAR INDUSTRIES INC	8534	11/21/2023 STOP SIGNS	1,596.79	
				8535	11/21/2023 ROAD CLOSED SIGNS	774.64	
				8536	11/21/2023 LEFT & RIGHT REVERSE CUF	976.68	
				8538	11/21/2023 SNS PER COACHELLA SPEC	1,818.70	5,166.81
<b>Sub total for WELLS FARGO BANK:</b>							<b>812,521.60</b>



121 checks in this report.

Grand Total All Checks: 2,748,917.02

Date: January 10, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

apChkLst  
01/09/2024 4:32:04PM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

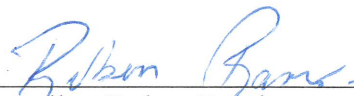
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1768	1/10/2024	02320 CALPERS	10000001739114	12/14/2023	#6373819375, JAN2024 HEAL	129,184.50	
			10000001739115	12/14/2023	#6373819375, JAN2024 HEAL	14,291.06	143,475.56
<b>T FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							143,475.56

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1 checks in this report.

Grand Total All Checks: 143,475.56

Date: January 10, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin

Bank : wfb WELLS FARGO BANK

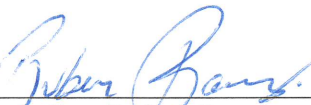
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118424	1/24/2024	55573	ARREDONDO, AVEL	Ref000240489	1/16/2024	UB Refund Cst #00053081	65.06	65.06
118425	1/24/2024	55582	BERNARD MACK	Ref000240501	1/16/2024	UB Refund Cst #00056905	763.98	763.98
118426	1/24/2024	55583	BRECKENRIDGE PROPERTY I	Ref000240502	1/16/2024	UB Refund Cst #00057115	64.36	64.36
118427	1/24/2024	55587	DR HORTON	Ref000240506	1/16/2024	UB Refund Cst #00057391	77.95	77.95
118428	1/24/2024	55588	DR HORTON	Ref000240507	1/16/2024	UB Refund Cst #00057627	14.86	14.86
118429	1/24/2024	55589	DR HORTON	Ref000240508	1/16/2024	UB Refund Cst #00057631	19.26	19.26
118430	1/24/2024	55586	FARRIS, MARVIN	Ref000240505	1/16/2024	UB Refund Cst #00057390	78.41	78.41
118431	1/24/2024	55571	GARCIA, GLORIA	Ref000240487	1/16/2024	UB Refund Cst #00050531	23.94	23.94
118432	1/24/2024	55584	ISAK HOLDINGS, LLC	Ref000240503	1/16/2024	UB Refund Cst #00057274	75.19	75.19
118433	1/24/2024	55572	LI, ZUTAO	Ref000240488	1/16/2024	UB Refund Cst #00051566	27.89	27.89
118434	1/24/2024	55576	MCMANAWAY, KENNETH	Ref000240492	1/16/2024	UB Refund Cst #00055538	794.73	794.73
118435	1/24/2024	55585	NPL CONSTRUCTION	Ref000240504	1/16/2024	UB Refund Cst #00057319	787.13	787.13
118436	1/24/2024	55553	PULTE GROUP	Ref000240498	1/16/2024	UB Refund Cst #00056324	39.07	39.07
118437	1/24/2024	55551	PULTE HOME	Ref000240495	1/16/2024	UB Refund Cst #00056023	21.45	21.45
118438	1/24/2024	55577	PULTE HOME	Ref000240493	1/16/2024	UB Refund Cst #00056014	64.48	64.48
118439	1/24/2024	55580	PULTE HOME CO, LLC	Ref000240499	1/16/2024	UB Refund Cst #00056326	26.23	26.23
118440	1/24/2024	55552	PULTE HOMES	Ref000240497	1/16/2024	UB Refund Cst #00056027	45.83	45.83
118441	1/24/2024	55578	PULTE HOMES	Ref000240494	1/16/2024	UB Refund Cst #00056017	64.48	64.48
118442	1/24/2024	55579	PULTE HOMES	Ref000240496	1/16/2024	UB Refund Cst #00056025	56.92	56.92
118443	1/24/2024	55581	PULTE HOMES	Ref000240500	1/16/2024	UB Refund Cst #00056412	130.64	130.64
118444	1/24/2024	55575	ROMERO, ELI	Ref000240491	1/16/2024	UB Refund Cst #00055201	37.76	37.76
118445	1/24/2024	55570	SICRE, MARICELA	Ref000240486	1/16/2024	UB Refund Cst #00043462	70.30	70.30
118446	1/24/2024	55574	WATERMARKE HOMES, LLC	Ref000240490	1/16/2024	UB Refund Cst #00053283	948.69	948.69
118447	1/24/2024	55569	ZARRAGOZA, JOSE ALBERTO	Ref000240485	1/16/2024	UB Refund Cst #00015220	13.52	13.52
<b>Sub total for WELLS FARGO BANK:</b>							<b>4,312.13</b>	

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24 checks in this report.

Grand Total All Checks: 4,312.13

Date: January 24, 2024

  
\_\_\_\_\_  
Controller: Ruben Ramirez

  
\_\_\_\_\_  
City Manager: Gabriel Martin



apChkLst  
01/17/2024 10:14:15AM

Check List  
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1769	1/24/2024	54859	AMAZON CAPITAL SERVICES,	1VRG-FMRG-DC	9/15/2023	PORTABLE VOICE AMPLIFIER	67.52
				1TR3-LL1F-F1FI	1/10/2024	OTTERBOX DEFENDER RPLC	39.03
				1NM3-XL9M-1DI	1/8/2024	SECRETLAB TITAN EVO 2022	650.33
				1L6H-DC6M-PYI	1/11/2024	PANASONIC COLOR DOCUMI	4,241.22
				1KGW-QLJK-1H	1/8/2024	APC NETWORK UPS, ETC	2,304.24
				1CKT-VN7N-3K	1/4/2024	13" ELECTRONIC POINT OF S	170.18
							7,472.52
1770	1/24/2024	49989	ANDREAS LLC	87102	1/3/2024	BUSINESS CARDS: S. VIRGEI	139.17
1771	1/24/2024	53291	ANGENIOUS ENGINEERING	19-07A-037	11/30/2023	PE11/30 AVE 50 BRIDGE	68,713.22
				19-07B-033	11/30/2023	PE11/30 SR-86/AVE 50 INTER	1,273.40
							69,986.62
1772	1/24/2024	42837	ARAMARK UNIFORM & CAREE	DEC2023	12/31/2023	PE12/31 UNIFORMS, MATS &	1,746.14
				DEC2023 CC	12/31/2023	PE12/31 MATS & MOPS	376.92
				DEC2023 SAN	12/31/2023	PE12/31 UNIFORMS, MATS &	600.60
							2,723.66
1773	1/24/2024	42837	ARAMARK UNIFORM & CAREE	25994818	12/2/2023	DRITECH TWILL SHIRT W/ EM	97.80
				26049167	12/22/2023	WMN SS COMPETITOR V NE	55.41
							153.21

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1774	1/24/2024	45929	BECK OIL, INC.	85862CL	10/15/2023 PE10/15 ADMIN DEPT FUEL	309.27	
				93935CL	12/15/2023 PE12/15 GRAFFITI DEPT FUE	89.49	
				93861CL	12/15/2023 PE12/15 ENG DEPT FUEL	170.36	
				93863CL	12/15/2023 PE12/15 LLMD DEPT FUEL	300.51	
				93867CL	12/15/2023 PE12/15 STREETS DEPT FUE	1,098.63	
				93869CL	12/15/2023 PE12/15 WATER DEPT FUEL	1,073.59	
				93872CL	12/15/2023 PE12/15 PARKS DEPT FUEL	504.17	
				93886CL	12/15/2023 PE12/15 VEHICLE MAINT DEF	511.96	
				93887CL	12/15/2023 PE12/15 SENIOR CNTR FUEL	197.45	
				93895CL	12/15/2023 PE12/15 CODE ENF DEPT FU	869.34	
				93904CL	12/15/2023 PE12/15 SANITARY DEPT FUE	1,412.34	
				93910CL	12/15/2023 PE12/15 BLDG MAINT DEPT F	172.00	
				93911CL	12/15/2023 PE12/15 ADMIN DEPT FUEL	125.85	
				85811CL	10/15/2023 PE10/15 LLMD DEPT FUEL	213.26	
				85815CL	10/15/2023 PE10/15 STREETS DEPT FUE	310.94	
				85817CL	10/15/2023 PE10/15 WATER DEPT FUEL	1,145.12	
				85820CL	10/15/2023 PE10/15 PARKS DEPT FUEL	274.89	
				85835CL	10/15/2023 PE10/15 VEHICLE MAINT DEF	328.03	
				85836CL	10/15/2023 PE10/15 SENIOR CNTR FUEL	438.24	
				85845CL	10/15/2023 PE10/15 CODE ENF DEPT FU	777.75	
				85855CL	10/15/2023 PE10/15 SANITARY DEPT FUE	1,176.03	
				85861CL	10/15/2023 PE10/15 BLDG MAINT DEPT F	110.64	
				95514CL	12/31/2023 PE12/31 STREETS DEPT FUE	295.80	
				95516CL	12/31/2023 PE12/31 WATER DEPT FUEL	360.22	
				95519CL	12/31/2023 PE12/31 PARKS DEPT FUEL	218.16	
				95533CL	12/31/2023 PE12/31 VEHICLE MAINT DEF	101.98	
				95542CL	12/31/2023 PE12/31 CODE ENF DEPT FU	84.94	
				95551CL	12/31/2023 PE12/31 SANITARY DEPT FUE	241.86	12,912.82
1775	1/24/2024	43862	BRENNTAG PACIFIC, INC	BPI398910	1/3/2024 APPLIED CREDIT INV #BPI398	1,609.22	1,609.22
1776	1/24/2024	46730	CALPERS	1000000173991	12/27/2023 2024 REPLACEMENT BENEFI	6,981.48	6,981.48
1777	1/24/2024	44307	CIVICPLUS LLC	284176	1/1/2024 ONLINE CODE HOSTING	900.00	900.00
1778	1/24/2024	49858	CV PIPELINE CORP.	S3304	11/28/2023 HYDRO-WASH/VIDEO PIPE IN	4,860.00	
				S3305	11/28/2023 11/27 HYDRO-WASH @ VARIC	3,297.50	
				S3334	1/4/2024 STORM DRAIN MAINT @ DIST	8,137.00	
				S3336	1/8/2024 STORM DRAIN MAINT @ DIST	3,320.00	19,614.50

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1779	1/24/2024	43672	DESERT VALLEY SERVICES INC 618281	11/1/2023	COG DISINFECTANT NEUTRA	296.25	296.25
1780	1/24/2024	53799	ENTERPRISE FM TRUST FBN4915968	12/6/2023	DEC2023 LEASE CHRGS ('20/	18,606.75	18,606.75
1781	1/24/2024	54648	GOVOS, INC. INV-4295	1/8/2024	ADDTN'L STUDIO USER	125.00	125.00
1782	1/24/2024	00207	GRAINGER INC 9952538479	1/4/2024	COMBINATION BULLETIN BO,	101.40	101.40
1783	1/24/2024	53123	GRANICUS 176950	12/22/2023	JULY2023-JUNE2024 VIDEO S	19,140.00	19,140.00
1784	1/24/2024	51892	HERC RENTALS, INC. 34223847-002	12/19/2023	12/4-19 TRAILER TILT RNTL	611.39	
			34231771-001	12/13/2023	12/6-13 TRAILER TILT RNTL	330.90	
			34235919-002	12/13/2023	12/8-9 LIGHT TOWER RNTLS	410.88	
			34212199-001	12/13/2023	11/29-12/9 LIGHT TOWER RN	1,073.90	
			34212199-002	12/22/2023	11/29-12/9 LIGHT TOWER RN	653.77	
			34235867-001	12/27/2023	12/8-9 CART UTILITY TRUCK	453.77	
			34235891-001	12/13/2023	12/8-11 LIGHT TOWER RNTLS	2,967.20	
			34235919-003	12/15/2023	12/8-9 LIGHT TOWER RNTLS	684.80	
			34235919-004	12/20/2023	12/8-9 LIGHT TOWER RNTLS	1,861.33	
			34235919-005	12/22/2023	12/8-9 LIGHT TOWER RNTLS	372.81	
			34223847-001	12/13/2023	12/4-13 TRAILER TILT RNTL	576.33	
			34235919-006	12/28/2023	12/8-9 LIGHT TOWER RNTLS	547.84	
			34235919-007	12/28/2023	12/8-9 LIGHT TOWER RNTLS	958.72	
			34238838-002	12/27/2023	12/8-9 LIGHT TOWER RNTLS	546.82	12,050.46
1785	1/24/2024	54046	LERMA, ARMANDO M. 2023 Grant	11/28/2023	CANNABIS EQUITY GRANT P	210,000.00	210,000.00
1786	1/24/2024	51539	MICHAEL BAKER INTERNATIC 1200226	12/28/2023	PE12/3 PAVEMENT MANAGEM	63,920.00	63,920.00
1787	1/24/2024	54985	MUNISERVICES LLC INV06-018001	1/8/2024	DEC2023- ACFR REPORT	2,940.00	2,940.00
1788	1/24/2024	42525	MUSCO SPORTS LIGHTING, L 418348	12/15/2023	RPR'D BASEBALL FIELD LIGH	6,840.38	6,840.38
1789	1/24/2024	53552	QUENCH USA, INC. INV06791103	1/1/2024	AC D347648, JAN2024 RNTL,	39.47	
			INV06797455	1/1/2024	AC D347651, JAN2024 RNTL,	39.47	78.94
1790	1/24/2024	52784	THE PUN GROUP LLP 114306	12/31/2023	FY22/23 AUDIT SVCS	4,000.00	4,000.00
1791	1/24/2024	48436	UNIVAR SOLUTIONS USA INC. 51752626	1/5/2024	SODIUM HYPOCHLORITE	689.41	
			51752627	1/5/2024	SODIUM HYPOCHLORITE	641.86	
			51716585	12/18/2023	SODIUM HYPOCHLORITE	11,027.58	12,358.85
1792	1/24/2024	50229	URBAN HABITAT 8663	11/30/2023	PE11/30 LNDSCPE & PARK IM	100,682.21	
			8702	12/31/2023	PE12/31 LNDSCPE & PARK IM	17,423.42	118,105.63
1793	1/24/2024	54400	US BANK 7069874	9/25/2023	COACHELLA FIN AUTH LEASE	3,000.00	3,000.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1794	1/24/2024	50629	VINTAGE ASSOCIATES, INC	231322	12/15/2023 DEC2023 LNDSOPE MAINT @	12,700.00	
				231328	12/15/2023 DEC2023 LNDSOPE MAINT @	10,135.00	
				231323	12/15/2023 DEC2023 LNDSOPE MAINT @	5,247.00	
				231326	12/15/2023 DEC2023 LNDSOPE MAINT @	5,300.00	
				231329	12/15/2023 DEC2023 LNDSOPE MAINT @	4,900.00	38,282.00
1795	1/24/2024	51697	WESTERN WATER WORKS S	1407950-01	12/12/2023 2PC POLYMER CVR "WATER"	808.99	
				1408071-00	12/15/2023 WATERLINE REPLACEMENT	1,341.00	
				1408090-00	12/15/2023 SOFT COPPER TUBING 60FT	593.78	2,743.77
1796	1/24/2024	00384	WILLDAN FINANCIAL SERVICE	1010-56939	12/29/2023 JAN-MAR2024 ADMIN SVCS, (	3,261.47	3,261.47
1797	1/24/2024	54671	WILMINGTON TRUST N. A.	20231207-11615	12/7/2023 COACHELLA POB REVENUE I	2,000.00	2,000.00
1798	1/24/2024	54719	YUNEX LLC	90001125	12/21/2023 NOV2023 TRAFFIC SIGNAL M	2,071.50	
				5610000826	12/21/2023 NOV2023 TRAFFIC SIGNAL C.	6,956.70	9,028.20
<b>Γ FOR WELLS FARGO BANK -SEPARATE CHECK:</b>							<b>649,372.30</b>



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118448	1/24/2024	48977	ADT COMMERCIAL	153040141	12/4/2023	JA-MA2024 ALARM/EXT SVC I	346.62	
				153040142	12/4/2023	JAN2024 ALARM/EXT SVC PL	1,297.26	
				153040143	12/4/2023	JAN2024 CELL/EXT SVC PLN,	34.97	1,678.85
118449	1/24/2024	55142	AKEL ENGINEERING GROUP,	231006-03	12/20/2023	PE11/30 TRIPOLI PROJECT S	8,140.50	
				231032-01	12/20/2023	PE11/30 TRACT 38557 (SEVIL	7,328.25	
				23959-03	12/20/2023	PE11/30 KPCC PROJECT STU	11,331.25	26,800.00
118450	1/24/2024	53621	ALL THE RIGHT CONNECTION	7782	1/9/2024	WE 1/7: F. SILVA	294.40	
				7741	12/19/2023	WE 12/17: F. SILVA	1,067.20	
				7742	12/19/2023	WE 12/17: COYT+FELIX+MON	4,747.20	
				7781	1/9/2024	WE 1/7: COYT+FELIX+MONR	2,428.80	8,537.60
118451	1/24/2024	55567	AQUATRAX LLC	1042	12/17/2023	2022 WATER AUDIT VALIDATI	2,500.00	2,500.00
118452	1/24/2024	46355	BEN CASTILLO PAINTING INC	10223	12/28/2023	INTERIOR PAINTING @ CORF	750.00	750.00
118453	1/24/2024	00836	BIO-TOX LABORATORIES	45278	12/19/2023	11/6+20 LAB SERVICES	289.83	
				45279	12/19/2023	11/6+20, 12/4 LAB SERVICES	648.36	
				45326	12/19/2023	11/20 LAB SERVICES	80.00	1,018.19
118454	1/24/2024	54517	BLACK KNIGHT TECHNOLOGI	10299952	10/15/2023	SEPT2023 SITXPRO SBSCRPT	250.00	
				10307457	12/15/2023	NOV2023 SITXPRO SBSCRPT	250.00	500.00
118455	1/24/2024	52723	BRIGHT EVENT RENTALS, LL	753793	1/4/2024	11/29 TREE LIGHTING RNTLS	3,938.20	
				753794	1/4/2024	11/29 TREE LIGHTING RNTLS	1,514.21	
				755725	1/4/2024	12/8 HOLIDAY PARADE RNTLS	3,049.77	
				755724	12/21/2023	12/8 HOLIDAY PARADE RNTLS	4,448.64	12,950.82
118456	1/24/2024	44494	BURRTEC WASTE & RECYCLIBD	12/1/23	12/1/2023	AC 44-BS 405340, 85075 AVE	65.38	65.38
118457	1/24/2024	43634	CACEO	300019469	1/9/2024	2024 MBRSHR RNWL: S. MON	100.00	
				300018955	11/30/2023	2024 MBRSHR RNWL: P. HER	100.00	
				300019465	1/9/2024	2024 MBRSHR RNWL: J. NAVI	100.00	
				300019466	1/9/2024	2024 MBRSHR RNWL: J. ZENI	100.00	
				300019468	1/9/2024	2024 MBRSHR RNWL: R. ROS	100.00	500.00
118458	1/24/2024	02048	CDW GOVERNMENT, INC.	NP47476	12/14/2023	ADO ACRO STD DC ENT RNV	8,505.00	
				NX42545	1/9/2024	APC BACK-UPS ES 8OUT 550	484.32	8,989.32
118459	1/24/2024	07950	CITY OF COACHELLA	Nov 2023	11/30/2023	NOV2023 WATER- ST, PARKS	51,733.76	
				Nov 2023-LLD's	11/30/2023	NOV2023 WATER- LLD'S	14,565.78	66,299.54
118460	1/24/2024	55566	CLASSIC VIBE RADIO DOT NE	Refund	1/10/2024	DEPOSIT REFUND- 1/1 VETEI	300.00	300.00



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118461	1/24/2024	53220	COACHELLA ACE HARDWARE	6361/1	11/29/2023 CHAINSAW SCRENCH DISPL	47.74	
				6428/1	12/12/2023 DOOR STOP WEDGE 6"	64.63	
				6402/1	12/7/2023 TIE DOWN W/ RTCH YLW	113.06	
				6425/1	12/12/2023 PVC CUTTER RATCHETING, I	225.32	
				6437/1	12/14/2023 KEYKRAFTER #264 BRASS	12.36	
				6484/1	12/22/2023 ELBOW 90 PVC40 & RISER	12.10	
				6507/1	1/3/2024 3PC PLIER/WRENCH SET, ET	71.75	
				6511/1	1/3/2024 RUBBER MALLET	28.25	
				6529/1	1/6/2024 BATTERY ALKALINE D & C 8P	45.65	620.86
118462	1/24/2024	44959	COMPUTER CONSULTANTS, I	37629	1/1/2024 JAN-JUNE2024 OFFSITE CLO	3,300.00	3,300.00
118463	1/24/2024	54137	CONSERVE LANDCARE LLC	291869	12/31/2023 DEC2023 LNDSCPE MAINT @	58,299.00	
				291870	12/31/2023 RPR'D BASIN @ DIST 32	21,476.00	
				291871	12/31/2023 12/20 INSTLL'D FLOWERS @	1,920.00	
				291872	12/31/2023 12/6 RPR'D IRRGTN @ DIST 2	447.92	
				291873	12/31/2023 12/29 RPR'D IRRGTN @ DIST	164.09	
				291874	12/31/2023 12/12 RPR'D IRRGTN @ DIST	1,966.60	
				291875	12/31/2023 12/19 RPR'D IRRGTN @ DIST	346.31	
				291876	12/31/2023 12/26 RPR'D IRRGTN @ DIST	348.26	84,968.18
118464	1/24/2024	52375	CORE & MAIN LP	U090054	12/12/2023 MTR COUPLING, NORTH TOV	510.35	510.35
118465	1/24/2024	50103	D&H WATER SYSTEMS	I2023-1733	12/21/2023 DETERGENT ADDITIVE & K IC	1,397.32	1,397.32
118466	1/24/2024	54790	DALKE & SONS CONSTRUCTI	15	12/31/2023 PE12/31 FIRE STATION REHA	134,403.15	134,403.15
118467	1/24/2024	54602	DE FRANCISCO SHEK, ANDRI	23027	12/17/2023 LONG SLEEVE T-SHIRT DESI	300.00	300.00
118468	1/24/2024	44036	DE LAGE LANDEN PUBLIC	81804805	1/12/2024 ACC #1338330, COLOR COPIE	216.41	216.41
118469	1/24/2024	12870	DEPARTMENT OF JUSTICE	703901	12/6/2023 NOV2023 BLOOD ALCOHOL A	140.00	
				703952	12/6/2023 SEPT2023 BLOOD ALCOHOL,	70.00	210.00
118470	1/24/2024	01089	DESERT ELECTRIC SUPPLY	S3123444.002	12/14/2023 TYPE POLE 3: TYPE 15 W/15'	4,165.46	
				S3123446.002	12/14/2023 TYPE POLE 2: TYPE 15 W/15'	4,165.46	
				S3123451.002	12/14/2023 TYPE POLE 1: TYPE 15 W/15'	4,165.46	
				S3123520.002	12/14/2023 TYPE POLE 1: ANCHOR BOLT	347.66	
				S3123525.002	12/14/2023 TYPE POLE 2: ANCHOR BOLT	347.66	
				S3123527.002	12/14/2023 TYPE POLE 3: ANCHOR BOLT	347.66	
				S3154586.001	12/13/2023 INT-MAT EK4536 PHOTOCON	148.27	13,687.63
118471	1/24/2024	53007	DESERT PROMOTIONAL &	96173	1/11/2024 JACKET W/ EMBROIDERY	48.94	48.94

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
118472	1/24/2024	13700	DEWEY PEST CONTROL INC.	16380106	1/1/2024	AC1008112, JAN-MAR2024, CO	135.00	
				AC1062335-JA/M	1/1/2024	AC1062335, JAN-MAR2024, CO	444.00	
				AC934340-JA/M	1/1/2024	AC934340, JAN-MAR2024, SA	450.00	
				16373667	1/1/2024	AC1126447, JAN-MAR2024, SM	99.00	
				16377297	1/1/2024	AC1404426, JAN-MAR2024, LI	264.00	
				16379638	1/1/2024	AC102942, JAN-MAR2024, 151	175.50	
				16387371	1/1/2024	AC103361, JAN2024, SENIOR	80.00	
				16404156	1/1/2024	AC241000, JAN-MAR2024, 151	111.00	
				16421728	1/1/2024	AC1067451, JAN-MAR2024, 15	120.00	1,878.50
118473	1/24/2024	54644	DIGITAL PALM SPRINGS	726740-1	11/30/2023	11/22-12/8 YOUTUBE ADS: TR	279.00	
				726740-2	12/31/2023	11/22-12/8 YOUTUBE ADS: TR	720.00	999.00
118474	1/24/2024	14700	E. S. BABCOCK & SONS, INC.	CA40335-0076V	1/9/2024	NOV-DEC2023 LAB SAMPLES	5,013.33	
				CA40336-0076D	1/9/2024	NOV-DEC2023 LAB SAMPLES	2,675.70	7,689.03
118475	1/24/2024	50593	EAN SERVICES, LLC	34858288	12/31/2023	12/7-9 RNTLS: HOLIDAY PARA	627.30	627.30
118476	1/24/2024	52568	EGAN CIVIL, INC.	22182	1/4/2024	CONSTRUCTION STAKING @	5,023.00	5,023.00
118477	1/24/2024	49635	EISENHOWER MEDICAL CEN	Nov 2023	12/15/2023	AC #700000133, NOV2023 SVI	1,200.00	1,200.00
118478	1/24/2024	51494	GARDA CL WEST, INC.	10765872	1/1/2024	JAN2024 ARMORED TRANSP	1,143.80	
				10765880	1/1/2024	JAN2024 CASHLINK MAINTEN	1,424.21	2,568.01
118479	1/24/2024	54895	HV ENTERTAINMENT	1346	1/8/2024	STAGE+PIPE DRAPE+PODIUM	1,250.00	1,250.00
118480	1/24/2024	20150	HYDRO AG SYSTEMS	21124	12/19/2023	3/4" MALE CAMLOCK X MIPT,	30.18	30.18

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118481	1/24/2024	20450	IMPERIAL IRRIGATION DISTRI	50035560-DC23	1/2/2024	AC50035560, 11/29-12/28, ST I	28,834.13
				50035755-DC23	1/2/2024	AC50035755, 11/29-12/27, PUM	44.34
				50035836-DC23	1/5/2024	AC50035836, 12/1-1/3, WELL #	52.33
				50217597-DC23	1/5/2024	AC50217597, 12/1-1/3	59.32
				50371785-DC23	1/2/2024	AC50371785, 11/29-12/27, LIF	1,311.90
				50408460-DC23	1/2/2024	AC50408460, 11/29-12/27, WE	12,208.18
				50434217-DC23	1/2/2024	AC50434217, 11/29-12/27	58.93
				50459795-DC23	1/2/2024	AC50459795, 11/29-12/27	44.53
				50459796-DC23	1/2/2024	AC50459796, 11/29-12/27	78.32
				50459819-DC23	1/2/2024	AC50459819, 11/29-12/27	59.13
				50487676-DC23	1/5/2024	AC50487676, 12/1-1/3, LIFT S	16.94
				50509172-DC23	1/5/2024	AC50509172, 12/1-1/3, CORP `	2,515.24
				50522793-DC23	1/2/2024	AC50522793, 11/29-12/27, SC/	66.73
				50705542-DC23	1/5/2024	AC50705542, 12/1-1/3, PERMI	1,259.91
				50705544-DC23	1/5/2024	AC50705544, 12/1-1/3, PERMI	280.85
				MdNV-MdDC	12/14/2023	MID NOVEMBER-MID DECEM	75,279.52
							122,170.30
118482	1/24/2024	45108	IMPERIAL SPRINKLER SUPPL	0013729592-001	12/15/2023	KELL POTTING SOIL	156.43
				0013717230-001	12/12/2023	RB 5004 PC ROTOR W/ SAM	227.71
				0013714754-001	12/12/2023	RB 1800 POP-UP W/ PRS, PL	141.82
				0013824264-001	12/27/2023	47" SHOVELS & RAKE	59.69
				0013875044-001	1/4/2024	YARA TURF ROYALE	246.20
				0013741259-001	12/14/2023	CHAPIN SURESPRAY 3GAL	61.97
				0013682503-001	12/14/2023	YARA LIVA TROPICOTE	1,668.97
				0013853380-001	1/2/2024	YARA LIVA TROPICOTE	317.89
				0013853380-002	1/3/2024	YARA LIVA TROPICOTE	675.53
				0013526097-002	1/4/2024	HUNTER I-40 ULTRA ROTOR :	827.63
				0013543122-002	1/4/2024	ANGLED WELL LIGHT ZD 3 LE	1,977.08
				0013875431-001	1/4/2024	NDS VALVE BOX LID	25.95
							6,386.87
118483	1/24/2024	53801	INFOSEND, INC.	253527	12/31/2023	DEC2023 UTILITY BILLING SV	4,940.23
118484	1/24/2024	55356	JAVIER AND VIRGINIA BOTELL	Claim	1/3/2024	REPLACEMENT HOUSING PY	167,244.52
118485	1/24/2024	53151	KLOB-FM	726722-1	11/26/2023	11/22-24 AD SPOT: TREE LIG	335.00
				726722-2	12/31/2023	11/27-12/8 AD SPOT: TREE LI	670.00
							1,005.00
118486	1/24/2024	48293	KOA CORPORATION	JC33091-2	10/13/2023	PE9/29 SGC COMMUNITY RE:	37,180.50
				JB92071-40	12/21/2023	PE11/24 AVE 50 IMPROVEMEI	2,665.00
							39,845.50
118487	1/24/2024	47328	KONICA MINOLTA	43859577	12/26/2023	BIZHUB C454E, 1515 6TH ST,	212.07
							212.07



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118488	1/24/2024	44047	KONICA MINOLTA BUSINESS 9009690819	12/13/2023	BIZHUB C454E, 1515 6TH ST,	361.06	361.06
118489	1/24/2024	45051	LAMAR OF PALM SPRINGS 115498460	12/25/2023	12/25-1/21 ROTARY POSTER,	845.45	
			115498463	12/25/2023	12/25-1/21 POSTER ADVERTIS	2,323.00	3,168.45
118490	1/24/2024	52037	LILBURN CORPORATION 24-0147	1/4/2024	7/17-12/31 SVCS: KPC SPECIF	450.00	450.00
118491	1/24/2024	54362	LINDE GAS & EQUIPMENT INC 39872373	12/6/2023	REGULATOR, HOSE TWIN, E	288.85	
			40125415	12/22/2023	IND HIGH PRESSURE<100CF	40.43	329.28
118492	1/24/2024	54123	LISA WISE CONSULTING, INC. 4679	11/28/2023	OCT2023 HOUSING ELEMEN	2,082.50	2,082.50
118493	1/24/2024	55564	LOCKS AROUND THE CLOCK, 50399	12/5/2023	OPENED SAFE @ 48267 VAN	600.00	600.00
118494	1/24/2024	24600	LOPES HARDWARE 546	12/14/2023	CHAINS	34.71	34.71
118495	1/24/2024	02162	LOWE'S COMPANIES, INC. 17798	11/24/2023	PFISTER RANCHO CENTERS	465.72	
			17799	11/24/2023	4 BSKT POLE CADDY-BN	-123.91	
			17843	12/21/2023	PFISTER RANCHO CENTERS	-326.48	15.33
118496	1/24/2024	55020	MARTIN MARIETTA MATERIAL 41302354	12/13/2023	1/2" GB T3C3 PG70-10	531.43	
			41360578	12/20/2023	1/2" MM TY A PG70-10	546.94	1,078.37
118497	1/24/2024	51579	METLIFE- GROUP BENEFITS Jan2024	12/15/2023	JAN2024 DENTAL/VISION/LIFE	12,648.11	
			Jan2024	12/15/2023	JAN2024 DENTAL/VISION/LIFE	587.79	13,235.90
118498	1/24/2024	42240	MULTI W. SYSTEMS, INC. 32331231	10/2/2023	SUBMERSIBLE SEWAGE PUM	680.75	680.75
118499	1/24/2024	53050	OCHOA, JOSE Refund	1/10/2024	DEPOSIT REFUND- 1/6 DATEI	300.00	300.00
118500	1/24/2024	47192	O'REILLY AUTO PARTS 2855-223536	12/11/2023	OIL FILTER & MOTOR OIL	50.32	
			2855-223569	12/11/2023	V-BELT	16.39	
			2855-223709	12/12/2023	FUEL CAP	17.37	
			2855-223862	12/12/2023	V-BELT	15.91	99.99
118501	1/24/2024	50595	PACIFIC LIGHTWAVE INC 67469	12/24/2023	JAN2024 INTERNET SVCS	799.00	799.00
118502	1/24/2024	01683	PALM DESERT AREA CHAMBE 74710	11/9/2023	PEACE OFFICER & PUBLIC S,	1,250.00	1,250.00
118503	1/24/2024	53427	PASTION INDUSTRIES, INC. 042719	12/18/2023	ANNUAL FIRE INSPECTION @	215.00	215.00
118504	1/24/2024	54812	PAX FITNESS REPAIR, LLC 2329	12/18/2023	DEC2023 PREVENTATIVE MA	225.00	225.00
118505	1/24/2024	55568	PENALBER, PERLA Refund	1/10/2024	DEPOSIT REFUND- 12/15 LIBI	300.00	300.00
118506	1/24/2024	02028	PETE'S ROAD SERVICE, INC. 23-0722480-00	12/12/2023	MOUNT/BALANCE NEW TIRE	251.69	251.69
118507	1/24/2024	01395	PJ'S DESERT TROPHIES & GII 26768	12/12/2023	WOOD TONE PLAQUES W/ E	42.79	42.79
118508	1/24/2024	42759	PROPER SOLUTIONS, INC. 15436	12/15/2023	WE 12/15: J. FERNANDEZ	1,420.43	
			15437	12/15/2023	WE 12/15: N. NOVOA	1,535.60	
			15454	12/22/2023	WE 12/22: J. FERNANDEZ	1,535.60	4,491.63
118509	1/24/2024	52306	QUINN COMPANY 27046501	12/22/2023	12/18-19 COMPACT TRACK LC	1,269.66	1,269.66

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118510	1/24/2024	54500	RELIABLE TRANSLATIONS CC26631	12/13/2023	12/13 CC MTG SVCS	588.00	
			26644	12/14/2023	12/14 DOCUMENT TRANSLAT	75.00	
			25322	7/5/2023	7/5 DOCUMENT TRANSLATIO	75.00	
			26174	10/18/2023	10/18 PLANNING COMM MTG	392.00	
			26199	10/21/2023	10/21 DOCUMENT TRANSLAT	75.00	
			26201	10/22/2023	10/22 DOCUMENT TRANSLAT	132.64	
			26205	10/22/2023	10/22 DOCUMENT TRANSLAT	75.00	
			26210	10/24/2023	10/24 DOCUMENT TRANSLAT	75.00	
			26319	11/7/2023	11/7 PPT'S TRANSLATION SV	920.70	
			26599	12/10/2023	12/10 DOCUMENT TRANSLAT	195.36	
			25184	6/20/2023	6/20 PARK & REC MTG SVCS	147.00	
			25403	7/15/2023	7/15 DOCUMENT TRANSLATI	75.00	
			25839	9/14/2023	9/14 DOCUMENT TRANSLATI	98.12	
			26163	10/17/2023	10/17 PARK & REC MTG SVCS	171.50	3,095.32
118511	1/24/2024	55563	RMM INVESTMENT CAPITAL LClaim	1/4/2023	RELOCATION CLAIM: APPRAI	900.00	900.00
118512	1/24/2024	55565	ROSS-CAMPBELL, INC. 24-3646-3	1/8/2024	2023 SB 1383 HOLIDAY ORGA	5,000.00	5,000.00
118513	1/24/2024	47658	RUIZVA L. PEST CONTROL 136	11/30/2023	NOV2023 SVCS @ FIRE STAT	75.00	75.00
118514	1/24/2024	00382	SAFEGUARD BUSINESS SYST9003613779	1/13/2024	LASER CHECK PBLUE	748.81	748.81
118515	1/24/2024	35450	SOCALGAS				
			1377 6th-DC23	12/27/2023	AC 012 623 3791 6, 11/22-12/2	116.99	
			1540 7th-DC23	12/27/2023	AC 008 423 3900 4, 11/22-12/2	134.81	
			BagPool-DC23	12/27/2023	AC 069 323 6500 7, 11/22-12/2	14.30	
			1500 6th-DC23	12/27/2023	AC 020 678 1257 4, 11/22-12/2	15.02	
			1515 6th-DC23	12/27/2023	AC 031 523 3700 6, 11/22-12/2	311.08	
			84626Bag-DC23	12/27/2023	AC 153 323 6215 9, 11/22-12/2	133.00	
			87075Av54-DC2	12/27/2023	AC 123 573 5834 5, 11/22-12/2	66.47	791.67
118516	1/24/2024	54977	SOUTH COAST LIGHTING & S-500309	1/2/2024	BOL-863-42-COACHELLA	3,893.25	3,893.25
118517	1/24/2024	54620	SOUTHWEST PROTECTIVE S				
			12255	12/1/2023	NOV2023 SECURITY SVC @ S	3,984.00	
			12256	12/1/2023	NOV2023 PATROL SVCS @ LI	5,194.00	
			12257	12/1/2023	NOV2023 SECURITY SVCS @	6,723.00	
			12258	12/1/2023	NOV2023 PATROL SVCS @ BI	7,123.20	23,024.20
118518	1/24/2024	52595	STAPLES BUSINESS CREDIT				
			7621089407-0-1	12/11/2023	X-STAMPER	46.80	
			7621089407-0-2	12/6/2023	4 IN 1 E-MESSAGE DATER, E'	58.11	
			7621089407-0-3	12/11/2023	RED STAMP RTN SENDER	16.63	
			7621108040-0-1	12/6/2023	INDEX BNDR, LIQUID ACCEN'	45.14	
			7621082844-0-1	12/6/2023	2024 LAM WALL CAL, POST-I'	60.35	227.03



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118519	1/24/2024	00102	SUNLINE TRANSIT AGENCY INV07411	11/30/2023	NOV2023 CNG FUEL	595.59	595.59
118520	1/24/2024	36300	SWRCB FEES WD-0262573	12/15/2023	#7A333235001, FY23/24 SR86	399.00	399.00
118521	1/24/2024	52125	TAG/AMS, INC. 2831491	12/15/2023	MAY/AUG/NOV2023 DRUG TE	520.00	520.00
118522	1/24/2024	00745	THE PIN CENTER 1123104	11/20/2023	COACHELLA LAPEL PINS	1,012.00	1,012.00
118523	1/24/2024	38250	TOPS N BARRICADES 1103926	12/7/2023	MESH CLASS II LIME W/ SLV	349.63	
			1103986	12/11/2023	11/24-12/8 CHNGBLE MSG SIC	7,740.00	
			1103989	12/11/2023	12/8 HOLIDAY PARADE ROUT	2,000.00	
			1104039	12/13/2023	12/7-12 CHNGBLE MSG SIGN	1,680.00	
			1104004	12/12/2023	12/6-11 BARRICADE RNTLS	1,165.00	
			1104038	12/13/2023	12/7-11 PED BARRICADE RNT	4,800.00	
			1103968	12/8/2023	BARRICADE 8" & CONE 28" W	1,294.67	
			1103727	11/29/2023	JACKET PULLOVER LIME HO	97.82	19,127.12
118524	1/24/2024	55139	TORRES COMMERCIAL PLUM1446	1/2/2024	RPR'D WATER CONNECTION	525.00	525.00
118525	1/24/2024	55441	TOTALPLAN BUSINESS INTER084058	1/9/2024	FURNITURE FOR FIRE STATI	20,249.80	20,249.80
118526	1/24/2024	55531	TRINITY EQUIPMENT INC 114375-0002	1/4/2024	12/4-12/18 UTV 2 SEATER 4X4	3,838.26	
			114119-0003	1/5/2024	12/4-12/18 TURF TOP DRESSI	4,087.00	7,925.26
118527	1/24/2024	44978	TRI-STATE MATERIALS, INC. 109762	12/19/2023	DESERT GOLD DG BLENDED	1,539.26	
			109487	12/4/2023	3/4" CONSTRUCTION GRAVE	1,787.16	
			109826	12/19/2023	DESERT GOLD DG BLENDED	3,175.17	6,501.59
118528	1/24/2024	54885	TYLER BUSINESS FORMS 90928	1/10/2024	SELF SEAL DBL WIN ENVELC	136.82	136.82
118529	1/24/2024	38800	UNDERGROUND SERVICE AL23-242079	1/1/2024	CA STATE FEE FOR REGULA	41.41	
			1220230113	1/1/2024	DEC2023- 57 NEW TICKETS+I	109.75	151.16
118530	1/24/2024	47102	URBAN FUTURES, INC. ROPS	12/15/2023	DEC2023 LAST & FINAL ROP	5,000.00	5,000.00
118531	1/24/2024	43751	USA BLUEBOOK INV00098890	8/9/2023	LS-202 ULTRASONIC LEVEL S	1,184.77	
			INV00103818	8/14/2023	ALGAE BRUSH-SS BRISTLE S	288.20	1,472.97
118532	1/24/2024	39640	VALLEY LOCK & SAFE 182739	12/18/2023	FEB2024/25 CYBERLOCK HO	1,000.00	
			183296	10/2/2023	RPR'D DOOR @ LIBRARY	360.00	1,360.00
118533	1/24/2024	39645	VALLEY OFFICE EQUIPMENT, IN2312-1236	12/22/2023	ACC #CO03, 11/23-12/22, 534	288.02	288.02
118534	1/24/2024	55530	VENLO RV 549994	12/14/2023	14.9GAL PROPANE	56.71	
			549990	12/11/2023	6GAL PROPANE	22.84	79.55
118535	1/24/2024	53173	VERIZON CONNECT NWF, INC OSV0000031979	12/1/2023	NOV2023 GPS MONITORING	1,084.73	1,084.73
118536	1/24/2024	44775	VISTA PAINT CORPORATION 2023-275318-00	12/13/2023	ACRIGLO EGG SHELL WHITE	426.40	
			2023-285827-00	12/22/2023	MON 9800 CITRUS CLEANER	728.99	1,155.39
118537	1/24/2024	54813	WANDERBIRD PRODUCTIONS000530	12/18/2023	DEPOSIT- FY22/23 CITY BUD	5,750.00	5,750.00

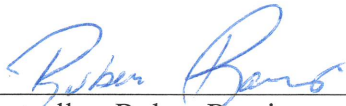
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
118538	1/24/2024	49778	WEST COAST ARBORISTS, IN206257	10/15/2023	10/1-15 TREE MAINT @ LLMD	4,570.00	
			209104	12/1/2023	12/1 TREE MAINT @ LLMD	2,278.00	
			209105	12/4/2023	12/4 TREE MAINT @ LLMD	16,663.00	
			209108	12/6/2023	12/6 TREE MAINT @ LLMD	5,824.00	
			208220	11/20/2023	11/20 TREE MAINT @ LLMD	1,148.00	
			208228	11/27/2023	11/27 TREE MAINT @ LLMD	1,144.00	
			208231	11/29/2023	PE11/29 TREE MAINT @ PARI	855.00	
			208231-A	11/30/2023	PE11/30 TREE MAINT @ PARI	855.00	
			209107	12/5/2023	12/5 TREE MAINT @ LLMD	5,420.00	
			209109	12/11/2023	12/11 TREE MAINT @ LLMD	3,420.00	
			208213	11/16/2023	11/16 TREE MAINT @ LLMD	1,020.00	
			208218	11/17/2023	11/17 TREE MAINT @ LLMD	1,122.00	
			208222	11/21/2023	11/21 TREE MAINT @ LLMD	1,379.00	
			208225	11/22/2023	11/22 TREE MAINT @ LLMD	2,050.00	
			208230	11/28/2023	11/28 TREE MAINT @ LLMD	3,135.00	
			206259	10/15/2023	PE10/15 TREE MAINT @ PARI	18,888.00	69,771.00
118539	1/24/2024	44203	WEST COAST SAND & GRAVE645426	8/18/2023	FILL SAND	669.07	669.07
118540	1/24/2024	48971	XPRESS GRAPHICS & PRINTII23-58734	12/27/2023	COACHELLA PROSPERA STIC	163.27	
			23-58526	12/15/2023	CHRISTMAS POSTER & FLYE	194.13	357.40
118541	1/24/2024	54789	ZEPEDA, ANGEL	1/11/2024	2023 YOUTH FOOTBALL SCH	75.00	75.00
118542	1/24/2024	42100	ZUMAR INDUSTRIES INC	12/20/2023	14GA EZE-OUT SIGN POST	2,427.88	
			8655	12/20/2023	14GA QWIK PUNCH SIGN PO:	2,274.58	
			45890	12/20/2023	14GA QWIK PUNCH SIGN PO:	2,274.58	
			45891	12/20/2023	14GA QWIK PUNCH SIGN PO:	2,274.58	6,977.04
<b>Sub total for WELLS FARGO BANK:</b>							<b>953,841.95</b>

125 checks in this report.

Grand Total All Checks: 1,603,214.25

Date: January 24, 2024



\_\_\_\_\_  
Controller: Ruben Ramirez



\_\_\_\_\_  
City Manager: Gabriel Martin



**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Best Best & Krieger, LLP, City Attorney

**SUBJECT:** Amendment No. 1 to the Employment Agreement between the City of Coachella and Dr. Gabriel Martin

**STAFF RECOMMENDATION**

Staff recommends that the City Council consider the approval of Amendment No. 1 to the Employment Agreement between the City of Coachella and Dr. Gabriel Martin.

**BACKGROUND**

The City of Coachella is a general law city that operates under the council-manager form of government. Under this form of government, the City Council acts as the board of directors and sets policy for the City, while the City Manager acts as the chief executive officer of the organization and carries out the policies of the governing body.

The City Manager implements the decisions of the City Council, manages the day-to-day operations of the City, ensures municipal services are delivered efficiently and effectively, hires and fires employees and works to protect the health, safety and welfare of the City.

On May 26, 2021 the City Council approved an Employment Agreement with Dr. Martin, attached hereto as Exhibit B. The 2021 Employment Agreement provides for a two-year term with the potential for two one-year extensions. Before the City Council today is a first amendment to the City Manager's Employment Agreement.

**DISCUSSION**

Dr. Martin has been the City of Coachella's City Manager since 2021. Previously, he was the City's Economic Development Director and the City's Economic Development Manager. Prior to Dr. Martin's employment with the City he previously served as a Project Manager, Program Manager, Administrative Services Analyst, and Industry Sectors and Community Liaison for various governmental organizations such as the County of San Bernardino, City of Redmond, Riverside County Flood Control and Water Conservation District and Riverside County Economic Development Agency.

Dr. Martin holds a Doctorate in Public Administration; a Master's degree in Public Administration; and a Bachelor's degree in Economics and Business Administration. Dr. Martin has also completed a Project Management Certification Program and has acquired over fifteen years of work experience in the public sector.

The proposed Amendment No. 1 to the Employment Agreement with Dr. Martin is attached to the Staff Report as Exhibit A. Amendment No. 1 would make certain revisions to Dr. Martin's 2021 Employment Agreement. Amendment No. 1 provides for a new three year term with two optional one year extensions. Other terms of the proposed Amendment No. 1 to the Employment Agreement include the following:

- Three (3) year term commencing January 1, 2024 and continuing for three (3) years. Thereafter it provides for two (2) optional one (1) year extensions upon the same terms.
- Annual base salary of 287,000.
- Based on City Manager's annual performance evaluation, at the discretion of the City Council, the City Manager may be awarded a yearly cost of living allowance ("COLA") in an amount not to exceed seven percent (7%). Any COLA granted by City Council shall be added to the City Manager's base salary.
- City Manager shall initiate his evaluation in May each year under City Council procedures, or as otherwise directed by the City Council.
- City Manager shall also receive a one-time lump sum payment in the amount of \$16,100.
- On separation from City employment, the City Manager shall be paid for all unused accrued leave balances, including balances as to vacation, sick leave, administration leave, floating holidays, and other outstanding accrued leave balances, if any.
- The establishment and funding by the City of a qualified pension plan pursuant to Section 401(a) of the Internal Revenue Code with an annual contribution of 5% of the City Manager's annual compensation.
- For termination without cause, the City Manager shall be receive reimbursement for the costs of City Manager's COBRA health insurance premiums for nine (9) months following City Manager's termination or until City Manager finds other employment, whichever occurs first.
- Except as otherwise expressly provided in Amendment No. 1, the remaining provisions of the 2021 Employment Agreement shall continue in full force and effect.

### **FISCAL IMPACT**

The annual base salary of \$287,000 plus the lump sum payment of \$16,100 and benefits as outlined in Amendment No. 1 to the Employment Agreement.



**ALTERNATIVE(S)**

Provide alternative direction.

**ATTACHMENTS**

A. Amendment No. 1 to the Employment Agreement Between the City of Coachella and Dr. Gabriel Martin.

B. City Manager Employment Agreement Between the City of Coachella and Dr. Gabriel Martin (Dated May 26, 2021).

**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT  
BETWEEN CITY OF COACHELLA AND DR. GABRIEL MARTIN**

The EMPLOYMENT AGREEMENT between Dr. Gabriel Martin (hereinafter referred to as City Manager”) and the CITY OF COACHELLA, a municipal corporation of the State of California (hereinafter referred to as “City”) dated May 26, 2021 (“Agreement”), is hereby amended as provided in this Amendment No. 1 (“First Amendment”). This First Amendment is made and entered into this \_\_\_\_ day of January, 2024 (“Effective Date”). The above parties may be individual referred to as “Party” and collectively referred to as the “Parties.”

**RECITALS**

- A. The Parties entered into the Agreement in order to memorialize the terms of his employment as City Manager;
- B. The Parties now desire to amend the Agreement in order to revise specified provisions based on mutually agreed terms; and
- C. This First Amendment is authorized pursuant to Sections 4 and 11 of the Agreement.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and subject to all the terms and conditions hereof, the Parties agree as follows:

**TERMS**

- I. Recitals and Incorporation of Prior Agreements:** The Recitals set forth above are true and correct and are made a part of this First Amendment. The Agreement is incorporated herein by reference and attached hereto as Attachment “1.”
- II. Section 4 of the Agreement, Salary, is hereby amended as follows:**

Beginning as of the Effective Date of the First Amendment, City Manager’s base salary shall be Two Hundred and Eighty Seven Thousand Dollars (\$287,000) per fiscal year, subject to any and all legally necessary taxes and withholdings. City Manager’s salary shall be payable in installments at the same time as other employees of the City are paid. Any increase in salary must be expressly memorialized by written amendment.

City shall also pay City Manager a one-time lump sum payment in the amount of Sixteen Thousand and One Hundred Dollars (\$16,100), subject to any and all legally necessary taxes and withholdings, within thirty days of the execution of this First Amendment by all Parties.

Based on City Manager’s annual performance evaluation, at the discretion of the City Council, City Manager may be awarded a yearly cost of living allowance (“COLA”) in an amount not to exceed seven percent (7%). Any COLA granted by City Council shall be added to the City Manager’s base salary.

**III. Section 5 of the Agreement, Benefits, and specifically Subsection D. thereof, Limitations on CalPERS Contributions / Other Retirement / Administrative Leave, is hereby amended as follows:**

D. Limitations on CalPERS Contributions/ Other Retirement/ Administrative Leave. City Manager expressly agrees that he shall pay the full employee share of his CalPERS pension contribution, regardless of any agreement or benefit level provided to other employees at the City. The City Manager also expressly agrees to pay 2% of the City's share of his CalPERS pension contribution, regardless of any agreement or benefit level provided to other employees at the City. City will adopt and establish a qualified pension plan pursuant to Section 401(a) of the Internal Revenue Code for the benefit of City Manager (or some other plan as allowed by law) and will annually contribute into the qualified plan account, in City Manager's name, an amount equal to five percent (5%) of City Manager's annual compensation. City shall be responsible for all expenses associated with the Section 401(a) plan (or other applicable plan) account during the remaining term of the Agreement, as amended by this First Amendment, including but not limited to administrative services fees and commissions.

**IV. Section 6 of the Agreement, Term, is hereby amended as follows:**

A. Term. Subject to the termination provisions in Section 7 of this Agreement, the term of the Agreement shall be extended, such that it commences on January 1, 2024 and shall continue for three (3) years thereafter ("Amended Term").

B. Succeeding Terms. At the conclusion of the Amended Term, this Agreement shall automatically renew for an additional one year term ("the First Succeeding Term"). If the City Council does not want a Succeeding Term, it must provide City Manager written notice of its intent not to renew at least thirty (30) calendar days before the completion of the Amended Term. Without such notice, the First Succeeding Term will automatically begin upon the completion of the Amended Term.

At the conclusion of the First Succeeding Term, if applicable, this Agreement shall automatically renew for an additional one year term (the "Second Succeeding Term"). If the City Council does not want a Second Succeeding Term, it must provide the City Manager written notice of its intent not to renew at least thirty (30) calendar days before the completion of the First Succeeding Term. Without such notice, the Second Succeeding Term will automatically begin upon the completion of the First Succeeding Term.

Other than the two Succeeding Terms, no other automatic renewal is available under this Agreement.

**V. Section 7 of the Agreement, Termination of Agreement and Severance Pay, and specifically Subsection C. thereof, Termination With or Without Cause, is hereby amended as follows:**

(1) Without Cause – Severance. The City Council may terminate City Manager at any time, regardless of his ability to perform his duties, upon payment of a severance equal to the lesser of: (1) payment equal to two hundred and seventy (270) days of the City Manager’s then applicable based salary; or (2) payment equal to the unexpired Term of this Agreement as described in Section 6 above (“Severance Payment”). City shall also provide Employee reimbursement for the costs of Employee’s COBRA health insurance premiums for nine (9) months following Employee’s termination or until Employee finds other employment, whichever occurs first. The monthly COBRA reimbursement amount shall not exceed the amount paid for Employee’s health insurance premiums at the time of his termination. The Severance Payment is contingent upon City Manager executing a release of liability similar to the exemplar attached as Exhibit “B” to the Agreement. If City Manager fails or refuses to provide City with a release of liability, the Council may release City Manager without cause without Severance Payment.

**VI. Section 7 of the Agreement, Termination of Agreement and Severance Pay, and specifically Subsection F. thereof, Leave Balances, is hereby amended as follows:**

F. Leave Balances. On separation from City employment, the City Manager shall be paid for all unused accrued leave balances, including balances as to vacation, sick leave, administration leave, floating holidays, and other outstanding accrued leave balances, if any, including any other accrued leave balances that either must be paid upon separation under applicable law or under the applicable terms of this Agreement. In the alternative, the City Manager may apply some or all of such leave time to service credit for retirement purposes, if permitted by PERS under applicable laws, rules and regulations. Accumulated leave balances shall be paid at the City Manager’s hourly salary rate at the effective date of separation. In the event the City Manager dies while employed by the City under this Agreement, the City Manager’s beneficiaries or those entitled to the City Manager’s estate, shall be entitled to the City Manager’s earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances that either must be paid upon separation under applicable law or under the applicable terms of this Agreement.

**VII. Section 8 of the Agreement, Performance Reviews; Goals, Objectives and Priorities, and specifically Subsection A. thereof, is hereby amended as follows:**

A. Annual performance evaluations are an important way for the City Council and City Manager to ensure effective communications regarding expectations and performance. Accordingly, the City Council shall review and evaluate the performance of City Manager on an annual basis, or more frequently if the City Council so desires at its discretion. The evaluation shall be in accordance with specific criteria developed jointly by the City Council and City Manager. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with City Manager. City Manager shall initiate the evaluation in May each year under City Council procedures, or as otherwise directed by the City Council.

**VIII. Remaining Provisions:** Except as otherwise expressly provided herein, the

remaining provisions of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 1 as of the Effective Date first written above.

**CITY OF COACHELLA**

**CITY MANAGER**

\_\_\_\_\_  
Steven Hernandez  
Mayor

\_\_\_\_\_  
Dr. Gabriel Martin  
City Manager

**ATTEST:**

\_\_\_\_\_  
Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carlos Campos  
Best Best & Krieger LLP  
City Attorney



**CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF COACHELLA AND DR. GABRIEL MARTIN**

This AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into between Dr. Gabriel Martin (hereinafter referred to as “City Manager”) and the CITY OF COACHELLA, a municipal corporation of the State of California (hereinafter referred to as “City”), in order to provide, in writing, the terms and conditions for management services by the City Manager of City. City and City Manager are sometimes referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

(1) The City requires the services of a City Manager, and the City Council of the City (“City Council”) desires to employ the City Manager in that position.

(2) The City Manager has the necessary education, experience, skills, and expertise to serve as the City’s City Manager.

(3) The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260, *et seq.*

(4) In consideration of these recitals and the performance by the by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

TERMS

NOW, THEREFORE, the Parties hereto agree as follows:

1. Employment

The City hereby agrees to employ the City Manager, and the City Manager agrees and does accept employment upon the terms and conditions set forth herein.

2. Duties and Obligations of City Manager

A. The City Manager hereby agrees to perform the functions and duties of City Manager, as specified in the City’s ordinances, the City’s municipal code (“Municipal Code”), City policies and procedures approved by the City Council, and in state law, and to perform such other duties and functions as the City Council shall from time to time assign. Specifically, the City Manager is obligated to know and execute the duties and responsibilities of the City Manager as set forth in section 2.12, and perform his duties consistent with the Code of Ethics set forth in section 2.64 of the Municipal Code. The City Manager further agrees to perform all such functions and duties to the best of his ability and in an efficient and competent manner.

B. The City Council shall also designate the City Manager as the executive director, general manager or similar title of other City-related legal entities. Such other legal entities include

the City's financing authorities and utility agencies and could include certain joint powers authorities when applicable.

C. The City Manager is a full-time exempt employee, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work, as the City Manager is expected to be available at all times. It is recognized that the City Manager must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Manager shall spend sufficient hours on site to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location.

D. The Parties mutually desire that the City Manager be subject to and comply with the International City Management Association ("ICMA") Code of Ethics, attached hereto as Exhibit "A" and incorporated herein by reference. The City Manager commits to comply with the ICMA Code of Ethics.

E. The City Manager shall administer and enforce policies established by the City Council, and promulgate rules and regulations as necessary to implement City Council policies.

F. The City Manager shall attend all meetings of the City Council, unless excused. The Mayor shall have the authority on behalf of the City Council to excuse the City Manager from meetings. The City Manager shall also take part in the discussion of all matters before the City Council during meetings he attends, and the City Manager shall receive notice of all regular and special meetings of the City Council.

G. Consistent with the Municipal Code, state law and the City Council Manual of Procedures, the City Manager shall review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.

H. The City Manager shall direct the work of all elective and appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council.

I. The City Manager will focus his professional time, ability, and attention to City business during the term of this Agreement. The City Manager shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit the City Manager from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement.

J. All data, studies, reports and other documents prepared by the City Manager while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use.

K. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to the City Manager in connection with the performance of this Agreement shall be held confidential by the City Manager. Such materials shall not, without the prior written consent of the Council, be used by the City Manager for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

### 3. General Obligations of the City

A. The City shall, as outlined within this Agreement, provide the City Manager with staff, office equipment, supplies, automobile allowance, and all other facilities and services reasonably determined by the City Council to be necessary for the performance of the City Manager's duties and within the City's budget constraints.

B. The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits within the City's budget constraints to spend time each year outside of regular City Council meetings to work with the City Manager and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals.

C. The City Council agrees that any criticism of a City staff member shall be done privately through the City Manager.

### 4. Salary

The City Manager's base salary shall be Two Hundred Thirty Thousand Dollars (\$230,000) per fiscal year, subject to any all legally necessary taxes and holdings. The City Manager's salary shall be payable in installments at the same time as other employees of the City are paid. Any increase in salary must be expressly memorialized by written amendment.

### 5. Benefits

A. Automobile Allowance. The City shall pay City Manager an automobile allowance in exchange for the City Manager securing a personal vehicle to be used for City business or functions during, before, and after normal work hours. The automobile allowance shall be \$500 per month. City Manager shall be responsible for the costs of operation, repair, maintenance, and liability, property damage and comprehensive insurance for such personal vehicle. By the City Manager making the City Manager's personal automobile available for use, the City Manager is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

B. ICMA Dues/ Other Professional Development. The City agrees to budget and pay the City Manager's annual dues for membership in ICMA. In addition, the City agrees, subject to the City's budget constraints and advance approval of Council, to pay expenses and allow City time for the following: (1) conference and meeting attendance and selected training opportunities, including, but not limited to, those associated with ICMA, the League of California Cities, and other national, state, regional and/or local associations and organizations necessary and desirable for the good of the City and for the City Manager's continued professional development; (2) professional dues and subscriptions on behalf of the City Manager which are necessary for the City Manager's continuation and full participation in national, state, regional or local associations and organizations, including civic clubs or organization, necessary and desirable for the good of the City and for the City Manager's continued professional development; and (3) travel and subsistence expenses of the City Manager to pursue official and other functions for the City, including, but not limited to, national, state, regional and/or local associations and organizations necessary and desirable for the good of the City and for the City Manager's continued professional development

C. Business Expenses. Within the City's budget constraints and subject to adopted City policies, the City shall pay for or provide the City Manager reasonable reimbursement for all actual and necessary business expenses.

D. Limitations on CalPERS Contributions/ Other Retirement/ Administrative Leave. City Manager expressly agrees that he shall pay the full employee share of his CalPERS pension contribution, regardless of any agreement or benefit level provided to other employees at the City. The City Manager also expressly agrees to pay 2% of the City's share of his CalPERS pension contribution, regardless of any agreement or benefit level provided to other employees at the City. Further, while the City Manager may, in his discretion, contribute to a 457 or other similar retirement saving account established by the City, the City is under no obligation to provide any contribution or match, regardless of any agreement or benefit level provided to other employees at the City.

E. All Other Benefits. With the exception of such benefits as outlined specifically in this Section, the City shall provide the City Manager with other benefits, including but not limited to medical, disability, and retirement benefits, consistent with those benefits provided to the City's other executive-level employees.

## 6. Term

A. Initial Term. Subject to the termination provisions in Section 7 of this Agreement, the term of this Agreement shall commence on June 4, 2021 and shall continue for two years thereafter. ("Initial Term").

B. Succeeding Terms. At the conclusion of the Initial Term, this Agreement shall automatically renew for an additional one year term (the "First Succeeding Term"). If the City Council does not want a Succeeding Term, it must provide the City Manager written notice of its intent not to renew at least thirty (30) calendar days before the completion of the Initial Term. Without such notice, the First Succeeding Term will automatically begin upon the completion of the Initial Term.

At the conclusion of the First Succeeding Term, if applicable, this Agreement shall automatically renew for an additional one year term (the "Second Succeeding Term"). If the City Council does not want a Second Succeeding Term, it must provide the City Manager written notice of its intent not to renew at least thirty (30) calendar days before the completion of the First Succeeding Term. Without such notice, the Second Succeeding Term will automatically begin upon the completion of the First Succeeding Term.

Other than the two Succeeding Terms, no other automatic term renewal is available under this Agreement.

## 7. Termination of Agreement and Severance Pay

A. At-Will. Except as provided in Sections 7(C)(2) and 6(B), the Parties hereby expressly agree that the employment relationship established by this Agreement is at-will and that the City Manager shall serve at the will and pleasure of the City Council. Nothing in this Agreement, any statute, ordinance, or rule shall interfere with Council's right to terminate City Manager, without cause or right of appeal or grievance. City Manager agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his employment and that the provisions of Section 2.12. of the Coachella Municipal Code are not applicable to City Manager, and he hereby waives any rights he would otherwise have thereunder.

B. Automatic Termination. This Agreement, and City Manager's employment, shall automatically terminate, and the City Manager shall not be entitled to any Severance Payment, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon forty-five (45) days notice of resignation given to City by the City Manager.

(3) Upon retirement from full-time public service with the City pursuant to applicable PERS laws, rules and regulations. If the City Manager retires, the City Manager may provide six (6) months' advance notice. The City Manager's actual retirement date will be mutually established.

(4) Upon the death of the City Manager.

(5) When the City Manager has been unable to perform all or substantially all of the essential functions of his position, with or without reasonable accommodation, due to illness, disability, or unavailability for whatever reason for a period of three (3) months.

C. Termination With or Without Cause. This Agreement, and City Manager's employment, may be terminated without prior notice at any time, with or without cause, by the Council by motion carried by a simple majority of its members.

(1) Without Cause - Severance. The City Council may terminate City Manager at any time, regardless of his ability to perform his duties, upon payment of a severance equal to



the lesser of: (1) payment equal to two hundred and seventy (270) days of the City Manager's then applicable base salary; or (2) payment equal to the unexpired Term of this Agreement as described in Section 6 above ("Severance Payment"). City shall also provide Employee reimbursement for the costs of Employee's COBRA health insurance premiums for three (3) months following Employee's termination or until Employee finds other employment, whichever occurs first. The monthly COBRA reimbursement amount shall not exceed the amount paid for Employee's health insurance premiums at the time of his termination. The Severance Payment is contingent upon the City Manager executing a release of liability similar to the exemplar attached as Exhibit "B". If the City Manager fails or refuses to provide the City with a release of liability, the Council may release the City Manager without cause without Severance Payment.

(2) With Cause. In the event City Manager is terminated for cause, he shall not be entitled to any severance pay or benefits. "Cause" shall include the following reasons:

(a) Conviction of a crime, whether misdemeanor or felony. For purposes of this section, a plea of nolo contendere shall also be considered a conviction.

(b) Failure to follow a directive of the Council after written notice of said failure to City Manager approved by a simple majority of the City Council members.

(c) Failure to perform duties and responsibilities pursuant to the terms of this Agreement, the relevant City ordinances, municipal code, and other standards of professional conduct.

(d) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties.

(e) Repeated and protracted unexcused absences from the City Manager's office and duties

D. With Cause Procedure. In order to terminate for cause, the City Council must deliver to the City Manager a written statement of charges and its intent to terminate for cause. Following delivery, the City Manager shall then have ten (10) calendar days to challenge the termination by setting forth his request to challenge in writing. Within such ten (10) day period, the City Manager may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the ten (10) calendar day period constitutes a waiver of the right. If a hearing is demanded, the hearing will be conducted in closed session. The City Manager may produce evidence and argument to the Council. If a written response is submitted but no hearing is demanded, the Council shall review its decision based upon the response. The Council's decision following review of the written response and/or presentation at hearing shall be final and without right of appeal. The City Manager has no reinstatement rights.

E. Suspension. The Council may suspend the City Manager with full pay and benefits at any time, or without pay for a period of up to three weeks, at any time during the term of this Agreement, but only where a simple majority of the Council votes to suspend the City Manager.

F. Leave Balances. On separation from City employment, the City Manager shall be paid for all unused accrued leave balances that either must be paid upon separation under applicable law or under the applicable terms of this Agreement. In the alternative, the City Manager may apply some or all of such leave time to service credit for retirement purposes, if permitted by PERS under applicable laws, rules and regulations. Accumulated leave balances shall be paid at the City Manager's hourly salary rate at the effective date of separation. In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries or those entitled to the City Manager's estate, shall be entitled to the City Manager's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances that either must be paid upon separation under applicable law or under the applicable terms of this Agreement.

8. Performance Reviews; Goals, Objectives and Priorities

A. The Council will conduct a review of the City Manager's performance and consider any necessary adjustments to this Agreement at least every six (6) months. The six-month review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the City Manager.

B. Within forty-five (45) days of the effective date of this Agreement, the City Council and City Manager shall develop the first set of goals, performance objectives and priorities by which to measure the City Manager's performance. The City Council and the City Manager shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the City for the attainment of the City Council's policy objectives, and the City Council and the City Manager shall further establish a relative priority among those goals and performance objectives. Such goals, objectives and priorities are subject to adjustment by the Parties at any time.

9. Bonding

The City shall bear the full cost of any fidelity or other bonds required of the City Manager, in the performance of his duties as City Manager.

10. Indemnification.

To the full extent of the law, as provided by the California Torts Claims Act (Government Code Section 810, et seq.), the City shall defend and indemnify the City Manager against all losses sustained by the City Manager in direct consequences of the discharge of the City Manager's duties within the scope of his employment for the period of the City Manager's employment.

11. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

12. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

13. Assignment

Neither this Agreement, nor any right, privilege, or obligation of the City Manager hereunder shall be assigned or transferred by him without the prior written consent of the Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Council, be null and void and may be considered a material breach of this Agreement.

14. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the City and the City Manager. This Agreement contains all of the covenants and agreements between the Parties with respect to the City Manager's employment by the City in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either Party.

15. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County.

17. No Presumption of Drafter

The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof,

based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

18. Survival of Termination

Many sections of this Agreement are intended by their terms to survive the City Manager's termination of employment with the City. Where so intended, these sections shall survive termination of employment and termination of this Agreement.

19. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

20. Notices

A. Any notice to be given hereunder by either Party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the following respective addresses:

Mayor and City Council  
City of Coachella  
1616 6th Street  
Coachella, CA 92236  
ATTN: Mayor

Dr. Gabriel Martin  
[Address on File at the City]

B. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date of mailing, plus two (2) days.

21. Assistance of Counsel

Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 26<sup>th</sup> day of May 2021.

**CITY OF COACHELLA:**

**EMPLOYEE:**


By: 

Steven Hernandez, Mayor

By: 

Dr. Gabriel Martin

*ATTEST:*

By:   
Andrea Carranza, Deputy City Clerk

*APPROVED AS TO FORM*


By:   
Carlos Campos, City Attorney



Exhibit "A"  
ICMA Code of Ethics

# ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to efficient and democratic local government by elected officials.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2020.*

Exhibit "B"  
Confidential Separation and Release

**CONFIDENTIAL SEPARATION AGREEMENT AND RELEASE**

This Agreement is entered into on \_\_\_\_\_, 20\_\_\_, by and between (hereinafter "Employee") and \_\_\_\_\_ (hereinafter "Employer"). Said parties shall be collectively referred to as the "Parties." Employee is currently employed as an \_\_\_\_\_ for Employer. During the course of Employee's employment issues arose concerning Employee's availability for continued employment. The Parties mutually desire 'to settle all of their present and possible future differences, disputes, or claims relating to and arising out of the employment and, therefore, the Parties agree as follows:

1. **CONSIDERATION AND REVOCATION PERIODS.** This Agreement was presented to Employee on \_\_\_\_\_. Employee has [21 or 45] days to consider, at which time the offer of Agreement is no longer valid. Following execution by Employee, Employee may revoke acceptance of this Agreement, provided Employee does so in a writing which must be hand delivered to Employer's [President] within seven (7) days of the date Employee signs this Agreement.

2. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this Agreement ("Effective Date:") will be at 5:01 p.m. on the eighth (8th) day after the Employer receives Employee's signed Agreement, provided Employee has not previously revoked acceptance on or before that date.

3. **SEPARATION TERMS.** Employee agrees not to contest his separation from employment as of \_\_\_\_\_, 20\_\_\_ ("Separation Date") and to release all claims set for herein. Employee agrees that, as of the Separation Date, he will have already returned any and all equipment or other property belonging to Employer. In return, Employer agrees to pay Employee severance pay in the total amount equal to [\_\_\_\_\_]. This amount is in addition to compensation provided as final wages owed. The severance pay will be paid on Employer's first regular payday following the Effective Date of this Agreement. The payment shall be subject to all lawful deductions and taxes applicable to Employee's wages, and further subject to the terms and conditions contained herein.

4. **GENERAL RELEASE.** Employee voluntarily and irrevocably releases and discharges Employer and its shareholders, directors, officers, employees, fiduciaries, agents, successors, and assigns (collectively, "Released Parties") from and against any and all individual relief claims,

obligations, debts, demands, judgments, or causes of action of any kind whatsoever, known or unknown, actual or contingent, whether brought at law, in equity or otherwise, based on tort, contract, statute, or on any other basis, which Employee has or may have against any of them or liability they may have to Employee (collectively, "Claims"), which arise from or are related to employee's employment or relationship with the Employer or any other Released Party, Employee's separation from employment from any of them, or any other matter, cause or thing whatsoever which may have occurred involving Employee and any Released Party prior to the date of Employee's acceptance of this Agreement. This release also includes all Claims for equitable relief, actual, compensatory, consequential, punitive, special, multiple, or other damages, expenses (including without limitation attorneys' fees and court costs. This release includes, without limitation, any and all Claims Employee has or may have against the Employer or any other Released Party arising under any federal, state, local, or foreign statute, common or other law, including without limitation those relating to the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Civil Rights Acts of 1866, 1871, 1964 and 1991, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Internal Revenue Code of 1986, the Fair Labor Standards Act of 1938, the Family and Medical Leave Act of 1993, the Labor Management Relations Act of 1947, the National Labor Relations Act, the Rehabilitation Act of 1973, the California Labor Code, the California Fair Employment and Housing Act.

5. CIVIL CODE SECTION 1542 WAIVER. Employee agrees that the Released Claims include not only claims presently known to Employee but also include all unknown or unanticipated claims. Employee understands that he may later discover facts different from what they now believe to be true, which if known, could have materially affected this Agreement, but he nevertheless waives any claims or rights based on different or additional facts. Employee knowingly and voluntarily waives any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXISTS IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.



Notwithstanding the provisions of Section 1542, this Agreement is also intended to include all claims which Employee does not know or suspect to exist at the time this Agreement's execution.

6. NO ACTIONS. Employee affirms that he currently has no action, charge, or administrative claim pending before any court of law, governmental body, or administrative agency, either on the federal or state level. [IF EXISTING CLAIM, CONSIDER STATEMENT OBLIGATING EMPLOYEE TO REQUEST DISMISSAL OR ADVISE EEOC OF SETTLEMENT TO EE'S SATISFACTION]. Employee agrees he will not at any time in the future pursue any employment personnel appeal or internal grievance or file any claim for individual relief with any governmental agency or any court arising out of or in any way related to his employment. Employee affirms that he is unaware of any issue relating to Employer's non-compliance with regulatory obligations, [and Employee undertakes the duty to notify Employer, in writing if such non-compliance becomes known.]

7. RELEASE CARVE OUT. Notwithstanding the provisions of paragraphs 4-6, Employee's released claims shall not include any claims based on obligations created by or reaffirmed in this Agreement, nor shall Employee's released claims include claims which expressly cannot be waived according to California Labor Code Section 2804. Nor shall anything in this Agreement be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the National Labor Relations Board (NLRB), U.S. Equal Employment Opportunity Commission (EEOC), California Department of Fair Employment and Housing (DFEH), or any other governmental agency. Notwithstanding the foregoing, Employee hereby agrees to, and does, waive his right to recover monetary damages in any charge or lawsuit filed by Employee or anyone else on his behalf.

**[CONSIDER: DTSA NOTIFICATION:** Notwithstanding my confidentiality obligations set forth in Section \_\_\_\_\_ of this Agreement, I understand that, pursuant to the Defend Trade Secrets Act of 2016, I will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I understand that in the event it is determined that disclosure of Company trade secrets was not done

in good faith pursuant to the above, I will be subject to substantial damages, including punitive damages and attorneys' fees.]

8. NO RE-EMPLOYMENT. As of the date of this Agreement, Employee has not applied for, sought, or accepted re-employment with Employer. Employee knowingly and voluntarily waives all rights he may have under federal or state law to reinstatement and acknowledges that Employer may, in its discretion, refuse to consider any application for re-employment.

9. NO DEFAMATION. The Employee may not disparage customers, suppliers, or vendors nor may Employee defame Employer, its management, its employees, agents, officers, shareholders, or affiliates. Employee agrees to refrain from making public statements regarding his subjective opinion regarding Employer. This obligation is not intended to prohibit lawful interactions with governmental agencies as referred to in paragraph 7.

10. CONFIDENTIALITY. The Parties acknowledge that they have not discussed or disclosed any of the terms of this Agreement to anyone, except for their attorneys or union representatives. Except as such disclosure may occur to Employee's attorneys or accountants or as otherwise may be required by law, or in response to any subpoena, Employee agrees the terms of this Agreement and all negotiations between the Parties shall be kept strictly confidential and neither the details of the negotiations, the terms of this Agreement, or Employee's subjective opinion relating to the negotiations, the Agreement, or his prior employment may be disclosed to anyone, including without limitation, any person, corporation, or other business entity for any purpose. Should any inquiry be made, the Employee may respond only by indicating that the separation was amicable. Should any inquiry be made about Employee by a prospective employer, Employer's human resources personnel may respond to such questions only by indicating dates of employment, his job title, and his salary at the time of his separation.

If Employee becomes legally compelled by deposition, subpoena, interrogatory, request for documents, or similar legal process, he shall immediately notify the Employer telephonically and confirmed in writing, so that the Employer will have the opportunity to intervene. This obligation is not intended to prohibit lawful interactions with governmental agencies as referred to in paragraph 7.

11. NO ASSIGNMENT. The Parties hereto each warrant that they have made no assignment and will make no assignment of any claim, right of action, or any right of any kind whatsoever

embodied in any of the Released Claims and that no other person or entity of any kind had or has any interest in the same.

12. NO ADMISSION OF LIABILITY. This Agreement is solely for the purpose of compromising on the issue of separation of employment. It does not constitute, nor shall it be construed, as an admission of the truth or validity of any claims asserted. All communications made in conjunction with this Agreement shall be governed and protected in accordance with the Federal Rule of Evidence 408 and California Evidence Code sections 1150, et seq.

13. ENTIRE AGREEMENT. This is the entire Agreement between the Parties pertaining to the separation of employment or any disputes or claims arising during the course of employment, and it supersedes all prior or contemporaneous agreements, negotiations, or discussions, whether oral or written, express or implied. No supplements, modifications, or waivers of this Agreement shall be binding unless executed by written amendment.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, including those executed by facsimile, each of which shall be deemed an original but all of which taken together shall constitute one Agreement.

15. ATTORNEYS' FEES. In the event of legal proceedings to enforce the terms of this Agreement, necessary to declare rights hereunder, or as the result of the breach of this Agreement, the prevailing party in any such proceeding shall be entitled to recover from the losing party reasonable costs and attorneys' fees, including but not limited to the out-of-pocket expenses of attorneys and out-of-pocket expenses of experts.

16. NEGOTIATED AGREEMENT. Employee acknowledges and agrees that Employer has recommended use of independent counsel or labor representation, if relevant, throughout all negotiations that preceded the execution of this Agreement. Any choice to forgo such use is of the Employer's own will. This Agreement is the result of arms-length negotiations and expresses the complete, actual, and intended agreement of the Parties.

17. WAIVER & SEVERABILITY. Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of the same. If any provision is held to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent

permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT AND ARE SIGNING VOLUNTARILY.

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Gabriel Martin, EMPLOYEE

CITY OF COACHELLA

Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
\_\_\_\_\_  
Mayor



**STAFF REPORT**  
**1/24/2023**

**TO:** Honorable Mayor and City Council Members

**FROM:** Delia Granados, Deputy City Clerk

**SUBJECT:** Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

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**STAFF RECOMMENDATION:**

Appoint the members of Council to the various intergovernmental organizations, associations and City subcommittees.

**BACKGROUND:**

The City Council Members represent the City on various intergovernmental agencies and associations that consider policy and legislation, which directly impacts the City. In addition, Council Members serve on City subcommittees (ad hoc and standing) and as liaisons to several entities. In compliance with the requirements of the Maddy Act, Government Code 54972, the attached local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

Also, attached is a completed Fair Political Practices Commission (FPPC) form 806, which has been posted to the City's website. This form is required pursuant to FPPC Regulation 18705.5. Each agency must post on its website Form 806, which lists all the paid appointed positions to which an official will vote to appoint themselves. This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional income of \$250 or more in a 12-month period.

The Mayor will be identifying Council appointments to these Committees.

**FISCAL IMPACT:**

There is no fiscal impact to the General Fund.

Attachments: Appointments List  
FPPC Form 806



# CITY OF COACHELLA

## ELECTED/APPOINTED OFFICIALS, BOARDS, COMMITTEES AND COMMISSIONS LOCAL APPOINTMENTS LIST

CALENDAR YEAR 2024 – **DRAFT**

### ELECTED OFFICIALS

City Council Meetings are held on the second and fourth Wednesday of each month in the Council Chamber of City Hall, beginning at 6:00 p.m.

<b>ELECTED OFFICIALS</b>		<b>TERM EXPIRES</b>
Mayor	Steven Hernandez	November 2024
Councilmember	Denise Delgado	November 2024
Councilmember	Neftali Galarza	November 2024
Councilmember	Frank Figueroa	November 2026
Councilmember	Stephanie Virgen	November 2026
City Clerk	Angela M. Zepeda	November 2024
City Treasurer	Arturo Aviles	November 2024

### APPOINTED OFFICIALS

City Manager	Gabriel D. Martin, PhD
City Attorney	Carlos Campos

In compliance with the requirements of the Maddy Act, Government Code 54972, the following local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

**COACHELLA PLANNING COMMISSION** – *(Meets on the first and third Wednesday of each month at 6:00 p.m. at the Coachella **Council Chambers of City Hall located at 1515 Sixth Street, Coachella.**)*

The City Planning Commission shall consist of five regular members and one alternate member. 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.

<b>APPOINTEE</b>	<b>NOMINATED BY (MEMBER OF COUNCIL)</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
Diana Rodriguez	Councilmember Delgado	March 8, 2023	November 2024
Jason Hernandez	Mayor Pro-Tem Galarza	March 8, 2023	November 2024
Yurema Arvizu	Councilmember Figueroa	March 8, 2023	November 2026
Isela Murillo	Councilmember Virgen	March 8, 2023	November 2026
Ruben Gonzalez	Councilmember Galarza	June 26, 2019	November 2024
Oscar Fonsesca ( <i>Alternate</i> )	Mayor Hernandez	March 8, 2023	November 2026

**OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY (HEALTH AND SAFETY CODE SECTION 34179-34181):** – *(Meetings held as needed.)*

The Oversight Board was created pursuant to California State law that dissolved the Coachella Redevelopment Agency, along with all 400 redevelopment agencies in California, on February 1, 2012. That law, known as AB X1 26, required the City of Coachella, as the successor agency to the Coachella Redevelopment Agency, to create a new Oversight Board to oversee certain fiscal management of former Agency funds and assets.

Oversight Boards direct the staff of the Successor Agency, have fiduciary responsibilities to holders of enforceable obligations, approves actions of the Successor Agency and establishes the Recognized Payment Obligation Payment Schedule. It takes a majority of the Oversight Board to constitute a quorum and to vote to take action.

The California Redevelopment Dissolution Laws mandated the dissolution of the 25 existing Oversight Boards within the County of Riverside and the creation of a single Consolidated Oversight Board overseeing all 25 successor agencies within the County commencing on **July 1, 2018**.

<b>QUALIFICATIONS</b>	<b>APPOINTEE</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
Authority to represent the Successor Agency before the Countywide Oversight Board, the Riverside County Auditor-Controller, the State Controller, the California Department of Finance, or any other public body with regards to the Successor Agency business with the Countywide Oversight Board.	Gabriel Martin City Manager	December 8, 2021	Open

**COACHELLA PARKS AND RECREATION COMMISSION** – *(Meets on the third Tuesday of each month at 4:30 p.m. in the upstairs conference room at the Coachella Council Chambers of City Hall located at 1515 Sixth Street, Coachella.)*

The Coachella Parks and Recreation Commission shall consist of five regular members and one alternate member. 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.

<b>APPOINTEE</b>	<b>NOMINATED BY (MEMBER OF COUNCIL)</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
Rosalio Avila (Chair)	Mayor Pro Tem Galarza	April 26, 2023	November 2024
Robert Antonio Caballero	Councilmember Delgado	April 26, 2023	November 2024
Andrew Gallegos	Mayor Hernandez	April 26, 2023	November 2026
Marcos Granados Jr.(Vice C)	Councilmember Virgen	April 26, 2023	November 2026
Karen Hernandez	Councilmember Dr. Figueroa	April 26, 2023	November 2026
J. Carlos Ayala	Alternate (Mayor Hernandez)	April 26, 2023	November 2026

**CULTURE AND ARTS COMMISSION** – *(Meeting dates and times for this new Commission have not yet been established. Meetings will be held at the Corporate Yard located at 53-462 Enterprise Way, Coachella.)*

The Culture and Arts Commission shall consist of five regular members. 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.

<b>APPOINTEE</b>	<b>NOMINATED BY (MEMBER OF COUNCIL)</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
Armando Lerma	Mayor Hernandez	July 26, 2023	November 2024
Clara Nieblas	Councilmember Virgen	July 26, 2023	November 2026
Irene N. Rodriguez	Councilmember Delgado	July 26, 2023	November 2024
Juan Ponce Ramos	Councilmember Dr. Figueroa	July 26, 2023	November 2026
Oralia “Yaya” Ortiz	Mayor Pro Tem Galarza	July 26, 2023	November 2024
Javier Figueroa (Alt.)	Mayor Hernandez	July 26, 2023	November 2024

**YOUTH ADVISORY COMMISSION** – *(Meeting dates and times for this new Commission have not yet been established. Meetings will be held at the Coachella Civic Center located at 53-990 Enterprise Way, Coachella.)*

The Youth Advisory Commission shall consist of ten regular members. All members of the commission must live within the City of Coachella and be enrolled in high school. The term of a commissioner is one year from August to June; mirroring the local school district's school year. 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.

<b>APPOINTEE</b>	<b>NOMINATED BY (MEMBER OF COUNCIL)</b>	<b>ORIGINAL APPOINTMENT</b>	<b>TERM EXPIRES</b>
			June 2024
			June 2024
			June 2024
			June 2024
			June 2024
			June 2024

**COUNCIL SUB-COMMITTEES**

**Building/Code Enforcement/Public Safety Sub-Committee** – *(Meetings called as needed)*

- Neftali Galarza, Mayor Pro Tem
- Frank Figueroa, Councilmember
- City Manager
- Development Services Director
- City Engineer
- Police Chief

Battalion Chief  
Finance Director  
Permit Technician (*Support Staff*)  
Code Enforcement

**Economic Development/Planning Sub-Committee** – (*Meetings held on the 1<sup>st</sup> Thursday of each month at 5:00 p.m. in the **Council Chambers of City Hall located at 1515 Sixth Street, Coachella***)

Steven Hernandez, Mayor – Chair  
Stephanie Virgen, Councilmember  
City Manager  
Development Services Director  
Economic Development Director  
Finance Director

**Senior Citizens Advisory Sub-Committee** – (*Meetings called as needed, if held, on the 3<sup>rd</sup> Wednesday of the month at 1:00 p.m.*)

Neftali Galarza, Mayor Pro Tem  
Frank Figueroa, Councilmember  
Public Works Director  
Senior Center Coordinator (*Support Staff*)

**Engineering/Public Works/Water-Sewer Sub-Committee** – (*Meetings called as needed.*)

Steven Hernandez, Mayor  
Denise Delgado, Councilmember  
City Manager  
Development Services Director  
Economic Development Manager  
Finance Director  
Utilities Department Assistant (*Support Staff*)

**Sister City Sub-Committee** – (*Meetings called as needed.*)

Steven Hernandez, Mayor  
Neftali Galarza, Mayor Pro Tem  
City Manager  
Economic Development Manager

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS** – (*Dark during the months of March, July, August, October and December\**)

**Executive Committee** – (*Meetings held on last Monday\* at 4:30 p.m.*)

Steven Hernandez, Mayor, Member  
Neftali Galarza, Mayor Pro Tem, Alternate  
City Manager, Staff

**CVAG COMMITTEES** – (Continued)

**Transportation Committee** – (Meetings held on 1<sup>st</sup> Monday\* at 10:00 a.m.)

Steven Hernandez, Mayor, Member  
Neftali Galarza, Councilmember, Alternate  
City Engineer, Staff

**Homelessness Committee** – (Meetings held on 3<sup>rd</sup> Wednesday\* at 10:00 a.m.)

Denise Delgado, Councilmember, Member  
Frank Figueroa, Councilmember, Alternate  
Economic Development Manager, Staff  
Development Services Director, Staff, Alternate

**Energy/Environmental Resources** – (Meetings held on 2<sup>nd</sup> Thursday of each month at 12:00 noon)

Stephanie Virgen, Councilmember, Member  
Neftali Galarza, Mayor Pro Tem, Alternate  
Assistant to the City Manager, Staff

**Public Safety** – (Meetings held on 2<sup>nd</sup> Monday\* at 9:00 a.m.)

Frank Figueroa, Councilmember, Member  
City Manager, Staff  
Police Chief  
Battalion Chief

**Technical Planning Sub-Committee** – (Meetings held on 3<sup>rd</sup> Tuesday\* at 11:00 a.m.)

Development Services Director, Staff  
Senior Planner, Staff, Alternate

**Transportation Technical Advisory Sub-Committee** – (Meetings held on 4<sup>th</sup> Monday\* at 10:00 a.m.)

City Engineer, Staff  
Public Works Director, Staff, Alternate

**Solid Waste and Recycling Technical Working Group** – (Meetings are held quarterly on 2<sup>nd</sup> Monday at 3:00 p.m.)

Public Works Director, Staff  
Environmental/Regulatory Program Manager, Staff, Alternate

**JPA/ Coachella Valley Conservation Commission (CVCC)** – (Meetings held on 2<sup>nd</sup> Thursday of each month at 11:00 a.m.) Dark each March, August, October and December.

Steven Hernandez, Mayor, Member  
Frank Figueroa, Councilmember, A



City of Coachella  
Committee Membership – 2024 – DRAFT

**SUNLINE TRANSIT AGENCY** – *(Meetings are held on 4th Wednesday of each month at noon in the Board Room, 32505 Harry Oliver Trail, Thousand Palms)*

Denise Delgado, Councilmember, Member  
Frank Figueroa, Councilmember, Alternate

**COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT BOARD** – *(Meetings are held every 2nd Tuesday of each month at 6:00 p.m. at the District's Ben Laflin Administration Building, 43-420 Trader Place, Indio. Trustees are appointed for a fixed term of either two (2) or four (4) years,*

Frank Figueroa, Councilmember (Term Expires January 2024)  
Public Works Director, Staff

**PALM SPRINGS INTERNATIONAL AIRPORT COMMISSION** – *(Meetings held on 3<sup>rd</sup> Wednesday of each month at 5:30 p.m. The City representative(s) may be council members, community members or staff.)*

Economic Development Director/Manager  
Denise Delgado, Councilmember, Member (Term Expires June 30, 2024)

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION** – *(Executive Meetings are held at 9:00 a.m. on the 2<sup>nd</sup> Wednesday of each month; and the Budget and Implementation meetings are held at 9:30 a.m. on the 4<sup>th</sup> Monday of each month at the County of Riverside Administrative Center, 4080 Lemon Street, Riverside. Video teleconferencing is available from La Quinta City Hall.*

Steven Hernandez, Mayor, Member – ***Executive***  
Stephanie Virgen, Councilmember, Member – ***Budget and Implementation***  
City Engineer, Staff, TAC Member  
Public Works Director, Staff, TAC Alternate

**PUBLIC ENTITIES RISK MANAGEMENT AUTHORITY (PERMA)** – *(Meetings at the DoubleTree Resort 67-967 Vista Chino, Cathedral City. Held quarterly, 1<sup>st</sup> Thursday of last month of each quarter.)*

Human Resources Manager, Staff, Member  
Finance Director, Staff, Alternate

**ABANDONED VEHICLE AUTHORITY** – *(Meetings held quarterly. Date and location for next meeting are announced at each meeting. Locations hosted by different cities.)*

Finance Director, Member  
Code Compliance Manager, Alternate

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** – *Three assignments: 1) Community, Economic and Human Development Committee (CEHD) – (Meetings are held from 10 a.m. – 12:00 noon, followed by the 2) Regional Council (RC) from 12:15 – 2:00 p.m.) on the first Thursday of each month; and 3) Legislative/Communications and Membership Committee (LCMC) meets from 8:30 a.m. – 10:00 a.m. on the 3<sup>rd</sup> Tuesday of each month in Los Angeles at 818 W. 7th Street, 12th Floor; contact number is 213-236-1800).*

City of Coachella  
Committee Membership – 2024 – DRAFT

Denise Delgado, Councilmember, Member

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** – *General Assembly* – (Meetings are held at least once every year (usually in April or May).

Denise Delgado, Councilmember, Voting Delegate

**COACHELLA/INDIO WASTE TRANSFER STATION JOINT POWERS AUTHORITY** – (Meetings held at as needed, at Coachella City Hall located at 1515 Sixth Street, Coachella.)

Steve Hernandez, Mayor, Board Member  
Frank Figueroa, Councilmember, Alternate  
Public Works Director, Staff

**WASTE MANAGEMENT CONTRACT AMENDMENT - AD HOC COMMITTEE** – (Held as needed.)

Stephanie Virgen, Councilmember  
Steven Hernandez, Mayor

**NPDES TASK FORCE** – (Meetings held first Wednesday of each month at 10 a.m.)

Environmental/Regulatory Program Manager, Member  
Sanitary Superintendent, Member

**CHAMBER OF COMMERCE LIAISON** – (Meetings held as needed)

Neftali Galarza, Mayor Pro Tem  
Frank Figueroa, Councilmember  
Assistant to the City Manager, Staff  
Executive Assistant, Staff

**JOINT WATER POLICY ADVISORY COMMITTEE MEETING** – (As needed at CVWD’S Coachella office, 85-995 Avenue 52, Coachella, Rummonds Training Room.)

Steven Hernandez, Mayor, Member  
Frank Figueroa, Councilmember, Member  
Utilities Manager, Staff

**COACHELLA VALLEY ANIMAL CAMPUS COMMISSION** – (Meetings held on 2<sup>nd</sup> Thursday, every three months (quarterly) at 9:30 a.m. at the Coachella Valley Animal Campus, 72-050 Pet Land Place, Thousand Palms, CA 92276

Denise Delgado, Councilmember, Member  
City Manager, Staff

**ENERGY CONSUMERS ADVISORY COMMITTEE** – (Meetings held at 6:00 p.m. on the 1<sup>st</sup> Monday of each month (unless that date falls on a holiday, then it will be held the following Monday). Committee members are appointed for four-year staggered terms and must reside in the IID boundary area for the Coachella Valley.

City of Coachella  
Committee Membership – 2024 – DRAFT

*Meetings shall be held, alternately, in the Imperial Irrigation District's William R. Condit Auditorium at 1285 Broadway, El Centro; and in Imperial Irrigation District Board Room, 81- 600 Avenue 58, La Quinta.*

Finance Manager, Member (Term Expires December 2024)  
City Engineer, Member (Term Expires December 2024)  
Public Works Director, Staff

**COACHELLA VALLEY ENERGY COMMISSION** – *(Meetings held at 4:00 p.m. on the second Thursday of each month. Meetings may be held at the IID Boardroom at its La Quinta Headquarters, 81-600 Avenue 58 La Quinta, or rotating at member agency locations. Commission members are appointed for one-year terms with no term limits, and must reside within the IID boundary area for the Coachella Valley. (New for 2021)*

Stephanie Virgen, Mayor Pro Tem, Member (Term Expires December 2024)

**UTILITY USERS CITIZENS OVERSIGHT COMMITTEE** – *(Meetings held at [time] on the [day] of each month. Meetings will be held at [location and address])*

Member  
Staff

**COACHELLA VALLEY MOUNTAINS CONSERVANCY** – *(Meetings held at 3:00 p.m. on the 2<sup>nd</sup> Monday of January, March, May, July, September and November at Conference Room 115, 73-710 Fred Waring Drive, Palm Desert. Terms are for 2-years. Appointees must be either the Mayor or a Councilmember.)*

Denise Delgado, Councilmember, Member (Term Expires December 2024 – 2-year term)  
Frank Figueroa, Councilmember, Alternate  
Development Services Director, Staff, non-member

**DILLON ROAD JOINT POWERS AUTHORITY** – *Board Members are represented by the City Coachella, Twenty-Nine Palms Band of Mission Indians, and Cabazon Band of Mission Indians. Each director and alternate shall serve for a term of two (2) years. At least one regular meeting shall be held each fiscal quarter on the 2<sup>nd</sup> Thursday of each month at 3:00 p.m. at rotating locations of the member agencies.*

Steven Hernandez, as Member (Term Expires December 2024 – 2-year term)  
Stephanie Virgen, as Member (Term Expires December 2024 – 2-year term)  
Denise Delgado, as Alternate Member (Term Expires December 2024 – 2-year term)

**Agency Report of:  
Public Official Appointments**

**A Public Document**

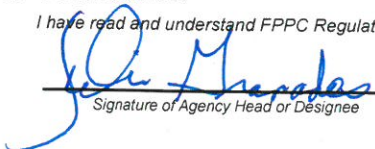
<b>1. Agency Name</b> City of Coachella			<b>California Form 806</b> <small>For Official Use Only</small>
<b>Division, Department, or Region (If Applicable)</b> City Council			
<b>Designated Agency Contact (Name, Title)</b> Delia Granados, Deputy City Clerk			
<b>Area Code/Phone Number</b> (760) 398-3502	<b>E-mail</b> dgranados@coachella.org	Page <u>1</u> of <u>3</u>	<b>Date Posted:</b> 1/19/2024 <small>(Month, Day, Year)</small>

**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Executive Committee	▶ Name <u>Hernandez, Steven</u> <small>(Last, First)</small>  Alternate, if any <u>Galarza, Neftali</u> <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>125</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments (CVAG) Transportation Committee	▶ Name <u>Hernandez, Steven</u> <small>(Last, First)</small>  Alternate, if any <u>Galarza, Neftali</u> <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments (CVAG) Homelessness	▶ Name <u>Delgado, Denise</u> <small>(Last, First)</small>  Alternate, if any <u>Figueroa, Frank</u> <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments (CVAG) Energy Environmental Resource Committee	▶ Name <u>Virgen, Stephanie</u> <small>(Last, First)</small>  Alternate, if any <u>Galarza, Neftali</u> <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

**3. Verification**

*I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.*


Delia Granados
Deputy City Clerk
01/19/2024  
Signature of Agency Head or Designee      Print Name      Title      (Month, Day, Year)

Comment: \_\_\_\_\_

**Agency Report of:  
Public Official Appointments  
Continuation Sheet**

<b>1. Agency Name</b> City of Coachella	<b>Date Posted:</b> <u>1/19/2024</u> <small>(Month, Day, Year)</small>
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**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Public Safety Committee	▶ Name <u>Figueroa, Frank</u> <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Conservation Commission (CVCC)	▶ Name <u>Hernandez, Steven</u> <small>(Last, First)</small>  Alternate, if any <u>Figueroa, Frank</u> <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Sunline Transit Agency 1) Board 2) Finance Committee 3) Taxi Committee 4) Chairman Executive Committee (\$50x1)	▶ Name <u>Delgado, Denise</u> <small>(Last, First)</small>  Alternate, if any <u>Figueroa, Frank</u> <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>25</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Mosquito & Vector Control District Board	▶ Name <u>Figueroa, Frank</u> <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Riverside County Transportation Commission (RCTC)	▶ Name <u>Hernandez, Steven</u> <small>(Last, First)</small>  Alternate, if any <u>Virgen, Stephanie</u> <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella/Indio Transfer Joint Powers Authority	▶ Name <u>Hernandez, Steven</u> <small>(Last, First)</small>  Alternate, if any <u>Figueroa, Frank</u> <small>(Last, First)</small>	▶ <u>1/24/2024</u> <small>Appt Date</small>  <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>50</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

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**Agency Report of:  
Public Official Appointments  
Continuation Sheet**

<b>1. Agency Name</b> City of Coachella	<b>Date Posted:</b> <u>1/19/2024</u> <i>(Month, Day, Year)</i>
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**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Mountains Conservancy	▶ Name <u>Delgado, Denise</u> <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ <u>1/24/2024</u> <i>Appt Date</i>  ▶ <u>1 Year</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>75</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Southern California Association of Governments	▶ Name <u>Delgado, Denise</u> <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ <u>1/24/2024</u> <i>Appt Date</i>  ▶ <u>1 Year</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>120</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Palm Springs International Airport Commission	▶ Name <u>Delgado, Denise</u> <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ <u>1/24/2024</u> <i>Appt Date</i>  ▶ <u>1 Year</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>75</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

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**STAFF REPORT**  
**1/24/2024**

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**TO:** Honorable Mayor and City Council Members

**FROM:** Andrew Simmons, P.E., City Engineer

**SUBJECT:** Authorize the City of Coachella City Manager to Finalize and Execute a Memorandum of Understanding between the City of Coachella and the Twenty Nine Palms Mission Indians For Establishment of Dillon Road Maintenance Area, And, Approve Installation of a New Signalized Intersection on Dillon Road Serving the Main Entrance to the 29 Palms Coachella Complex.

**STAFF RECOMMENDATION:**

Authorize the City of Coachella City Manager to Finalize and Execute a Memorandum of Understanding between the City of Coachella and the Twenty Nine Palms Mission Indians For Establishment of Dillon Road Maintenance Area.

Approve Installation of a New Signalized Intersection on Dillon Road Serving the Main Entrance to the 29 Palms Coachella Complex.

**BACKGROUND:**

The Coachella Complex is the portion of Land that encompasses Spotlight 29 casino on the Northwest side of Dillon Road between Harrison Place and Vista Del Sur. Currently this section of road is a 4 lane road with center medians. The Center Medians have no existing landscaping or lighting and no sidewalks or pedestrian facilities exist on either side of the roadway. Per the City General Plan and per approved Regional Specific and Transportation plans, the roadway is designated as a “Major Arterial with enhanced Bicycle Facilities” and a traffic signal has been envisioned at the primary Complex entrance between Harrison Place and Vista Del Sur.

**DISCUSSION/ANALYSIS:**

During the 2023 calendar year, the 29 Palms Band of Mission Indians (Tribe) approached City staff to discuss improvements to the Spotlight 29 Casino property, also known as the Coachella Complex Improvements (Complex). Plans for the Tribe Complex include construction of a gasoline dispensing travel center, a restaurant and an expansion of the casino facilities to include hotel accommodations. The totality of the proposed Complex improvements on the Tribal land is not subject to review and approval by the City, but the Tribe graciously worked with the City to

complete Street Improvement plans that fully complied with both the City and CVAG regional transportation plans. Thus, the Complex project is proposing to install full frontage improvements, including installation and repair of existing asphalt, widened traffic lanes, curbs gutter, sidewalks, landscaping along the frontage and landscaped medians. These design elements are in conformance with the design guidelines in the City General Plan for a Major Arterial. These improvements are in conformance with what the City would require of a similar development under a Conditional Use Permit process.

In addition to the proposed frontage improvements, the Tribe has also conducted a full project Traffic analysis, which meets the standards of typical engineering analysis, conducted for city projects. Per the Recommendations of the Traffic Analysis the Tribe will also be installing a fully operation Traffic Signal at the Complex entrance and making improvements to the signalized intersection at Harrison Place and Dillon Road. The Traffic Signal plans and proposed operation have been reviewed by both the City and CVAG and will be designed to fully compatible with the regional CVSINC functionality and will be timed in conjunction with the Harrison and SR 86 traffic signals for synchronized operations. A copy of the proposed Improvement Plans are attached as Exhibit B

In addition to providing the needed frontage improvements and signalized intersection at the Complex, the Tribe also desires to enter into a Memorandum of Understanding (MOU) regarding the future maintenance and operations of the proposed improvements. A copy of the draft MOU is attached herein as Exhibit A. While minor details are still being worked out within the MOU, a summary of the agreement is as follows:

- The Tribe will take responsibility for the maintenance and operation of all sidewalks, landscaping, lighting, artwork, etc. along the project frontage. This includes responsibility for water and utility bills associated with irrigation and lighting needs. The Tribe will also assume all responsibility for the operation and maintenance of the proposed traffic signal.
- The City will continue to be responsible for the future maintenance of the asphalt roadway surface and existing City utilities that exist within the right-of-way. Since the Tribe project is installing new asphalt, it is anticipated that asphalt maintenance will be minimized.

**FISCAL IMPACT:**

There is no fiscal impact to the City to enter into the MOU or approve the Traffic Signal. The Tribe shall be financially responsible for maintenance and operations of all new and enhanced frontage installations. The City shall only be financially responsible for asphalt and utility maintenance in accordance with our existing obligations.

**ATTACHMENTS:**

1. Exhibit A – City/Tribe Dillon Road Draft MOU.
2. Exhibit B – Dillon Road Improvement Plans.



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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF COACHELLA**

**AND**

**TWENTY-NINE PALMS OF MISSION INDIANS,**

**A FEDERALLY RECOGNIZED INDIAN TRIBE LOCATED IN**

**THE STATE OF CALIFORNIA (THE “TRIBE”)**

**REGARDING**

**THE MAINTENANCE OF A PORTION OF DILLON ROAD IN THE CITY OF  
COACHELLA, COUNTY OF RIVERSIDE**

**ADJACENT TO THE TRIBE’S TRIBAL LANDS LOCATED AT**

**46-200 HARRISON PLACE, COACHELLA, CALIFORNIA 92236**

**JANUARY \_\_, 2024**

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## MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (the “**Agreement**”), dated and effective as of January \_\_\_\_\_, 2024 (the “**Effective Date**”) is entered into by and between (i) **the City of Coachella, California**; and (ii) the **Twenty-Nine Palms Band of Mission Indians**, a Federally recognized Indian Tribe located in the State of California (the “**Tribe**”) with reference to the following facts (the City and the Tribe are referred to collectively as the “**Parties**” and individually as a “**Party**”):

**A.** The Tribe’s tribal lands include the real property and improvements which are commonly known as 46-200 Harrison Place, Coachella, California 92236, and which are more particularly described in **Exhibit "A"** attached to this Agreement (collectively, the “**Tribe’s Coachella Complex**”). The Tribe’s Coachella Complex consists of federal trust lands of which the Tribe is the beneficial owner, including approximately 53.02 acres of land, existing buildings containing approximately 248,600 square feet of space, an existing parking garage containing approximately 1,200 automobile parking spaces, paved parking lots for approximately 2,301 vehicles, and related real property improvements.

**B.** The Tribe is presently engaged in various stages of planning for and development of substantial additional improvements to the Tribe’s Coachella Complex (such additional improvements are referred to collectively, the “**Coachella Complex Improvements**”), including (1) a proposed travel center, convenience store, weigh station, truck wash, and automobile and truck fueling facility; and (2) an expansion of the Tribe’s existing “*Spotlight 29 Casino*” (“**Spotlight 29**”) to include a hotel with approximately two hundred guest rooms, dining facilities, and other amenities.

**C.** In connection with the proposed Coachella Complex Improvements planned by the Tribe, the City and the Tribe have agreed on certain public improvements to be made by the Tribe (collectively, the “**Dillon Road Improvements**”), at the Tribe’s expense, pursuant to the approved street improvement plans which are more particularly described in **Exhibit “D”** attached to this Agreement. The portion of Dillon Road which fronts the Tribe’s Coachella Complex and Spotlight 29 and which is more particularly described in **Exhibit “B”** attached to this Agreement is referred to as the “**Dillon Road Maintenance Area**”.

**D.** A portion of the Dillon Road Maintenance Area is presently owned by the City, and a portion of the Dillon Road Maintenance Area presently constitutes part of the Tribe’s tribal lands and the Tribe’s Coachella Complex.

**E.** It is the Tribe’s desire that the Dillon Road Improvements and the appearance, quality, and utility of the Dillon Road Maintenance Area be maintained at a level which is consistent with the high quality of the Tribe’s Coachella Complex, including the Coachella Complex Improvements proposed by the Tribe.



**F.** The City and the Tribe desire to enter into this Agreement in order to specify, clarify, and revise the division of responsibility between the Parties as to the maintenance, repair, and upkeep of the Dillon Road Maintenance Area and the Parties' respective responsibilities with regard to the maintenance, repair, and upkeep of City Utilities, Drainage Facilities, Existing Water Main, Landscaping, Lighting, Light Signal Facilities, Light Signal/Lighting Utility Service, Median, Other Utilities/Facilities, Pedestrian Facilities, Retaining Walls, Road Surface, Road Striping, Signage, and other structures and improvements located within the Dillon Road Maintenance Area, all on the terms of this Agreement.

**THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

### **SECTION 1 – CERTAIN DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following definitions:

**1.1** “**Applicable Laws**” means all local, state, and federal statutes, laws, ordinances, rules, requirements, and regulations affecting the Dillon Road Maintenance Area and/or the improvements installed and/or to be installed thereon.

**1.2** “**City Utilities**” means all public water, sewer and other utilities currently owned and operated by the City and associated appurtenances such as but not limited to: valves, fire hydrants, manholes, cleanouts, etc., on, under or about the Dillon Road Maintenance Area.

**1.3** “**Drainage Facilities**” means, collectively, curbs gutters, and water drainage facilities installed and/or to be installed by the Tribe in the Dillon Road Maintenance Area.

**1.4** “**Emergency Circumstance**” means the existence of a condition on the Dillon Road Maintenance Area resulting from a Party's failure to comply with its maintenance and repair obligations under this Agreement, which failure either (a) reasonably creates an emergency or hazardous condition on the Dillon Road Maintenance Area because of an imminent threat of material damage to property or imminent threat of significant injury to any person; or (b) materially interferes with (i) access, ingress, and egress to and from the Tribe's Coachella Complex or (ii) the use and occupancy of the Tribe's Coachella Complex.

**1.5** “**Existing Water Main**” means the existing underground water main, which includes but is not limited to existing main lines, valves, fire hydrants, manholes, and which is owned, maintained, and operated by the City along the easterly border of the Tribe's Coachella Complex which fronts Dillon Road.

**1.6** “**Landscaping**” means the landscaping and water irrigation system serving such landscaping installed and/or to be installed in the Dillon Road Maintenance Area.

**1.7** “**Lighting**” means the public lighting poles and facilities installed and/or to be installed in the Dillon Road Maintenance Area.

**1.8** “**Light Signal Facilities**” means the public traffic and pedestrian light signals installed and/or to be installed in the Dillon Road Maintenance Area, including the light signal facilities at the main entrance to the Tribe’s Coachella Complex at the intersection of Lucky Way and Dillon Road.

**1.9** “**Light Signal/Lighting Utility Service**” means the electrical utility service installed and to be installed in the Dillon Road Maintenance Area (including transformers, electrical panels, and conduit lines) serving the Light Signal Facilities and Lighting.

**1.10** “**Median**” means the median strip installed and/or to be installed in the Dillon Road Maintenance Area by the Tribe.

**1.11** “**Other Utilities/Facilities**” means all public utilities as defined by the Public Utilities Commission including but not limited to: electric, gas, telephone, cable television, internet, power poles, etc. installed and/or to be installed in the Dillon Road Maintenance Area, excluding only the facilities described in Sections 1.7, 1.8, and 1.9 above.

**1.12** “**Pedestrian Facilities**” means all sidewalks, and ramps placed behind curb and gutter.

**1.13** “**Retaining Walls**” means the retaining walls and similar structures installed and/or to be installed in the Dillon Road Maintenance Area.

**1.14** “**Road Surface**” means, the asphalt road surface, and does not include any concrete curbs, gutters, cross gutters or drainage inlets associated with installation of raised medians or raised Pedestrian Facilities.

**1.15** “**Road Striping**” means the road striping, lane dividers, curb and pavement markets installed and/or to be installed in the Dillon Road Maintenance Area.

**1.16** “**Signage**” means all public traffic and other signage installed and/or to be installed in the Dillon Road Maintenance Area, excluding the Light Signal Facilities.

## **SECTION 2 – MAINTENANCE OF DILLON ROAD MAINTENANCE AREA**

**2.1** **Tribe’s Maintenance Responsibilities**. Upon completion of the Dillon Road Improvements by the Tribe, the Tribe, at its expense, shall be responsible for the prompt maintenance, repair, and upkeep of the following improvements in a good, workmanlike, and attractive manner and in accordance with all Applicable Laws:

2.1.1 The Lighting;

2.1.2 The Light Signal Facilities, including the reasonable adjustment and control of such Light Signal Facilities when reasonably necessary to accommodate special events at the Tribe's Coachella Complex;

2.1.3 The Light Signal/Lighting Utility Service;

2.1.4 The Median;

2.1.5 The Landscaping;

2.1.6 The Retaining Walls,

2.1.7 Pedestrian Facilities;

2.1.8 The Striping, including any restriping that may be required in the future;

2.1.9 Drainage Facilities; and

2.1.10 If Tribe's maintenance activities under this Agreement, or failure to fulfill such maintenance obligations, result in damage to the Existing Water Main, Road Surface, Signage, or City Utilities, then Tribe shall promptly repair such damage at its sole cost and expense.

01/17/2024 4:02:04 PM

**2.2 City's Maintenance Responsibilities.** Upon completion of the Dillon Road Improvements by the Tribe, the City, at its expense, shall be responsible for the prompt maintenance, repair, and upkeep of the following improvements in a good, workmanlike, and attractive manner and in accordance with all Applicable Laws:

2.2.1 The Road Surface, including (a) the prompt repair of future potholes in the Road Surface which may occur following the Tribe's initial completion of the Dillon Road Improvements; and (b) the repaving of the Road Surface which may reasonably be required in the future following the Tribe's completion of the Dillon Road Improvements;

2.2.2 The Signage; and

2.2.3 City Utilities.

**2.3 Maintenance of Other Utilities/Facilities.** Upon completion of the Dillon Road Improvements by the Tribe, the respective Other Utilities/Facilities in the Dillon Road Maintenance Area shall be maintained and repaired by those respective utility companies to the extent that such companies have or would have responsibility for such maintenance and repair in the absence of this Agreement. Notwithstanding anything to the contrary contained in this

Agreement, nothing in this Agreement constitutes, or shall be construed as, the grant or transfer by the Tribe of any permanent easement, right-of-way, or similar interest in favor of the City or any other person or entity for any existing or future use or purpose over, under, across or through all or any part of the Tribe's Coachella Complex or any other of the Tribe's tribal lands. Any future grant or transfer of such any such permanent easement, easements, or other rights are the subject of the City's discussions with the Bureau of Indian Affairs, as described in Section 4.2.2 below.

### **SECTION 3 – LEGAL RELATIONS AND RESPONSIBILITIES**

**3.1 Responsibilities to Third Persons or Entities.** Nothing contained in this Agreement is intended to or shall be deemed to create duties or obligations on the part of any of the Parties in favor of any third person or entity (each, a "**Non-Party**") or to affect the legal liability of any of the Parties to a Non-Party by imposing any standard of care with respect to the maintenance of the Dillon Road Maintenance Area that is different or varies from the standard of care imposed by Applicable Laws.

**3.2 Acts or Omissions by the Tribe.** The Tribe shall indemnify, protect, defend (by counsel reasonably acceptable to the City), and hold harmless the City and each of its officers, agents, servants, employees, and independent contractors (the City and all of the other foregoing persons and entities are referred to collectively as the "**City Indemnitees**") from any and all claims, losses, costs, damages, expenses and liabilities (including court costs and reasonable attorneys' fees) (referred to collectively as "**Claims and Liabilities**") arising out of or caused by anything done or omitted to be done by the Tribe under this Agreement, except if and to the extent that any such Claims and Liabilities are proximately caused by the negligence, intentional misconduct, or breach of this Agreement by a City Indemnitee. The provisions of this Section shall survive the termination of this Agreement with respect to any Claims and Liabilities arising in connection with any event occurring prior to such termination.

**3.3 Acts or Omissions by the City.** The City shall indemnify, protect, defend (by counsel reasonably acceptable to the Tribe), and hold harmless the Tribe and each of its members, officers, agents, servants, employees, and independent contractors (the Tribe and all of the other foregoing persons and entities are referred to collectively as the "**Tribe Indemnitees**") from any and all Claims and Liabilities arising out of or caused by anything done or omitted to be done by the City under this Agreement, except if and to the extent that any such Claims and Liabilities are proximately caused by the negligence, intentional misconduct, or breach of this Agreement by a Tribe Indemnitee. The provisions of this Section shall survive the termination of this Agreement with respect to any Claims and Liabilities arising in connection with any event occurring prior to such termination.

**3.4 Tribe - Commercial General Liability Insurance.** The Tribe shall at all times maintain commercial general liability insurance on an occurrence basis covering the insured against claims of bodily injury, personal injury and property damage arising out of the Tribe's operations on the Dillon Road Maintenance Area, with a combined general liability policy limit

of at least \$2,000,000.00 per each occurrence and aggregate liability, which combined limit may be satisfied by the limit afforded under the commercial general liability policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy; provided that the coverage afforded under any such umbrella or excess liability policy is at least as broad in all material respects as that afforded by the underlying commercial general liability policy. Such policy shall name the City as an additional insured, and promptly following the City's written request from time to time, the Tribe shall provide the City with a certificate of liability insurance evidencing the insurance required by this Section.

**3.5 City - Commercial General Liability Insurance.** The City shall at all times maintain commercial general liability insurance on an occurrence basis form covering the insured against claims of bodily injury, personal injury and property damage arising out of the City's operations on the Dillon Road Maintenance Area, with a combined general liability policy limit of at least \$2,000,000.00 per each occurrence and aggregate liability, which combined limit may be satisfied by the limit afforded under such commercial general liability policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy; provided that the coverage afforded under any such umbrella or excess liability policy is at least as broad in all material respects as that afforded by the underlying commercial general liability policy. Such policy shall name the Tribe as an additional insured, and promptly following the Tribe's written request, the City shall provide the Tribe with a certificate of liability insurance evidencing the insurance required by this Section.

**3.6 General Insurance Requirements.** The policies of insurance required to be carried by each of the Parties under this Article 3 (a) shall be issued by an reputable insurance company having a rating of not less than A-X in Best's Insurance Guide (or a comparable rating by another reputable insurance rating service); and (b) be primary insurance as to all claims thereunder and shall be non-contributing with any insurance carried by the other Party. The dollar amounts of insurance coverage to be maintained by each Party pursuant to Sections 3.4 and 3.5 above shall be increased by twenty percent (20%) effective on the tenth (10<sup>th</sup>) annual anniversary of the Effective Date and every ten (10) years thereafter during the term of this Agreement.

**3.7 Prevailing Wage Requirements.**

**3.7.1** Tribe acknowledges that the City has made no representation, express or implied, to Tribe or any person associated with Tribe regarding whether or not laborers employed relative to the Tribe's maintenance responsibilities described in Section 2 of this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, et seq. Tribe agrees with the City that Tribe shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any of the Tribe's maintenance responsibilities described in Section 2 of this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, et seq.



3.7.2. Tribe, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to any of them pursuant to California Labor Code Sections 1726 and 1781. Tribe acknowledges the protections of California Civil Code Section 1542 relative to the waiver and release contained in this Section which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION:

\_\_\_\_\_  
TRIBE

3.7.3. Additionally, Tribe shall indemnify, defend with counsel acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement, including the maintenance of any improvements on or in the Dillon Road Maintenance Area by the Tribe, in accordance with the terms of Section 3.2 of this Agreement, except if and to the extent that any such claims are caused by the willful and intentional misconduct, or breach of this Agreement by a City Indemnitee.

3.7.4. If Civil Code sections 9550 *et seq.* require contractors to procure a payment bond, then the Tribe shall ensure that its contractors deliver the required bond.

**SECTION 4 – MISCELLANEOUS TERMS**

**4.1 Term of Agreement.** This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until terminated upon mutual written agreement executed by each of the Parties.

**4.2 Existing Water Main.**

**4.2.1** The City shall maintain and repair at its sole expense the Existing Water Main, including the prompt repair of any damage to the Road Surface, Drainage Facilities, or Pedestrian Facilities located above Existing Water Main, which damage is caused by the City’s maintenance and/or repair of the Existing Water Main.

**4.2.2** The Tribe acknowledges that the City is working with the Bureau of Indian Affairs on issues relating to ownership of permanent easement access rights for the City Utilities, including the Existing Water Main. Until such discussions establish an alternative written and binding arrangement for permanent ownership of an easement or easements providing access to the City Utilities, the Tribe agrees that the City shall have an unrestricted license to access, maintain, and repair the City Utilities during the term of, and on the conditions contained in, this Agreement.

**4.3 Remedies for Breach of Agreement.** Each Party acknowledges and agrees that the loss to such Party which would arise from a breach of this Agreement by the other Party (the “**Breaching Party**”) cannot reasonably or adequately be compensated in monetary damages in an action at law. Therefore, each Party agrees that, in addition to any other rights or remedies it may possess, it shall be entitled to injunctive relief and/or specific performance of the terms of this Agreement to prevent or cure any Party’s breach of its obligations under this Agreement, without posting a bond or other security therefor.

**4.4 Remedies of Parties in Emergency Circumstances.** If (a) there is an Emergency Circumstance resulting from a Party’s failure to perform any of its maintenance obligations under this Agreement in a timely or reasonably prompt manner; and (b) such Breaching Party does not in fact cure such failure within fifteen (15) days after receipt of written notice to cure from the other Party, which notice reasonably specifies the failure to perform by the Breaching Party and the resulting Emergency Circumstance, then (i) the non-Breaching Party shall have the right to perform such maintenance obligations of the Breaching Party, but without any obligation on the part of the non-Breaching Party to do so; and (ii) the Breaching Party shall reimburse the non-Breaching Party for all reasonable costs incurred by the non-Breaching Party in effectuating such cure within ten (10) days after written demand from the non-Breaching Party for payment, which demand shall be accompanied by reasonable supporting documentation for such costs.

**4.5 Reasonable Rights of Access.** Each Party shall have reasonable rights of access to the Dillon Road Maintenance Area in order for such Party to perform its obligations under this Agreement; provided, however, that each of Party in performing such obligations shall use its commercially reasonable efforts to not unreasonably interfere with (a) the flow of traffic in the Dillon Road Maintenance Area; (b) access, ingress, and egress to and from the Tribe’s Coachella Complex; and (c) the use and occupancy of the Tribe’s Coachella Complex.

**4.6 Notice of Major Repairs by a Party.** If a Party, in performing its obligations under this Agreement, proposes to undertake major acts of maintenance or repair which may reasonably be foreseen to result in material disruption to (a) the flow of traffic in the Dillon Road Maintenance Area; OR (b) access, ingress, and egress to and from the Tribe’s Coachella Complex; OR (c) the use and occupancy of the Tribe’s Coachella Complex (such maintenance or repairs are referred to as “**Major Repair Work**”), then such Party shall use its commercially reasonable efforts to give prior written notice of the Major Repair Work (including the nature of the Major Repair Work and the expected dates and duration of the Major Repair Work) to the

other Party not less than fifteen (15) days prior to the commencement of the Major Repair Work, except that such notice shall not be required under emergency circumstances in which the Party performing the Major Repair Work in good faith determines that it is not reasonably practicable to give such prior written notice. Nothing in this Section shall be deemed to require any notification to a Party by the other Party with respect to normal and routine maintenance performed by such Party which does not constitute Major Repair Work.

**4.7 Relocation of City Utilities.** Subject to the requirements articulated below, the Tribe shall have the right to relocate any or all of the City Utilities (“**Existing Utilities Location**”) while performing the Dillon Road Improvements (such relocation is referred to as the “**City Utility Relocation**,” such relocated utilities are referred to as the “**Relocated City Utilities**”, and such abandoned utilities are referred to as the “**Abandoned City Utilities**”).

**4.7.1** The Tribe shall be one hundred percent (100%) financially responsible for the payment of all direct and indirect costs of accomplishing the City Utility Relocation, including engineering design costs and all labor, services, and materials required for the City Utility Relocation.

**4.7.2** The Relocated City Utilities must continue to function and provide utility services comparable to the City Utilities service prior to such relocation.

**4.7.3** The Tribe will provide written notice to the City (the “**Relocation Notice**”) requesting the ability to relocate the City Utilities. The Relocation Notice shall be accompanied by engineering plans and specifications for the Relocated City Utilities and a schedule for the completion of the work reasonably required to accomplish City Utility Relocation (collectively, the “**Relocation Plans**”) which are acceptable to the City, and the City shall not unreasonably withhold, condition, or delay such acceptance of the Relocation Plans. The City shall provide written notice of its approval or disapproval of the Relocation Plans after the City’s receipt of the Relocation Plans. If the City disapproves the Relocation Plans, the City’s disapproval notice shall include a reasonably detailed description of the changes to the Relocation Plans that the City requires in order for the City to approve and accept the Relocation Plans. The Tribe agrees to revise the Relocation Plan pursuant to City revisions and resubmit the Relocation Plans.

**4.7.4** The Relocation Plans shall provide for the City Utility Relocation to be accomplished in a manner that does not unreasonably and adversely disrupt the services provided by the Relocated City Utilities.

**4.7.5** Upon the completion of the City Utility Relocation, the City shall continue to have the same rights and obligations under this Agreement with respect to access, repair, and maintenance of the Relocated City Utilities that the City had prior to the City Utility Relocation.

**4.7.6** Upon the completion of the City Utility Relocation, the City shall have no further rights of access to or use of the Existing Utility Location. The City will not maintain and/or repair any Abandoned City Utilities located at the Existing Utility Location. The Tribe will be responsible for any remaining Abandoned City Utilities located at the Existing Utility Location. No amendment to this Agreement shall be necessary to effectuate the City Utility Relocation or the terms of this Section 4.7.

**4.7.7** The Tribe will indemnify and hold harmless the City for any and all claims relating to the City Utility Relocation and Relocation Plan.

**4.8 Attorneys' Fees.** If either Party institutes an action or proceeding to enforce or interpret the terms or conditions of this Agreement, or arising out of any breach of this Agreement, the prevailing Party in such action shall be entitled to recover from the other Party all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

**4.9 Entire Agreement; No Waiver.** This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter of this Agreement. No waiver by either Party of any of its rights and remedies under this Agreement shall be effective unless such waiver is in writing and signed by the Party charged with the waiver.

**4.10 Modifications by Parties.** This Agreement may be modified only by a written agreement signed by each of the Parties.

**4.11 Governing Law; Limited Waiver.** This Agreement shall be governed by and interpreted under the laws of the State of California, without regard to its conflict of laws provisions. Any dispute, claim, controversy, counterclaim or adjudication directly or indirectly arising out of, in relation to, under or involving this Agreement (“**Dispute**”) shall be governed by Exhibit C.

**4.12 Notices.** All notices given by either Party under this Agreement shall be in writing and shall be delivered personally, by recognized next business day courier service, by facsimile transmission, or by registered or certified mail, return receipt requested at the respective addresses for notice for each Party as set forth in this Agreement. Notice shall be effective on the date of actual delivery (or if actual delivery occurs on other than a business day, on the first (1st) business day following actual delivery, or if delivery is refused, on the date of attempted delivery (or if attempted delivery is on other than a business day, on the first (1st) day after attempted delivery). Each Party may change its addresses for notices by notifying the other Party in accordance with this Section.

All Notices to Owner shall be sent to:

**Twenty-Nine Palms Band of Mission Indians  
Attention: Chairman Darrell Mike  
46-200 Harrison Place  
Coachella California 92236  
Fax: 760-863-2449**

**-and-**

**Twenty-Nine Palms Band of Mission Indians  
Attention: Anthony Madrigal, SVP Operations  
46-200 Harrison Place, Coachella, CA 92236  
Fax: 760-863-2449**

**-and-**

**Twenty-Nine Palms Band of Mission Indians  
Attention: George Nicholas, Jr., Chief Administrative Officer  
46-200 Harrison Place, Coachella, CA 92236  
Fax: 760-863-2449**

All Notices to the City shall be sent to:

**City of Coachella  
Coachella Civic Center  
53990 Enterprise Way  
Coachella, CA 92236  
Fax: (760) 888-1943  
Attention: Andrew Simmons, P.E., City Engineer**

**4.13 Time of the Essence.** Time is of the essence of each provision of this Agreement.

**4.14 Authority.** Each Party warrants and represents to the other that it has the power and authority to execute, deliver, and perform its obligations under this Agreement, and the person or persons executing this Agreement on behalf of such Party is or are authorized to do so.

**4.15 Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, voidable or unenforceable for any reason, such provision shall be deemed to be severable from the remaining provisions of this Agreement, and the remaining provisions of this Lease shall continue in full force and effect.

**4.16 Descriptive Headings.** The headings to sections of this Agreement are for convenient reference only, and they do not in any way limit or amplify any of the terms of this Agreement and shall not be used in interpreting this Agreement. For purposes of this Agreement, the term "including" shall be deemed to mean "including without limitation;" and (b) the term "business day" shall mean any calendar day other than a Saturday, Sunday, or national holiday that is recognized by the United States Federal Government. Whenever the context of this Agreement reasonably requires, all words used in the singular shall be deemed to have been used in the plural, and the neuter gender shall be deemed to include the masculine and feminine gender, and vice versa. The terms and conditions of this Agreement shall be construed according to their fair meaning and not strictly for or against either of the Parties as the party that prepared this Agreement.



**4.17 Cumulative Remedies.** The Parties' respective rights and remedies under this Agreement are cumulative with and in addition to all other legal and equitable rights and remedies which the parties may have under Applicable Laws.

**4.18 Counterparts; Electronic Delivery.** The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signed copies of the Agreement may be faxed and e-mailed by any Party with the same force and effect as if the originally executed Agreement by such Party had been delivered to the other Party.

**[Signatures appear on next page.]**

**Draft Print**

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This Agreement is entered into as of the Effective Date.

**TRIBE:**

**Twenty-Nine Palms Band of Mission Indians**

**By: \_\_\_\_\_  
Darrell Mike, Chairman**

**CITY:**

**City of Coachella**

**By: \_\_\_\_\_  
Dr. Gabriel Martin,  
City Manager**

**Draft Print**

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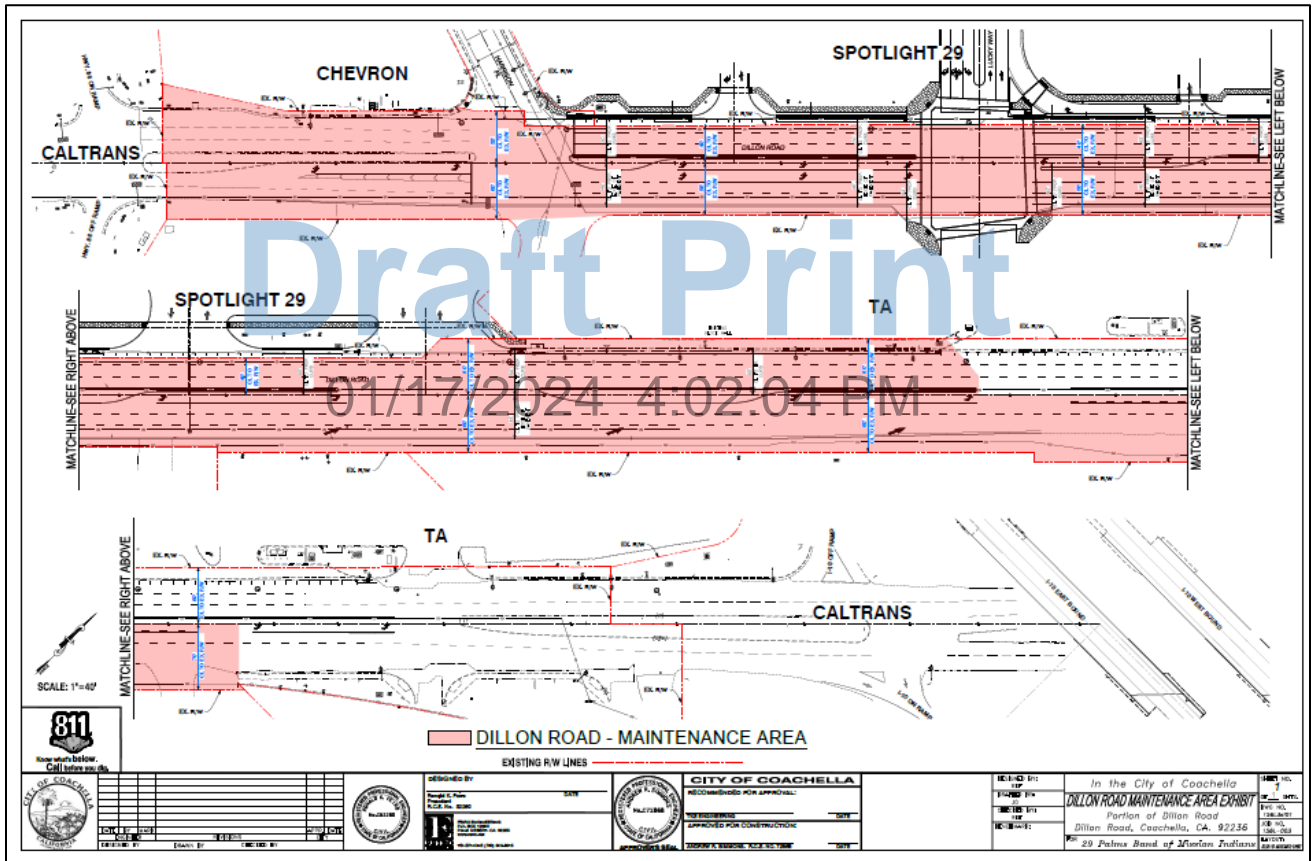


**MEMORANDUM OF UNDERSTANDING**

**EXHIBIT "B"**

**DESCRIPTION OF DILLON ROAD MAINTENANCE AREA**

The Dillon Road Maintenance Area is the "**SITE**" identified in the map below:



**MEMORANDUM OF UNDERSTANDING**

**EXHIBIT “C”**

**DISPUTE RESOLUTION/LIMITED WAIVER OF SOVEREIGN IMMUNITY**

1.1 Each Party shall designate a senior representative with authority to resolve any dispute arising under this Agreement. All Disputes shall initially be referred to the Parties’ representatives designated herein. Unless otherwise mutually agreed, they shall meet and confer in good faith on each such Dispute within fourteen (14) business days after either Party refers the Dispute to them. The Parties shall (a) attempt to resolve all Disputes arising hereunder promptly, equitably and in a good faith manner; and (b) provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data reasonably material to any such Dispute.

1.2 The Parties agree that any action or proceeding pertaining to any Disputes that are not resolved through Section 1.1 above within thirty (30) days after a Party’s receipt of notice referring the Dispute to the Parties’ designated senior representatives may be brought only in the following courts or forums: (i) The Superior Court of Riverside County, (ii) California Court of Appeal, Fourth District, and (iii) the California Supreme Court or Supreme Court of California. (“**Approved Court**”).

1.3 Without limiting the foregoing and pertaining to any Disputes not resolved under Section 1.1 above, the Parties (a) irrevocably and voluntarily submit to the personal and subject matter jurisdiction of the Approved Court; (b) waive any claim that an Approved Court is an inconvenient forum and (c) agree not to commence or permit to be maintained any action or proceeding in a Tribal Court without the express written consent thereto by the City.

1.4 The Tribe acknowledges and agrees that in entering in the Agreement, it may secure obligations to the City and may become liable to the City for injunctive or declaratory relief or for damages. The Tribe further acknowledges that the City would not enter in the Agreement with the Tribe if the Tribe could defeat or hinder enforcement against it of the rights grants to the City pursuant to the Agreement by claiming sovereign immunity. The Tribe hereby expressly waives all protection that may be afforded to it by tribal sovereign immunity for the limited purposes of enforcement of the Agreement and resolving Disputes. This waiver of sovereign immunity is (a) limited to jurisdiction of the Approved Court as set forth in Section 1.2 and (b) granted only to the City and not for the benefit of any third person or entity. The waiver of sovereign immunity is irrevocable and shall continue until the expiration of the applicable statutes of limitation governing the Dispute between the Parties. The limited waiver applies to any assertion that any claim must be addressed in Tribal Court before it may be subject to the dispute resolution procedures of this Exhibit C. Notwithstanding anything to the contrary in this Agreement, the limited waiver by the Tribe contained in this Exhibit C shall not be construed as a waiver of any immunity of any elected or appointed officer, official, members, manager, employee or agent of the Tribe.



**MEMORANDUM OF UNDERSTANDING**

**EXHIBIT “D”**

**DILLON ROAD IMPROVEMENTS**

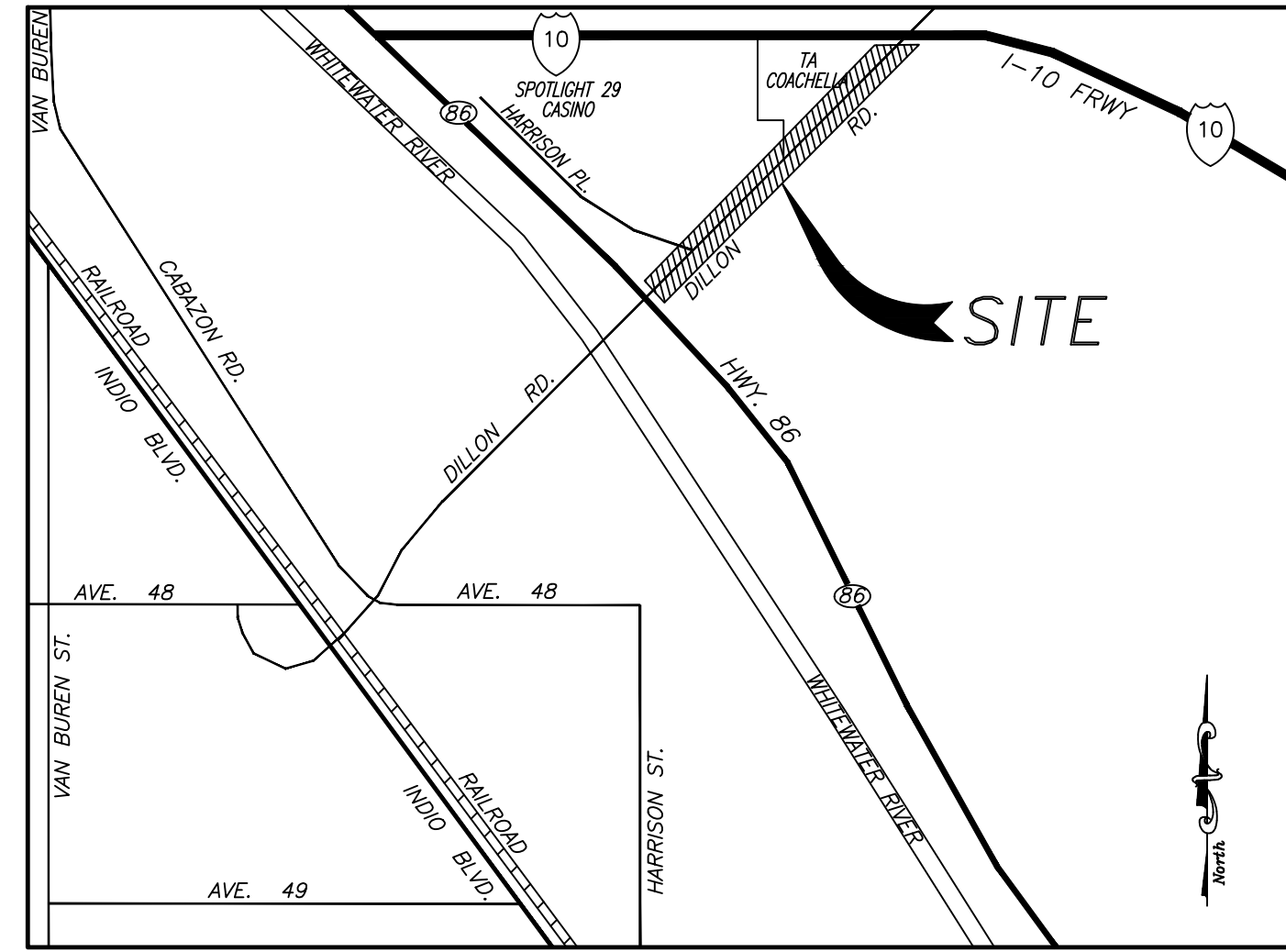
THOSE CERTAIN STREET IMPROVEMENT PLANS FOR A PORTION OF DILLON ROAD IN THE CITY OF COACHELLA, CALIFORNIA, DATED DECEMBER 13, 2023 PREPARED BY FIERO ENGINEERING (JOB NO. 156L-003) CONSISTING OF PAGES 1 THROUGH 22, INCLUSIVE.

**Draft Print**

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# In the City of Coachella, County of Riverside Street Improvement Plan Dillon Road



VICINITY MAP  
N.T.S.

**NOTE:**  
THE QUANTITIES SHOWN HEREON ARE FOR PERMIT PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL QUANTITIES FOR THEIR OWN BID AND PAYMENT PURPOSES.

**CONSTRUCTION NOTES AND QUANTITY ESTIMATE:**

SYM.	DESCRIPTION	QUANTITY	UNIT	CITY OF COACHELLA STD.
1	GRIND EXISTING ASPHALT, CRACK SEAL AND OVERLAY NEW PAVEMENT	74,420	SF.	---
2	CONSTRUCT 8" CURB & GUTTER PER CITY OF COACHELLA STD. PLAN NO. S-8, S-12	450	LF.	S-8, S-12
3	CONSTRUCT 8" CURB PER CITY OF COACHELLA STD. PLAN NO. S-10	3,374	LF.	S-10
4	CONSTRUCT ACCESSIBLE CURB RAMP PER CITY OF COACHELLA STD. PLAN NO. S-26	12	EA.	S-26
5	CONSTRUCT STANDARD CROSS GUTTER PER CITY OF COACHELLA STD. PLAN NO. S-14	2	EA.	S-14
6	CONSTRUCT 8" WIDE SIDEWALK PER CITY OF COACHELLA STD. PLAN NO. S-25.1, S-25.2	---	SF.	S-25.1, S-25.2
7	CONSTRUCT 6" AC OVER 6" CLASS II 3/4" CAP PAVE OVER 4" BASE PAVE-BOTH WITH A 3/4" AGGREGATE	47,205	SF.	---
8	CONSTRUCT COMMERCIAL DRIVEWAY APPROACH PER CITY OF COACHELLA STD. PLAN NO. S-18	3	EA.	S-18
9	CONSTRUCT 4" WIDE CONCRETE V-GUTTER PER DETAIL ON SHEET 10	195	LF	---

**NOTE:**  
THE QUANTITIES SHOWN HEREON ARE FOR PERMIT PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL QUANTITIES FOR THEIR OWN BID AND PAYMENT PURPOSES.

**DEMOLITION NOTES AND QUANTITY ESTIMATE:**

SYM.	DESCRIPTION	QUANTITY	UNIT
1	SAWCUT LINE	6,800	LF.
2	REMOVE EXISTING CONCRETE AND CROSS GUTTERS	5,260	SF.
3	REMOVE EXISTING ASPHALT PAVEMENT	31,060	SF.
4	REMOVE EXISTING 8" CONCRETE CURB	3,330	LF.
5	EXISTING STREETLIGHT AND BOXES TO BE RELOCATED. SEE TRAFFIC CONTROL PLAN.	---	EA.
6	EXISTING SIGNAGE TO BE REMOVED AND/OR RELOCATED. SEE SIGNAGE & STRIPING PLANS.	---	EA.
7	EXISTING UTILITIES TO BE RELOCATED BY OTHERS	---	EA.
8	EXISTING VALVES, MANHOLES TO BE ADJUSTED TO NEW TOP OF PAVEMENT/GRADE.	18	EA.

### WATER SYSTEM CERTIFICATION

I CERTIFY THAT THE DESIGN OF THE WATER SYSTEM FOR DILLON ROAD IS IN ACCORDANCE WITH THE WATER SYSTEM MASTER PLAN OF CITY OF COACHELLA AND THAT THE WATER SERVICE, STORAGE AND DISTRIBUTION SYSTEM WILL BE ADEQUATE TO SUPPLY WATER TO SAID PROJECT AT ANY SPECIFIC QUANTITIES, FLOWS, OR PRESSURE FOR FIRE PROTECTION OR ANY OTHER PURPOSE.

CASTULO R. ESTRADA  
UTILITIES MANAGER

### HORIZONTAL CURB DATA:

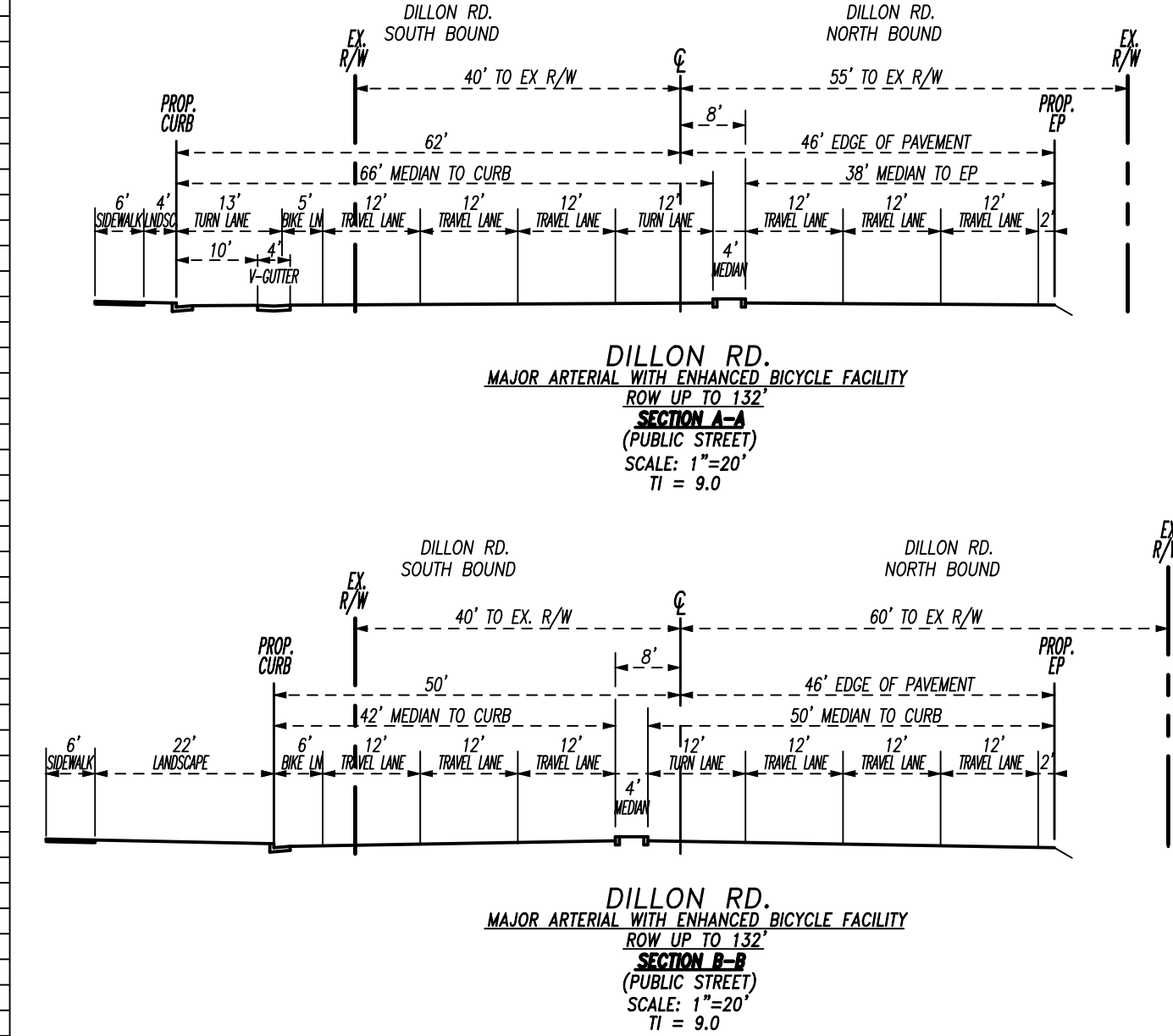
**LINE TABLE**

LINE	LENGTH	BEARING
L1	132.37'	N44°54'28"E
L2	137.96'	N44°54'28"E
L3	3.25'	S45°05'32"E
L4	13.25'	N44°54'28"E
L5	6.25'	S45°05'32"E
L6	10.73'	S45°05'32"E
L7	15.05'	N44°54'28"E
L8	16.25'	N44°54'28"E
L9	9.54'	N00°05'32"W
L10	7.08'	N44°54'28"E
L11	28.80'	S45°05'32"E
L12	95.07'	N44°54'28"E
L13	76.63'	N44°54'28"E
L14	84.04'	N44°54'28"E
L15	113.69'	S89°59'15"E
L16	15.49'	N44°54'28"E
L17	15.00'	N44°54'28"E
L18	252.02'	N44°54'28"E
L19	265.53'	N44°54'28"E
L20	190.00'	N44°54'28"E
L21	144.66'	N44°54'28"E
L22	198.00'	N44°54'28"E
L23	---	---
L24	---	---
L25	---	---
L26	461.01'	N44°54'28"E
L27	317.82'	N44°54'28"E
L28	132.71'	N44°54'28"E
L29	364.44'	N44°54'28"E

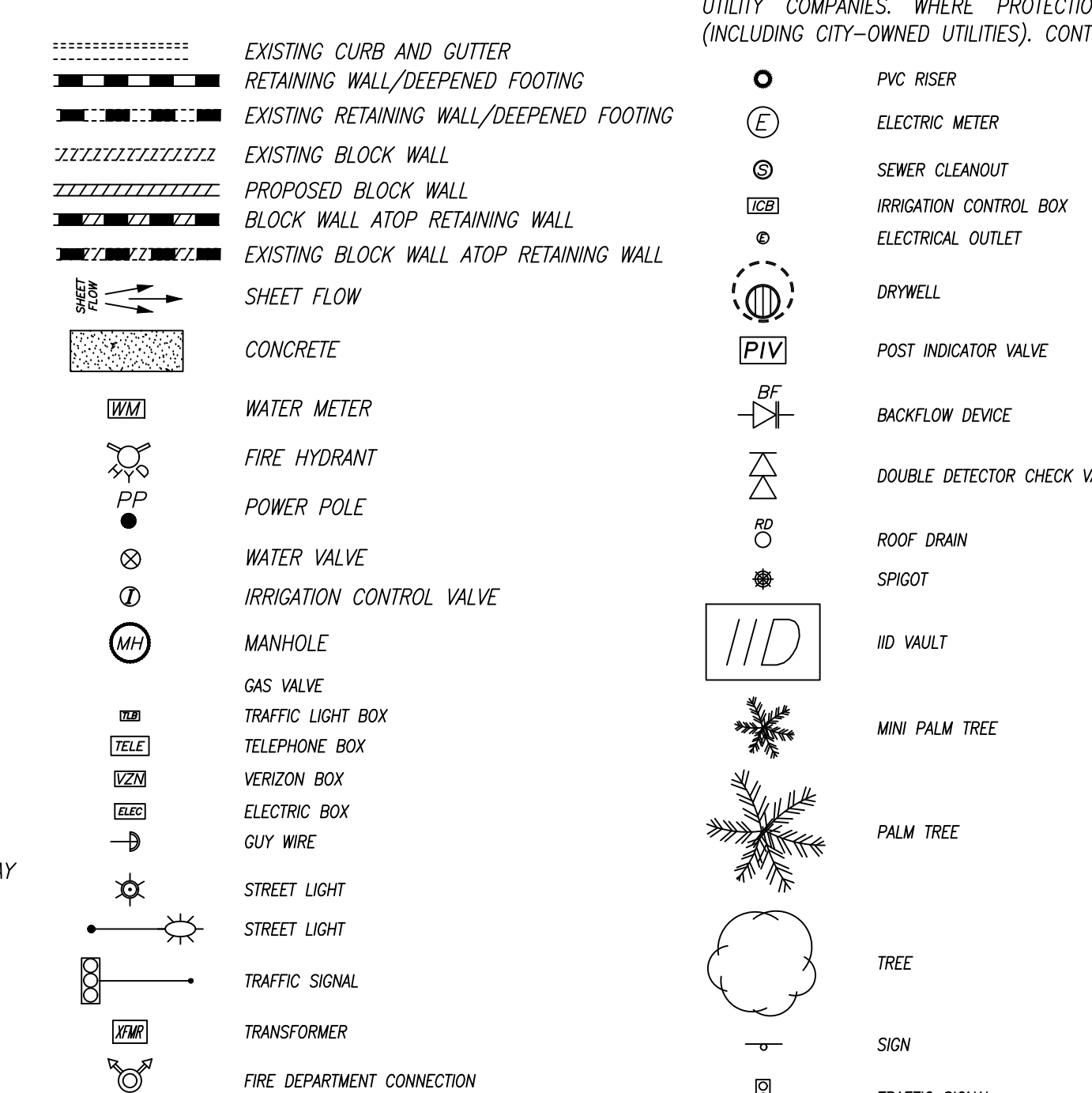
### HORIZONTAL CURB DATA:

**CURVE TABLE**

CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	90°00'00"	47.12'	30.00'	30.00'
C2	90°00'00"	47.12'	30.00'	30.00'
C3	90°00'00"	54.98'	35.00'	35.00'
C4	90°00'00"	6.28'	4.00'	4.00'
C5	90°00'00"	1.57'	1.00'	1.00'
C6	150°34'17"	2.63'	1.00'	3.81'
C7	10°32'48"	16.93'	92.00'	8.49'
C8	128°58'32"	2.27'	1.00'	2.14'
C9	185°59'12"	1.27'	1.00'	0.83'
C10	45°00'00"	0.79'	1.00'	0.41'
C11	153°11'08"	2.67'	1.00'	4.20'
C12	14°10'40"	22.77'	92.00'	11.44'
C13	90°00'00"	109.96'	70.00'	70.00'
C14	105°49'36"	5.54'	3.00'	3.97'
C15	159°49'06"	14.36'	52.00'	7.23'
C16	90°00'00"	47.12'	30.00'	30.00'
C17	90°00'00"	70.69'	45.00'	45.00'
C18	124°51'00"	21.79'	10.00'	19.15'
C19	50°59'00"	43.31'	45.00'	23.50'
C20	50°59'00"	43.31'	45.00'	23.50'
C21	124°51'00"	21.79'	10.00'	19.15'
C22	89°51'04"	53.32'	34.00'	33.91'
C23	45°06'17"	23.62'	30.00'	12.46'
C24	150°04'25"	7.86'	3.00'	11.22'
C25	29°35'35"	40.74'	78.00'	20.85'
C26	22°37'12"	30.79'	78.00'	15.60'
C27	22°37'12"	30.79'	78.00'	15.60'
C28	180°00'00"	6.28'	2.00'	---
C29	180°00'00"	6.28'	2.00'	---
C30	22°37'12"	30.79'	78.00'	15.60'
C31	22°37'12"	30.79'	78.00'	15.60'
C32	180°00'00"	6.28'	2.00'	---
C33	158°10'01"	5.52'	2.00'	10.37'
C34	20°25'21"	60.64'	170.00'	30.65'
C35	22°37'12"	30.79'	78.00'	15.60'
C36	22°37'12"	30.79'	78.00'	15.60'
C37	180°00'00"	6.28'	2.00'	---
C38	---	---	---	---
C39	---	---	---	---
C40	---	---	---	---
C41	---	---	---	---
C42	---	---	---	---
C43	22°37'12"	30.79'	78.00'	15.60'
C44	22°37'12"	30.79'	78.00'	15.60'
C45	90°00'00"	54.98'	35.00'	35.00'
C46	90°00'00"	54.98'	35.00'	35.00'



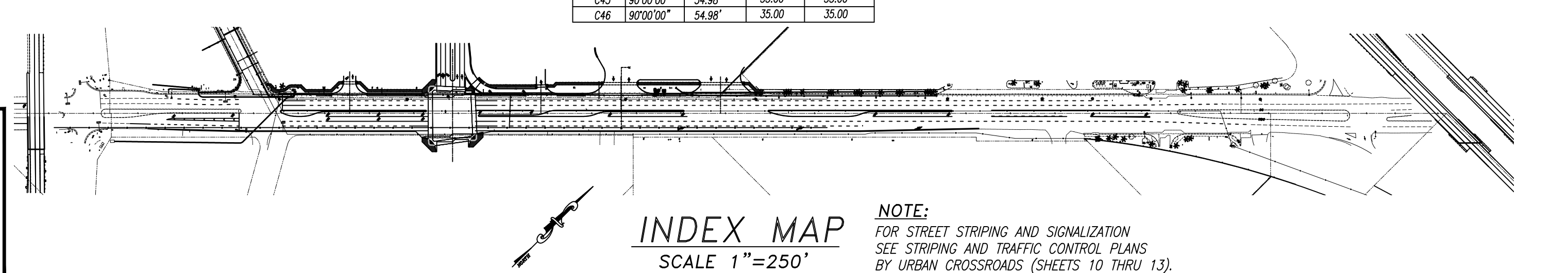
- LEGEND & ABBREVIATIONS:**
- C CENTERLINE
  - P PROPERTY LINE
  - H.P. HIGH POINT
  - G.B. GRADE BREAK
  - E.G. EXISTING GROUND
  - F.G. FINISH GRADE
  - F.S. FINISH SURFACE
  - F.F. FINISH FLOOR ELEVATION
  - PAD PAD ELEVATION
  - P PLANTER
  - T.W. TOP OF WALL
  - T.R.W. TOP OF RETAINING WALL
  - W.S. WATER SURFACE
  - B.W. BOTTOM OF WALL
  - T.F. TOP OF FOOTING
  - B.O.F. BOTTOM OF FOOTING
  - R/W RIGHT-OF-WAY
  - D/W DRIVEWAY
  - T.C. TOP OF CURB
  - F.L. FLOW LINE
  - T.H. TOP OF HEADER
  - E.P. EDGE OF EXISTING PAVEMENT
  - T.P. TOP OF PAVEMENT
  - T.G. TOP OF GRADE
  - INV. INVERT ELEVATION
  - [G] "G" CHISELED ON CURB
  - [S] "S" CHISELED ON CURB
  - [E] "E" CHISELED ON CURB
  - (99.9) EXISTING ELEVATION
  - 99.9 PROPOSED ELEVATION
  - PROPERTY LINE / RIGHT-OF-WAY
  - CENTERLINE
  - (99) EXISTING CONTOUR
  - 99 FINISH CONTOUR
  - DRAINAGE SWALE
  - EXISTING SLOPE
  - FINISH SLOPE
- EXISTING CURB AND GUTTER**
- RETAINING WALL/DEEPEMED FOOTING
  - EXISTING RETAINING WALL/DEEPEMED FOOTING
  - EXISTING BLOCK WALL
  - PROPOSED BLOCK WALL
  - EXISTING BLOCK WALL ATOP RETAINING WALL
  - EXISTING BLOCK WALL ATOP RETAINING WALL
- CONCRETE**
- WATER METER
  - FIRE HYDRANT
  - POWER POLE
  - WATER VALVE
  - IRRIGATION CONTROL VALVE
  - MANHOLE
  - GAS VALVE
  - TRAFFIC LIGHT BOX
  - TELEPHONE BOX
  - VERIZON BOX
  - ELECTRIC BOX
  - GUY WIRE
  - STREET LIGHT
  - STREET LIGHT
  - TRAFFIC SIGNAL
  - TRANSFORMER
  - FIRE DEPARTMENT CONNECTION
  - CONCRETE FILLED STEEL POST
- OTHER**
- PVC RISER
  - ⊕ ELECTRIC METER
  - ⊕ SEWER CLEANOUT
  - ⊕ IRRIGATION CONTROL BOX
  - ⊕ ELECTRICAL OUTLET
  - ⊕ POST INDICATOR VALVE
  - ⊕ BACKFLOW DEVICE
  - ⊕ DOUBLE DETECTOR CHECK VALVE
  - ⊕ ROOF DRAIN
  - ⊕ ID VAULT
  - ⊕ MIN PALM TREE
  - ⊕ PALM TREE
  - ⊕ TREE
  - ⊕ SIGN
  - ⊕ TRAFFIC SIGNAL



**SHEET INDEX**

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2 STREET IMPROVEMENT PLAN & PROFILE	2 OF 22
3 STREET IMPROVEMENT PLAN & PROFILE	3 OF 22
4 STREET IMPROVEMENT PLAN & PROFILE	4 OF 22
5 STREET IMPROVEMENT PLAN & PROFILE	5 OF 22
6 STREET IMPROVEMENT PLAN & PROFILE	6 OF 22
7 STREET IMPROVEMENT PLAN & PROFILE	7 OF 22
8 STREET IMPROVEMENT PLAN & PROFILE	8 OF 22
9 STREET IMPROVEMENT PLAN X-SECTIONS	9 OF 22
10 TRAFFIC SIGNAL MODIFICATION PLAN AT DILLON ROAD & HARRISON PLACE	10 OF 22
11 TRAFFIC SIGNAL PLAN AT DILLON ROAD & LUCKY WAY	11 OF 22
12 SIGNING AND STRIPING PLAN (N/O SR-86 WB RAMP TO N/O LUCKY WAY)	12 OF 22
13 SIGNING AND STRIPING PLAN (N/O LUCKY WAY TO I-10 EB RAMP)	13 OF 22
14 LANDSCAPE IRRIGATION PLAN LI-1.0	14 OF 22
15 LANDSCAPE IRRIGATION PLAN LI-1.1	15 OF 22
16 LANDSCAPE IRRIGATION PLAN LI-1.2	16 OF 22
17 LANDSCAPE IRRIGATION PLAN LI-2.0	17 OF 22
18 LANDSCAPE IRRIGATION PLAN LI-2.1	18 OF 22
19 LANDSCAPE IRRIGATION PLAN LI-2.2	19 OF 22
20 LANDSCAPE IRRIGATION PLAN LP-1.1	20 OF 22
21 LANDSCAPE IRRIGATION PLAN LP-1.2	21 OF 22
22 LANDSCAPE IRRIGATION PLAN LP-2.0	22 OF 22

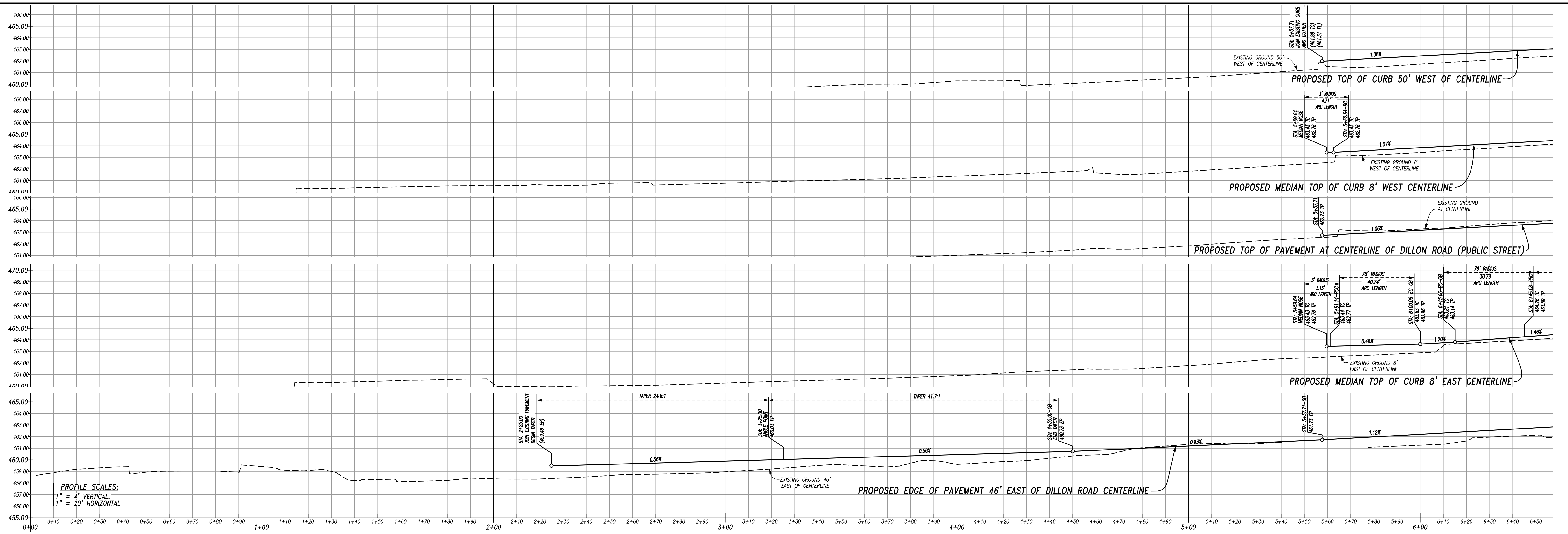
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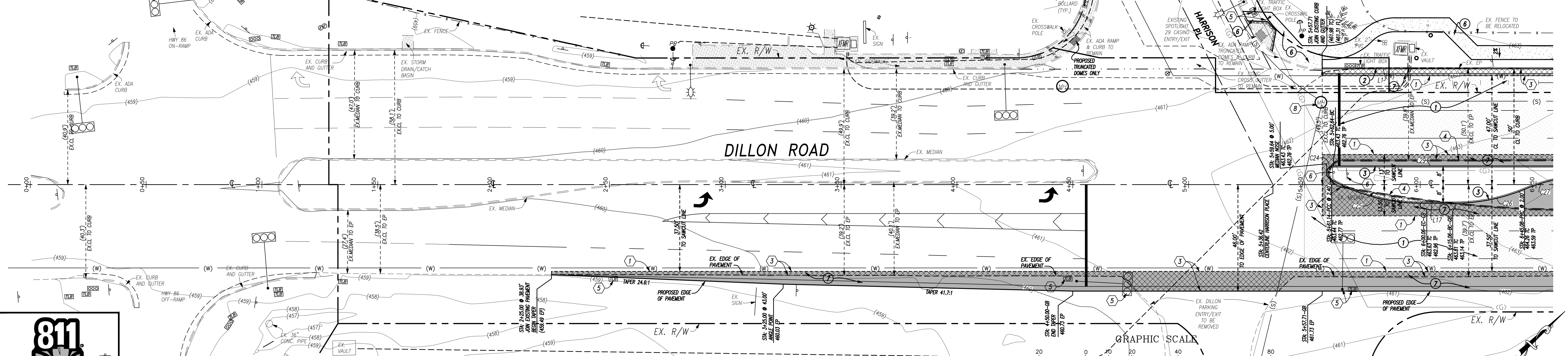
**NOTE:**  
FOR STREET STRIPING AND SIGNALIZATION SEE STRIPING AND TRAFFIC CONTROL PLANS BY URBAN CROSSROADS (SHEETS TO THRU 13).

Project information including City of Coachella logo, designer details (Ronald K. Feiro, R.C.E. No. C52280), date (1-8-24), approved for approval (Steven Nix, 01/09/24), approved for construction (Andrew R. Simmons, 01/11/2024), and sheet information (SHEET NO. 1 OF 22 SHTS., DWG NO. 156L3st101, JOB NO. 156L-003, LAYOUT: ST01).

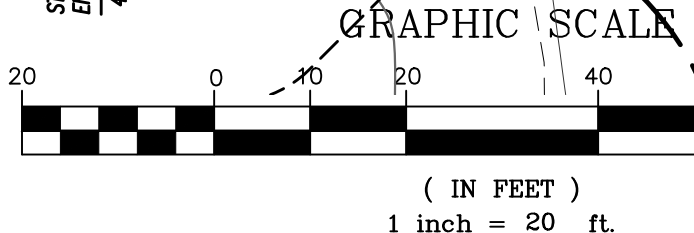




PROFILE SCALES:  
 1" = 4' VERTICAL  
 1" = 20' HORIZONTAL



**DILLON ROAD - (PUBLIC STREET)**



NOTE:  
 FOR STREET STRIPING AND SIGNALIZATION  
 SEE STRIPING AND TRAFFIC CONTROL PLANS  
 BY URBAN CROSSROADS (SHEETS 10 THRU 13).



DESIGNED BY	DRAWN BY	CHECKED BY	APPR. DATE

DESIGNED BY  
*RKF*  
 Ronald K. Feiro  
 President  
 R.C.E. No. 52260

DATE  
 1-8-24

FEIRO ENGINEERING  
 P.O. BOX 12986  
 PALM DESERT, CA 92255  
 www.feiro.net  
 TELEPHONE (760) 348-8015



**CITY OF COACHELLA**

RECOMMENDED FOR APPROVAL:  
*Steven Nix*  
 TKE ENGINEERING  
 DATE 01/09/24

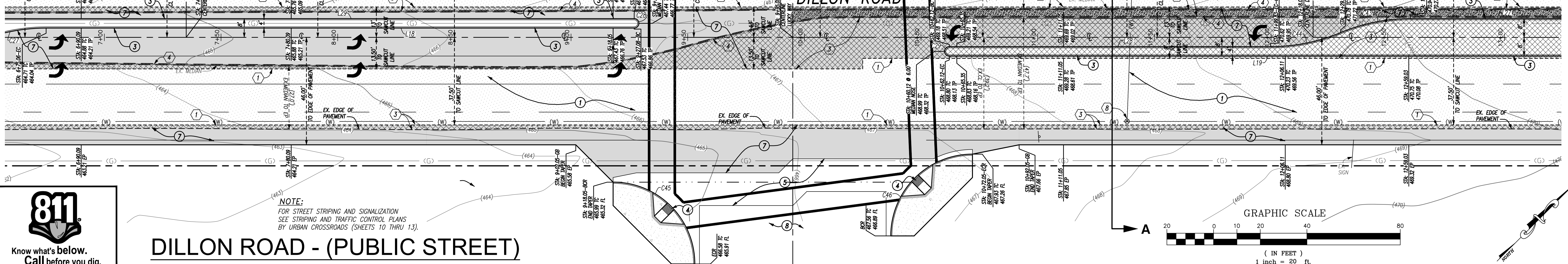
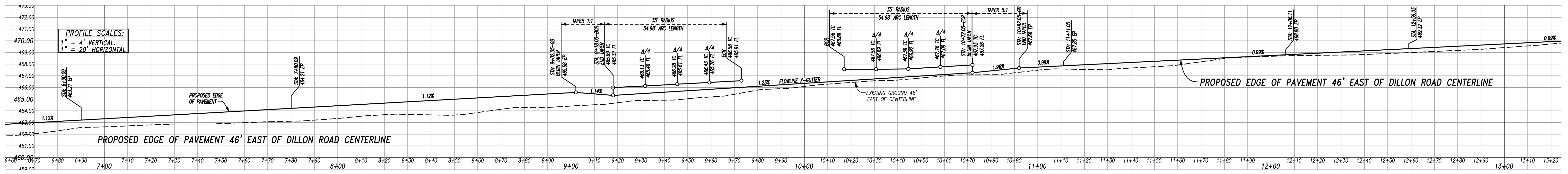
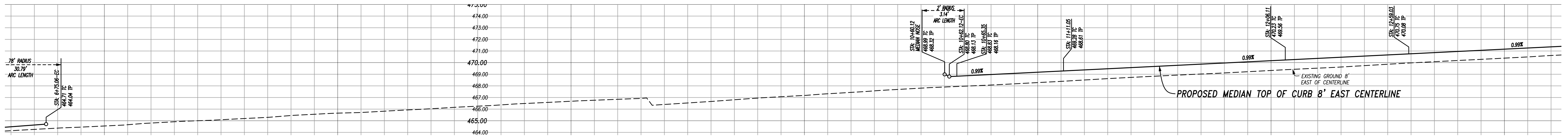
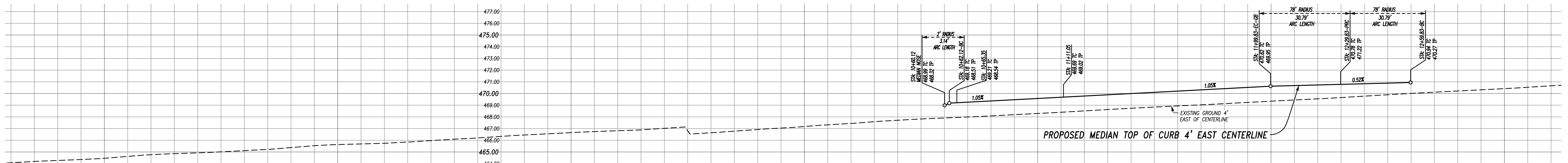
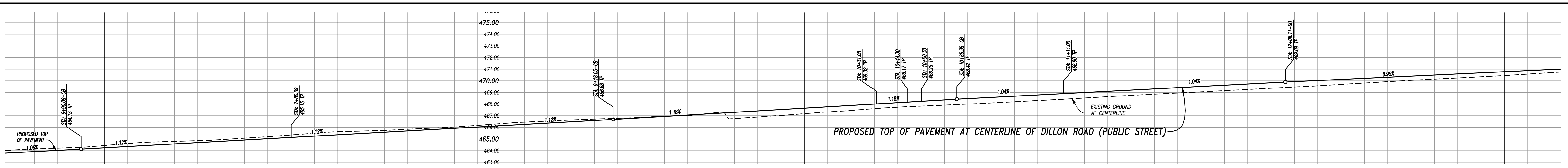
APPROVED FOR CONSTRUCTION:  
 ANDREW R. SIMMONS, R.C.E. NO. 72868  
 DATE 01/11/2024

DESIGNED BY:	RKF
DRAFTED BY:	JG
CHECKED BY:	RKF
BENCHMARK:	SEE ABOVE

In the City of Coachella  
**Street Improvement Plan**  
 Portion of Dillon Road  
 Dillon Road, Coachella, CA. 92236  
 FOR 29 Palms Band of Mission Indians

SHEET NO.	2
OF 22 SHTS.	
DWG NO.	156L3st101
JOB NO.	156L-003
LAYOUT:	ST02

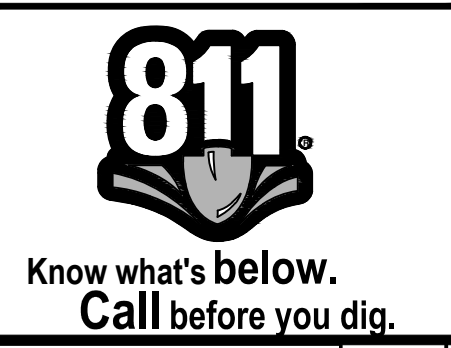




PROFILE SCALES:  
1" = 4' VERTICAL  
1" = 20' HORIZONTAL

NOTE:  
FOR STREET STRIPING AND SIGNALIZATION  
SEE STRIPING AND TRAFFIC CONTROL PLANS  
BY URBAN CROSSROADS (SHEETS 10 THRU 13).

# DILLON ROAD - (PUBLIC STREET)



DATE	BY	MARK	REVISIONS	APPR. DATE	CITY
DESIGNED BY					
DRAWN BY					
CHECKED BY					



DESIGNED BY  
**RKF**

DATE  
**1-8-24**

Ronald K. Feiro  
President  
R.C.E. No. 52260

FEIRO ENGINEERING  
P.O. BOX 12980  
PALM DESERT, CA 92255  
www.feiro.net  
TELEPHONE (760) 348-8015



CITY OF COACHELLA

RECOMMENDED FOR APPROVAL:  
**Steven Nix**  
TKE ENGINEERING  
DATE  
**01/09/24**

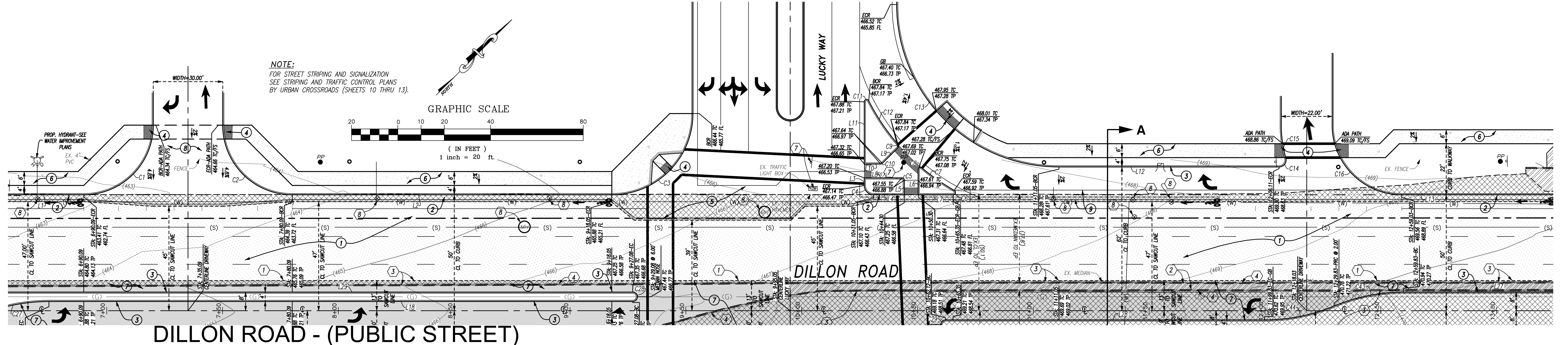
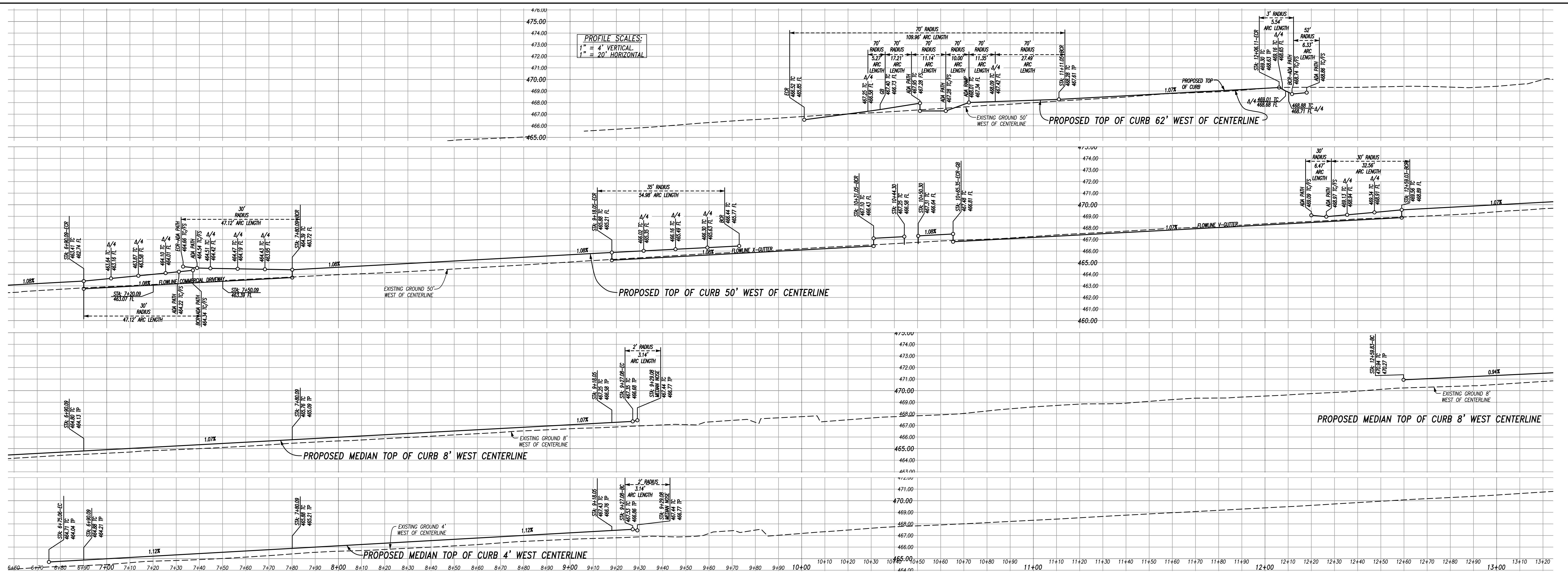
APPROVED FOR CONSTRUCTION:  
**Andrew R. Simmons**  
DATE  
**01/11/2024**

DESIGNED BY: RKF	FOR <b>29 Palms Band of Mission Indians</b>
DRAFTED BY: JG	
CHECKED BY: RKF	
BENCHMARK: SEE ABOVE	

In the City of Coachella  
**Street Improvement Plan**  
Portion of Dillon Road  
Dillon Road, Coachella, CA. 92236

SHEET NO. <b>3</b>
OF <b>22</b> SHTS.
DWG NO. <b>156L3st101</b>
JOB NO. <b>156L-003</b>
LAYOUT: <b>ST03</b>



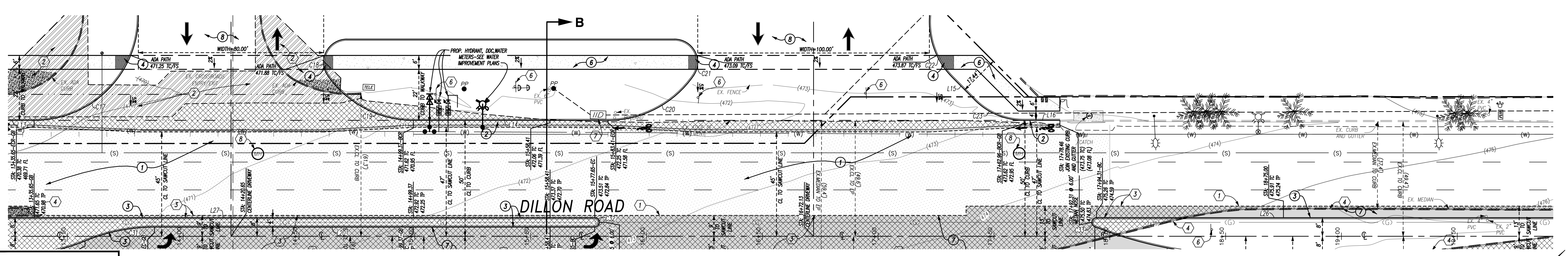
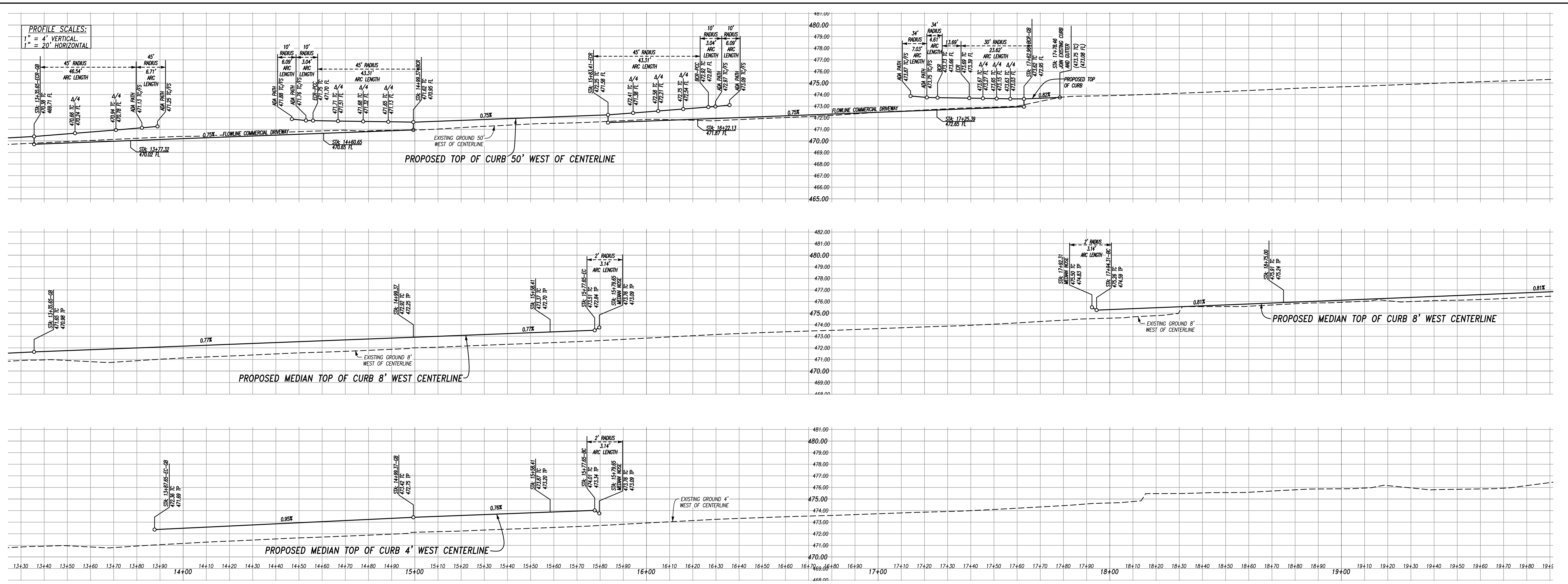


	DESIGNED BY	RONALD K. FEIRO	DATE	1-8-24		<b>CITY OF COACHELLA</b> RECOMMENDED FOR APPROVAL: <i>Steven Nix</i> TKE ENGINEERING APPROVED FOR CONSTRUCTION: ANDREW R. SIMMONS, R.C.E. NO. 72868	DESIGNED BY:	RKF	In the City of Coachella <b>Street Improvement Plan</b> Portion of Dillon Road Dillon Road, Coachella, CA. 92236 FOR 29 Palms Band of Mission Indians	SHEET NO.	4	
	DATE	BY	MARK	APPR. DATE			CITY	DRAFTED BY:		JG	OF 22 SHTS.	DWG NO.
ENGINEER	DRAWN BY	REVISIONS	CHECKED BY			APPROVED FOR CONSTRUCTION:	CHECKED BY:	RKF	BENCHMARK:	SEE ABOVE	JOB NO.	156L-003
						DATE	01/09/24				LAYOUT:	ST04
						DATE	01/11/2024					











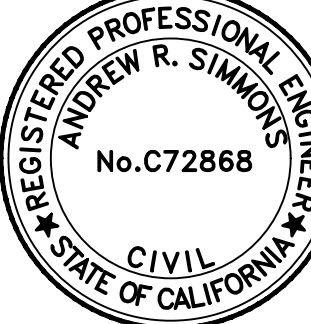



Know what's below.  
Call before you dig.

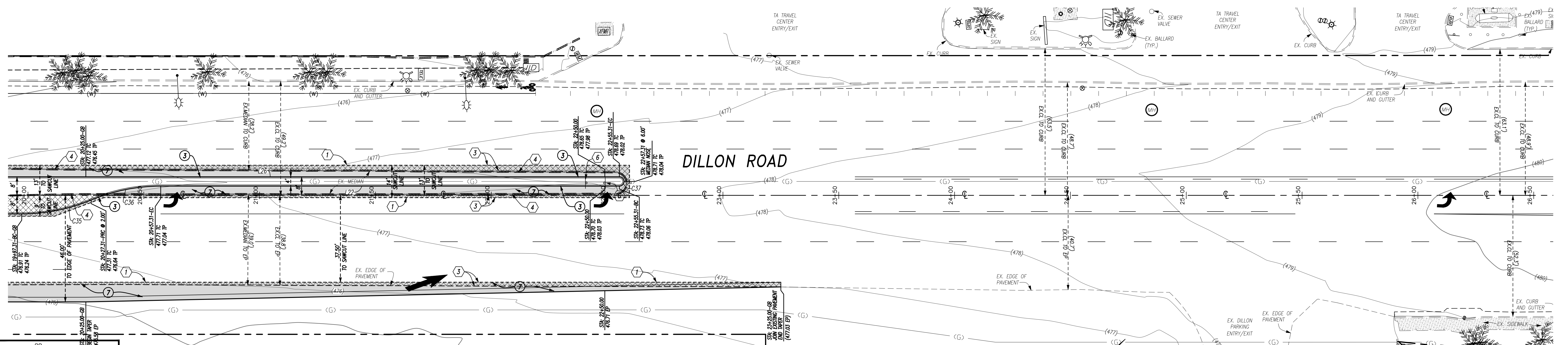
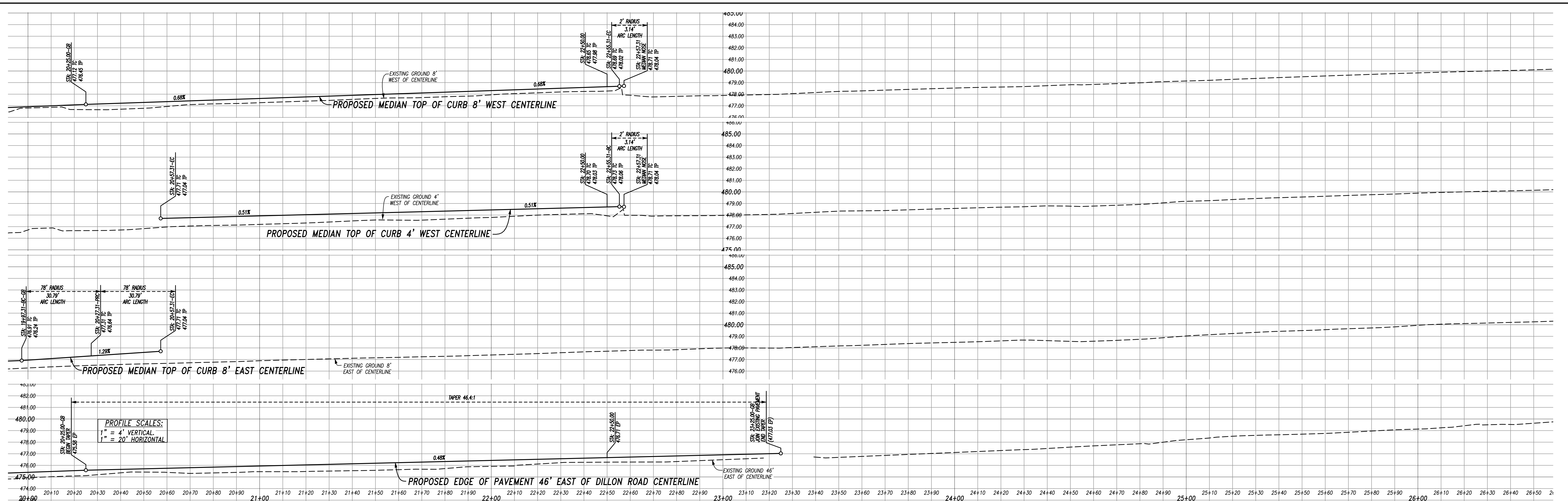
## DILLON ROAD - (PUBLIC STREET)

NOTE:  
FOR STREET STRIPING AND SIGNALIZATION  
SEE STRIPING AND TRAFFIC CONTROL PLANS  
BY URBAN CROSSROADS (SHEETS 10 THRU 13).

GRAPHIC SCALE  
0 10 20 40 60 80  
( IN FEET )  
1 inch = 20 ft.

		DESIGNED BY <i>RK Feiro</i> Ronald K. Feiro President R.C.E. No. 52260	1-8-24 DATE		CITY OF COACHELLA RECOMMENDED FOR APPROVAL: <i>Steven Nix</i> TKE ENGINEERING APPROVED FOR CONSTRUCTION: ANDREW R. SIMMONS, R.C.E. NO. 72868	DESIGNED BY: RKF DRAFTED BY: JG CHECKED BY: RKF BENCHMARK: SEE ABOVE	In the City of Coachella <b>Street Improvement Plan</b> Portion of Dillon Road Dillon Road, Coachella, CA. 92236 FOR 29 Palms Band of Mission Indians	SHEET NO. 6 OF 22 SHTS. DWG NO. 156L3s101 JOB NO. 156L-003 LAYOUT: ST06
	DATE BY MARK ENGINEER REVISIONS APPR. DATE DESIGNED BY DRAWN BY CHECKED BY		 <p>FEIRO ENGINEERING          P.O. BOX 12980          PALM DESERT, CA 92255          www.feiro.net          TELEPHONE (760) 348-8015</p>	01/09/24 DATE	01/11/2024 DATE			





**NOTE:**  
FOR STREET STRIPING AND SIGNALIZATION  
SEE STRIPING AND TRAFFIC CONTROL PLANS  
BY URBAN CROSSROADS (SHEETS 10 THRU 13).

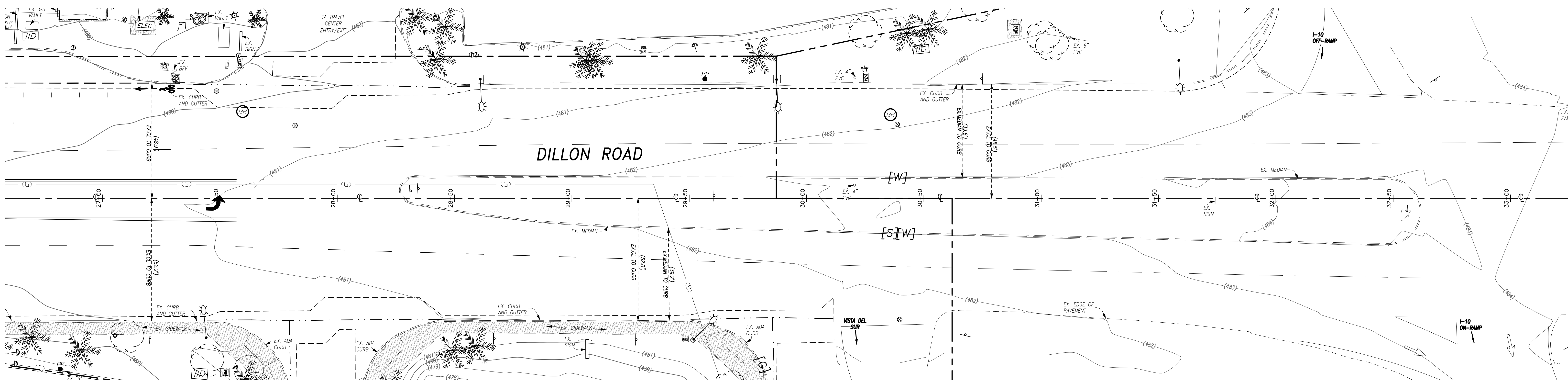
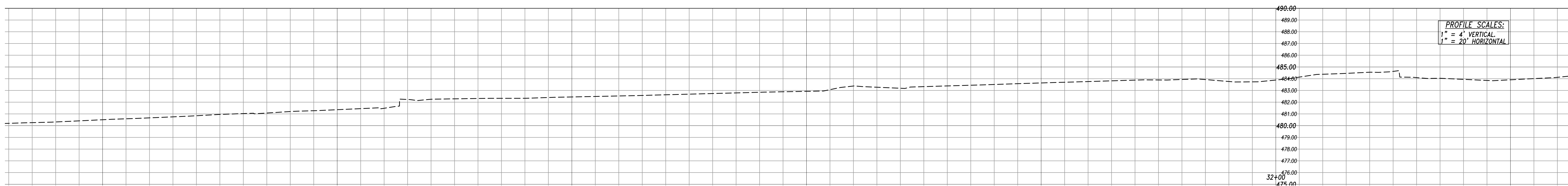
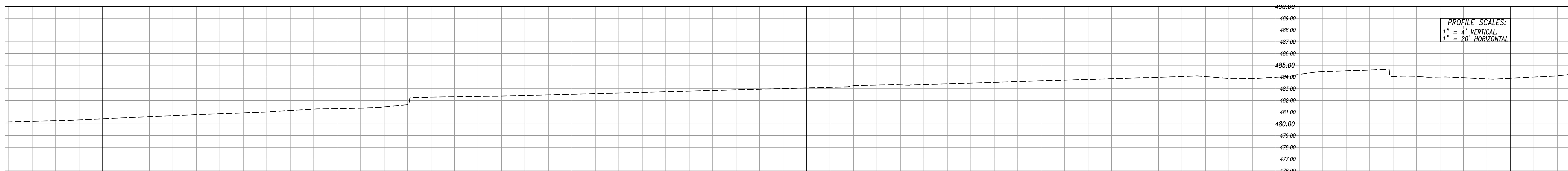
**811**  
Know what's below.  
Call before you dig.

**DILLON ROAD - (PUBLIC STREET)**

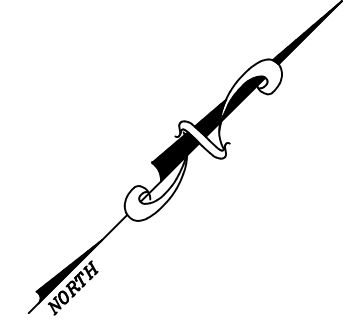
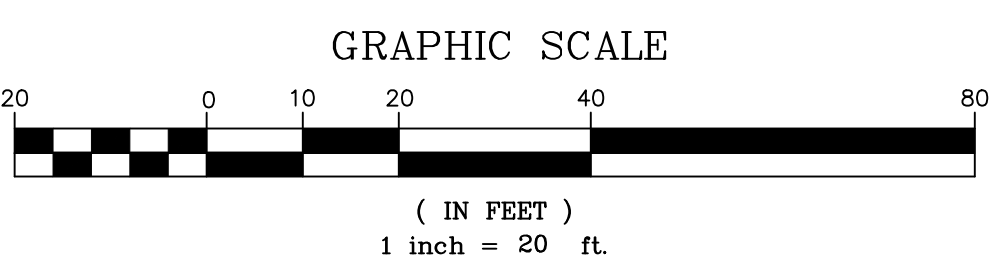
GRAPHIC SCALE  
( IN FEET )  
1 inch = 20 ft.

	DESIGNED BY		DESIGNED BY <b>RK Feiro</b> Ronald K. Feiro President R.C.E. No. 52260	1-8-24 DATE		<b>CITY OF COACHELLA</b> RECOMMENDED FOR APPROVAL: <i>Steven Nix</i> TKE ENGINEERING APPROVED FOR CONSTRUCTION: ANDREW R. SIMMONS, R.C.E. No. 72868	DESIGNED BY: RKF DRAFTED BY: JG CHECKED BY: RKF BENCHMARK: SEE ABOVE	In the City of Coachella <b>Street Improvement Plan</b> Portion of Dillon Road Dillon Road, Coachella, CA. 92236 FOR 29 Palms Band of Mission Indians	SHEET NO. 7 OF 22 SHTS. DWG NO. 156L3st101 JOB NO. 156L-003 LAYOUT: ST07
	DATE BY MARK ENGINEER REVISIONS APPR. DATE DESIGNED BY DRAWN BY CHECKED BY		FEIRO ENGINEERING P.O. BOX 12980 PALM DESERT, CA 92255 www.feiro.net TELEPHONE (760) 348-8015	APPROVER'S SEAL ANDREW R. SIMMONS, R.C.E. No. 72868		DATE 01/09/24 DATE 01/11/2024			



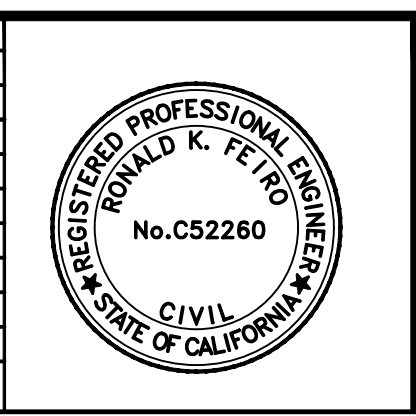


# DILLON ROAD - (PUBLIC STREET)



**NOTE:**  
FOR STREET STRIPING AND SIGNALIZATION  
SEE STRIPING AND TRAFFIC CONTROL PLANS  
BY URBAN CROSSROADS (SHEETS 10 THRU 13).

DESIGNED BY	DRAWN BY	CHECKED BY	APPR. DATE
DATE	BY	MARK	CITY
ENGINEER	REVISIONS	CITY	



DESIGNED BY  
*RK Feiro*  
Ronald K. Feiro  
President  
R.C.E. No. 52260

DATE  
1-8-24

FEIRO ENGINEERING  
P.O. BOX 12980  
PALM DESERT, CA 92255  
www.feiro.net  
TELEPHONE (760) 348-8015



**CITY OF COACHELLA**

RECOMMENDED FOR APPROVAL:  
*Steven Nief*  
TKE ENGINEERING  
DATE: 01/09/24

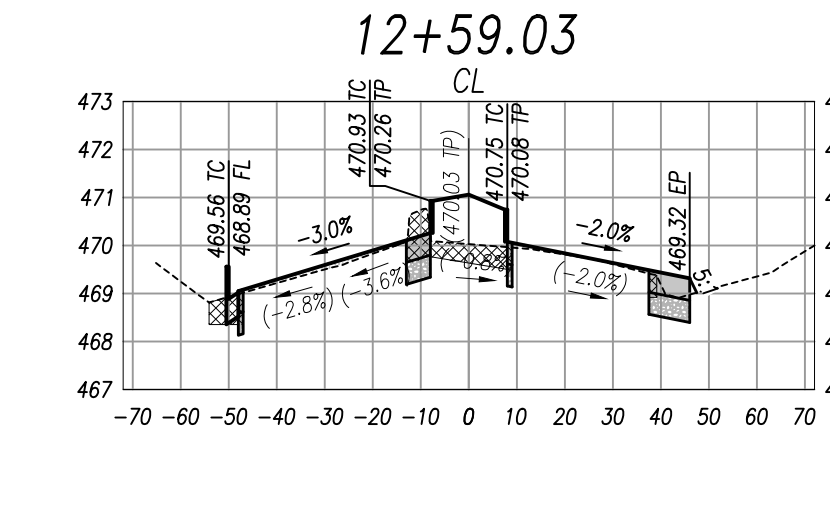
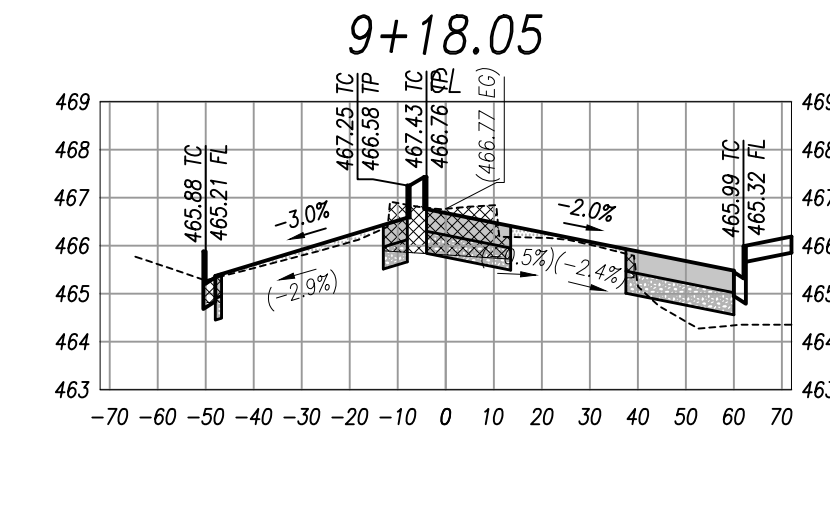
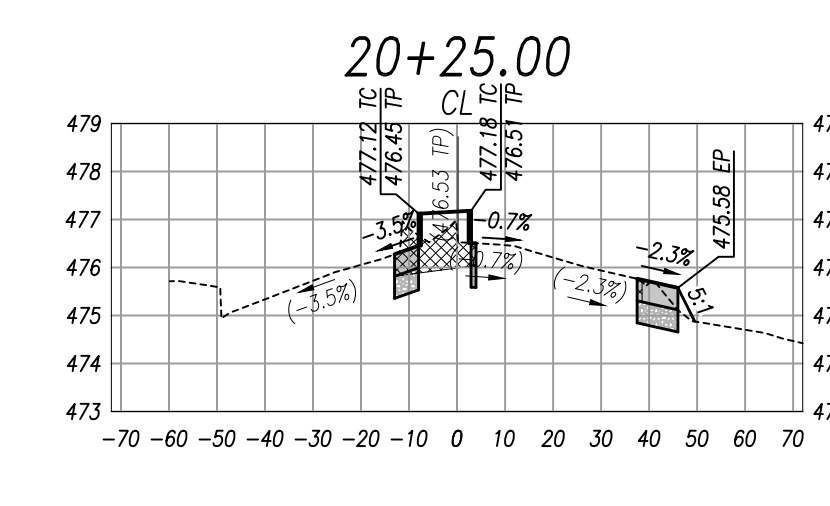
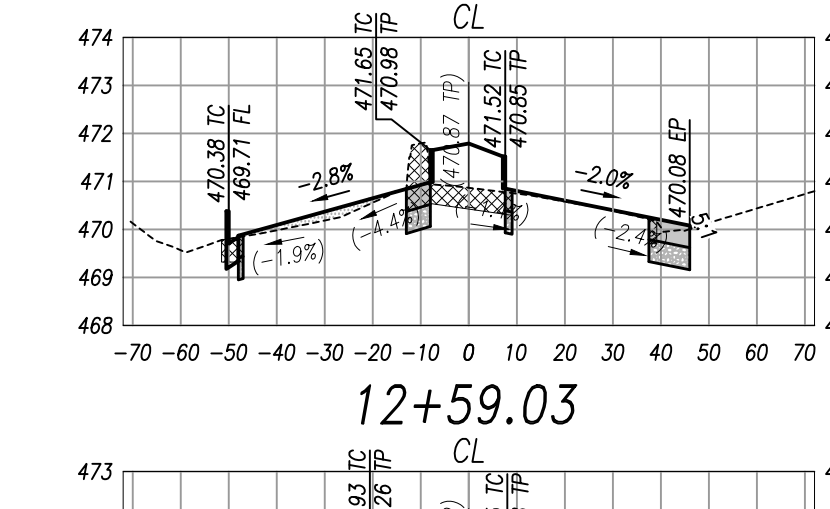
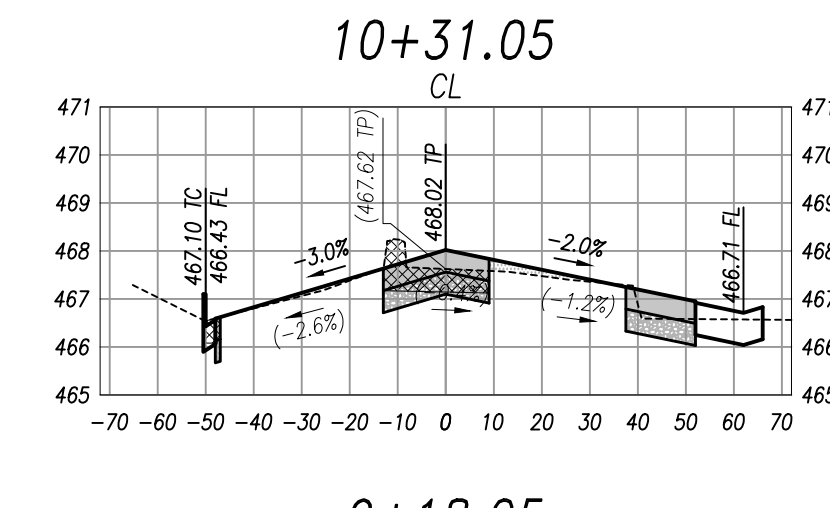
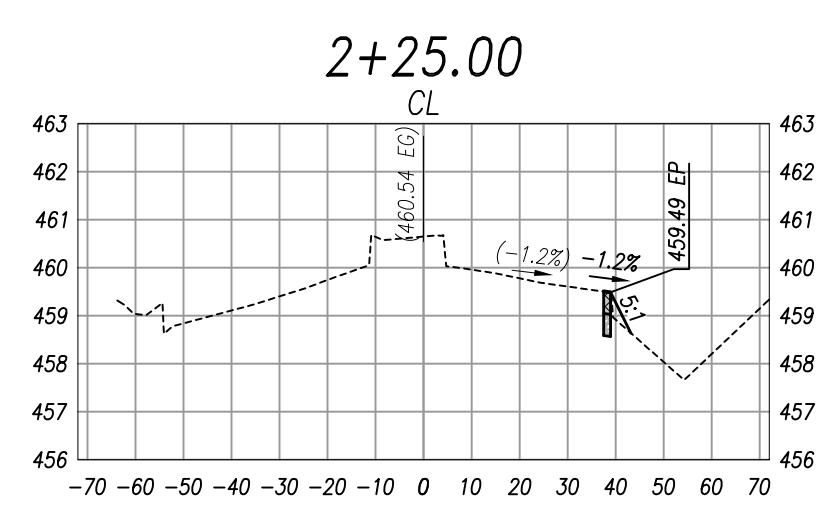
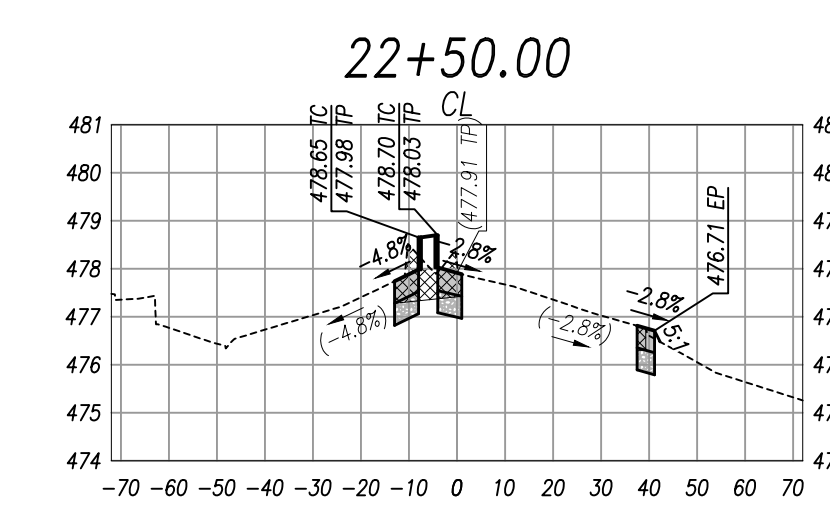
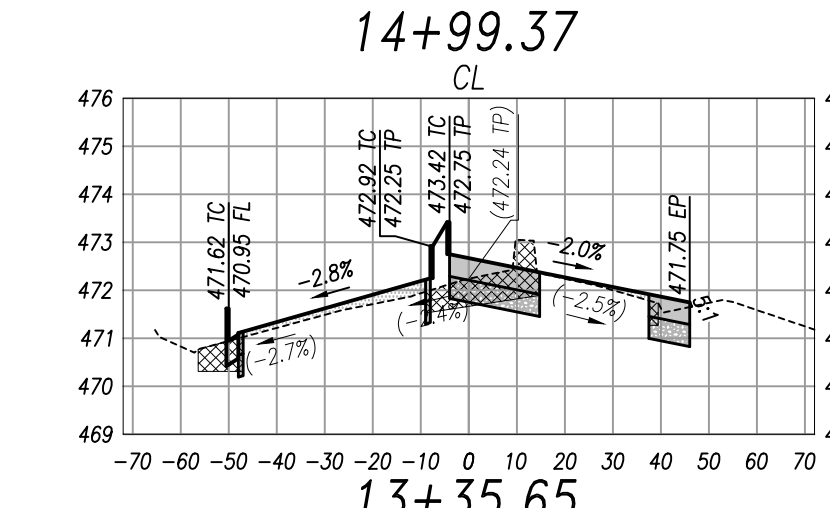
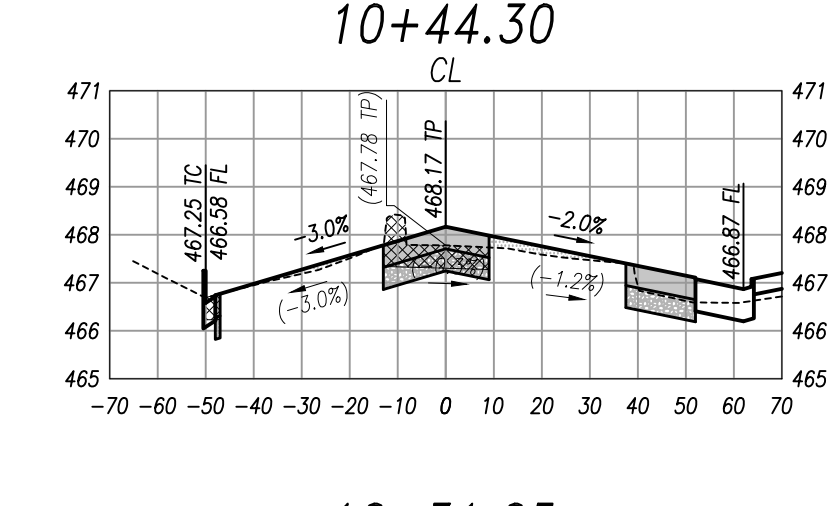
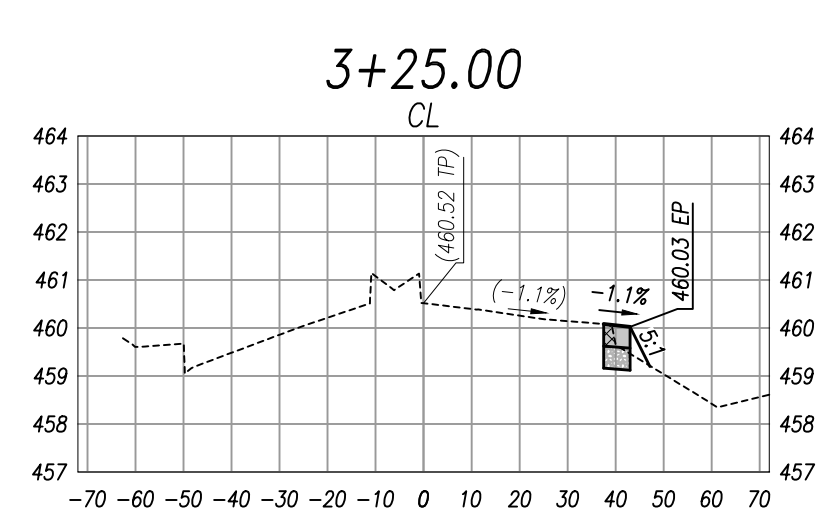
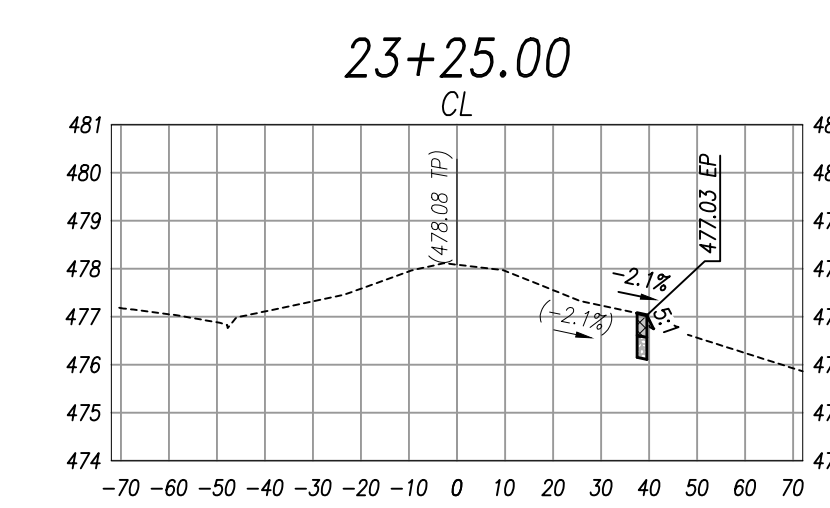
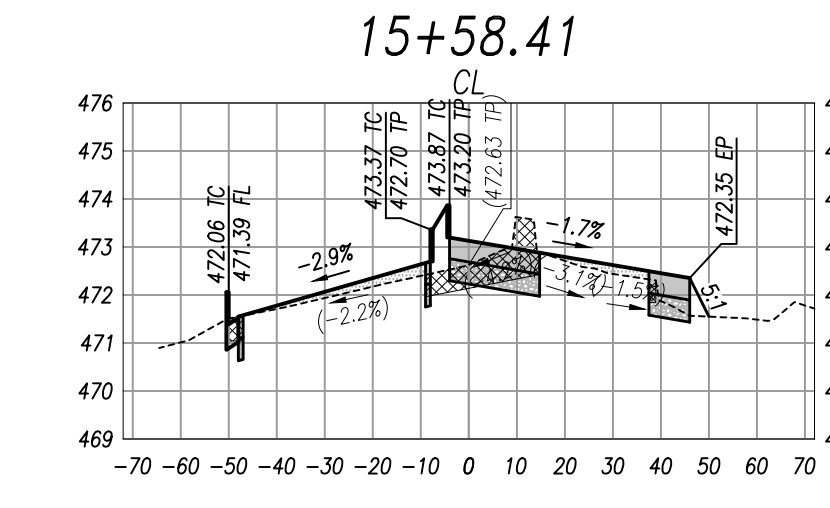
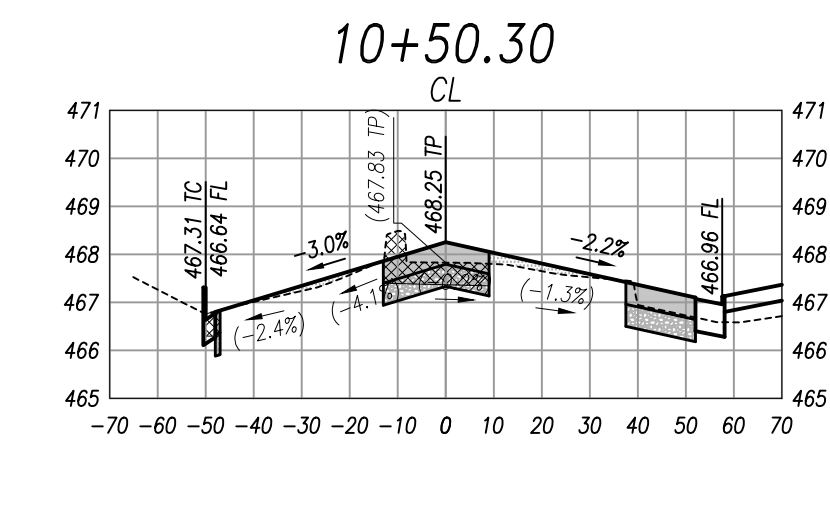
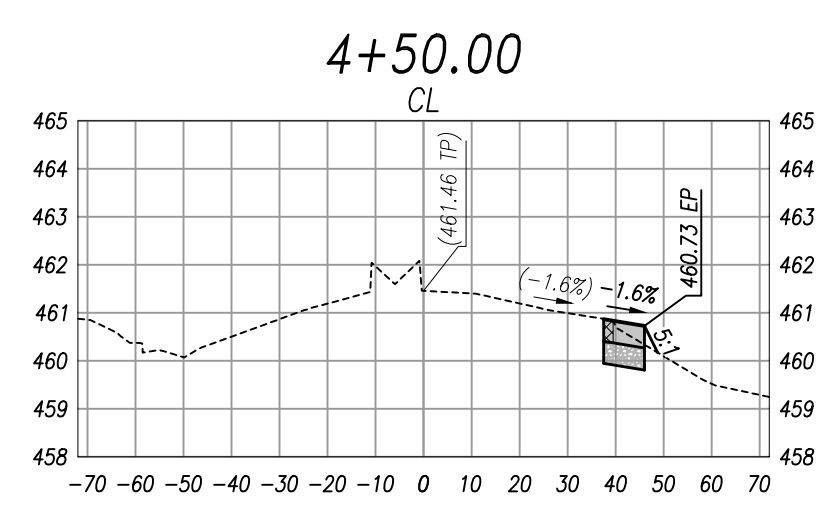
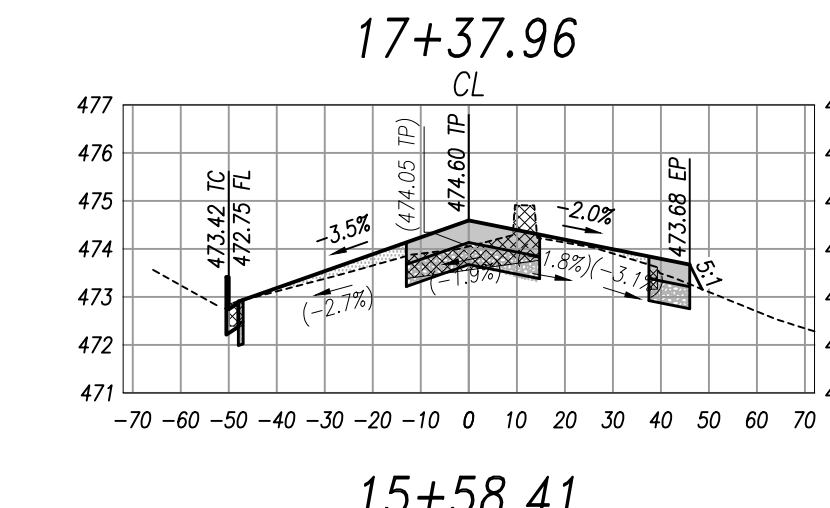
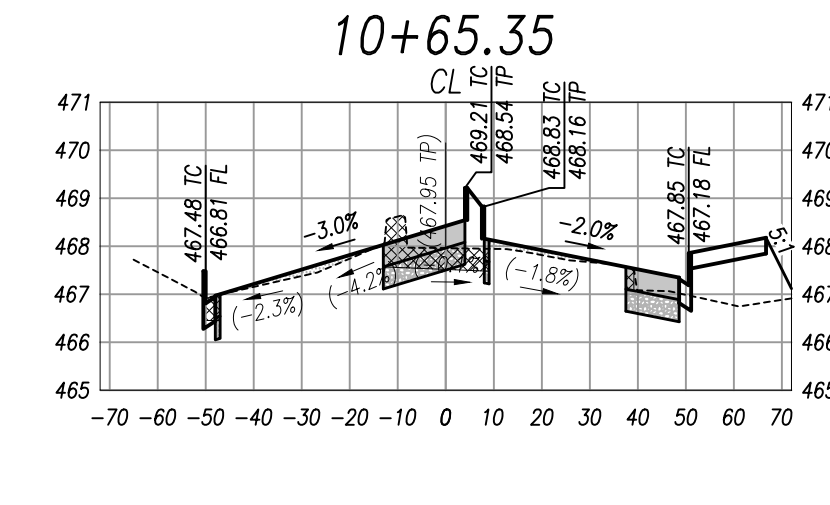
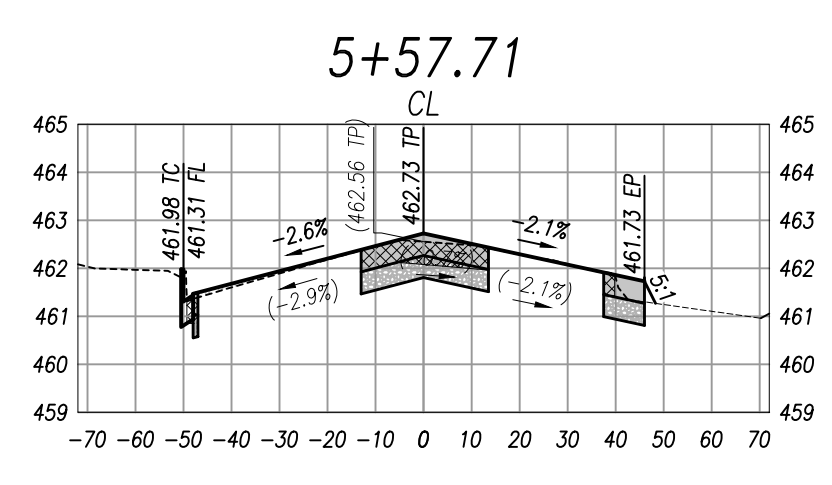
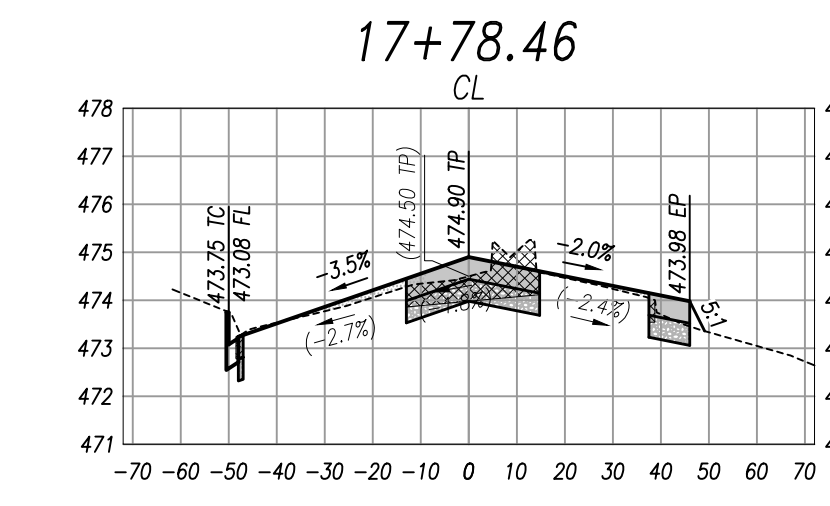
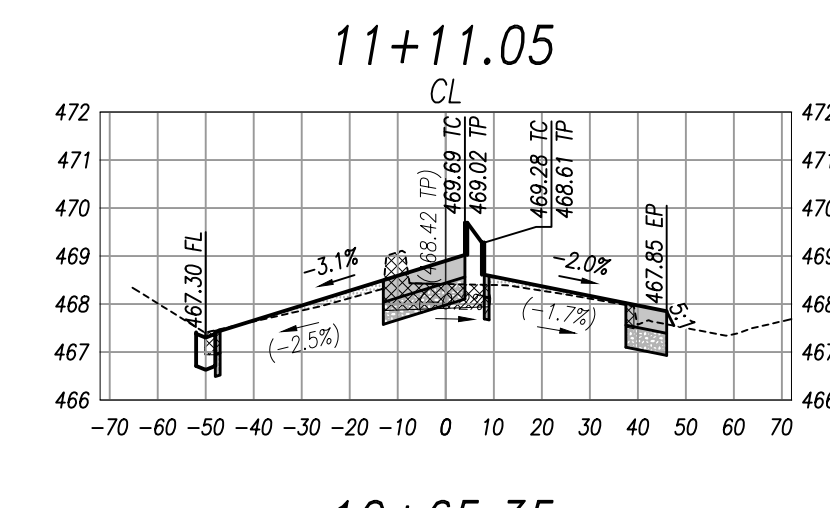
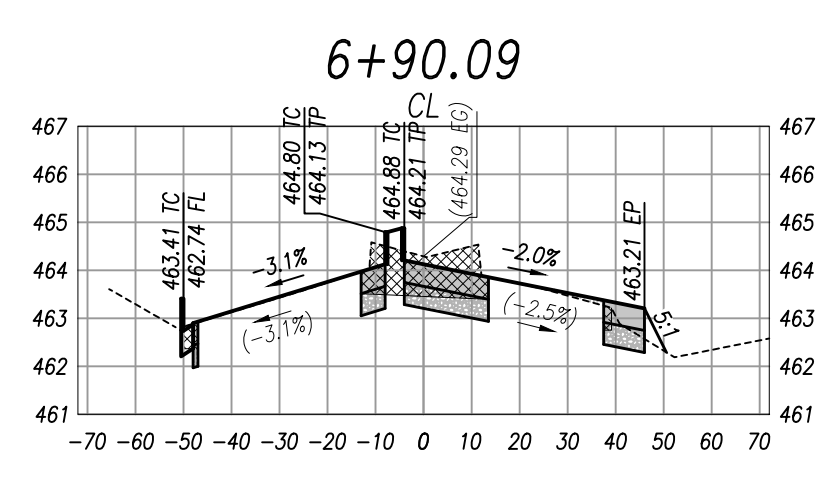
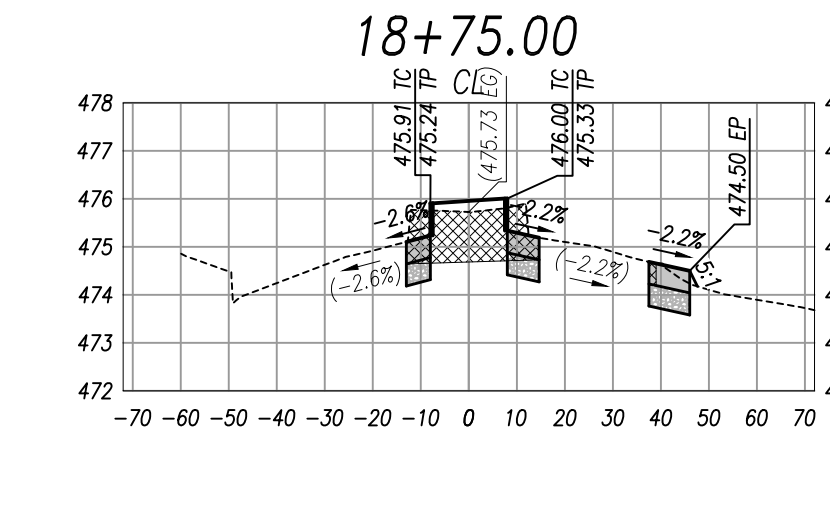
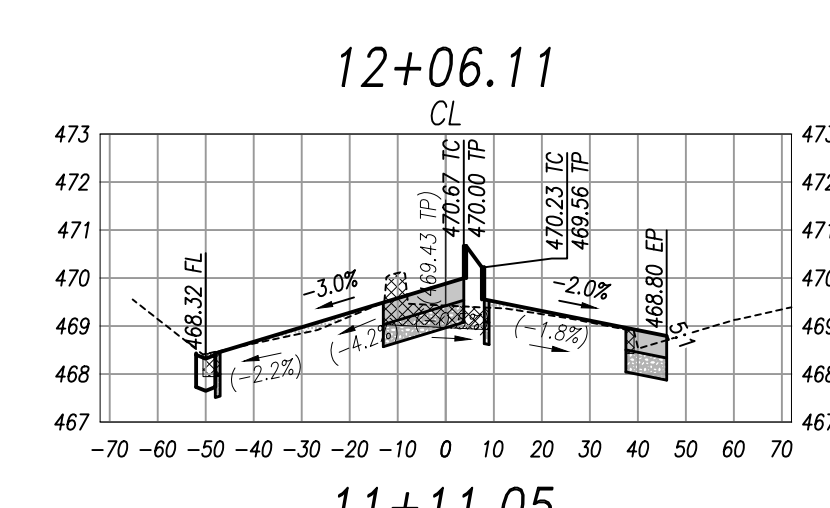
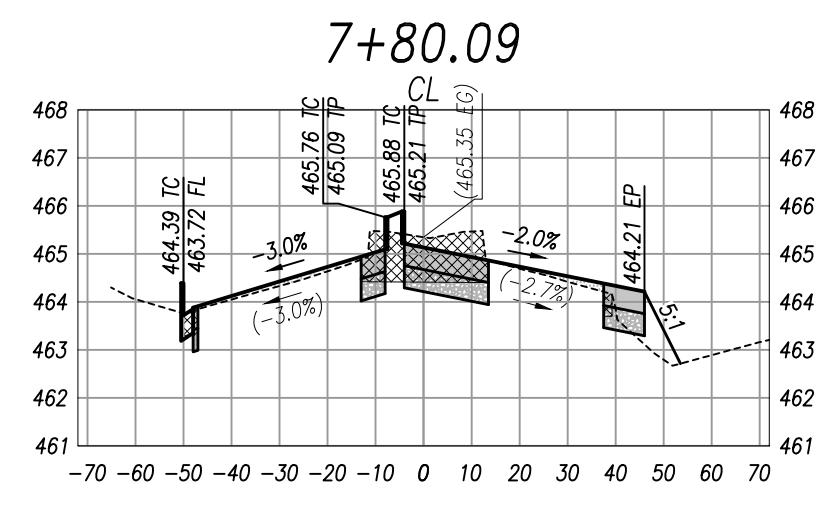
APPROVED FOR CONSTRUCTION:  
ANDREW R. SIMMONS, R.C.E. NO. 72868  
DATE: 01/11/2024

DESIGNED BY:	RKF
DRAFTED BY:	JG
CHECKED BY:	RKF
BENCHMARK:	SEE ABOVE

In the City of Coachella  
**Street Improvement Plan**  
Portion of Dillon Road  
Dillon Road, Coachella, CA. 92236  
FOR 29 Palms Band of Mission Indians

SHEET NO.	8
OF 22 SHTS.	
DWG NO.	156L3s101
JOB NO.	156L-003
LAYOUT:	ST08





**DILLON ROAD - CROSS SECTIONS  
(PUBLIC STREET)**

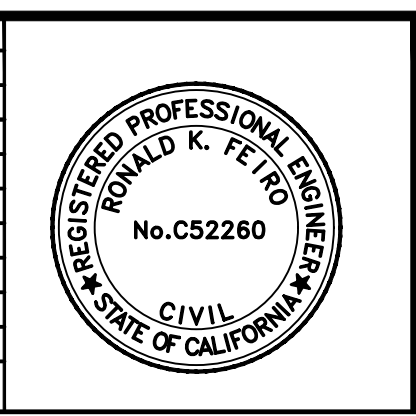
X-SECTION SCALES:  
1" = 4' VERTICAL  
1" = 40' HORIZONTAL



Know what's below.  
Call before you dig.



DATE	BY	MARK	REVISIONS	APPR. DATE
DESIGNED BY				
DRAWN BY				
CHECKED BY				



DESIGNED BY  
*RK Feiro*  
Ronald K. Feiro  
President  
R.C.E. No. 52260  
DATE  
1-8-24



CITY OF COACHELLA  
RECOMMENDED FOR APPROVAL:  
*Steven Nix*  
TKE ENGINEERING  
DATE  
01/09/24  
APPROVED FOR CONSTRUCTION:  
ANDREW R. SIMMONS, R.C.E. No. 72868  
DATE  
01/11/2024

DESIGNED BY:  
RK  
DRAFTED BY:  
JG  
CHECKED BY:  
RK  
BENCHMARK:  
SEE ABOVE

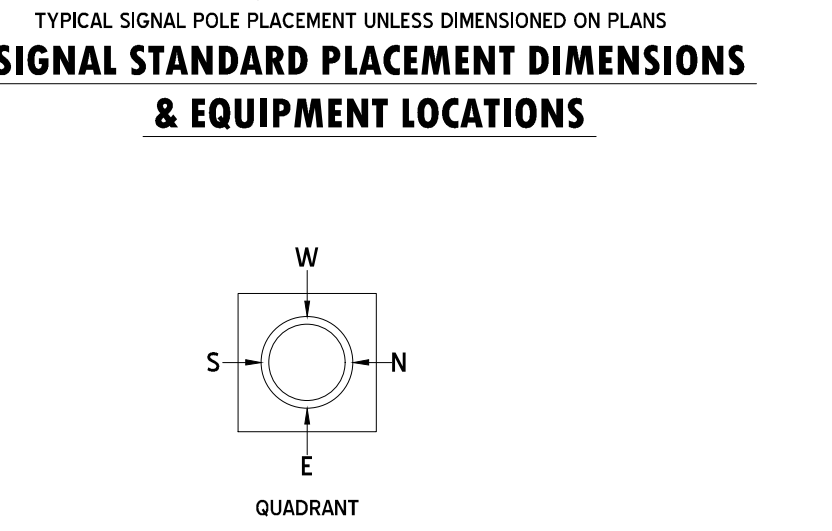
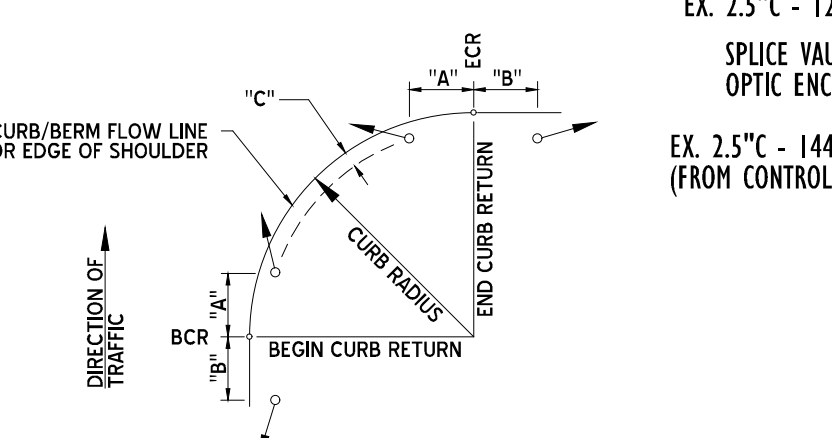
In the City of Coachella  
**Street Improvement Plan**  
Portion of Dillon Road  
Dillon Road, Coachella, CA. 92236  
FOR  
29 Palms Band of Mission Indians

SHEET NO.  
9  
OF 22 SHTS.  
DWG NO.  
156L3s101  
JOB NO.  
156L-003  
LAYOUT:  
ST09

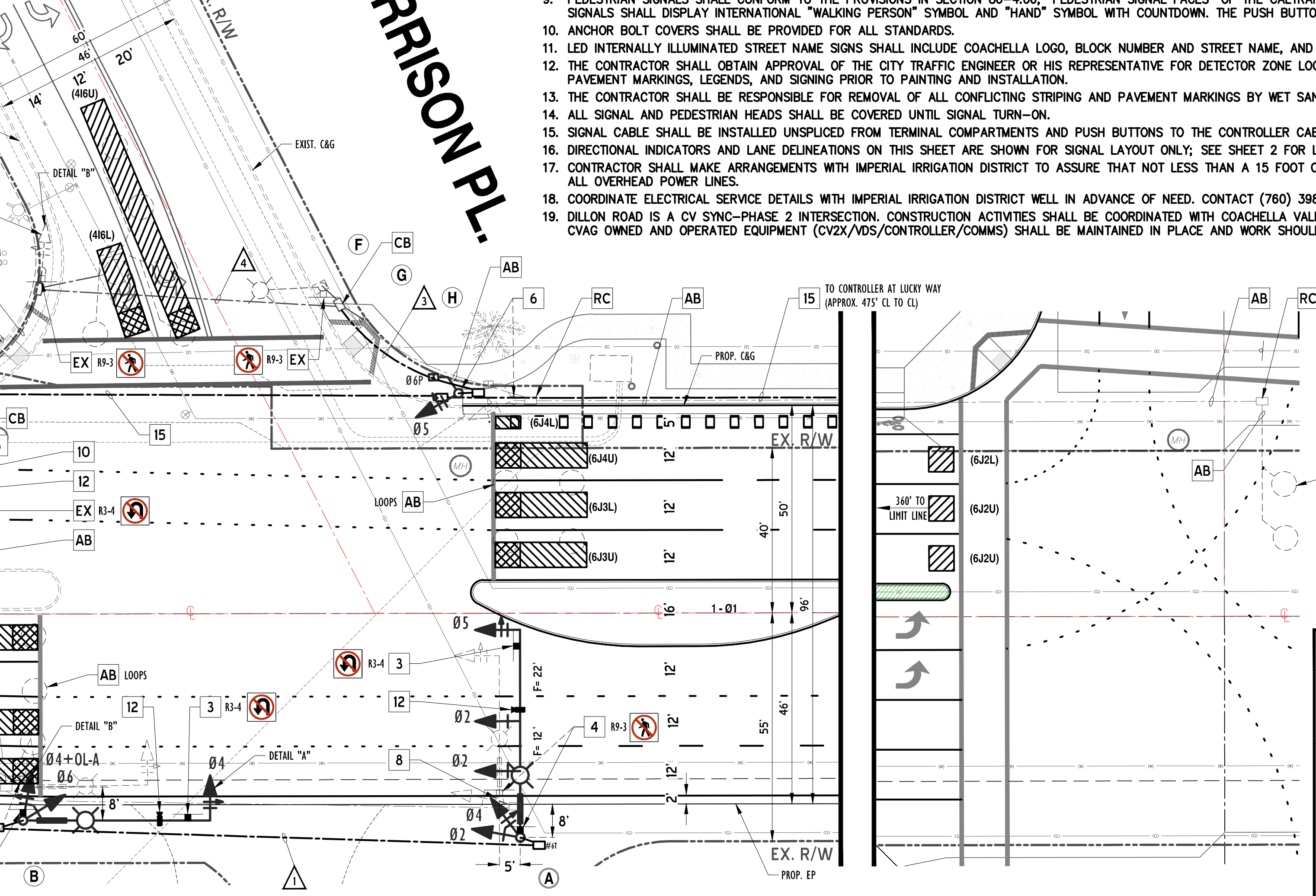
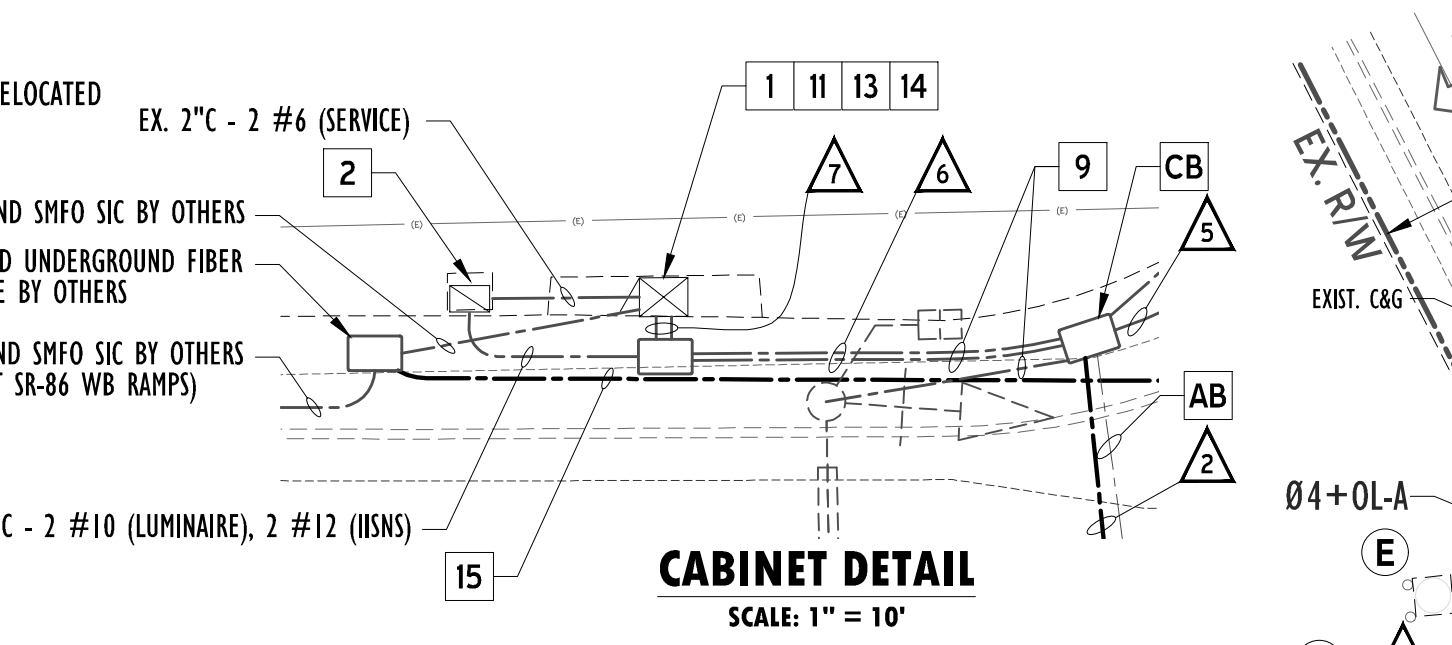
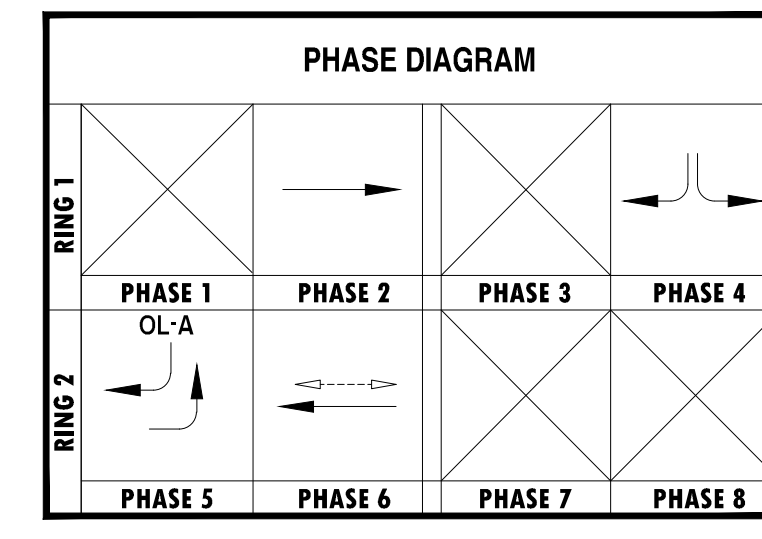


POLE SCHEDULE																
POLE DATA			LUMINAIRE			SIGNAL MOUNTING			PED. PUSH BUTTON		POLE LOCATION			I.I.S.N.S.	REMARKS	
NO.	TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	HPSV	VEHICLE	MAST ARM	PEDESTRIAN	PHASE	QUAD.	A	B	C			
A	29-5-100	30'	50'	15'	160W	SV-2-TA	3 MAS	-	-	-	ON PLAN	-	ON PLAN	HARRISON PL	F = 22', 12'	8
B	26-4-100	30'	45'	15'	160W	SV-2-TA	1 MAS	-	-	-	ON PLAN	-	ON PLAN	DILLON RD		7
C	19-3-100	17'	30'	15'	200W	SV-1-T	2 MAS	SP-1-T	-	-	-	6.5'	2.5'	HARRISON PL	F = 12'	
D	PPB POST	4.5'	-	-	-	-	-	-	6	5	19.5'	-	7.5'			
E	1-A	10'	-	-	-	TV-1-T	-	-	-	-	-	15'	5'			
F	15TS	30'	-	15'	200W	-	-	-	-	-	-	9'	2.5'			
G	PPB POST	4.5'	-	-	-	-	-	-	6	5	2'	-	7.5'			
H	1-A (R)	10' (R)	-	-	-	TV-1-T (R)	-	SP-1-T (R)	-	-	1'	-	3'			6

EXACT POLE LOCATIONS TO BE DETERMINED BY ENGINEER IN THE FIELD.  
 POT HOLE FOUNDATION LOCATIONS PRIOR TO ORDERING POLES.  
 EQUIPMENT IS EXISTING UNLESS SPECIFIED OTHERWISE; (N) = NEW, (R) = RELOCATED  
 ■ NEW LUMINAIRES SHALL BE L.E.D.  
 ● INSTALL NEW I.I.S.N.S. SEE CONSTRUCTION NOTE 8.

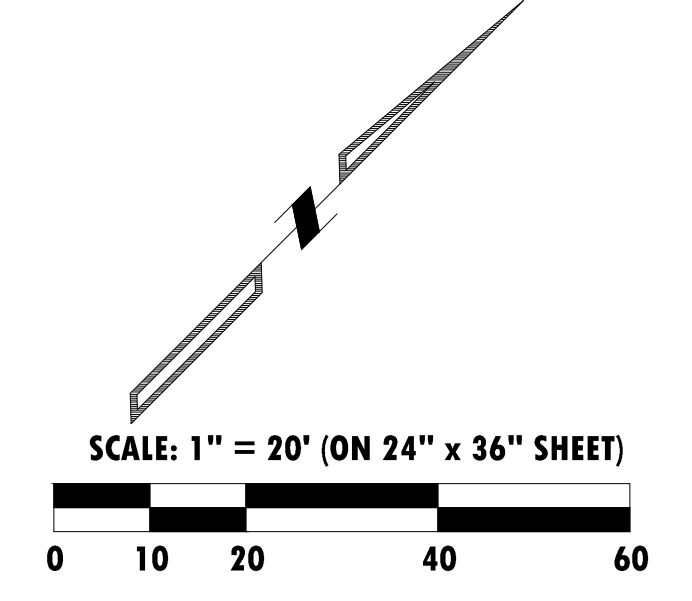
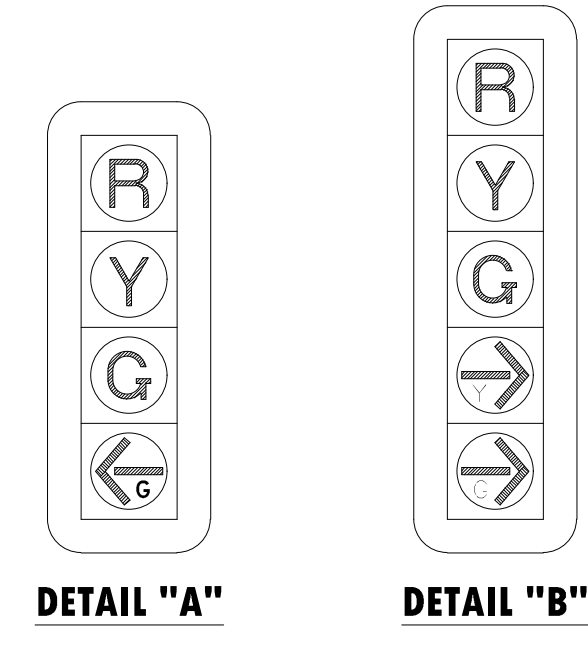


- TRAFFIC SIGNAL CONSTRUCTION NOTES:**
- UNLESS ALREADY COMPLETED AS PART OF CV SYNC PHASE 2 PROJECT, REMOVE AND SALVAGE EXISTING TRAFFIC CONTROLLER ASSEMBLY TO CITY YARD. FURNISH AND INSTALL TYPE 2070 ATC CONTROLLER ASSEMBLY PER APPROVAL OF CVAG AND LOCAL AGENCIES, APPROVED ATC FIRMWARE, AND CONFIGURE INTERSECTION FOR THE INTENDED OPERATION. CONFIGURE ATC CONTROLLER AND ATSPM'S ONTO TRAFFIC NETWORK COMPLETE. FURNISH AND INSTALL 12 PORT FIBER PATCH PANEL COMPLETE (RACK/SHELF MOUNT), CONNECT PATCH CABLES AND PROVIDE TWO-WAY DATA TRANSMISSION TO LOCAL TOC.
  - EXISTING 120/240 VOLT DUAL METER TYPE III-CF SERVICE EQUIPMENT ENCLOSURE WITH PROVISIONS FOR 2 TYPE V PEC, INCLUDING CONTACTOR AND TEST SWITCH. BREAKERS ON SIGNAL METER SIDE INCLUDE 100A-2P (MAIN), 50A-1P (SIGNAL), 15A-1P (ISNS), 15A-1P (ISNS CONTROL) AND 15A-1P (SPARE). BREAKERS ON LIGHTING METER SIDE INCLUDE 100A-2P (MAIN), 30A-1P (LIGHTING), 15A-1P (LIGHTING CONTROL) AND 15A-1P (SPARE). PROTECT IN PLACE.
  - FURNISH AND INSTALL SIGN ON SIGNAL MAST ARM PER CALTRANS STANDARD PLAN ES-7N, DETAIL "U".
  - REMOVE EXISTING SIGN AND INSTALL ON NEW SIGNAL STANDARD PER CALTRANS STANDARD PLAN RS-4.
  - UNCAP EXISTING TENON. FURNISH AND INSTALL NEW SIGNAL HEAD FOR PHASE 6.
  - RELOCATE EXISTING TYPE 1-A POLE (POLE H). REMOVE COMPLETE EXISTING FOUNDATION AND ADJACENT PULL BOX.
  - REMOVE AND SALVAGE EXISTING TYPE 19-3-100 SIGNAL POLE AND MAST ARM. REMOVE COMPLETE EXISTING FOUNDATION AND ADJACENT PULL BOX. REMOVE EXISTING ISNS AND INSTALL ON NEW POLE B MAST ARM.
  - REMOVE AND SALVAGE EXISTING TYPE 24-4-100 SIGNAL POLE AND MAST ARM. REMOVE COMPLETE EXISTING FOUNDATION AND ADJACENT PULL BOX. REMOVE AND SALVAGE EXISTING RSNs. FURNISH AND INSTALL A NEW ISNS AND MOUNT ON NEW POLE A MAST ARM.
  - UNLESS ALREADY COMPLETED AS PART OF CV SYNC PHASE 2 PROJECT, FURNISH AND INSTALL OUTDOOR RATED CATEGORY 6 DATA+POWER CABLE IN EXISTING CONDUIT FROM BLUETOOTH/WIFI ASSEMBLY TO CONTROLLER CABINET, NO SPLICES ALLOWED. SEE CONDUCTOR SCHEDULE.



- GENERAL TRAFFIC SIGNAL NOTES:**
- TRAFFIC SIGNAL AND LIGHTING SHALL CONFORM TO STATE OF CALIFORNIA STANDARD SPECIFICATIONS SECTION 86 AND STANDARD PLANS (LATEST EDITION); AND CITY OF COACHELLA STANDARD SPECIAL PROVISIONS, LATEST EDITION.
  - LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE. HAND DIG FOUNDATIONS UNTIL CLEAR OF OBSTRUCTIONS. PHONE UNDERGROUND SERVICE ALERT AT (800) 422-4233 PRIOR TO CONSTRUCTION. POT HOLE FOUNDATIONS FOR UTILITIES SHOWN OR NOT SHOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COST FOR SAME SHALL BE INCLUDED IN THE CONTRACT BID PRICE.
  - CONTRACTOR SHALL OBTAIN THE APPROVAL OF EXACT EQUIPMENT LOCATIONS PRIOR TO FINAL PLACEMENT.
  - CONTRACTOR SHALL PROVIDE ALL CABLING AND CONDUCTORS NECESSARY TO PERFORM ALL FUNCTIONS SHOWN ON THESE PLANS.
  - PROVIDE 4' MINIMUM CLEAR WIDTH IN SIDEWALK AROUND POLE FOR ADA ACCESS.
  - INSTALL PULL BOXES AT 200' MAXIMUM SPACING AND AT DRIVEWAY CURB RETURNS. ALL NEW PULL BOX COVERS SHALL BE CONCRETE UNLESS OTHERWISE SHOWN. PULL BOX COVERS SHALL BE MARKED WITH "TRAFFIC SIGNAL". ALL PULL BOXES SHALL BE NO. 6, WITH EXTENSION, AND CONDUIT 2" SCHEDULE 80 PVC EXCEPT AS SHOWN. INSTALL BELL RING TYPE BUSHINGS ON ALL PVC CONDUIT. INSTALL PULL BOXES PER CALTRANS STANDARD ES-7B. ANY PULL BOX COVERS WITH COMMUNICATIONS SHALL BE LABELED CONSISTENT WITH THE CVAG REGIONAL SPECIFICATION.
  - ALL NEW CONDUIT SHALL BE TYPE 3, SCHEDULE 80 PVC.
  - ALL SIGNAL HEADS SHALL BE 12" IN DIAMETER WITH LOUVERED BACKPLATES. ALL RED, GREEN, AND YELLOW AND PEDESTRIAN SIGNAL INDICATIONS SHALL BE TYPE 1 L.E.D. SECTIONS, WITH FULL CIRCLE VISORS. ALL BACKPLATES AND VISORS SHALL BE METAL.
  - PEDESTRIAN SIGNALS SHALL CONFORM TO THE PROVISIONS IN SECTION 86-4.06, "PEDESTRIAN SIGNAL FACES" OF THE CALTRANS STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS. ALL PEDESTRIAN SIGNALS SHALL DISPLAY INTERNATIONAL "WALKING PERSON" SYMBOL AND "HAND" SYMBOL WITH COUNTDOWN. THE PUSH BUTTONS SHALL BE TYPE B PUSH BUTTON PER STANDARD PLAN ES-5C.
  - ANCHOR BOLT COVERS SHALL BE PROVIDED FOR ALL STANDARDS.
  - LED INTERNALLY ILLUMINATED STREET NAME SIGNS SHALL INCLUDE COACHELLA LOGO, BLOCK NUMBER AND STREET NAME, AND SUBMITTED TO CITY ENGINEER FOR APPROVAL, PRIOR TO FABRICATION.
  - THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE CITY TRAFFIC ENGINEER OR HIS REPRESENTATIVE FOR DETECTOR ZONE LOCATIONS PRIOR TO SIGNAL OPERATION AND FOR THE LOCATIONS OF STRIPING, PAVEMENT MARKINGS, LEGENDS, AND SIGNING PRIOR TO PAINTING AND INSTALLATION.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS BY WET SANDBLASTING.
  - ALL SIGNAL AND PEDESTRIAN HEADS SHALL BE COVERED UNTIL SIGNAL TURN-ON.
  - SIGNAL CABLE SHALL BE INSTALLED UNSPLICED FROM TERMINAL COMPARTMENTS AND PUSH BUTTONS TO THE CONTROLLER CABINET.
  - DIRECTIONAL INDICATORS AND LANE DELINEATIONS ON THIS SHEET ARE SHOWN FOR SIGNAL LAYOUT ONLY; SEE SHEET 2 FOR LANE STRIPING, WIDTHS AND PAVEMENT MARKINGS.
  - CONTRACTOR SHALL MAKE ARRANGEMENTS WITH IMPERIAL IRRIGATION DISTRICT TO ASSURE THAT NOT LESS THAN A 15 FOOT CLEARANCE IS PROVIDED BETWEEN SIGNAL EQUIPMENT OR ELECTROLIERS, AND ALL OVERHEAD POWER LINES.
  - COORDINATE ELECTRICAL SERVICE DETAILS WITH IMPERIAL IRRIGATION DISTRICT WELL IN ADVANCE OF NEED. CONTACT (760) 398-5871.
  - DILLON ROAD IS A CV SYNC-PHASE 2 INTERSECTION. CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG) AND THROUGH THE RTMC. ALL CVAG OWNED AND OPERATED EQUIPMENT (CV2X/VDS/CONTROLLER/COMMS) SHALL BE MAINTAINED IN PLACE AND WORK SHOULD BE COORDINATED WITH CVAG.

**DILLON RD. (55 MPH)**



		CONDUCTOR SCHEDULE						
AWG SIZE OR CABLE TYPE	POLE OR CIRCUIT	(N)	(N)	(N)	EX.	EX.	EX.	EX.
		1	2	3	4	5	6	7
12 CONDUCTOR	POLE-A	2	2	-	-	-	2	2
	B	-	-	-	-	-	1	1
	C	-	-	-	-	-	1	1
	D	-	-	-	-	-	1	1
	E	-	-	-	-	-	1	1
	F	-	-	-	-	-	1	1
	G	-	-	-	-	-	1	1
	H	-	-	-	-	-	1	1
<b>CONDUCTOR TOTAL</b>		2	2	1	1	1	6	6
#12	I.I.S.N.S.	2	2	-	-	-	4	-
#10	LUMINAIRES	2	2	-	2	2	4	-
#8	GROUND	1	1	1	1	1	1	1
#6	GROUND	-	-	-	-	-	-	1
VIDEO (COAX)		1	2	-	-	-	3	3
3 #16	CAMERA POWER CABLE	1	2	-	-	-	3	3
CAT 6 (SEE CONST. NOTE 9)		-	-	-	-	-	1	1
<b>CONDUIT SIZE</b>		4"	4"	3"	3"	3"	2-3"	2-3"
<b>% FILLS</b>		7	11	5	7	11	19	18

ALL CABLES, CONDUCTORS, AND CONDUIT ARE EXISTING UNLESS NOTED OTHERWISE.  
 (N) = NEW, EX. = EXISTING

NOTE: THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.



DATE	BY	MARK	APPR. DATE
	ENGINEER		CITY
	DESIGNED BY	DRAWN BY	CHECKED BY



DESIGNED BY  
 CARLETON WATERS  
 R.C.E. No. 52916

DATE

**URBAN CROSSROADS**  
 www.urbanXroads.com  
 TELEPHONE: 949-660-1994



CITY OF COACHELLA

RECOMMENDED FOR APPROVAL:  
 Steven Nix  
 TKE ENGINEERING  
 01/09/24  
 DATE

APPROVED FOR CONSTRUCTION:  
 01/11/2024  
 DATE

ANDREW R. SIMMONS, R.C.E. NO. 72868

DESIGNED BY:  
 DG

DRAFTED BY:  
 DG

CHECKED BY:  
 CW

BENCHMARK:  
 SEE TITLE SHEET

In the City of Coachella

**Traffic Signal Modification Plan**  
 Dillon Road and Harrison Place

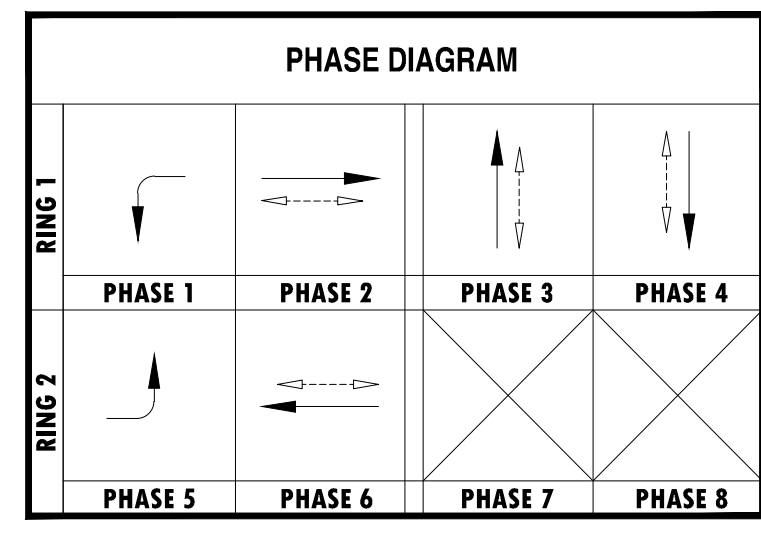
FOR 29 Palms Band of Mission Indians

SHEET NO. 10 OF 21 SHEETS.  
 DWG NO. 156L3s101  
 JOB NO. 156L-003  
 LAYOUT: 5101

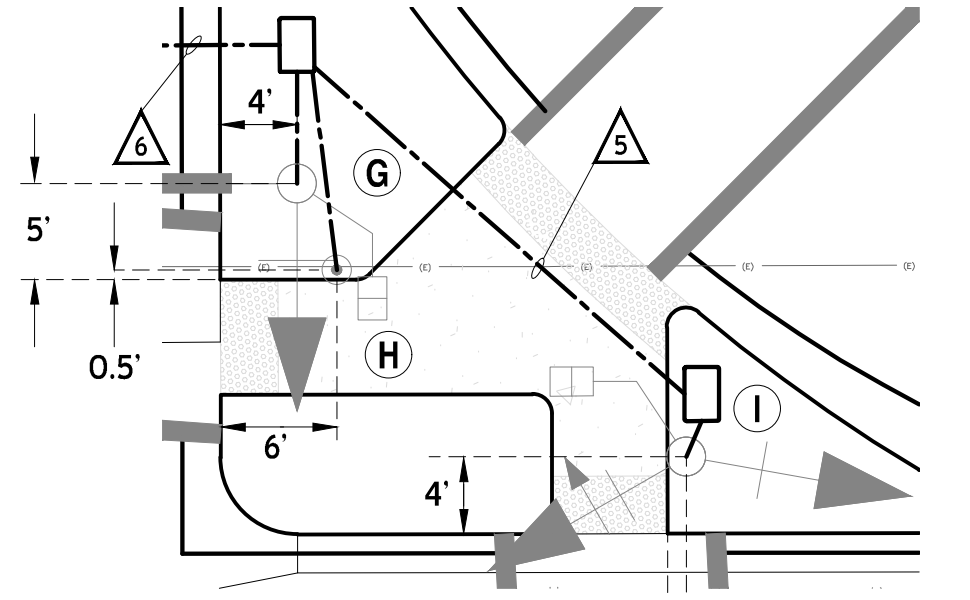
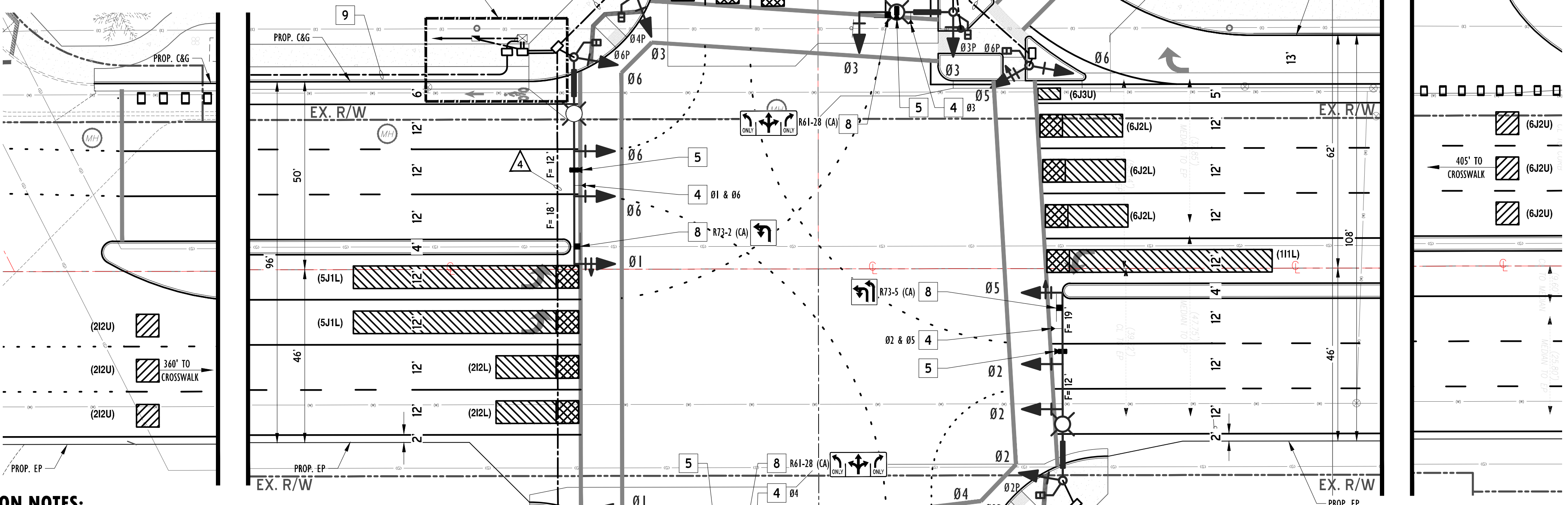
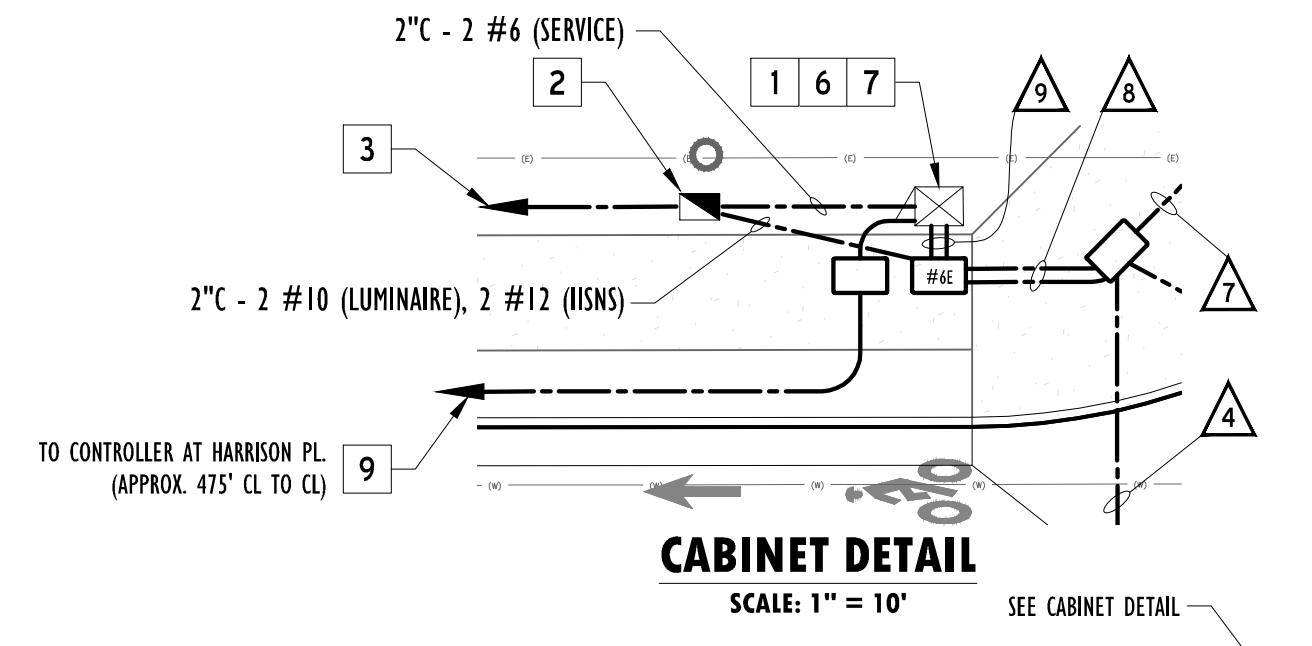
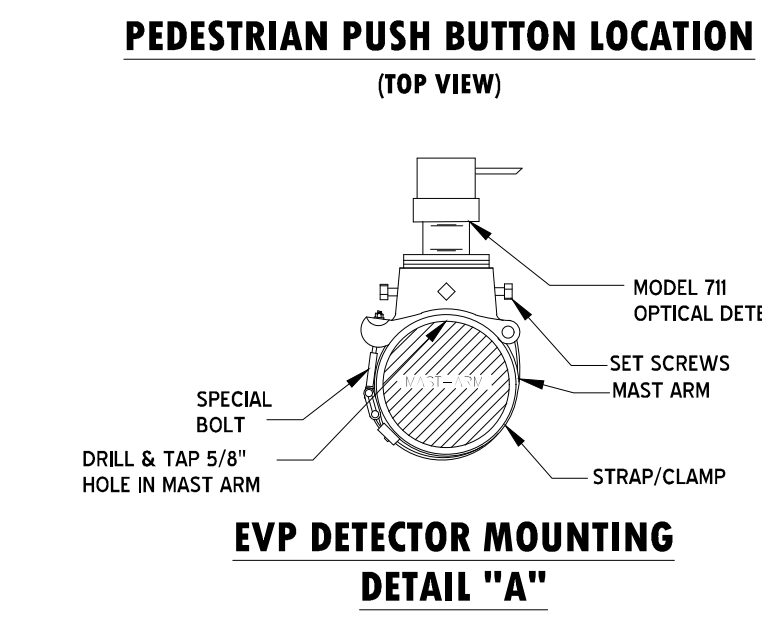
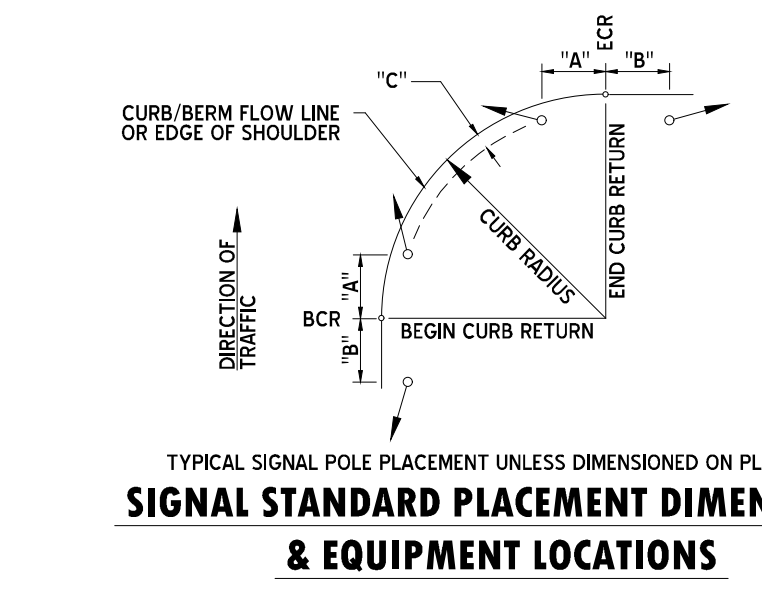


POLE SCHEDULE														
NO.	TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	L.E.D.	VEHICLE	MAST ARM	PEDESTRIAN	PHASE	QUAD.	A	B	C	REMARKS
A	29-5-100	30'	50'	15'	133W	SV-I-T	3 MAS	SP-I-T	3	S	12'	-	4'	LUCKY WAY F = 19', F = 12'
B	I-A	10'	-	-	-	TV-I-T	-	SP-I-T	2	W	10'	-	4'	-
C	24-4-100	30'	35'	15'	133W	SV-I-T	2 MAS	SP-I-T	2	W	12'	-	4'	DILLON ROAD F = 17'
D	I-A	10'	-	-	-	TV-2-T	-	SP-I-T	4	N	12'	-	4'	-
E	29-5-100	30'	55'	15'	133W	SV-I-T	3 MAS	SP-I-T	4	N	12'	-	4'	LUCKY WAY F = 18', F = 12'
F	I-A	10'	-	-	-	TV-2-T	-	SP-I-T	6	E	12'	-	4'	-
G	19-4-100	30'	25'	15'	133W	SV-I-T	1 MAS	SP-I-T	-	-	DETAIL #6	-	DETAIL #8	DILLON ROAD
H	PPB POST	4.5'	-	-	-	-	-	-	6	E	DETAIL #6	-	DETAIL #8	-
I	I-A	10'	-	-	-	TV-2-T	-	SP-I-T	3	S	DETAIL #6	-	DETAIL #8	-

EXACT POLE LOCATIONS TO BE DETERMINED BY ENGINEER IN THE FIELD. ALL EQUIPMENT SHALL BE NEW.  
\* POTHOLING REQUIRED PRIOR TO POLE ORDER



LUCKY WY.



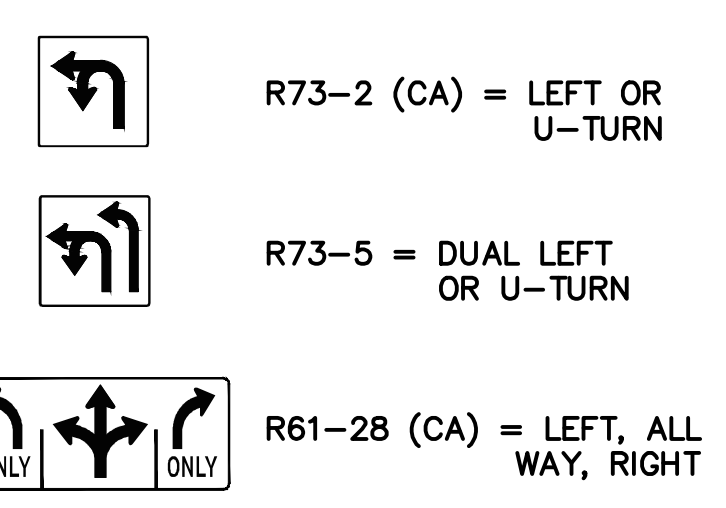
**GENERAL TRAFFIC SIGNAL NOTES:**

- TRAFFIC SIGNAL AND LIGHTING SHALL CONFORM TO STATE OF CALIFORNIA STANDARD SPECIFICATIONS SECTION 86 AND STANDARD PLANS (LATEST EDITION); AND CITY OF COACHELLA STANDARD SPECIAL PROVISIONS, LATEST EDITION.
- LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE. HAND DIG FOUNDATIONS UNTIL CLEAR OF OBSTRUCTIONS. PHONE UNDERGROUND SERVICE ALERT AT (800) 422-4233 PRIOR TO CONSTRUCTION. POTHOLING REQUIRED FOR UTILITIES SHOWN OR NOT SHOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COST FOR SAME SHALL BE INCLUDED IN THE CONTRACT BID PRICE.
- CONTRACTOR SHALL OBTAIN THE APPROVAL OF EXACT EQUIPMENT LOCATIONS PRIOR TO FINAL PLACEMENT.
- CONTRACTOR SHALL PROVIDE ALL CABLING AND CONDUCTORS NECESSARY TO PERFORM ALL FUNCTIONS SHOWN ON THESE PLANS.
- PROVIDE 4' MINIMUM CLEAR WIDTH IN SIDEWALK AROUND POLE FOR ADA ACCESS.
- INSTALL PULL BOXES AT 200' MAXIMUM SPACING AND AT DRIVEWAY CURB RETURNS. ALL NEW PULL BOX COVERS SHALL BE CONCRETE UNLESS OTHERWISE SHOWN. PULL BOX COVERS SHALL BE MARKED WITH "TRAFFIC SIGNAL". ALL PULL BOXES SHALL BE NO. 6, WITH EXTENSION, AND CONDUIT 2" SCHEDULE 80 PVC EXCEPT AS SHOWN. INSTALL BELL RING TYPE BUSHINGS ON ALL PVC CONDUIT. INSTALL PULL BOXES PER CALTRANS STANDARD ES-7B. ANY PULL BOX COVERS WITH COMMUNICATIONS SHALL BE LABELED CONSISTENT WITH THE CVAG REGIONAL SPECIFICATION.
- ALL NEW CONDUIT SHALL BE TYPE 3, SCHEDULE 80 PVC.
- ALL SIGNAL HEADS SHALL BE 12" IN DIAMETER WITH LOUVERED BACKPLATES. ALL RED, GREEN, AND YELLOW AND PEDESTRIAN SIGNAL INDICATIONS SHALL BE TYPE 1 L.E.D. SECTIONS, WITH FULL CIRCLE VISORS. ALL BACKPLATES AND VISORS SHALL BE METAL.
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- ANCHOR BOLT COVERS SHALL BE PROVIDED FOR ALL STANDARDS.
- LED INTERNALLY ILLUMINATED STREET NAME SIGNS SHALL INCLUDE COACHELLA LOGO, BLOCK NUMBER AND STREET NAME, AND SUBMITTED TO CITY ENGINEER FOR APPROVAL, PRIOR TO FABRICATION.
- THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE CITY TRAFFIC ENGINEER OR HIS REPRESENTATIVE FOR DETECTOR ZONE LOCATIONS PRIOR TO SIGNAL OPERATION AND FOR THE LOCATIONS OF STRIPING, PAVEMENT MARKINGS, LEGENDS, AND SIGNING PRIOR TO PAINTING AND INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS BY WET SANDBLASTING.
- ALL SIGNAL AND PEDESTRIAN HEADS SHALL BE COVERED UNTIL SIGNAL TURN-ON.
- SIGNAL CABLE SHALL BE INSTALLED UNSPLICED FROM TERMINAL COMPARTMENTS AND PUSH BUTTONS TO THE CONTROLLER CABINET.
- DIRECTIONAL INDICATORS AND LANE DELINEATIONS ON THIS SHEET ARE SHOWN FOR SIGNAL LAYOUT ONLY; SEE SHEET 2 FOR LANE STRIPING, WIDTHS AND PAVEMENT MARKINGS.
- CONTRACTOR SHALL MAKE ARRANGEMENTS WITH IMPERIAL IRRIGATION DISTRICT TO ASSURE THAT NOT LESS THAN A 15 FOOT CLEARANCE IS PROVIDED BETWEEN SIGNAL EQUIPMENT OR ELECTROLIERS, AND ALL OVERHEAD POWER LINES.
- COORDINATE ELECTRICAL SERVICE DETAILS WITH IMPERIAL IRRIGATION DISTRICT WELL IN ADVANCE OF NEED. CONTACT (760) 398-5871.
- COORDINATE WITH RTMC (CVAG) FOR SIGNAL TURN-ON AND INSPECTION.

**TRAFFIC SIGNAL CONSTRUCTION NOTES:**

- FURNISH AND INSTALL TYPE 333L CONTROLLER CABINET ON NEW FOUNDATION WITH TYPE 2070 ATC CONTROLLER ASSEMBLY PER APPROVAL OF CVAG AND CITY OF COACHELLA, APPROVED ATC FIRMWARE, AND CONFIGURE INTERSECTION FOR THE INTENDED OPERATION. CONFIGURE ATC CONTROLLER AND ATSPM'S ONTO TRAFFIC NETWORK COMPLETE. CONNECT PATCH CABLES AND PROVIDE TWO-WAY DATA TRANSMISSION TO LOCAL TOC. FURNISH AND INSTALL RACK-MOUNT MALFUNCTION MONITORING UNIT (MMU) WITH ETHERNET PORT. FURNISH AND INSTALL RACK-MOUNT VIDEO DETECTION SYSTEM (VDS) AND INPUT CARDS. INSTALL APEX PLATFORM, VDS MODULES, LED MONITOR AND PATCH CABLES COMPLETE. CONFIGURE VIDEO+DATA SOURCE FOR REMOTE MONITORING AT THE LOCAL TOC.
- FURNISH AND INSTALL 120/240 VOLT DUAL METER TYPE III-CF SERVICE EQUIPMENT ENCLOSURE, INCLUDING DUAL TYPE V PEC. CONTRACTOR SHALL FURNISH ALL HARDWARE, SOFTWARE, TEST SWITCH, AND THE FOLLOWING CIRCUIT BREAKERS: 100 AMP 240V 2-POLE (MAIN); 50 AMP 120V 1-POLE (SIGNAL); 15 AMP 120V 1-POLE (ISNS CONTROL); 15 AMP 120V 1-POLE (VIDEO DETECTION) ON TC-1 METER; 15 AMP 120V 1-POLE (LIGHTING CONTROL); 30 AMP 120V 1-POLE (SIGNAL CIRCUITS) ON LS-3 METER. SIGNAL CIRCUITS SHALL BE 120V METERED; AND SAFETY LIGHTING CIRCUITS SHALL BE 120V UNMETERED.
- FURNISH AND INSTALL 3" CONDUIT WITH PULL-ROPE FROM SERVICE CABINET TO SERVICE POINT. AT LEAST 2 WEEKS ADVANCE NOTICE SHALL BE GIVEN TO IMPERIAL IRRIGATION DISTRICT.
- FURNISH AND INSTALL GTT OPTICOM MODEL 711 EMERGENCY VEHICLE DETECTOR (EVP) SYSTEM OR APPROVED EQUAL. THE SYSTEM SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND CALTRANS STANDARD PLAN ES-4E. INSTALL DETECTOR ASSEMBLY ON SIGNAL HEAD MAST ARM AT LOCATIONS SHOWN ON PLANS BY > SYMBOL AND MOUNT PER DETAIL "A".
- FURNISH AND INSTALL ITRIS VANTAGE APEX VECTOR HYBRID VIDEO DETECTION CAMERA (RADAR/HI), CAMERA CABLE AND MOUNTING HARDWARE ON MAST ARM PER CALTRANS STANDARD PLAN ES-7R. DETECTION ZONES SHALL BE CONFIGURED TO DISCRIMINATE VEHICLE/BICYCLE DETECTION, TRAFFIC DATA COLLECTION AND ADVANCED DILEMMA ZONE DETECTION. EXACT LOCATION OF DETECTION ZONES SHALL BE MADE BY THE ENGINEER IN THE FIELD. FURNISH AND INSTALL YUNEX CV2X UNIT AND CCTV CAMERA PER CVAG STANDARD TO ALLOW FOR MONITORING AND MANAGEMENT OF SPECIAL EVENTS WITHIN THE TRAFFIC SIGNAL NETWORK.
- FURNISH AND INSTALL HIRSCHMANN BOBCAT HARDENED MANAGED ETHERNET EDGE SWITCH, SFP MODULES, POWER SUPPLY AND PATCH CORDS COMPLETE. FURNISH AND INSTALL 6 OUTLET POWER SUPPLY AND 1U RACK SHELF/DIN RAIL FOR NEW COMMUNICATION EQUIPMENT. SIGNAL SHALL BE NETWORKED WITH THE COACHELLA TOC AND THE RTMC AS WELL AS INTEGRATED WITH THE ATMS AND VARIOUS REGIONAL SYSTEMS.
- FURNISH AND INSTALL BATTERY BACK-UP SYSTEM (BBS) AND BATTERIES ON EXTERNAL SIDE-MOUNT CABINET. BBS SYSTEM SHALL BE CONFIGURED TO RUN ON RESERVE POWER FOR TWO-HOURS CONTINUOUS OPERATION.

**SIGN LEGEND:**



CONDUCTOR SCHEDULE										
AWG SIZE OR CABLE TYPE	POLE OR CIRCUIT	1	2	3	4	5	6	7	8	9
		12 CONDUCTOR	POLE- A							
	B									
	C									
	D									
	E									
	F									
	G									
	H									
	I									
3 CONDUCTOR TOTAL		1	2	3	4	1	2	3	8	8
#12	I.I.S.N.S.	2	2	2	2	-	2	2	2	-
#10	LUMINAIRES	2	2	2	2	-	2	2	2	-
#8	GROUND	1	1	1	1	1	1	1	1	1
VIDEO (COAX)		1	1	2	2	-	1	1	4	4
3 #16	CAMERA POWER CABLE	1	1	2	2	-	1	1	4	4
EVP CABLE		1	1	2	2	-	1	1	4	4
CONDUIT SIZE		3"	4"	3"	4"	3"	4"	3"	2 - 4"	2 - 4"
% FILLS		11	9	25	17	6	9	21	17	16

ALL CONDUIT, CABLES AND CONDUCTORS SHALL BE NEW.

NOTE: THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.



DATE	BY	MARK	REVISIONS	APPR. DATE
	ENGINEER			CITY
DESIGNED BY	DRAWN BY	CHECKED BY		



DESIGNED BY  
CARLETON WATERS  
R.C.E. No. 52916  
DATE

**URBAN CROSSROADS**  
www.urbanroads.com  
TELEPHONE: 949-660-1994



CITY OF COACHELLA  
RECOMMENDED FOR APPROVAL:  
Steven Nix  
TKE ENGINEERING  
DATE: 01/09/24

APPROVED FOR CONSTRUCTION:  
ANDREW R. SIMMONS, R.C.E. NO. 72868  
DATE: 01/11/2024

DESIGNED BY: DG  
DRAFTED BY: DG  
CHECKED BY: CW  
BENCHMARK: SEE TITLE SHEET

In the City of Coachella  
**Traffic Signal Plan**  
Dillon Road and Lucky Way  
FOR 29 Palms Band of Mission Indians

SHEET NO. 11 OF 21 SHTS.  
DWG NO. 156L3s101  
JOB NO. 156L-003  
LAYOUT: 5101



**STRIPING CONSTRUCTION NOTES:**

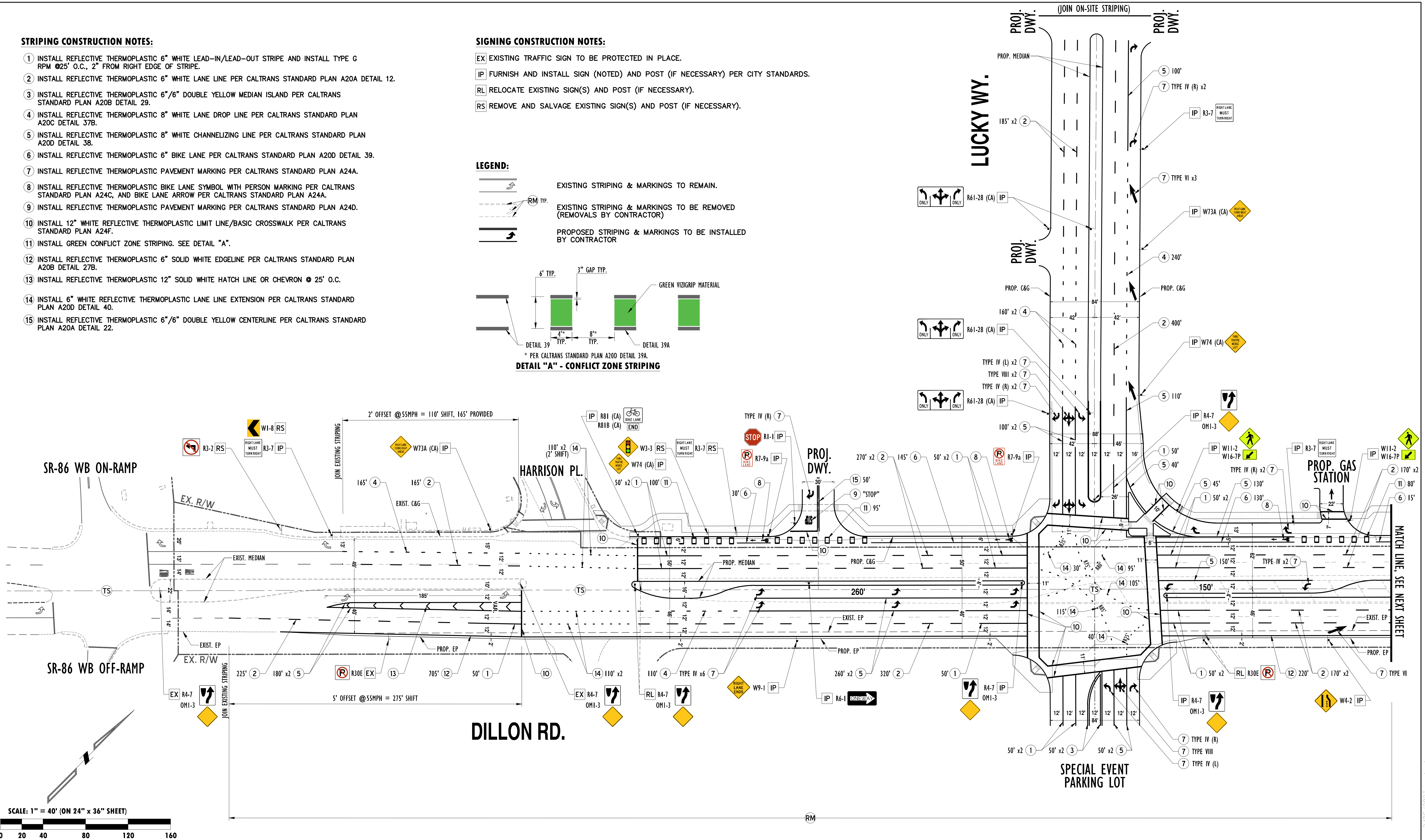
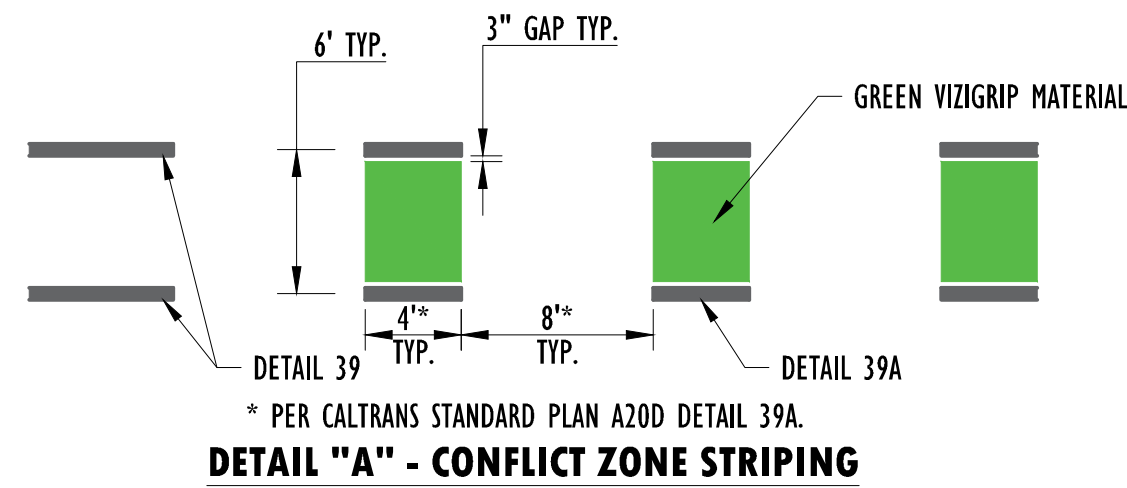
- 1 INSTALL REFLECTIVE THERMOPLASTIC 6" WHITE LEAD-IN/LEAD-OUT STRIPE AND INSTALL TYPE G RPM @25' O.C., 2" FROM RIGHT EDGE OF STRIPE.
- 2 INSTALL REFLECTIVE THERMOPLASTIC 6" WHITE LANE LINE PER CALTRANS STANDARD PLAN A20A DETAIL 12.
- 3 INSTALL REFLECTIVE THERMOPLASTIC 6"/6" DOUBLE YELLOW MEDIAN ISLAND PER CALTRANS STANDARD PLAN A20B DETAIL 29.
- 4 INSTALL REFLECTIVE THERMOPLASTIC 8" WHITE LANE DROP LINE PER CALTRANS STANDARD PLAN A20C DETAIL 37B.
- 5 INSTALL REFLECTIVE THERMOPLASTIC 8" WHITE CHANNELIZING LINE PER CALTRANS STANDARD PLAN A20D DETAIL 38.
- 6 INSTALL REFLECTIVE THERMOPLASTIC 6" BIKE LANE PER CALTRANS STANDARD PLAN A20D DETAIL 39.
- 7 INSTALL REFLECTIVE THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24A.
- 8 INSTALL REFLECTIVE THERMOPLASTIC BIKE LANE SYMBOL WITH PERSON MARKING PER CALTRANS STANDARD PLAN A24C, AND BIKE LANE ARROW PER CALTRANS STANDARD PLAN A24A.
- 9 INSTALL REFLECTIVE THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D.
- 10 INSTALL 12" WHITE REFLECTIVE THERMOPLASTIC LIMIT LINE/BASIC CROSSWALK PER CALTRANS STANDARD PLAN A24F.
- 11 INSTALL GREEN CONFLICT ZONE STRIPING. SEE DETAIL "A".
- 12 INSTALL REFLECTIVE THERMOPLASTIC 6" SOLID WHITE EDGELINE PER CALTRANS STANDARD PLAN A20B DETAIL 27B.
- 13 INSTALL REFLECTIVE THERMOPLASTIC 12" SOLID WHITE HATCH LINE OR CHEVRON @ 25' O.C.
- 14 INSTALL 6" WHITE REFLECTIVE THERMOPLASTIC LANE LINE EXTENSION PER CALTRANS STANDARD PLAN A20D DETAIL 40.
- 15 INSTALL REFLECTIVE THERMOPLASTIC 6"/6" DOUBLE YELLOW CENTERLINE PER CALTRANS STANDARD PLAN A20A DETAIL 22.

**SIGNING CONSTRUCTION NOTES:**

- EX EXISTING TRAFFIC SIGN TO BE PROTECTED IN PLACE.
- IP FURNISH AND INSTALL SIGN (NOTED) AND POST (IF NECESSARY) PER CITY STANDARDS.
- RL RELOCATE EXISTING SIGN(S) AND POST (IF NECESSARY).
- RS REMOVE AND SALVAGE EXISTING SIGN(S) AND POST (IF NECESSARY).

**LEGEND:**

- EXISTING STRIPING & MARKINGS TO REMAIN.
- EXISTING STRIPING & MARKINGS TO BE REMOVED (REMOVALS BY CONTRACTOR)
- PROPOSED STRIPING & MARKINGS TO BE INSTALLED BY CONTRACTOR



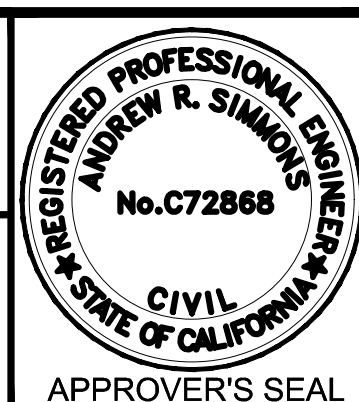
		DESIGNED BY		APPR. DATE	
DATE	BY	MARK	REVISIONS	CITY	
DESIGNED BY	DRAWN BY	CHECKED BY			



DESIGNED BY  
CARLETON WATERS  
R.C.E. No. 52916

DATE

**URBAN CROSSROADS**  
www.urbanXroads.com  
TELEPHONE: 949-660-1994



CITY OF COACHELLA

RECOMMENDED FOR APPROVAL:  
*Steven Nip*  
TKE ENGINEERING  
DATE: 01/09/24

APPROVED FOR CONSTRUCTION:  
ANDREW R. SIMMONS, R.C.E. NO. 72868  
DATE: 01/11/2024

DESIGNED BY: DG  
DRAFTED BY: DG  
CHECKED BY: CW  
BENCHMARK: SEE TITLE SHEET

In the City of Coachella

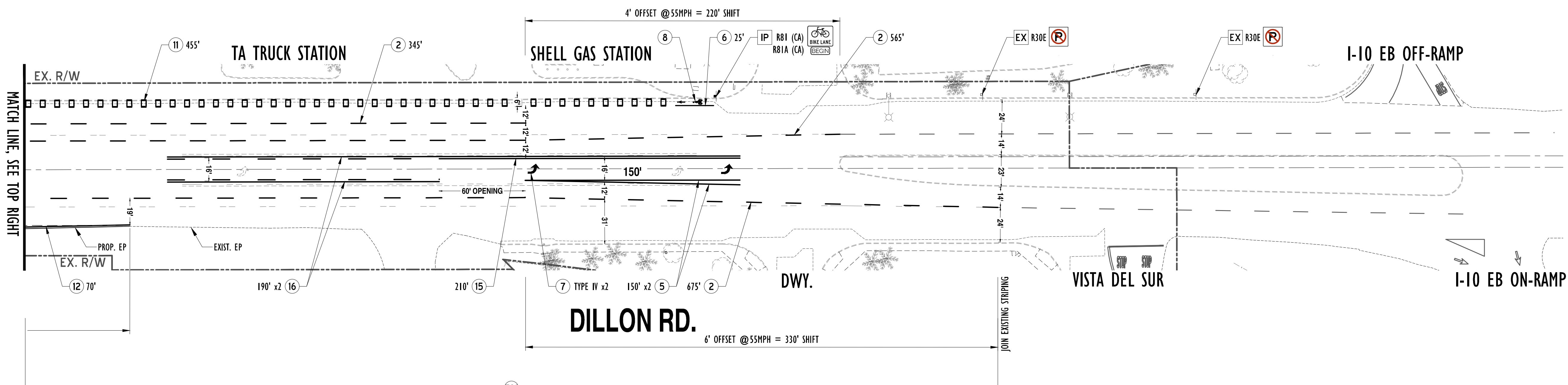
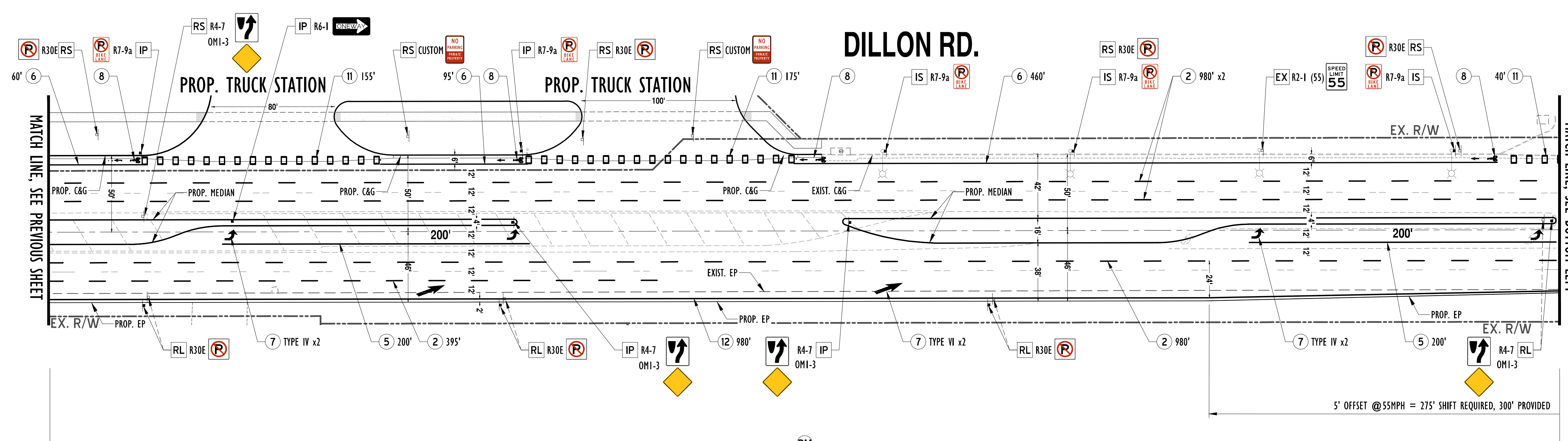
**Signing & Striping Plan**

Dillon Road - Interim Conditions  
(N/O SR-86 WB Ramps to N/O Lucky Way)

FOR 29 Palms Band of Mission Indians

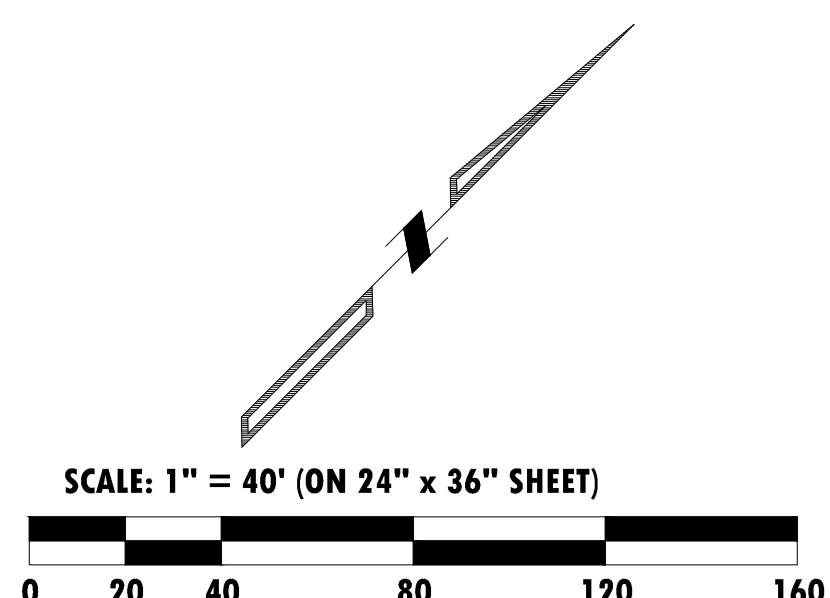
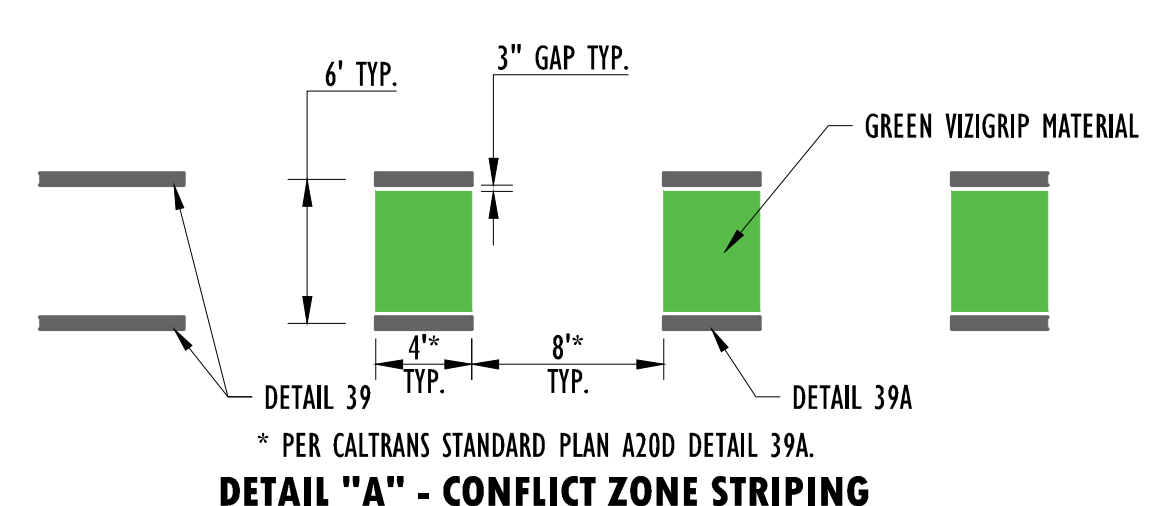
SHEET NO. 12 OF 21 SHTS.  
DWG NO. 156L3s101  
JOB NO. 156L-003  
LAYOUT: 5101



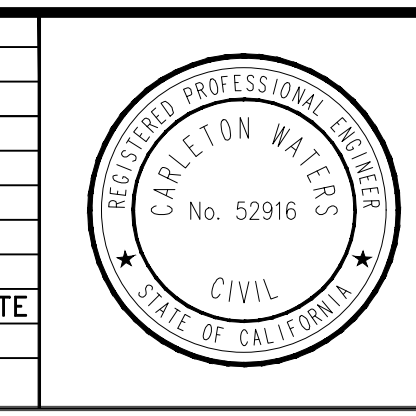


- STRIPING CONSTRUCTION NOTES:**
- ② INSTALL REFLECTIVE THERMOPLASTIC 6" WHITE LANE LINE PER CALTRANS STANDARD PLAN A20A DETAIL 12.
  - ⑤ INSTALL REFLECTIVE THERMOPLASTIC 8" WHITE CHANNELIZING LINE PER CALTRANS STANDARD PLAN A20D DETAIL 38.
  - ⑥ INSTALL REFLECTIVE THERMOPLASTIC 6" BIKE LANE PER CALTRANS STANDARD PLAN A20D DETAIL 39.
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  - ⑪ INSTALL GREEN CONFLICT ZONE STRIPING. SEE DETAIL "A".
  - ⑫ INSTALL REFLECTIVE THERMOPLASTIC 6" SOLID WHITE EDGE LINE PER CALTRANS STANDARD PLAN A20B DETAIL 27B.
  - ⑮ INSTALL REFLECTIVE THERMOPLASTIC 6"/6" DOUBLE YELLOW CENTERLINE PER CALTRANS STANDARD PLAN A20A DETAIL 22.
  - ⑯ INSTALL REFLECTIVE THERMOPLASTIC 6"/6" DOUBLE YELLOW TWO-WAY LEFT TURN LANE PER CALTRANS STANDARD PLAN A20B DETAIL 32.

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  - IP FURNISH AND INSTALL SIGN (NOTED) AND POST (IF NECESSARY) PER CITY STANDARDS.
  - IS FURNISH AND INSTALL SIGN (NOTED) ON STREET LIGHT POLE PER CITY STANDARDS.
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- LEGEND:**
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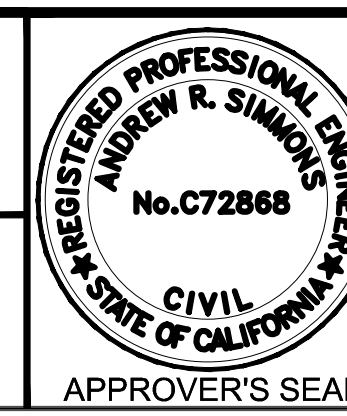
	DATE	BY	MARK	REVISIONS	APPR. DATE
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In the City of Coachella

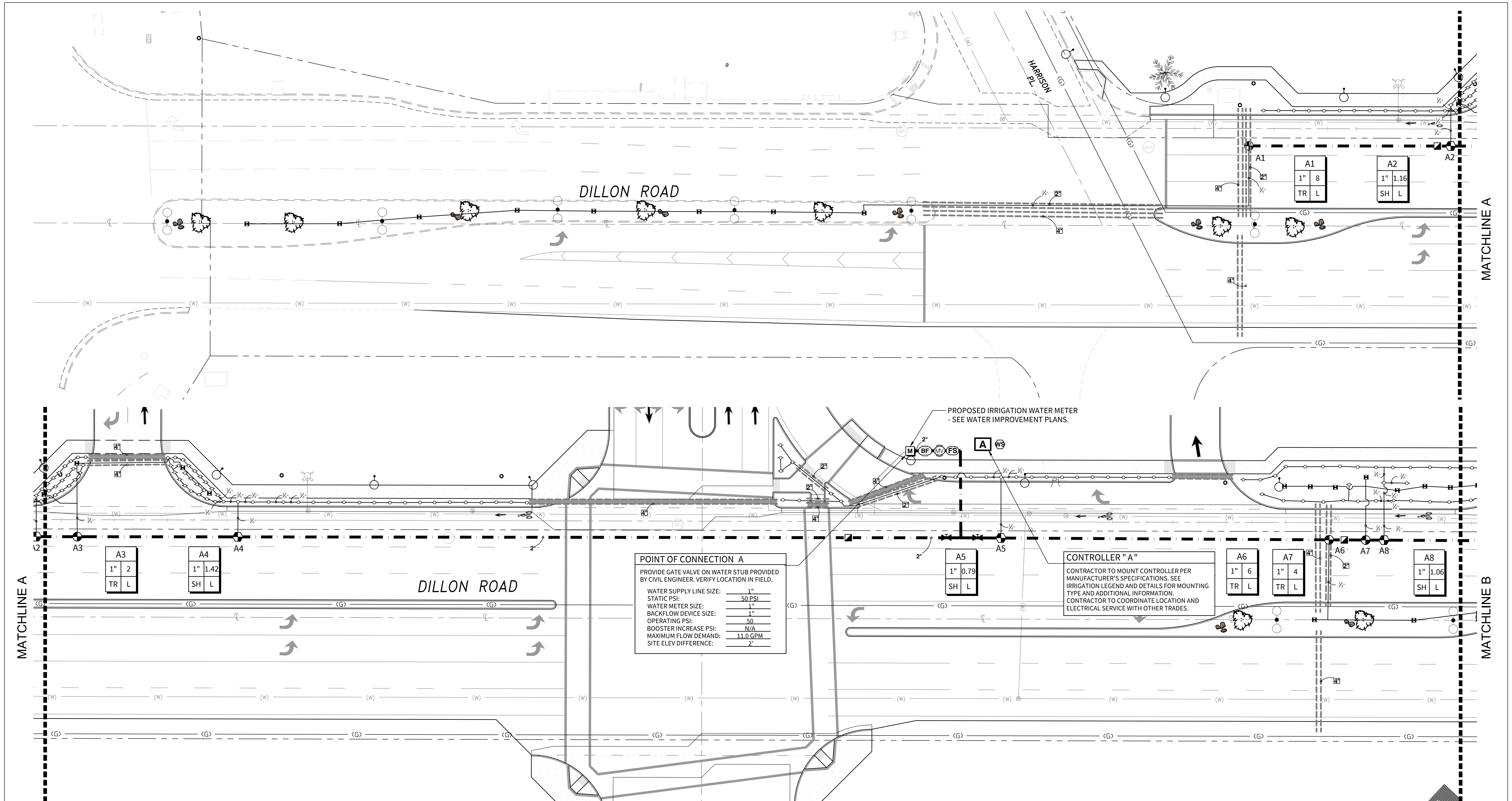
**Signing & Striping Plan**

Dillon Road - Interim Conditions  
(N/O Lucky Way to S/O I-10 EB Ramps)

FOR 29 Palms Band of Mission Indians

SHEET NO. 13 OF 21 SHTS.  
DWG NO. 156L3s101  
JOB NO. 156L-003  
LAYOUT: 5101





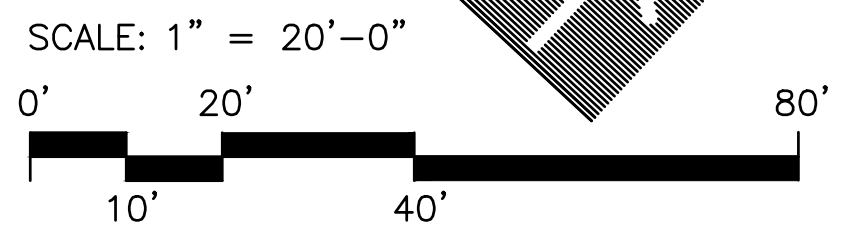
**POINT OF CONNECTION A**  
 PROVIDE GATE VALVE ON WATER STUB PROVIDED BY CIVIL ENGINEER. VERIFY LOCATION IN FIELD.

WATER SUPPLY LINE SIZE:	1"
STATIC PSI:	50 PSI
WATER METER SIZE:	1"
BACKFLOW DEVICE SIZE:	1"
OPERATING PSI:	50
BOOSTER INCREASE PSI:	N/A
MAXIMUM FLOW DEMAND:	11.0 GPM
SITE ELEV DIFFERENCE:	2'

**CONTROLLER "A"**  
 CONTRACTOR TO MOUNT CONTROLLER PER MANUFACTURER'S SPECIFICATIONS. SEE IRRIGATION LEGEND AND DETAILS FOR MOUNTING TYPE AND ADDITIONAL INFORMATION. CONTRACTOR TO COORDINATE LOCATION AND ELECTRICAL SERVICE WITH OTHER TRADES.

**IRRIGATION SYSTEM NOTE**  
 IRRIGATION SYSTEM AS SHOWN ON PLANS IS DIAGRAMMATIC ONLY FOR GRAPHIC CLARITY. ALL IRRIGATION EQUIPMENT, INCLUDING MAINLINE AND VALVES, SHALL BE PLACED IN PLANTER AREAS.

**WATER EFFICIENT LANDSCAPE ORDINANCE:**  
 "I have complied with the criteria of the Water Efficient Landscape Ordinance and applied such criteria for the efficient use of water in the irrigation design plan."  
 Applicant Signature: [Signature] License #: 4965 Date: 12.01.2023



7/7/18	S.B.	REVISED EARTHWORK QUANTITIES		
DATE	BY	MARK	REVISIONS	APPR. DATE
DESIGNED BY	DRAWN BY	CHECKED BY		CITY



**DESIGNED BY**  
 Kevin C. Leamy  
 Vice President  
 RLA 4965

12/13/2023  
 DATE

**FUHRMAN LEAMY LAND GROUP**  
 DESIGN • SERVICE • SOLUTIONS  
 2140 PROFESSIONAL DRIVE, SUITE 115 ROSEVILLE, CA 95661  
 (916) 783-5263 info@fllandgroup.com



**CITY OF COACHELLA**

RECOMMENDED FOR APPROVAL:  
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 TKE ENGINEERING  
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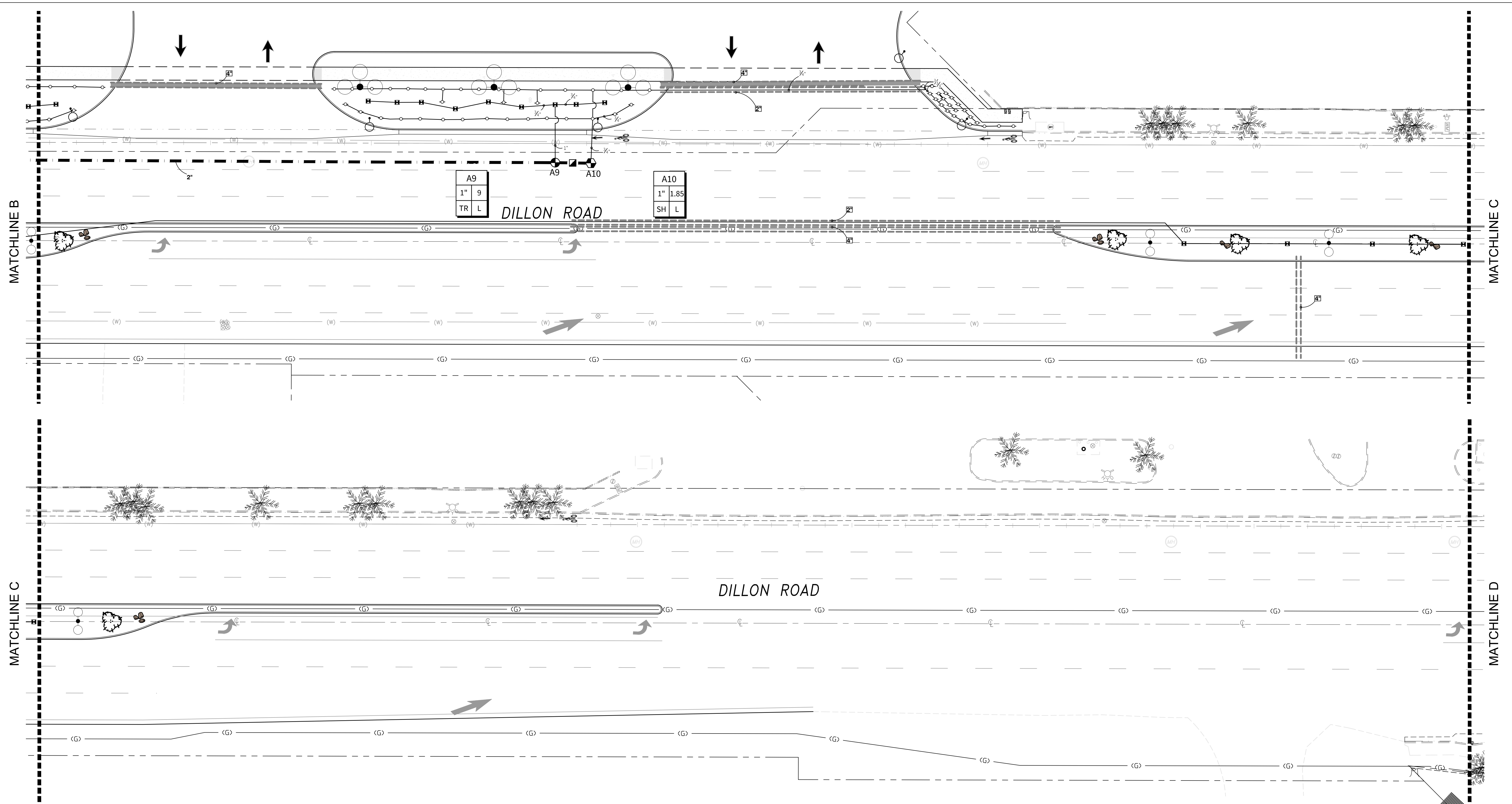
APPROVED FOR CONSTRUCTION:  
 Andrew Simmons  
 ANDREW R. SIMMONS, R.C.E. NO. 72868  
 DATE: 01/11/2024

DESIGNED BY: KCL  
 DRAFTED BY: KCL  
 CHECKED BY: KCL  
 BENCHMARK: SEE ABOVE

In the City of Coachella  
**Street Improvement Plan**  
 Portion of Dillon Road  
 Dillon Road, Coachella, CA. 92236  
 FOR 29 Palms Band of Mission Indians

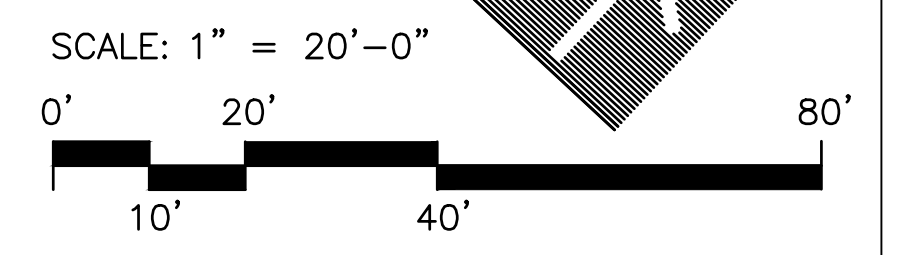
SHEET NO. 14  
 OF 22 SHTS.  
 DWG NO. LI-1.0  
 JOB NO. JVE:23037  
 LAYOUT: ST01



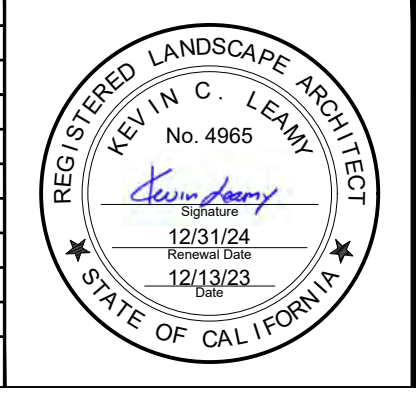


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 Vice President  
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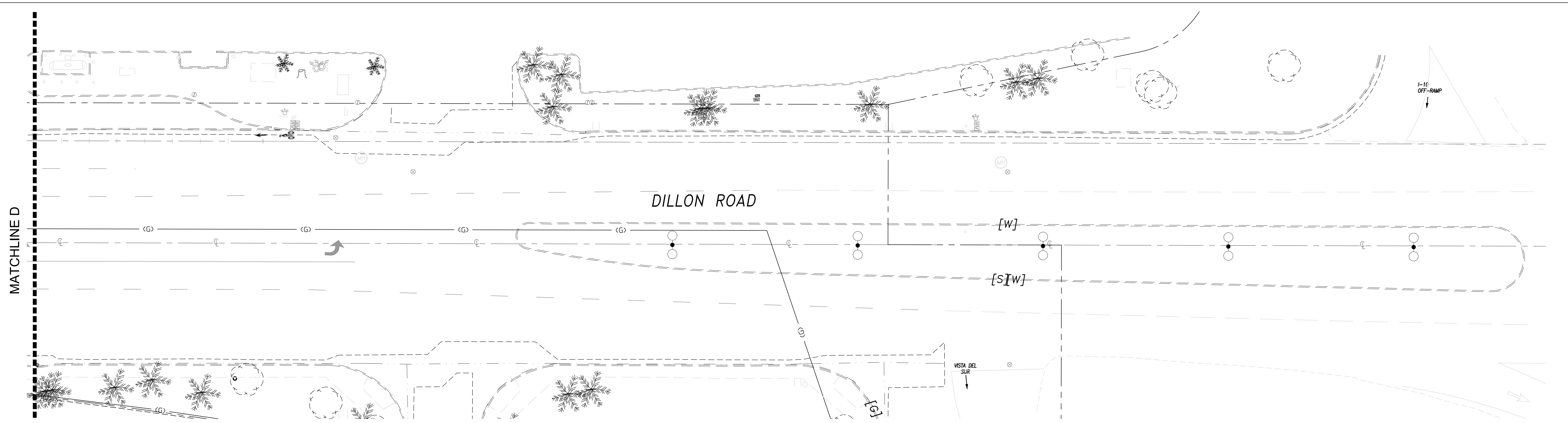
**CITY OF COACHELLA**  
 RECOMMENDED FOR APPROVAL:  
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 TKE ENGINEERING DATE  
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*Andrew Simmons* 01/11/2024  
 ANDREW R. SIMMONS, R.C.E. NO. 72868 DATE

DESIGNED BY: KCL  
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In the City of Coachella  
**Street Improvement Plan**  
 Portion of Dillon Road  
 Dillon Road, Coachella, CA. 92236  
 FOR 29 Palms Band of Mission Indians

SHEET NO. 15  
 OF 22 SHTS.  
 DWG NO. L-1.1  
 JOB NO. JVE:23037  
 LAYOUT: ST01

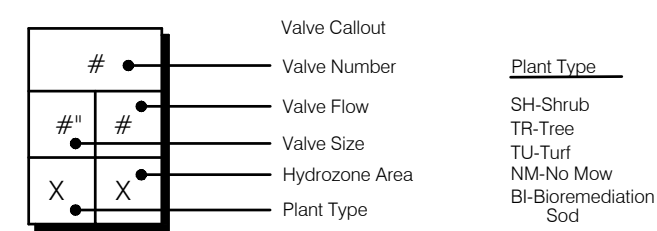




**IRRIGATION SCHEDULE**

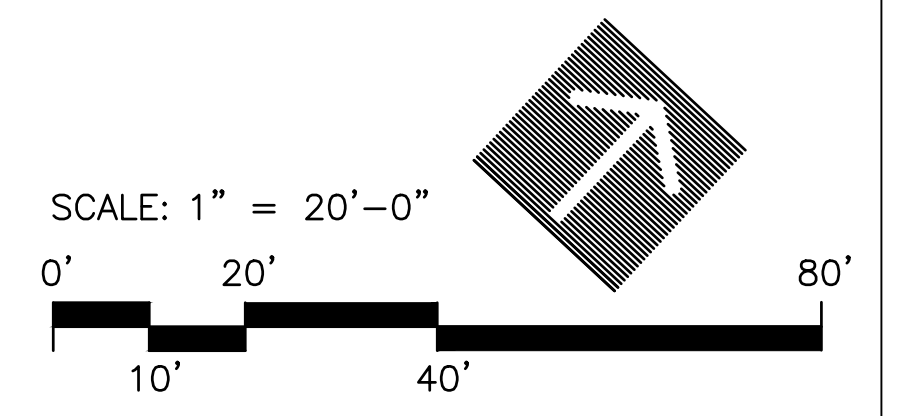
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
	HUNTER RZWS-36-CV 36IN. LONG RZWS WITH INSTALLED .25 GPM OR .50 GPM BUBBLER OPTIONS, CHECK VALVE, 1/2IN. SWING JOINT FOR CONNECTION TO 1/2IN. PIPE	25
	HUNTER HEB 1/2IN. FEMALE THREADED POINT SOURCE DRIP EMITTER. COLOR CODED EMITTERS FOR FLOW RATES OF 0.5-6.0 GPH. RECOMMENDED PRESSURE FROM 20 PSI - 50 PSI. INSTALL ON IH RISER (IH-RISER-18) WITH DIFFUSER CAP (HE-DIFF).	
	HUNTER ICV-G 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.	
	HUNTER ICV-G (DRIP) 1" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. FLOW RANGE: 0.1 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.	
	HUNTER HQ-44LRC QUICK COUPLER VALVE, YELLOW RUBBER LOCKING COVER, RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 2-PIECE BODY.	
	NIBCO T-113 CLASS 125 BRONZE GATE SHUT OFF VALVE WITH WHEEL HANDLE, SAME SIZE AS MAINLINE PIPE DIAMETER AT VALVE LOCATION. SIZE RANGE - 1/4" - 3"	
	BUCKNER-SUPERIOR 3100-PRS 2" NORMALLY OPEN BRASS MASTER VALVE THAT PROVIDES DIRTY WATER PROTECTION. AVAILABLE IN 3/4", 1", 1-1/4", 1-1/2", 2", 2-1/2", AND 3". PRESSURE REGULATION FEATURE.	
	BACKFLOW 1" REDUCED PRESSURE BACKFLOW PREVENTER - SEE CIVIL PLANS.	

	HUNTER IC-1200-PED-SS MODULAR CONTROLLER, 12 STATIONS, OUTDOOR MODEL, STAINLESS STEEL PEDESTAL. NO MODULE REQUIRED. COMMERCIAL USE.
	HUNTER WSS-SEN WIRELESS SOLAR, RAIN FREEZE SENSOR WITH OUTDOOR INTERFACE, CONNECTS TO HUNTER X-CORE AND ACC CONTROLLERS, INSTALL AS NOTED. INCLUDES GUTTER MOUNT BRACKET. MODULE NOT INCLUDED.
	CREATIVE SENSOR TECHNOLOGY FSI-T10-001 1" PVC TEE TYPE FLOW SENSOR W/SOCKET ENDS, CUSTOM MOUNTING TEE AND ULTRA-LIGHTWEIGHT IMPELLER ENHANCES LOW FLOW MEASUREMENT. 2 WIRE DIGITAL OUTPUT COMPATIBLE W/ALL IRRIGATION CONTROLLERS. FLOW RANGE: .86 GPM - 52 GPM.
	WATER METER 1"
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40
	IRRIGATION MAINLINE: PVC SCHEDULE 40
	PIPE SLEEVE: PVC SCHEDULE 40 LATERAL SLEEVE
	PIPE SLEEVE: PVC SCHEDULE 40 MAINLINE SLEEVE

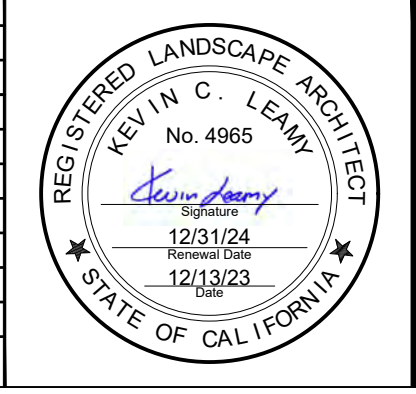


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**WATER EFFICIENT LANDSCAPE ORDINANCE:**  
"I have complied with the criteria of the Water Efficient  
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Applicant Signature: *Kevin C. Leamy* License #: 4965 Date: 12.01.2023



DATE	BY	MARK	REVISIONS	APPR.	DATE
7/7/18	S.B.		REVISED EARTHWORK QUANTITIES		



**DESIGNED BY**  
*Kevin C. Leamy*  
Kevin C. Leamy  
Vice President  
RLA 4965  
12/13/2023  
DATE



**CITY OF COACHELLA**  
**RECOMMENDED FOR APPROVAL:**  
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*Andrew Simmons*  
ANDREW R. SIMMONS, R.C.E. NO. 72868  
01/11/2024  
DATE

DESIGNED BY:  
KCL  
DRAFTED BY:  
KCL  
CHECKED BY:  
KCL  
BENCHMARK:  
SEE ABOVE

In the City of Coachella  
**Street Improvement Plan**  
Portion of Dillon Road  
Dillon Road, Coachella, CA. 92236  
FOR 29 Palms Band of Mission Indians  
SHEET NO. 16  
OF 22 SHTS.  
DWG NO. LI-1.2  
JOB NO. JVE:23037  
LAYOUT: ST01

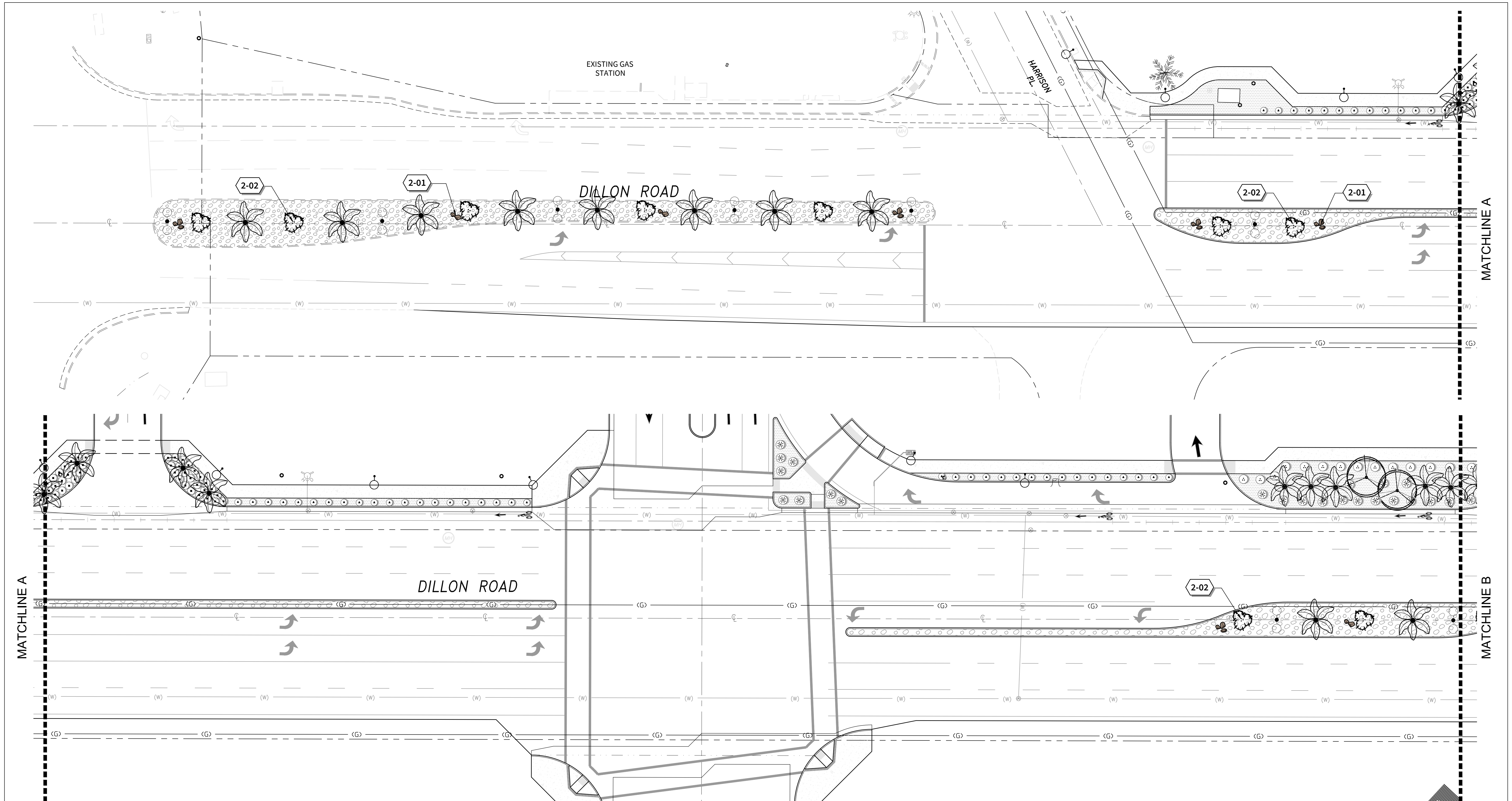






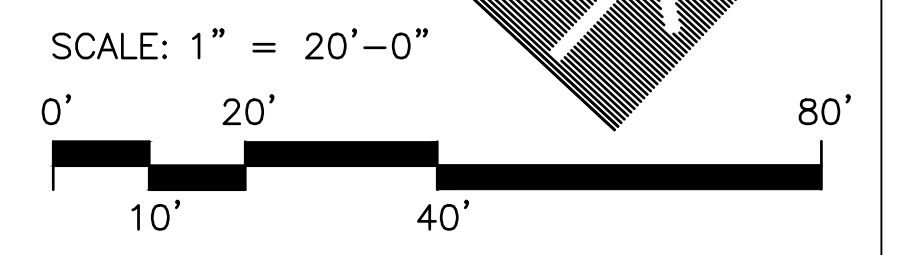




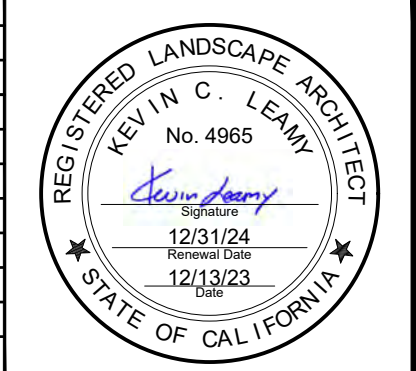


Know what's below.  
Call before you dig.

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DATE	BY	MARK	REVISIONS	APPR. DATE
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 Kevin C. Leamy  
 Vice President  
 RLA 4965  
 DATE: 12/13/2023

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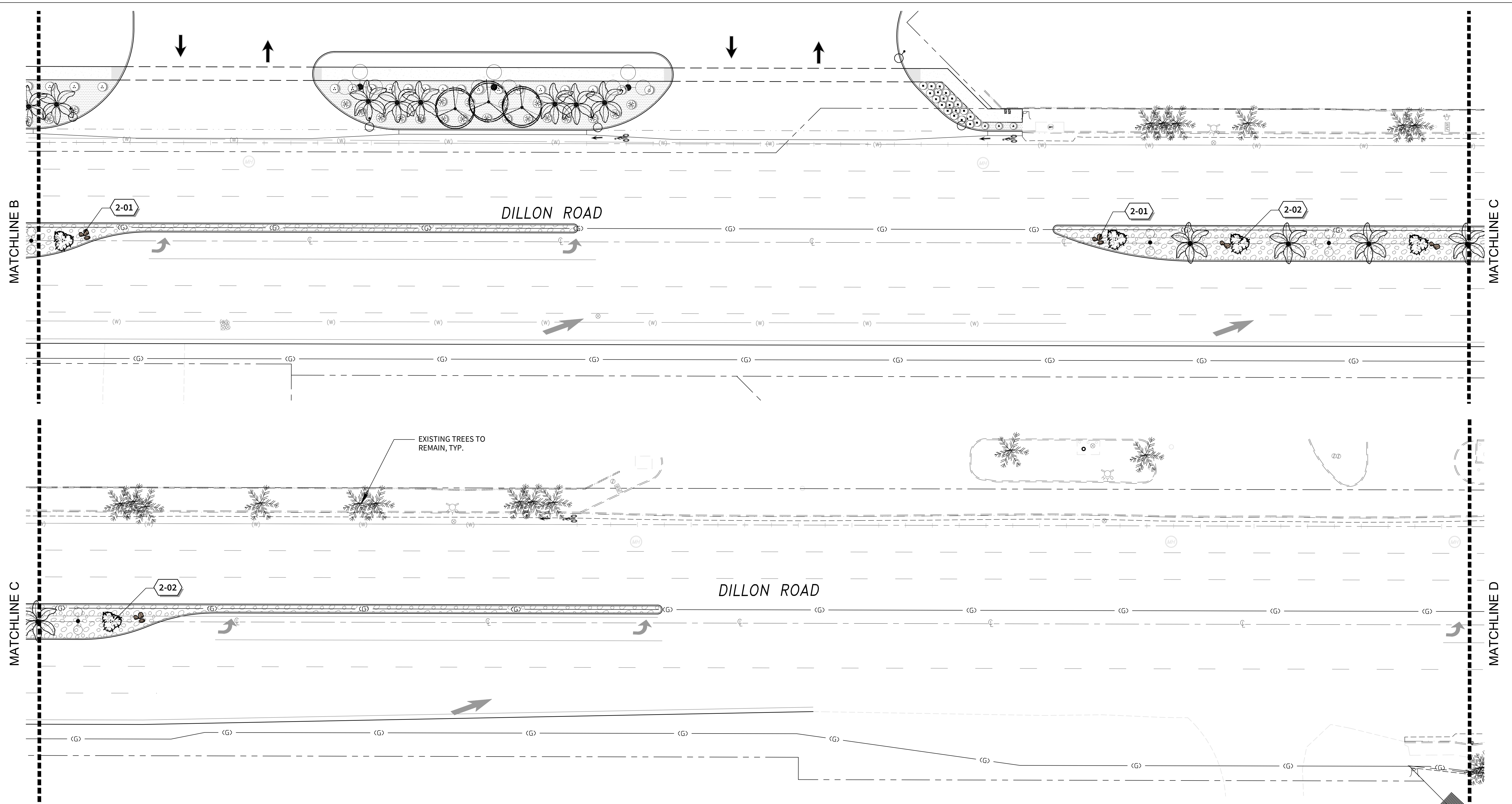
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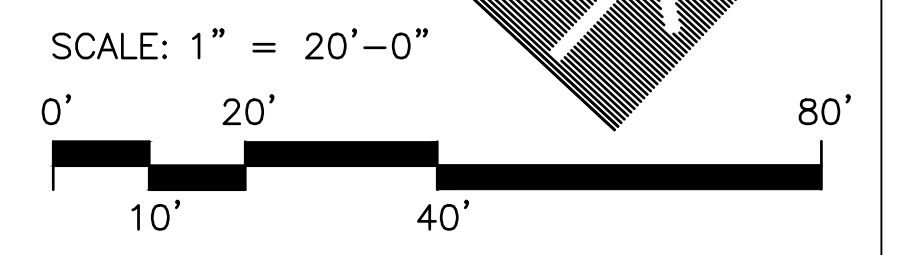
SHEET NO. 19  
 OF 22 SHTS.  
 DWG NO. LP-1.0  
 JOB NO. JVE:23037  
 LAYOUT: ST01



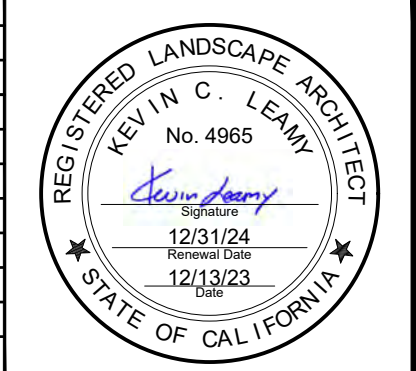


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**Street Improvement Plan**  
Portion of Dillon Road  
Dillon Road, Coachella, CA. 92236  
FOR 29 Palms Band of Mission Indians

SHEET NO. 20  
OF 22 SHTS.  
DWG NO. LP-1.1  
JOB NO. JVE:23037  
LAYOUT: ST01











**STAFF REPORT**  
**1/24/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez, Public Works Director

**SUBJECT:** Approve updating the days and times of the Community Field Use Program.

---

**STAFF RECOMMENDATION:**

Approve updating the days and times of the Community Field Use Program.

**EXECUTIVE SUMMARY:**

In 2011, facility user fees were adopted and implemented. Since 2011, lighted field use has required users to obtain a facility field use permit and pay the corresponding facility field use and field lighting rates. In response to Council requests community field use options were evaluated by staff. In 2017, City Council approved a Community Field Use Program be established for Fridays at all Bagdouma Park and Saturdays and Rancho Las Flores Park sports fields from dusk to 10pm.

In 2020, the Community Field Use Program was approved as follows:

- Bagdouma Park
  - o Mondays, Wednesdays, Fridays, Saturdays
- Rancho Las Flores Park
  - o Tuesdays, Wednesdays, Thursdays, Saturdays

In 2017 and 2020 when this program was established it was created to provide free field lighting to league and non-league teams; none of the established Community Field Use days resulted in conflicts to any field use by leagues. Currently, as there is no longer any field use fees required to reserve the fields and the MOU no longer sets aside field use days the current Community Field Use schedule is restricting league play for youth and adult games.

On November 20, 2023, at the request of both soccer leagues (CVSL and CYSAS) city staff meet with the community group members and leadership from both soccer leagues to discuss amendments to the existing Community Field Use Schedule. The primary concerns discussed during this meeting are listed below:



- Community Field Use Days were originally created when field use and lights were provided based on a fee; these were requested originally to provide practice days for the community without a fee. The use has now changed as no fees are charged to anyone for field or field light use.
- Currently, both leagues are reporting that travel teams (most of which charge youth for team entry) are reserving much of the available community field use days. Thus, the community field use days are not being used by the community as much as it is by organized travel teams that are also members of both soccer leagues.
- CVSL is reporting the current community field use days at RLF are not allowing them to schedule youth games as youth games need to be scheduled in the early evening and CVSL only has Mondays for those games (Tuesday, Wednesday and Thursday are Community days at RLF).

To resolve the above noted concerns discussed at the November 20, 2023 meeting, the represented parties identified the below amendments to the Community Field Use Program days:

1. Community days after 8:15pm field uses would revert to MOU use from 8:15pm-10:30pm at both RLF and Bagdouma.
2. At RLF Park Field 1 & 2 on Wednesdays be treated as MOU use (leaving RLF Field 3 on Wednesday still as a Community Use Field).
3. At Bagdouma Park Field 3 on Fridays be treated as MOU use.
4. Saturdays be removed as a community field use day at Rancho Las Flores Park to allow for youth league games.

Staff supports the above four edits identified to the Community Field Use Program and recommends these adjustments to the program. On January 16, 2024, the Parks and Recreation Commission also reviewed this recommendation and unanimously recommended these adjustments to the Community Field Use Program.

**FISCAL IMPACT:**

None.