



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

AGENDA

OF A REGULAR MEETING
OF THE

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

March 27, 2019

5:00 p.m.

6:00 p.m.

1. **CALL TO ORDER: — 5:00 P.M.**
2. **ROLL CALL:**
3. **PUBLIC COMMENTS (CLOSED SESSION ITEMS):**
4. **ADJOURN TO CLOSED SESSION:**
 - a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Better Neighborhoods, Inc. v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1901583
 - b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Citizens for Responsible Cannabis Development v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1900596
 - c. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Ramona Rita Morales, et al. v. City of Coachella, et al.
Superior Ct. of California, County of Riverside, Case No. RIC 1803060
 - d. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Desert Valleys Builders Association v. City Of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1900832
 - e. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)

City of Indio v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. PSC 1804374

5. **RECONVENE REGULAR MEETING:** — 6:00 P.M.

6. **PLEDGE OF ALLEGIANCE:**

7. **CLOSED SESSION ANNOUNCEMENTS:**

8. **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.”

9. **APPROVAL OF THE MINUTES:**

- a. Regular Meeting Minutes of March 13, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

10. **PROCLAMATIONS/PRESENTATIONS:**

- a. Recognition of 2019 Senior Inspiration Award Recipient Baudelio Sanchez
- b. Presentation on Regional Homelessness Efforts by Path of Life Ministries

11. **WRITTEN COMMUNICATIONS:**

12. **CONSENT CALENDAR:**

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

- a. Voucher Listings- Utility Billing Refunds/FY 2018-19 Expenditures as of March 27, 2019, \$1,302,164.54.
- b. Authorize award of professional services agreement to Powers Security Group Inc. for security guard services for city facilities, in the amount not to exceed \$75,000.
- c. Approve a Community Based Grant to Global Access Through Multi-Cultural Education in the Amount of \$1,000 to Purchase Art and Technology Materials for the Dual Language Immersion Program at Cesar Chavez Elementary School

- d. Approve execution of a maintenance agreement with West Coast Arborists, Inc. for the LLMD Tree Trimming Maintenance Project No. 030619B, in the not to exceed amount of \$300,000 for a two year term.
- e. Approve a Community Based Grant to Raices Cultura in the Amount of \$1,000.00 to Support its Video Production and Radio Broadcasting Training Programs
- f. Approve a Community Based Grant to the Dr. Reynaldo J. Carreon Foundation in the Amount of \$1,000.00 to Support the Higher Educational Pursuits of Underprivileged Students
- g. Approve cooperative agreement between the City of Coachella, Greater Coachella Valley Chamber of Commerce, Mexican Consulate and Telemundo for the 2019 Fiestas Patrias Event and authorize the Greater Coachella Valley Chamber of Commerce to manage a beer garden for the Fiestas Patrias Event.
- h. Request to waive the Library Facility Fee for Parenting Classes provided by the Latino Commission Counseling Center.
- i. Approve execution of a maintenance agreement with Vintage Landscape for Rancho Las Flores Project, in the not to exceed amount of \$136,620.00 for a two year term.
- j. Approve execution of a maintenance agreement with Vintage Landscape for City Parks and Office Maintenance Project, in the not to exceed amount of \$242,190.00 for a two year term.

13. NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- a. Ordinance No. 1137 An Ordinance of the City Council of the City of Coachella, California, Adding Chapter 2.26 to Title 2 and Amending Sections 2.28.040 and 2.32.010 of the Municipal Code Regarding Commission Requirements; Removing Non-Resident Appointee from Economic Development/Planning Sub-Committee (First Reading)
- b. Resolution No. 2019-15, a Resolution of the City Council of the City of Coachella, California Regarding Authorizing the Implementation of the Cannabis Social Equity Program and Adopt a Zero-Dollar Fee for Program Participants
- c. Authorize the City Manager to Execute Agreements with ChargePoint and Video Voice Data Communications for the Period of July 1, 2019 through June 30, 2022 for the Purchase, Installation, Networking, and Maintenance Warranty for Two (2) Electric Vehicle Charging Stations at City Hall and Library in a Total Amount Not to Exceed \$84,809 Plus a Contingency of \$5,000 for a Total Amount of \$89,809 Subject to Non-Substantive Changes Approved by the City Manager and City Attorney and Adopt Resolution No. 2019-16 Establishing a Fee Schedule for Electric Vehicle Charging Stations Throughout the City of Coachella
- d. Discussion and Potential Action to Oppose Assembly Bill 854 Which Amends the Imperial Irrigation District Governance Structure

- e. Construction Contract with Granite Construction Company in the amount of \$482,000 and an amount of \$48,000 for contingency for the construction of Green Bike Lane Project, Federal Project CML-5294 (010), City Project ST-84.

14. PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

15. 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 within the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.”

16. REPORTS AND REQUESTS:

- a. Council Comments/Report of Miscellaneous Committees.
- b. City Manager's Comments.

17. ADJOURNMENT:

ⁱ Any writing or documents pertaining to an **open session** item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection at the front counter of City Hall located at 1515 Sixth Street, Coachella, CA during normal business hours.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

ITEM 9.a.



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

MINUTES

OF A REGULAR MEETING
OF THE

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

March 13, 2019

5:00 p.m. Closed Session

6:00 p.m. Regular Meeting

1. CALL TO ORDER: — 5:00 P.M.

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:05 p.m. in the Council Chamber at City Hall by Mayor Hernandez.

2. ROLL CALL:

Present: Councilmember Bautista, Councilmember Gonzalez, Mayor Pro Tem Martinez (*arrived at 5:30 p.m. during Closed Session*), and Mayor Hernandez.

Absent: Councilmember Beaman Jacinto.

3. PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

4. ADJOURN TO CLOSED SESSION:

City Attorney Campos asked Council to convene into Closed Session at 5:06 p.m.

- a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Citizens for Responsible Cannabis Development v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1900596

- b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Desert Valleys Builders Association V. City Of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1900832

- c. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Ramona Rita Morales v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1803060

5. RECONVENE REGULAR MEETING: — 6:00 P.M.

The City Council reconvened into open session at 6:02 p.m.

6. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by City Manager Bill Pattison.

7. CLOSED SESSION ANNOUNCEMENTS:

City Attorney Campos stated that direction was given in Closed Session, but no reportable action was taken.

8. APPROVAL OF AGENDA:

There were no modifications to the agenda.

Motion: To approve the agenda as presented

Made by: Councilmember Bautista

Seconded by: Mayor Pro Tem Martinez

Approved: 4-0, by a unanimous voice vote.

9. APPROVAL OF THE MINUTES:

- a. Regular Meeting Minutes of February 27, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve minutes as presented.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Gonzalez

Approved: 4-0, by a unanimous voice vote.

Mayor Pro Tem Martinez left the meeting at 6:13 p.m.

10. PROCLAMATIONS/PRESENTATIONS:

- a. Mid-Year Budget Review

11. WRITTEN COMMUNICATIONS:

None.

12. CONSENT CALENDAR:

- a. Voucher Listings — Manual Checks/Utility Billing Refunds/FY 2018-19 Expenditures as of February 27, 2019, \$1,467,261.88.
- b. Ordinance No. 1134 approving a Development Agreement with Coachella Valley CRE, Inc. for the Desert Research Park 4 project consisting of a 126,000 square foot cannabis cultivation greenhouse development at 84-811 Avenue 48 (APN 603-232-023) (Second Reading).
- c. Glenroy Resort Development:
 - Ordinance No. 1135 approving Change of Change of Zone 18-12 to add the RC (Retail Cannabis) Overlay Zone on 20,000 square feet of developed land in the C-G (General Commercial) zone at 84-161 Avenue 48 (Second Reading).
 - Ordinance No. 1136 approving the Second Amendment to the Glenroy Resort Development Agreement to modify the list of approved entitlements to include a new 3,250 square foot retail cannabis microbusiness (Second Reading).
- d. Resolution No. 2019-08 Initiating the Preparation of the Engineer's Report and declaring Intention to Levy and Collect Assessments for Fiscal Year 2019/2020 for the City of Coachella Landscaping and Lighting Maintenance District Number 1 through 38.
- e. Approval of the execution of Agreement between the City of Coachella and Sunline Transit Agency concerning advertising installation and maintenance related to bus shelters.
- f. Investment Report - December 2018
- g. Approval of a Small Business Assistance Grant in the Amount of \$2,500 to Anthony Rojas to Help Defray Small Business Startup Costs
- h. Authorization for the City of Coachella to Contribute \$3,000 to the CVAG Homeless Committee Alan Seman Bus Pass Program
- i. Approval of Fire Services upgrades between the City of Coachella and the Riverside County Fire Department to include two additional Firefighter Personnel and Fire Engine Use Agreement

- j. Notice of Completions - All American Asphalt:
 - Active Transportation Program-Cycle 1, City Project No. ST-86, Federal Project ATPL-5294 (015); and
 - Safe Route to Schools-Cycle 3, City Project ST-66. Federal Project SRTSL -5294 (012).
- k. Approval of the operation of a Beer Garden for the Coachella Mariachi Festival on Saturday, March 30, 2019 from 1:00 p.m. - 9:00 p.m. at Veterans' Memorial Park.
- l. Authorization for the City Manager to Execute Agreement between the County of Riverside and the City of Coachella and authorized the payments on three consecutive fiscal years to the County for the amounts described in exhibit "C" of the agreement for Avenue 52 and Avenue 54 Street Roadway Improvements, City Project ST-116.
- m. Sub-Reimbursement Agreement by and between Coachella Valley Association of Governments, City of Coachella and Riverside County for the Avenue 48 Widening Project between Van Buren & Dillon Road

Motion: To approve per staff recommendation, Consent Calendar Items 12.a. through 12.m.

Made by: Councilmember Bautista
Seconded by: Councilmember Gonzalez
Approved: 3-0, by the following roll call vote:

AYES: Councilmember Bautista, Councilmember Gonzalez, and Mayor Hernandez
NOES: None.
ABSTAIN: None.
ABSENT: Mayor Pro Tem Martinez and Councilmember Beaman Jacinto.

13. NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- a. Review of attendance record and consideration to remove Mr. Damian Davila as Alternate Member of the Coachella Planning Commission.

Motion: To remove Damian Davila from the Planning Commission.

Made by: Mayor Hernandez
Seconded by: Councilmember Bautista
Approved: 3-0, by the following roll call vote:

AYES: Councilmember Bautista, Councilmember Gonzalez, and Mayor Hernandez
NOES: None.
ABSTAIN: None.
ABSENT: Mayor Pro Tem Martinez and Councilmember Beaman Jacinto.

14. PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

None.

15. PUBLIC COMMENTS (NON-AGENDA ITEMS):

a. Nick Mesa

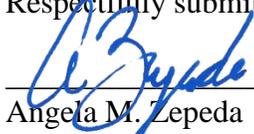
16. REPORTS AND REQUESTS:

- a. Council Comments/Report of Miscellaneous Committees.
- b. City Manager's Comments.

17. ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 7:18 p.m., followed by a motion from Councilmember Bautista and a second from Councilmember Gonzalez.

Respectfully submitted,



Angela M. Lapeda
City Clerk

ITEM 10.a.

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Mr. Baudelio Sánchez, age 81, was born in El Colomo de Mirandilla, Jalisco, México on March 21, 1938 and has been married for 54 years to Refugio Sánchez. Mr. Sánchez and his wife immigrated to the United States of America in 1976; and

WHEREAS, after having been married for 11 years they had their first daughter. Together, Baudelio and Refugio, have 4 daughters and 6 grandchildren; and

WHEREAS, they moved to the Coachella Valley in 1981 and have been living in the City of Coachella since 1987, where they purchased their first home and current residence; and

WHEREAS, Baudelio Sánchez was and continues to be a hardworking man, retiring at the age of 63, and has been enjoying his retirement volunteering at the Coachella Senior Center since 2009; and

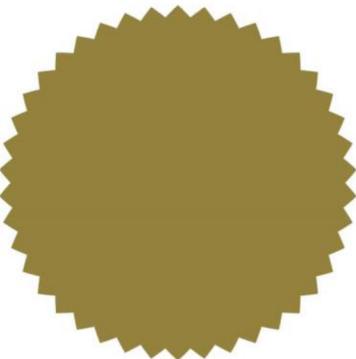
WHEREAS, as a young man he enjoyed playing soccer and is currently a big fan of the sport and watches it every day. He is a member of the Wii bowling team for the Coachella Senior Center and has been for several years now. He maintains himself physically active and walks an average of 4 miles a day.

NOW THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

Baudelio Sánchez

for the Senior Inspiration Award and urge all citizens of the City of Coachella to recognize his volunteer work.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 22nd day of March, 2019.



Steven A. Hernandez

Steven A. Hernandez, Mayor
City of Coachella, California

ITEM 12.a.

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
104561	3/13/2019	53172	ALL AMERICAN ASPHALT	Ref000202668	3/7/2019	UB Refund Cst #00049908	902.46	902.46
104562	3/13/2019	53161	BELTRAN, HERMILA	Ref000202656	3/7/2019	UB Refund Cst #00042548	39.46	39.46
104563	3/13/2019	53158	BURTON, RONALD L.	Ref000202652	3/7/2019	UB Refund Cst #00032279	71.31	71.31
104564	3/13/2019	53160	DA VALL, EVERETT	Ref000202654	3/7/2019	UB Refund Cst #00042114	53.90	53.90
104565	3/13/2019	53157	GONZALEZ, ELVIA	Ref000202651	3/7/2019	UB Refund Cst #00003666	99.48	99.48
104566	3/13/2019	53171	GONZALEZ, MARTHA	Ref000202667	3/7/2019	UB Refund Cst #00049895	52.85	52.85
104567	3/13/2019	53166	GONZALEZ, NARCISO	Ref000202662	3/7/2019	UB Refund Cst #00049418	1.43	1.43
104568	3/13/2019	53159	LOPEZZAPIEN, MARIO ALBER	Ref000202653	3/7/2019	UB Refund Cst #00037588	58.64	58.64
104569	3/13/2019	53162	MARTINEZ, BERNARDO	Ref000202657	3/7/2019	UB Refund Cst #00043605	92.99	92.99
104570	3/13/2019	52833	MIRANDA, MARIA	Ref000202655	3/7/2019	UB Refund Cst #00042514	30.00	30.00
104571	3/13/2019	53164	MIRANDA, MICHAEL	Ref000202660	3/7/2019	UB Refund Cst #00048865	57.89	57.89
104572	3/13/2019	53169	MORENO, CRISTINA	Ref000202665	3/7/2019	UB Refund Cst #00049773	54.78	54.78
104573	3/13/2019	53163	OKEEFE, KATHY	Ref000202659	3/7/2019	UB Refund Cst #00048656	96.03	96.03
104574	3/13/2019	53168	RODRIGUEZ, JESUS	Ref000202664	3/7/2019	UB Refund Cst #00049656	92.99	92.99
104575	3/13/2019	53165	SANCHEZ, ANETH	Ref000202661	3/7/2019	UB Refund Cst #00049227	60.64	60.64
104576	3/13/2019	53167	TRIMBLE, ANA	Ref000202663	3/7/2019	UB Refund Cst #00049594	48.23	48.23
104577	3/13/2019	53170	VILLAREAL, OSCAR	Ref000202666	3/7/2019	UB Refund Cst #00049819	81.19	81.19
104578	3/13/2019	52834	ZEPEDA, LUIS	Ref000202658	3/7/2019	UB Refund Cst #00044026	40.00	40.00
Sub total for WELLS FARGO BANK:							1,934.27	

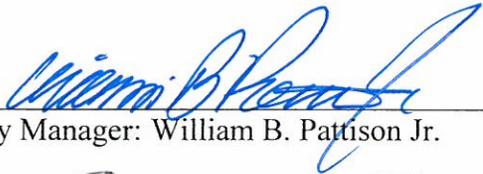
-15-

18 checks in this report.

Grand Total All Checks: 1,934.2

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Date: March 13, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

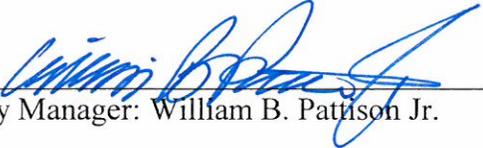
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
104579	3/27/2019	53181	BRECKENRIDGE PROPERTY	Ref000203155	3/14/2019	UB Refund Cst #00049931	62.20	62.20
104580	3/27/2019	53177	CRUZ, JULIA	Ref000203149	3/14/2019	UB Refund Cst #00040912	51.86	51.86
104581	3/27/2019	52937	LANDRESS, KENNETH	Ref000203151	3/14/2019	UB Refund Cst #00042105	140.25	140.25
104582	3/27/2019	53179	MENDIA, ROSEMARY	Ref000203153	3/14/2019	UB Refund Cst #00045225	74.97	74.97
104583	3/27/2019	53180	PRIME PROPERTIES	Ref000203154	3/14/2019	UB Refund Cst #00049478	96.89	96.89
104584	3/27/2019	52816	RUIZ, IRENE	Ref000203150	3/14/2019	UB Refund Cst #00042098	116.00	116.00
104585	3/27/2019	53178	VASQUEZ, ISMAEL	Ref000203152	3/14/2019	UB Refund Cst #00043772	28.63	28.63
Sub total for WELLS FARGO BANK:							570.80	

7 checks in this report.

Grand Total All Checks: 570.8

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Date: March 27, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104586	3/27/2019	02137	AGGREGATE PRODUCTS, INC46042	2/26/2019	ACCM-9.5MM (3/8") STATE CC	2,185.65	2,185.65
104587	3/27/2019	46835	AIR AND HOSE SOURCE, INC. 343896	3/5/2019	PRESSURE WASHER HOSE A	322.43	
			344645	3/13/2019	AIRLESS PAINT HOSE ASSEM	26.32	
			343880	3/5/2019	1/2" GNRL SVC A/W HOSE, ET	33.69	382.44
104588	3/27/2019	44502	ALDCO AIR CONDITIONING & 14026	3/5/2019	TRBLSHT A/C UNITS @ SANIT	635.00	635.00
104589	3/27/2019	51894	ALPHA MEDIA LLC 362135-1	12/30/2018	12/24-30 AD SPOT: GUN SAFE	500.00	500.00
104590	3/27/2019	53184	AMANDA & JOSE DENIZ Scholarship	3/12/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104591	3/27/2019	01436	AMERICAN FORENSIC NURSE71775	1/31/2019	JAN2019 BLOOD DRAW	55.00	55.00
104592	3/27/2019	02200	AMERICAN WATER WORKS Cert Rnwl-RH	2/26/2019	CERT RNWL- WTR QUALITY,	75.00	75.00
104593	3/27/2019	01661	ANAYA'S TOWING SERVICE 6051	2/13/2019	2/13 TOWING: VAN BUREN/HI	125.00	125.00
104594	3/27/2019	42837	ARAMARK UNIFORM SERVICEFEB2019	2/28/2019	PE2/28 UNIFORMS, MATS & G	2,215.64	
			FEB2019 CC	2/28/2019	PE2/28 MATS & MOPS	290.76	
			FEB2019 SAN	2/28/2019	PE2/28 UNIFORMS, MATS & G	659.00	
			001450508400	1/31/2019	PE1/31 UNIFORMS	10.57	
			DEC2018 GRFT	12/31/2018	PE12/31 UNIFORMS	49.93	
			FEB2019 GRFT	2/28/2019	PE2/28 UNIFORMS	42.28	3,268.18
104595	3/27/2019	42837	ARAMARK UNIFORM SERVICE21447660	2/16/2019	SS BLENDED TWILL SHIRTS '	180.35	180.35
104596	3/27/2019	42251	ARCOS, MARIA Ck 3/27/19	2/28/2019	VOUCHER 63, 2/10-18	298.83	298.83
104597	3/27/2019	50874	ASSISTANCE LEAGUE OF PALGrant	3/19/2019	FY18/19 COMMUNITY BASED	1,000.00	1,000.00
104598	3/27/2019	53185	BARAJAS, SUSAN Refund	3/12/2019	REFUND- MARIACHI FESTIVA	200.00	200.00
104599	3/27/2019	45929	BECK OIL, INC. 23144CL	2/28/2019	PE2/28 GRAFFITI DEPT FUEL	155.26	
			23092CL	2/28/2019	PE2/28 SANITARY DEPT FUEL	448.23	
			23101CL	2/28/2019	PE2/28 BLDG MAINT DEPT FL	134.20	
			23102CL	2/28/2019	PE2/28 ADMIN DEPT FUEL	109.52	
			349038	2/20/2019	DIESEL FUEL	362.80	
			23031CL	2/28/2019	PE2/28 ENG DEPT FUEL	129.75	
			23034CL	2/28/2019	PE2/28 LLMD DEPT FUEL	107.16	
			23038CL	2/28/2019	PE2/28 STREETS DEPT FUEL	594.18	
			23040CL	2/28/2019	PE2/28 WATER DEPT FUEL	299.13	
			23044CL	2/28/2019	PE2/28 PARKS DEPT FUEL	469.54	
			23068CL	2/28/2019	PE2/28 SENIOR CNTR FUEL	216.17	
			23079CL	2/28/2019	PE2/28 CODE ENF DEPT FUE	303.81	3,329.7

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104600	3/27/2019	43462	BEST BEST & KRIEGER, LLP	843365	2/28/2019	PE1/31, #80237.00844, CHROI	8,005.00
				843366	2/28/2019	PE1/31, #80237.00852, CESA	110.00
				843367	2/28/2019	PE1/31, #80237.00859, LAMB I	1,679.40
				843368	2/28/2019	PE1/31, #80237.00861, ADV C	12,606.96
				843369	2/28/2019	PE1/31, #80237.00862, CV CR	587.50
				843370	2/28/2019	PE1/31, #80237.03000, AV50 F	1,072.50
				843371	2/28/2019	PE1/31, #80237.03003, AV50 F	1,865.00
				843372	2/28/2019	PE1/31, #80237.03004, AV50 F	2,512.80
				843359	2/28/2019	PE1/31, #80237.00810, LABOF	785.00
				843360	2/28/2019	PE1/31, #80237.00819, CODE	885.00
				843361	2/28/2019	PE1/31, #80237.00820, ENVIR	4,072.50
				843362	2/28/2019	PE1/31, #80237.00833, TELE	1,541.90
				843363	2/28/2019	PE1/31, #80237.00836, VISTA I	2,710.80
				843364	2/28/2019	PE1/31, #80237.00840, CANN/	9,040.00
				843353	2/28/2019	PE1/31, #80237, GENERAL RE	30,806.04
				843354	2/28/2019	PE1/31, #80237.00231, G. THC	275.00
				843355	2/28/2019	PE1/31, #80237.00442, C. GAF	280.60
				843356	2/28/2019	PE1/31, #80237.00444, CITY C	8,169.45
				843358	2/28/2019	PE1/31, #80237.00446, RELIAE	2,337.50
							89,342.95
104601	3/27/2019	00836	BIO-TOX LABORATORIES	37338	2/12/2019	LAB SERVICES: 1/25	163.00
104602	3/27/2019	53175	BLACKBELT SPICES	Grant	2/13/2019	SMALL BUSINESS ASSISTANC	2,500.00
104603	3/27/2019	48224	BLACKBURN, BERLINDA	Trvl Exp 2/10-13	3/7/2019	TRVL EXP 2/10-13, P3S CONF	52.00
104604	3/27/2019	43862	BRENNTAG PACIFIC, INC	BPI921711	2/22/2019	SODIUM HYPOCHLORITE	1,749.12
				BPI921712	2/26/2019	SODIUM HYPOCHLORITE	2,136.03
				BPI291130	2/25/2019	2/22 DRUM RETURN	-480.00
				BPI291417	2/28/2019	2/26 DRUM RETURN	-280.00
							3,125.15
104605	3/27/2019	01109	BSN SPORTS INC.	904543408	2/25/2019	MAC WOOD FILLED IN GROU	1,106.48
104606	3/27/2019	02048	CDW GOVERNMENT, INC.	RGN6573	2/26/2019	OTTERBOX SYMETRY SURF/	91.15
				RGQ5940	2/26/2019	XEROX C400/C405 X-HI CAP	810.83
							901.98
104607	3/27/2019	53187	CHAIDEZ, XOCHIL	Scholarship	3/6/2019	2019 CYBSA SCHOLARSHIP-	55.00
104608	3/27/2019	02327	CINTAS CORPORATION #150	4017178650	2/25/2019	2/25 MAT MAINTENANCE	90.99
104609	3/27/2019	07950	CITY OF COACHELLA	Jan 2019-LLD's	1/31/2019	JAN2019 WATER- LLD'S	6,590.82
				Jan 2019	1/31/2019	JAN2019 WATER- ST, PARKS,	11,224.55
							17,815.37
104610	3/27/2019	50101	COACHELLA VALLEY HOUSIN	Grant	3/5/2019	FY18/19 COMMUNITY BASED	1,000.00
104611	3/27/2019	53176	COLLEGE OF THE DESERT F(Ad		3/14/2019	1/2 PG MEDIA GUIDE ADVERT	200.00
							200.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104612	3/27/2019	44959	COMPUTER CONSULTANTS, I28299	1/10/2019	SINGLE CPU SERVER	5,165.63	
			28436	1/24/2019	RACK RAILS FOR SERVER	206.63	
			28300	1/10/2019	MID RANGE HOST SERVER	9,923.44	
			28746	3/19/2019	WINDOWS SERVER 2019 CO	2,482.00	
			28642	3/9/2019	FEB-MAR2019 SVC CALLS	1,287.00	19,064.70
104613	3/27/2019	51441	CONTRERAS, ABEL 0000003	3/12/2019	3/30 MARIACHI FESTIVAL DJ	340.00	340.00
104614	3/27/2019	00214	CORONET CONCRETE PROD 1102660	2/13/2019	6.0 SACK EQ 60/40 FA	243.75	
			1102779	2/21/2019	6.0 SACK EQ 60/40 FA	243.75	487.50
104615	3/27/2019	11800	COUNTY OF RIVERSIDE ANIMAN0000001576	3/11/2019	FEB2019 ANML SHLTR+FIELD	19,943.70	
			AN0000001553	2/11/2019	JAN2019 ANML SHLTR+FIELD	19,114.50	39,058.20
104616	3/27/2019	53189	CUE MUSIC PRODUCTIONS & 1343	2/10/2019	3/30 MARIACHI FESTIVAL PEF	6,500.00	6,500.00
104617	3/27/2019	49858	CV PIPELINE CORP. S2019	3/4/2019	2/27+28, 3/1 PUMP OUT RETE	1,762.00	1,762.00
104618	3/27/2019	48603	CV STRATEGIES 4867	1/7/2019	DEC2018 PUBLIC RELATIONS	1,072.50	1,072.50
104619	3/27/2019	09650	CVAG CV 19124-19	3/7/2019	2ND QTR- FY18/19 (OT-DC) A	10,207.16	
			Grant	3/19/2019	FY18/19 GRANT FOR ALAN SI	3,000.00	13,207.16
-21- 104620	3/27/2019	02115	CWEA-TCP Reg 4/9-12	3/12/2019	REG 4/9-12, CWEA CONF: PS	395.00	395.00
104621	3/27/2019	02115	CWEA-TCP RH-3/31/19	2/4/2019	3/31 CERT RNWL CSM2+MBR	280.00	280.00
104622	3/27/2019	51758	CYSA SOCCER LEAGUE Grant	3/5/2019	FY18/19 COMMUNITY BASED	1,000.00	1,000.00
104623	3/27/2019	44718	DAMARA'S FLOWERS 3660	3/6/2019	FLORAL ARRANGEMENT: MR	81.56	
			3692	3/8/2019	FLORAL ARRANGEMENT: MR	75.00	156.56
104624	3/27/2019	52613	DE LEON, MARIBEL 1972	1/7/2019	3/30 BALLET FOLKLORICO @	300.00	300.00
104625	3/27/2019	12870	DEPARTMENT OF JUSTICE 361536	3/4/2019	FEB2019 FINGERPRINTS	98.00	
			363761	3/6/2019	FEB2019 BLOOD ALCOHOL AI	70.00	168.00
104626	3/27/2019	42761	DEPT OF ENVIRONMENTAL HIN0344141	2/7/2019	FAC #FA0016786, EHP 3/31, 8	1,632.00	1,632.00
104627	3/27/2019	01089	DESERT ELECTRIC SUPPLY S2613396.001	2/20/2019	DOTTIE CS100 CABLE SAW, I	36.32	
			S2614551.001	2/25/2019	SECURITY LID & CHRISTY NO	2,658.29	2,694.61
104628	3/27/2019	47952	DESERT LIVE SCAN 6212	3/1/2019	FEB2019 EMPLOYEE FINGER	50.00	50.00
104629	3/27/2019	42442	DIRECTV 35984091699	3/3/2019	MAR2019 BUSINESS XTRA P	188.22	188.22
104630	3/27/2019	49630	DORIS PEREZ INTERPRETING 102687	2/27/2019	2/27 INTERPRETING SVCS: C	450.00	
			102688	2/27/2019	2/27 INTERPRETING SVCS: C	450.00	
			102689	2/19/2019	2/19 LATE CANCELLATION FE	300.00	1,200.0

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104631	3/27/2019	14860	E. K. WOOD LUMBER COMPAN	477614	3/5/2019	CAP PVC & FLORAL SHOVEL	24.97
				477180	2/20/2019	QT STRP REMOVER, BRS BA	126.40
				477122	2/19/2019	PNK NYL MASON LINE, FLEX	23.03
				477580	3/5/2019	3/8-OD D/RF C/TUBING	10.63
				477583	3/5/2019	3/8" BRS CMP SLEEVE, COMF	66.33
				477185	2/20/2019	1" FPT BRS BALL VALVE	10.13
							261.49
104632	3/27/2019	14700	E. S. BABCOCK & SONS, INC.	BC90472-0076D	3/6/2019	1/24-2/19 SAMPLES FOR SAN	994.00
				BC90465-0076V	3/6/2019	12/17-2/19 LAB SAMPLES FOF	2,348.00
							3,342.00
104633	3/27/2019	50593	EAN SERVICES, LLC	20320622	2/28/2019	1/30-2/14 RNTLS: BLACKBURI	361.04
104634	3/27/2019	51944	EFAX CORPORATE	1208596	2/28/2019	FEB2019 FAX SERVICES	162.90
							162.90
104635	3/27/2019	49635	EISENHOWER MEDICAL CEN	Jan 2019	2/15/2019	AC #700000133, JAN2019 SVC	3,200.00
							3,200.00
104636	3/27/2019	44713	FARMER BROTHERS CO.	68850325	2/26/2019	COFFEE MED RST	52.82
				68936433	3/13/2019	COFFEE MED RST	183.32
				68909789	3/4/2019	CREAMER, COFFEE & CUPS	433.85
							669.99
-22- 104637	3/27/2019	50162	FASTENAL COMPANY	CAPAM65429	2/20/2019	SPLN COR BIT, NYLOCK NE &	253.55
104638	3/27/2019	15750	FEDEX	6-490-90295	3/15/2019	3/11 FEDEX	6.59
				6-469-10052	2/22/2019	2/14 FEDEX	55.94
							62.53
104639	3/27/2019	52145	FLORES, JESSE	00052	12/21/2018	3/30 MARIACHI FESTIVAL PEF	1,500.00
							1,500.00
104640	3/27/2019	02272	FRANKLIN TRUCK PARTS, INC	IN293857	2/28/2019	PS8014GM12- REMAN GEAR	1,530.76
							1,530.76
104641	3/27/2019	51604	FRONTIER	3982369-FB19	2/25/2019	760/398-2369, 2/25/19	69.36
				3983051-MA19	3/1/2019	760/398-3051, 3/1/19	64.26
							133.62
104642	3/27/2019	43672	FULTON DISTRIBUTING COM	F468403	3/6/2019	HANDLE DUST MOP, CLNR D	82.19
							82.19
104643	3/27/2019	51716	G&M HIRE ENTERPRISES LLC	068264	2/8/2019	PE2/3: M. BARROSO ARAUJO	897.73
				070733	3/8/2019	PE3/3: M. BARROSO ARAUJO	897.73
							1,795.46
104644	3/27/2019	47947	GALILEE CENTER	Grant	3/19/2019	FY18/19 COMMUNITY BASED	1,000.00
							1,000.00
104645	3/27/2019	51494	GARDA CL WEST, INC.	20361157	2/28/2019	2/26 EXCESS LIABILITY	197.50
							197.50
104646	3/27/2019	49100	GOLDMAN, RONALD A.	Feb2019	2/28/2019	FEB2019 SVCS: DESERT ROC	5,512.90
							5,512.90
104647	3/27/2019	53186	GOMEZ, MARISSA	Scholarship	2/28/2019	2019 CYBSA SCHOLARSHIP-	55.00
							55.00
104648	3/27/2019	53130	GONZALEZ, JOSEPHINE	Trvl Exp 1/30-2/1	2/14/2019	TRVL EXP 1/30-2/1, LOCC CO	114.90
							114.90
104649	3/27/2019	49715	GREATER PALM SPRINGS CV	2019	1/1/2019	2019 DUES: ID #16891	450.00
							450.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104650	3/27/2019	20450	IMPERIAL IRRIGATION DISTRI	50035560-FB19	3/1/2019	AC50035560, 1/30-2/27, ST LIC	17,771.81
				50035734-FB19	3/6/2019	AC50035734, 2/2-3/4, CVHS PI	96.12
				50035755-FB19	2/28/2019	AC50035755, 1/29-2/25, PUMP	65.31
				50035836-FB19	3/6/2019	AC50035836, 2/1-3/4, WELL #1	35.30
				50217597-FB19	3/6/2019	AC50217597, 2/2-3/4	42.07
				50522793-FB19	2/28/2019	AC50522793, 1/29-2/26, SCAD	13.44
				50527782-FB19	3/6/2019	AC50527782, 2/2-3/4	12.34
				50642002-FB19	3/6/2019	AC50642002, 2/1-3/4	114.55
				50642141-FB19	3/6/2019	AC50642141, 2/1-3/4	37.40
				50705542-FB19	3/6/2019	AC50705542, 2/1-3/4, PERMIT	186.80
				50705544-FB19	3/6/2019	AC50705544, 2/1-3/4, PERMIT	128.26
				50733502-FB19	3/6/2019	AC50733502, 2/2-3/4	28.86
				50734422-FB19	3/6/2019	AC50734422, 2/2-3/4	46.07
				50404153-FB19	3/6/2019	AC50404153, 2/2-3/4	91.54
				50404154-FB19	3/6/2019	AC50404154, 2/2-3/4	13.14
				50404155-FB19	3/6/2019	AC50404155, 2/2-3/4	88.45
				50408460-FB19	2/28/2019	AC50408460, 1/29-2/25, WELL	5,309.12
				50416425-FB19	3/6/2019	AC50416425, 2/2-3/4	140.77
				50434217-FB19	2/28/2019	AC50434217, 1/29-2/25	43.24
				50459795-FB19	2/28/2019	AC50459795, 1/29-2/25	33.31
				50459796-FB19	2/28/2019	AC50459796, 1/29-2/25	69.73
				50459819-FB19	2/28/2019	AC50459819, 1/29-2/25	12.34
				50487676-FB19	3/6/2019	AC50487676, 2/1-3/4, LIFT ST/	12.34
				50516108-FB19	3/6/2019	AC50516108, 2/2-3/4	13.36
							24,405.67
104651	3/27/2019	45108	IMPERIAL SPRINKLER SUPPL	3643778-00	2/22/2019	DRIPRB BUG EMMITER W/10:	61.83
				3635180-00	2/12/2019	RAINBIRD ROTOR POP-UP	267.06
				3638428-00	2/18/2019	BLACK PVC RAIN BOOT	30.43
				3641336-00	2/20/2019	DRIPRB BUG EMMITER W/10:	48.03
				3642467-00	2/21/2019	TOOL UNION SQUARE PT SH	54.33
				3635458-00	2/22/2019	NDS 18" SQUARE CATCH BAS	239.62
				3643559-00	2/22/2019	FTGS80 4" 90 ELL SCH80 PVC	86.55
				3636536-00	2/13/2019	TOOL UNION SQ PT SHOVEL	97.96
				3642988-00	2/21/2019	PVC/ABS PLASTIC HAND SAV	97.68
				3642805-00	2/21/2019	PIPESW 2" SCH80 PVC PIPE	52.60
							1,036.0
104652	3/27/2019	00932	INDIO CAR WASH, INC.	01-0019	1/1/2019	SEPT-DEC2018 CAR WASH S	722.69
							722.6

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104653	3/27/2019	49175	INTERNATIONAL NAMEPLATE 503636	2/27/2019	POLICE CAR DECALS	718.68	718.68
104654	3/27/2019	51600	IRC, INC. 2019020059	2/1/2019	2/1-3/1 PRE-EMPLOYMENT S	238.50	238.50
104655	3/27/2019	52444	JAMES, CLAY Edu Reimb	3/6/2019	FY18/19 EDUCATION REIMBU	1,130.00	1,130.00
104656	3/27/2019	01948	KIMBALL MIDWEST 6955302	2/27/2019	ELBOW, CONN, UNION, SWV	412.97	412.97
104657	3/27/2019	47328	KONICA MINOLTA 33156184	2/28/2019	BIZHUB C360, CORP YARD, F	109.84	
			33156185	2/28/2019	BIZHUB 501, WATER DEPT, F	163.44	
			33167712	3/2/2019	ACC 061-0042081-000, MAR20	67.43	340.71
104658	3/27/2019	44047	KONICA MINOLTA BUSINESS 257364846	3/4/2019	TN321K TONER	26.72	
			9005451779	2/27/2019	BIZHUB C364+C454+PRO 951	980.26	
			9005462380	2/28/2019	BIZHUB C360, CORP YARD, F	215.22	1,222.20
104659	3/27/2019	45051	LAMAR OF PALM SPRINGS 109991636	2/25/2019	2/25-3/24 POSTER ADVERTIS	1,200.00	1,200.00
104660	3/27/2019	44160	LEWIS BRISBOIS BISGAARD 2249910	12/26/2018	PE11/30, #41691-2, MORALES	2,692.39	2,692.39
104661	3/27/2019	44705	LION ELECTRIC & LIGHTING 52687	3/3/2019	RPR'D LIGHTING CIRCUITS @	2,700.00	
			2686	3/3/2019	RPR'D VANDALIZED WIRE/CC	2,130.00	4,830.00
-24- 104662	3/27/2019	24600	LOPES HARDWARE 008203	1/31/2019	LYSOL, KEYS, ETC	36.66	
			008085	3/7/2019	LOCKS, CHAIN, PUTTY KNIFE	449.66	486.32
104663	3/27/2019	02162	LOWE'S COMPANIES, INC. 27677	2/21/2019	CFT 20V 2 TOOL KIT, KOBALT	442.69	442.69
104664	3/27/2019	53188	LUA, MARIA I. Scholarship	2/28/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104665	3/27/2019	49857	MANPOWER US INC. 33642274	2/17/2019	WE 2/17: SANTIAGO	230.24	
			33684288	3/3/2019	WE 3/3: BRAVO+SANTIAGO	429.07	
			33642275	2/17/2019	WE 2/17: DURAN	694.40	
			33642273	2/17/2019	WE 2/17: CARMONA	527.00	
			33664015	2/24/2019	WE 2/24: CARMONA	542.50	
			33664016	2/24/2019	WE 2/24: DURAN	694.40	
			33684287	3/3/2019	WE 3/3: CARMONA	496.00	
			33684290	3/3/2019	WE 3/3: DURAN	694.40	4,308.01
104666	3/27/2019	53190	MARIACHI LINDAS MEXICANA 2010330	1/11/2019	3/30 MARIACHI FESTIVAL PEF	4,500.00	4,500.00
104667	3/27/2019	53191	MARIACHI LOS PALMEROS IN00002	1/14/2019	3/30 MARIACHI FESTIVAL PEF	3,600.00	3,600.00
104668	3/27/2019	50846	MATTHEW FAGAN CONSULTING 20	3/5/2019	PRO SVCS: VISTA DEL AGUA	8,663.75	8,663.75
104669	3/27/2019	45343	MCMaster-CARR SUPPLY CO 88740978	3/11/2019	DBL-UNION ON/OFF VALVE F	99.95	
			88249423	3/5/2019	LONG-LENGTH TANK-LEVEL I	329.54	429.49
104670	3/27/2019	51445	MEDIWASTE DISPOSAL 0000069425	3/1/2019	MAR2019 BIOHAZARD WST S	67.81	67.81
104671	3/27/2019	25900	MEREDITH & SIMPSON CONS 190234	2/19/2019	TRBLSHT PWR CONTROL TC	184.00	184.00
104672	3/27/2019	50099	MIDWAY VACUUM & JANITOR 72054	2/5/2019	RPLC'D PUMP OUTLET FITTII	51.47	51.47
104673	3/27/2019	53129	MONTAGUE ART 1758	2/27/2019	KELSEY MONTAGUE MURAL	5,000.00	5,000.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104674	3/27/2019	52646	MUNIQUEIP SOCAL, LLC 200177	3/4/2019	RING COVER, CASING GASKI	2,293.02	2,293.02
104675	3/27/2019	00101	MUNISERVICES/GRS INV06-005369	3/18/2019	JAN-MAR2019 SVCS: UTILITY	4,307.57	4,307.57
104676	3/27/2019	53196	MURILLO JR, JORGE Turf Rbt	3/18/2019	TURF REMOVAL REBATE- PR	880.00	880.00
104677	3/27/2019	53183	MURILLO, ESTEFANY Scholarship	3/13/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104678	3/27/2019	52344	NEOFUNDS BY NEOPOST CD 3/12/19	3/12/2019	POSTAGE BY PHONE #7900 C	1,041.10	1,041.10
104679	3/27/2019	01882	NORTHERN TOOL & EQUIPME42171477	3/6/2019	STRONGWAY HOSE REEL & F	205.95	205.95
104680	3/27/2019	43970	ORAWAY ENGINEERING, INC M147	3/14/2019	REHAB OF MECHANICAL BAF	63,500.00	63,500.00
104681	3/27/2019	47192	O'REILLY AUTO PARTS 2855-493813	3/6/2019	8" BRUSH, SQUEEGEE & 100	35.85	
			2855-489797	2/21/2019	OIL & AIR FILTERS	39.08	
			2855-491350	2/26/2019	TIMING KIT	439.43	
			2855-491971	2/28/2019	NEW MSTR CYL	157.72	
			2855-488634	2/16/2019	GEL CAN & DRIP TRAY	36.27	708.35
104682	3/27/2019	51402	OVERHEAD DOOR CO OF THIWO-2825	2/21/2019	SVC'D ROLLING/SECTIONAL	135.00	
			WO-2802	2/19/2019	SVC'D/RPR'D COMMERCIAL I	737.29	872.29
-25- 104683	3/27/2019	50595	PACIFIC LIGHTWAVE INC 19-3151	2/28/2019	APR-JUNE2019 BUSINESS IN	2,397.00	2,397.00
104684	3/27/2019	53192	PADILLA, HAYDEE Scholarship	3/6/2019	2019 CYBSA SCHOLARSHIP-	110.00	110.00
104685	3/27/2019	51847	PARTY TIME RENTALS 19	2/28/2019	3/30 MECHANICAL BULL/JUM	770.00	770.00
104686	3/27/2019	49989	PAUL ASSOCIATES 83695	3/1/2019	CITATION ENVELOPES	486.28	486.28
104687	3/27/2019	09800	PERMA WC 2018-19/4	3/5/2019	2018-19 WORKERS' COMP DE	91,972.75	91,972.75
104688	3/27/2019	52389	POWER SECURITY GROUP IN3465	3/1/2019	FEB2019 PATROL SVCS	4,560.00	4,560.00
104689	3/27/2019	39250	PRAXAIR DISTRIBUTION, INC.87768618	2/21/2019	1/20-2/20 IND HIGH PRESSUR	31.85	31.85
104690	3/27/2019	42759	PROPER SOLUTIONS, INC. 9223	3/8/2019	WE 3/8: L. SERVIN	540.00	
			9254	3/15/2019	WE 3/15: L. SERVIN	180.00	720.00
104691	3/27/2019	48977	PROTECTION 1/ADT 127301393	2/12/2019	ADDTNL EQUIP @ WELL #18	9.79	
			127301397	2/12/2019	ADDTNL EQUIP @ WELL #19	9.79	
			127444769	2/20/2019	LABOR CHRG @ 87101 AVE 5	37.50	57.08
104692	3/27/2019	52306	QUINN COMPANY 07935201	10/31/2018	10/29-30 DUMP TRUCK RNTL	511.89	
			08990501	2/22/2019	2/16-19 YD LOADER RNTL	950.43	
			09035501	3/4/2019	2/21-26 BACKHOE W/ BUCKE	2,684.49	4,146.8
104693	3/27/2019	52647	RALPH ANDERSEN & ASSOCI.INV-01428	8/6/2018	JULY2018 COMPENSATION S	1,150.00	1,150.0
104694	3/27/2019	49692	RIVERSIDE COUNTY EDA 1202	3/6/2019	2019 CV BUSINESS CONF SP	1,000.00	1,000.0
104695	3/27/2019	31705	RIVERSIDE COUNTY FIRE DE 233234	2/28/2019	FY18/19- 2ND QTR FIRE PRO	737,224.26	737,224.2
104696	3/27/2019	53193	RODRIGUEZ, VERONICA Scholarship	3/5/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.0
104697	3/27/2019	51285	RS INSTRUMENTS & SERVICE20113	3/4/2019	TRBLSHT FLOW METER @ S.	438.75	438.7
104698	3/27/2019	47658	RUIZVA L. PEST CONTROL 082	2/25/2019	FEB2019 SVCS: FIRE STATIOI	65.00	65.0

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot	
104699	3/27/2019	53182	SAGE INITIATIVE	Grant	2/13/2019	FY18/19 COMMUNITY BASED	1,000.00	1,000.00
104700	3/27/2019	01830	SAM'S FENCE INC.	17443	2/25/2019	INSTLL'D PEDESTRIAN GATE	2,100.00	2,100.00
104701	3/27/2019	51849	SANTA ROSA DEL VALLE	25520	3/13/2019	FEB2019 SVCS: GARCIA+LEM	250.00	250.00
104702	3/27/2019	53195	SANTILLAN, BLANCA	Turf Rbt	3/18/2019	TURF REMOVAL REBATE- PR	1,966.40	1,966.40
104703	3/27/2019	50827	SDC SOUND COMPANY	1007	2/6/2019	FINAL- FOH/STAGE MONITOF	3,400.00	3,400.00
104704	3/27/2019	35000	SMART & FINAL	046264	3/11/2019	WATER, CREAMER, LYSOL, E	117.75	
				046640	3/14/2019	SOFT DRINKS, WATER, PLAT	125.42	
				055340	3/12/2019	CREAMERS	25.96	
				54302	1/2/2019	GL PISO 3PK HAWAIIAN, PLA	84.32	353.45
104705	3/27/2019	35450	SOCALGAS	1540 7th-FB19	2/27/2019	AC 008 423 3900 4, 1/24-2/25	165.29	
				1517 6th-FB19	2/27/2019	AC 010 594 4824 9, 1/24-2/25	61.90	
				87075Av54-FB19	2/27/2019	AC 123 573 5834 5, 1/24-2/25	23.59	
				84626Baq-FB19	2/27/2019	AC 153 323 6215 9, 1/24-2/25	69.07	
				1515 6th-FB19	2/27/2019	AC 031 523 3700 6, 1/24-2/25	175.72	
				BaqPool-FB19	2/27/2019	AC 069 323 6500 7, 1/24-2/25	15.79	
				1377 6th-FB19	2/27/2019	AC 012 623 3701 5, 1/24-2/25	124.09	
				1500 6th-FB19	2/27/2019	AC 020 678 1257 4, 1/24-2/25	261.15	896.60
104706	3/27/2019	47319	SPARKLETTS	9467308 022419	2/24/2019	PAPER INVOICE FEE	3.00	3.00

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104707	3/27/2019	52595	STAPLES BUSINESS CREDIT	7213822494-0-1	2/25/2019	STP VRT FLE 25D 4DR LTR LC	195.74
				7213822494-0-2	2/20/2019	CORK BOARD BLACK FRAME	102.95
				7214762794-0-1	3/7/2019	STPL HL8000 LAT 36IN 2 DWF	513.01
				7212858979-0-2	2/5/2019	BIC ROUNDSTIC BP MED BLL	14.12
				7213408889-0-1	2/13/2019	MED BINDER CLIPS, READY I	74.44
				7214070035-0-1	2/25/2019	PEN ENERGEL RTX, BPA FRE	244.22
				7214071770-0-1	2/25/2019	COPY PAPER, MECH PENCIL,	219.25
				7212506094-0-1	2/5/2019	HP 63XL HYBLK/63 TRI-CLR	137.00
				7212505918-0-1	2/5/2019	HP 63XL HYBLK/63 TRI-CLR, I	268.88
				7212505918-0-2	2/11/2019	SIGN HANGING KIT	23.91
				7214102972-0-2	2/26/2019	SCENTD OIL TWIN REFILL	7.30
				7214762794-0-2	3/8/2019	OMNITECH BAT POWERED S	11.41
				7213295277-0-2	2/11/2019	EXPO CHISEL LO STARTER S	25.86
				7213295277-0-1	2/11/2019	2019 E LEY STRIPE ERASE 2'	24.46
				7213130800-0-1	2/7/2019	COPY PAPER	225.60
				7212858979-0-1	2/5/2019	PEN COUNTERFEIT DETECTI	43.49
				7214235587-0-1	2/27/2019	SELF-INKING BLK & RED, LG	143.48
				7214530944-0-1	3/8/2019	DISPSBLE DUSTER 3PK	11.95
				7214530944-0-2	3/4/2019	HP 62XL HY BLK INK, TRI-COI	98.06
				7214645763-0-1	3/6/2019	REMOVER SCRUBS GRAFFIT	304.37
				7214645763-0-2	3/6/2019	DUCK ORG DUCT	23.37
				7214102972-0-1	2/25/2019	CARDFILE BINDER LTR BLAC	109.11
				7214103932-0-1	2/25/2019	HEAVY DUTY 3 HOLE PUNCH	63.06
104708	3/27/2019	43858	STAPLES CREDIT PLAN	42258	2/26/2019	QUOTED CUSTOM STAMP, E'	239.55
				89308	3/6/2019	CONST PPR ASST 12I	34.84
							274.39
104709	3/27/2019	52125	TAG/AMS, INC.	2748181	3/6/2019	2019 RNWL FEE+FEB2019 DF	369.00
104710	3/27/2019	02079	THE DESERT SUN #1082	Apr Svc	3/20/2019	AC #DS0400716, APR2019 SV	45.63
							45.63
104711	3/27/2019	42115	THE FEED LOT INC.	214302	3/13/2019	BABY OF HAY	960.00
							960.00
104712	3/27/2019	51918	THE GREATER COACHELLA V	Sponsorship	3/19/2019	3/25 GOLF TOURNAMENT SP	900.00
							900.0
104713	3/27/2019	00745	THE PIN CENTER	0219068	2/28/2019	COACHELLA LAPEL PINS	840.00
							840.0
104714	3/27/2019	42289	TIME WARNER CABLE	0220596030119	3/1/2019	1540 7TH ST-HSD, 3/10-4/9	59.99
							59.9
							2,885.04

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot	
104715	3/27/2019	38250	TOPS N BARRICADES	1073420	2/28/2019	1/7-2/6 SIDEWALK CLOSED W	51.20	
				1073194	2/20/2019	DURA-POST 36" WHT W/ WH	2,155.53	
				1073379	2/27/2019	PAINT WHITE RDRY	496.55	
				1073198	2/20/2019	JKT BOMBER LIME & WEATH	94.86	
				1073267	2/22/2019	2/20-22 CHNGBLE MSG SIGN	540.00	3,338.14
104716	3/27/2019	50229	URBAN HABITAT ENVIRONME	51	2/25/2019	FEB2019 LANDSCAPE MAINT	47,504.41	47,504.41
104717	3/27/2019	43751	USA BLUEBOOK	817130	2/19/2019	GLASS FIBER FILTER, CHLOF	658.44	
				816673	2/19/2019	SPECCHECK HR DPD CHLOF	236.82	895.26
104718	3/27/2019	53194	VALENZUELA, MARIO M.	Scholarship	3/6/2019	2019 CYBSA SCHOLARSHIP-	55.00	55.00
104719	3/27/2019	53173	VERIZON CONNECT NWF, INC	OSV0000017025	3/1/2019	FEB2019 GPS MONITORING S	1,403.70	1,403.70
104720	3/27/2019	44966	VERIZON WIRELESS	9824723240	2/22/2019	AC571164685-00001, 1/23-2/22	90.86	
				9825215802	3/1/2019	AC371867190-00002, 2/2-3/1	262.90	353.76
104721	3/27/2019	44775	VISTA PAINT CORPORATION	2019-721772-00	2/27/2019	TRAFFIC PAINT FAST DRY WI	237.01	
				2019-724065-00	2/28/2019	FLUID PUMP PROTECTOR	6.66	
				2019-730604-00	3/4/2019	FLUID PUMP PROTECTOR	39.95	
				2019-746394-00	3/13/2019	COVERALL EXT FLAT WHITE	169.12	
				2019-745789-00	3/12/2019	COVERALL EXT FLAT ACCEN	86.15	538.89
104722	3/27/2019	44203	WEST COAST SAND & GRAVE	108395	2/20/2019	WASHED CONCRETE SAND	1,196.68	1,196.68
104723	3/27/2019	51697	WESTERN WATER WORKS SI	55601-00	2/27/2019	ANGLE MTR VLV INSTA-TITE,	1,922.96	
				55634-00	2/21/2019	POLYMER MTR BOX, POLYME	234.14	
				55663-00	2/28/2019	SEWER CPLG CLAY X CLAY	-29.80	
				55662-00	2/28/2019	SEWER CPLG CI/PVC X CI/PV	55.24	
				55635-00	2/27/2019	PVC GATE VALVE FLANGED F	495.69	2,678.23
104724	3/27/2019	00384	WILLDAN FINANCIAL SERVIC	002-20304	1/4/2019	DEC2018 INSPECTION SVCS	720.00	720.00
Sub total for WELLS FARGO BANK:							1,299,659.47	

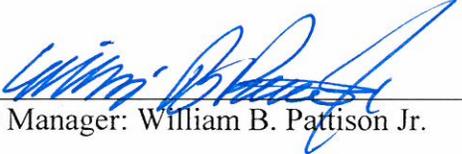
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139 checks in this report.

Grand Total All Checks: 1,299,659.47

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Date: March 27, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

ITEM 12.b.



STAFF REPORT
3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez; Public Works Director

SUBJECT: Authorize award of professional services agreement to Powers Security Group Inc. for security guard services for city facilities, in the amount not to exceed \$75,000.

STAFF RECOMMENDATION:

Authorize award of professional services agreement to Powers Security Group Inc. for security guard services for city facilities, in the amount not to exceed \$75,000.

EXECUTIVE SUMMARY:

As required by the City's purchasing policy staff published a request for proposals in February 2017 and city received five responses in March to the RFP. Power Security Group Inc. was awarded the professional services agreement by City Council action on August 9, 2017. Since then the agreement has been amended three times to include security guard services for several capital projects. These amendments augmented the term and increased the awarded compensation as needed per project. These amendments did not extend the anniversary term of the professional services agreement. As identified in the RFP the original term can be extended for three additional one year periods.

The awarded professional services agreement for security guard services prevents and deters acts of vandalism. The contracted services includes locking all park restrooms every night, which total eleven (11), and patrolling twelve city facilities between 10p, to 6am every night, three hundred and sixty five(365) days a year. The city facilities that will be patrolled include: Bagdouma Park, Dateland Park, Veterans Park, Sierra Vista Park, Rancho De Oro Park, Rancho Las Flores Park, City Hall, Coachella Corporate Yard, Coachella Permit Center, Senior Center, Coachella Library and Cesar Chavez/Sixth Street Park. All facilities will be patrolled at least twice each evening and include foot patrols to ensure access points are secure. Additionally, the selected firm will continue to provide security guard services Monday–Friday at the Coachella Senior Center.

The originally awarded hourly rate awarded was \$20.00 per hour and \$25.00 for special events. As allowed by the RFP Powers Security Group has requested the new term's hourly rates include an increase that reflects the published Consumer Price Index(CPI) increase for August 2018 of 3.9%. The proposed new term will reflect the CPI increase requested and identifies standard hourly rates of \$20.78 and a special event rate of \$25.98. Staff recommends awarding Powers

ITEM 12.b.

Security Group Amendment No. 4 to the professional services agreement which will extend the anniversary term one more year through August 8, 2019 and set a not to exceed amount of \$75,000.00.

FISCAL IMPACT:

The recommended action will not have a fiscal impact as these funds were budgeted for in the submitted 2018/2019 fiscal budget.

Attachment:
Agreement

CITY OF COACHELLA
AMENDMENT #4 PROFESSIONAL SERVICES AGREEMENT
03022017

1. PARTIES AND DATE.

This Agreement is made and entered into this 27th day of March, 2019, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (“City”) and Power Security Group, a corporation with its principal place of business at 1180 Olympic Dr. #206, Corona, CA 92881 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Security Guard Services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the **Security Guard Services** 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 **Security Guard Services** 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 **March 1, 2019** to **August 8, 2019**, 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. City alone (not the Consultant) shall have the option to extend the term of this Agreement for two (2) successive one (1) year periods (individually, “Subsequent Term” and

ITEM 12.b.

collectively, “Subsequent Terms”) on the same terms and conditions as set forth in this Agreement (including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit “C” and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, 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 in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services 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. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a

threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Sid Hashemi.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Sid Hashemi**, or his or 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 best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions 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 sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. 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 Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City,

ITEM 12.b.

Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services 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 subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations

ITEM 12.b.

performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

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3.2.10.7 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 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.

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 documents and other information within fifteen (15) days of the request.

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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.

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

<u>City</u>	<u>Consultant</u>
City of Coachella	Powers Security Group
1515 Sixth Street	1180 Olympic Dr. #206
Coachella, CA 92236	Corona, CA 92881
Attn: Public Works Director,	Attn: Sid Hashemi, Director of
Maritza Martinez	Operations

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor 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 provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and 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

ITEM 12.b.

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.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's 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 attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any such judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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 subcontractors 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.

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

3.5.15 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.

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

3.5.17 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.

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

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3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 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 Workers' 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.

3.5.21 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work 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.

[SIGNATURES ON FOLLOWING PAGE.]

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CITY OF COACHELLA

By: _____
William B. Pattison, Jr.
City Manager

POWER SECURITY GROUP

By: _____
Sid Hashemi
Director of Operations

Attest:

By: _____
City Clerk

Approved as to Form:

****Approved Form****
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SPECIFICATIONS

1. General – The Vendor shall:

- 1.1 Have at least five (5) years of consecutive experience in the security guard/screening industry under the current company name, and must have experience in multi - government agency facility protection.
- 1.2 Agree and ensure that security personnel fully perform their duties in accordance with City imposed policies, procedures, and conditions for continued service at this account.
- 1.3 All assigned security personnel must pass a comprehensive pre-employment background/reference check. Vendor to absorb costs associated with such background/reference checks. The following are grounds for rejection for providing services to the City:
 - 1.3.1 Any felony conviction.
 - 1.3.2 Any conviction for a substance abuse (felony or misdemeanor).
 - 1.3.3 Any misdemeanor conviction of a crime of violence.
 - 1.3.4 Any misdemeanor conviction for theft or moral turpitude.
 - 1.3.5 Any gang affiliation.
 - 1.3.6 Any excessive record of arrests with few or no convictions.
 - 1.3.7 Any current or pending criminal investigation in which the applicant is a suspect.
- 1.4 Ensure that security personnel possess the following minimum physical and mental capabilities:
 - 1.4.1 Sufficient color perception to distinguish primary colors (red, blue, and yellow).
 - 1.4.2 Ability to use both eyes with far vision correctable to 20/40 and near vision correctable to 13-16 inches.

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- 1.4.3 Average hearing loss not in excess of 20 decibels (dB) and frequencies from 500 – 3000 cycles per second (cps). Use of a hearing aid is acceptable, as long as the device is in good working order and is in operation during the hours the security officer is on duty.
- 1.4.4 The full range of use of fingers, both hands, and both legs; the ability for rapid mental and muscular coordination simultaneously; and the ability to climb a ladder and perform other similar activities.
- 1.5 Ensure that security personnel have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or jeopardize the safety of other persons in the area.
- 1.6 Ensure the conduct and behavior of security personnel are beyond reproach. Security personnel are to be polite, cooperative, and able to work in harmony with one another, visitors, and with other City of Coachella employees.
- 1.7 Ensure that security personnel respond to subpoenas pertaining to any City account.
- 1.8 Schedule security coverage for vacations, holidays, unscheduled absences, and/or other unplanned occurrences. Any costs (including overtime) associated with scheduling vacations, holidays, and absences are the responsibility of the vendor. These costs must be included in the billing rate.
- 1.9 Immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Vendor.
- 1.10 Ensure that security personnel are fully aware of the political sensitivities that exist in a municipal government.
- 1.11 Provide strict key control for any and all government keys and key cards. Keys issued to the successful vendor are not to be duplicated. Should the successful vendor lose a set of keys, or should it be shown that duplication of the keys by the successful vendor has wrongfully occurred, the successful vendor must reimburse the City of Coachella for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$100,000.
- 1.12 Have a ready source of qualified individuals to perform the function and administer the employee selection and scheduling, billing, and administrative functions of the contract.
- 1.13 Maintain a reserve of immediately available alternates in the event a scheduled individual, because of illness or other reason, becomes unavailable to perform the functions of the position, so that no position is ever uncovered.

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- 1.14 Ensure that security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
- 1.15 Ensure that security personnel give undivided attention to their duties and given responsibilities. Long, unnecessary conversations with other individuals shall be avoided.
- 1.16 Ensure that security personnel do not read, write, or study while on duty—except as may be required in connection with their duties and responsibilities.
- 1.17 Ensure that security personnel do not smoke or use other forms of tobacco products while on the job. These products are not allowed on City property.
- 1.18 Ensure that security personnel do not read unauthorized material, eat, or groom while in public view. Ensure that security personnel do not wear headphones, smoke, conduct personal calls, or bring visitors onto the work site.
- 1.19 Ensure that security personnel are equipped with the necessary equipment and supplies to properly perform his or her duties.
- 1.20 Ensure that security personnel are not permitted to provide themselves with unauthorized personal equipment (e.g., firearms, chemical agents, knives, etc.).
- 1.21 Ensure that security personnel neither use nor have in their possession intoxicants and/or controlled substances on or near the job site. The odor of intoxicants and/or controlled substances on our about the vendor's security and supervisory personnel shall cause the vendor to immediately remove the individual(s) from the job site.
- 1.22 Provide services as described. After three (3) failures by the vendor to comply with the terms of the contract within a contract year, the contract will be subject to immediate termination.
- 1.23 Ensure that security personnel comply with the duties and responsibilities as outlined in these specifications.
- 1.24 Ensure that all scheduling information is provided in military time (24-hour scale).
- 1.25 Agree and ensure that security personnel may be required to perform other duties as assigned on a permanent or temporary basis—regardless of the job description.
- 1.26 Ensure prompt replacement of security personnel in the event of illness or emergency.

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- 1.27 Within ten (10) working dates after receiving notice that the Contract has been terminated, and as a condition of final invoice payment by the City to the Vendor, the Vendor shall provide a list of all employees that are providing such services to the City buildings and facilities, including the name, address, phone number, date of hire, and employment classification of each covered employee.
- 1.28 Ensure that security personnel keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

2. Scope of Work – Vendor Shall:

- 2.1 Vendor shall designate an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. Vendor shall not replace the Account Manager unless prior written notice is given to and approved by the City
- 2.2 Provide two-three patrols of the following locations seven days a week, 365 days a year, between the hours of 2200 hours – 0600 hours:
 - 2.2.1 Bagdouma Park (six bathroom facilities)
 - a. 84599 Avenue 52, Coachella.
 - 2.2.2 Dateland Park (one bathroom facility)
 - a. 51805 Shady Lane, Coachella
 - 2.2.3 Veterans Park (one bathroom facility)
 - a. 1515 6th Street, Coachella
 - 2.2.4 Sierra Vista Park (one bathroom facility)
 - a. 50570 Calle Mendoza, Coachella
 - 2.2.5 Rancho De Oro Park (one bathroom facility)
 - a. 84600 Avenue 50, Coachella
 - 2.2.6 Rancho Las Flores Park (one bathroom facility)
 - a. 48-400 Van Buren Street, Coachella
 - 2.2.7 City Hall
 - a. 1515 Sixth Street, Coachella
 - 2.2.8 Corporate Yard
 - a. 53462 Enterprise Way, Coachella
 - 2.2.9 Coachella Permit Center
 - a. 53990 Enterprise Way, Coachella
 - 2.2.10 Coachella Senior Center
 - a. 1540 7th Street, Coachella
 - 2.2.11 Coachella Library
 - a. 1500 Sixth Street, Coachella
 - 2.2.12 Cesar Chavez & 6th Street Park
 - a. Cesar Chavez & Sixth Street

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- 2.3 Vendor/Contractor shall develop a set of Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by the City's representative within thirty (30) days from commencement of services to the City.
- 2.4 Each site patrol is to take 15-20 minutes and should consist of foot and vehicle patrols. During each patrol, guards will check all exterior doors/facility structure and assure they are locked and have not been tampered with.
- 2.5 Park sites shall be completed first each night to allow locking and securing of all park restrooms every evening as close to 10pm as possible.
- 2.6 Confirmation that the assigned patrols were performed using barcode scanning checkpoints.
- 2.7 Provide each security officer with specialized training relating to the security requirements of this account.
- 2.8 The vendor must ensure the stability of its workforce.
- 2.9 Submit personnel qualification summaries on all personnel proposed to be assigned to the City account. The personnel qualification summaries shall outline (in detail) the training and experience qualifications of each security officer (and account manager) proposed for use under the contract. Resumes must be for key personnel / positions only. For security officers, include all training that they are required to have for the company (including State of California private security officer license).
- 2.10 Ensure that security personnel remain awake and alert at all times. The vendor shall take appropriate disciplinary action in the event a security officer is found asleep (or appears to be asleep) while on duty.
- 2.9 Ensure that security personnel document any security incidents on incident report forms and provide electronic copies to the City. These forms should be used to document any damages noted including graffiti at any of the City facilities. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
- 3.0 Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year. The Account Manager must develop and implement a paperwork management program.

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3. Rate Increases:

Prior to each contract anniversary date thereafter, the Vendor may submit a price increase request, but in no case more frequently than once per year.

The Vendor is to demonstrate:

- That wage and benefit increases are within the changes to the CPI Index for Riverside County or other pricing index appropriate to the particular service herein;
- Clearly identify the items and/or job titles impacted by the increase;
- Provide documentation acceptable to the City to warrant the increase;
- And agree that contract prices shall remain firm for a minimum of 365 days after affecting the requested increase.

The request shall be considered and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the City.

4. On-Call Security Service: When the City requests service, there is an expectation that service will be provided, and in a very short time depending on the amount of coverage.

13.1 “On-call” services may consist of, but not be limited to, the following:

- Fire watches
- After hours meetings
- Substation watches.
- Special security watch due to threats.
- Natural disasters.
- Civil disturbances.
- Event staff.
- Political events.
- Protests.
- Vehicle patrols.
- Foot patrols.
- Traffic Control Services.
- General (standard service).

EXHIBIT “B”

SCHEDULE OF SERVICES

- Provide two-three patrols of the following locations seven days a week, 365 days a year, between the hours of 10pm – 6am:
 - 2..1 Bagdouma Park (six bathroom facilities)
 - a. 84599 Avenue 52, Coachella.
 - 2..2 Dateland Park (one bathroom facility)
 - a. 51805 Shady Lane, Coachella
 - 2..3 Veterans Park (one bathroom facility)
 - a. 1515 6th Street, Coachella
 - 2..4 Sierra Vista Park (one bathroom facility)
 - a. 50570 Calle Mendoza, Coachella
 - 2..5 Rancho De Oro Park (one bathroom facility)
 - a. 84600 Avenue 50, Coachella
 - 2..6 Rancho Las Flores Park (one bathroom facility)
 - a. 48-400 Van Buren Street, Coachella
 - 2..7 City Hall
 - a. 1515 Sixth Street, Coachella
 - 2..8 Corporate Yard
 - a. 53462 Enterprise Way, Coachella
 - 2..9 Coachella Permit Center
 - a. 53990 Enterprise Way, Coachella
 - 2..10 Senior Center
 - a. 1540 7th Street, Coachella
 - 2..11 Coachella Library
 - a. 1500 Sixth Street, Coachella
 - 2..12 Cesar Chavez & 6th Street Park
 - a. Cesar Chavez & Sixth Street
- Each site patrol is to take 15-20 minutes and should consist of foot and vehicle patrols. During each patrol, guards will check all exterior doors/facility structure and assure they are locked and have not been tampered with.
- Park sites shall be completed first each night to allow locking and securing of all park restrooms every evening as close to 10pm as possible.

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EXHIBIT "C" COMPENSATION

Facility Patrol Services

Security Guard Services Hourly Rate (8 hour shift): \$20.78
Monthly Rate: \$5,056.47
Base Annual Rate: \$60,677.60
Annual Not to Exceed Amount: \$75,000.00

Senior Center Security Guard Services (Monday-Friday 7:30am-5:30pm)

Security Guard Services Hourly Rate (8 hour shift): \$20.78
Monthly Rate: \$3,962.05
Base Annual Rate: \$47,544.64
Annual Not to Exceed Amount: \$50,000.00

Special Event Rates:

Special Events Hourly Rate: \$25.98 (6 Hour Shift)

Special Events Hourly Rate: \$20.78 (8 Hour Shift)

Total Agreement Award Not to Exceed \$75,000.00

ITEM 12.c.



STAFF REPORT
3/13/2019

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez - Grants Manager

SUBJECT: Approve a Community Based Grant to Global Access Through Multi-Cultural Education in the Amount of \$1,000 to Purchase Art and Technology Materials for the Dual Language Immersion Program at Cesar Chavez Elementary School

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant to Global Access Through Multi-Cultural Education in the amount of \$1,000 to purchase art and technology materials for the Dual Language Immersion Program at Cesar Chavez Elementary School.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, 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 18-19 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Global Access Through Multi-Cultural Education (GATME) organization offers a Dual Language Immersion Program at Cesar Chavez Elementary School. The program helps to prepare students to become academically prepared and fluent in English and Spanish. GATME is requesting grant funding support to help purchase art and technology materials for the students to use during workshops. They also plan on holding an awards ceremony where student achievements will be celebrated and recognized.

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ALTERNATIVES:

1. Approve a Community Based Grant to Global Access Through Multi-Cultural Education in the Amount of \$1,000 to Purchase Art and Technology Materials for the Dual Language Immersion Program at Cesar Chavez Elementary School
2. Do Not Approve a Community Based Grant to Global Access Through Multi-Cultural Education in the Amount of \$1,000 to Purchase Art and Technology Materials for the Dual Language Immersion Program at Cesar Chavez Elementary School

FISCAL IMPACT:

If the City Council approves the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$3,891.00 for the remainder of the fiscal year.

ATTACHMENTS:

Community Based Grant Application Packet



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

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

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

1. **Application Funding Cycle:** **Date:** 2/26/19

July 1, 20 18 - June 30, 20 19

2. **Total Amount Requested:** \$ 1000

*Amount requested cannot exceed \$1,000

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:**

the funds will be used to buy materials for classroom, technology purposes, art and 6th recog

4. **Agency/Organization:**
Global Access Through Multi. Edu.

5. **Mailing Address:**
P.O Box 302 Coachella Ca
City: Zip: 92236

6. **Telephone:** (760)238-1748

Fax:

7. **Official Contact Person:**

Name: Richard Chavez

Title: President

Telephone: (760)238-1748

Fax:

E-mail: gatmecorp@gmail.com

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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?
May 2019
13. Describe briefly how the requested funds will be used.
If granted, funds will be used to buy different materials needed for art and technology purposes (headphones, stylus pens, and apps) that students need for the classroom and some funds will be allocated for our 6th grade recognition assembly
14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.
yes, we have already done some fundraisers and we have in plan other activities to help out raised funds for these materials and supplies for Ipads (headphones, stylos pencils, apps) and to organized the 6th grade recognition ceremony
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 plan to have events to fundraise money and donations from businesses
16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.
children will benefit because they will have access to equipment and technology, and they will be recognize for thier academic success
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)
a large group children are from low income families

18. Attach a proposed budget for requested funds.

Authorized Official: Richard Chavez

Title: President

Signature: *Richard Chavez*

Date: 2/26/19



**Global Access Through Multicultural Education
(GATME) - Tax ID #824940535
P.O. Box 302
Coachella, Ca 92236**

February 26, 2019

To city of Coachella:

On behalf of the Global Access Through Multicultural Education organization, I would like to kindly ask for the \$1000 grant to our program at Cesar Chavez Elementary School. Our school is located here in Coachella, California and serves many low-socio economic households, as well as many second language learners. The Dual Language Immersion program is a bi-literacy program that prepares the students to become academically prepared (and fluent) in English and Spanish. They are taught in a rigorous academically structured program and are excelling in both languages. We are dedicated to our community and try to provide additional educational activities that take place beyond the school day. Such as holding workshops, multi-cultural and family events, that allows the community to participate and flourish.

We need classroom materials, headphones, stylus pencils, apps, reading materials (scholastic articles/books) and incentives to motivated students as well as the parents that make the commitment to our Taza de café workshops that we conduct at least once a month. We have a 6th grade recognition ceremony in which we recognize our students and if funds granted, some would be used for this annual ceremony. We hope that with your partnership, we can continue to build a strong community and provide evening events where parents, and the community as a whole, can gather for memorable learning experiences.

Thank you for your time and I look forward to your response. I can be reached at (760) 238-1748 (cell), or (760) 398-2004 (work).

Respectfully,

Richard Chavez
President
GATME

ITEM 12.c.

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

DEPARTMENT OF THE TREASURY

Date: **MAY 08 2018**

GLOBAL ACCESS THROUGH MULTICULTURAL
EDUCATION
PO BOX 302
COACHELLA, CA 92236-0000

Employer Identification Number:
82-4940535
DLN:
26053515003448
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 24, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

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

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

Letter 947

GLOBAL ACCESS THROUGH MULTICULTURAL

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

ITEM 12.d.



STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez; Public Works Director

SUBJECT: Approve execution of a maintenance agreement with West Coast Arborists, Inc. for the LLMD Tree Trimming Maintenance Project No. 030619B, in the not to exceed amount of \$300,000 for a two year term.

STAFF RECOMMENDATION:

Approve execution of a maintenance agreement with West Coast Arborists, Inc. for the LLMD Tree Trimming Maintenance Project No. 030619B, in the not to exceed amount of \$300,000 for a two year term.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for the LLMD Tree Trimming Maintenance Project No. 030619B for the Landscape Lighting and Maintenance Districts (LLMD) on February 4, 2019. The RFP solicited bids for annual tree trimming services for all LLMDs. This RFP closed on March 6, 2019 and the City received three responses. The LLMD Tree Trimming Maintenance Project RFP identified that the term of the project would be for two years. The RFP requested each respondent to provide a unit price for grid tree trimming and unit price for palm grid trimming and the bid amounts provided by each firm to perform the tree trimming maintenance for this project are listed below:

- | | |
|---------------------------------|---|
| 1. West Coast Arborists Inc. - | \$52.00 for Grid Trimming
\$52.00 for Grid Palm Trimming
Grand Total Bid - \$104.00 |
| 2. Mariposa Landscapes Inc. - | \$94.00 for Grid Trimming
\$77.00 for Grid Palm Trimming
Grand Total Bid - \$171.00 |
| 3. Absolute Tree Service Inc. - | \$700.00 for Grid Trimming
\$700.00 for Palm Trimming
Grand Total Bid - \$1,750,000 |

After review of the responses the lowest responsive and responsible bidder was identified to be West Coast Arborists. Staff recommends award of the RFP and corresponding maintenance agreement in the not to exceed \$300,000.00 to West Coast Arborists Inc. The identified areas

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include a forest of 1,700 trees and the recommended not to exceed amount will allow for the annual trimming needs of these areas. The agreement as identified in the RFP will have a two year term and allow for up to one additional one year term. The term for the proposed agreement is July 1, 2019 – June 30, 2021.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget.

Attachment:
Proposed Agreement

CONTRACT

**CITY OF COACHELLA
LLMD TREE TRIMMING MAINTENANCE SERVICES AGREEMENT
PROJECT NO. 030619B**

PARTIES AND DATE.

This Agreement is made and entered into this 27th day of March, 2019 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, (hereinafter referred to as "City") and West Coast Arborists, Inc., a corporation with its principal place of business at 2200 E. Via Burton, Anaheim, CA 92806 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS.**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing tree trimming services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the LLMD Tree Trimming Maintenance Services Agreement Project No. 030619B ("Project") as set forth in this Agreement.

TERMS.**3.1 Scope of Services and Term.**

3.1.1 Incorporation of Documents. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond

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Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor 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. This Contract shall supersede any prior agreement of the parties.

3.1.2 General Scope of Services. Contractor 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 tree trimming 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.

3.1.3 Term. The term of this Agreement shall be from July 1, 2019 to June 30, 2021, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor 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. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate

Contractor's conformance with the Schedule, City shall respond to _____ submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Pat Mahoney, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall 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 provided

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...writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sums as reflected in the General Specifications Section of the Request for Proposals for performance deficiencies.

3.2.8 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to,

form CG 2503, either the general aggregate limit shall apply separately to each Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000.00 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000.00 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the

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... protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.8 Reporting of Claims. 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.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise

specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

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 **\$300,000.00 (three hundred thousand dollars and no cents)** 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.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

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3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor 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 1600, 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. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents 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 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

CONTRACTOR:

West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim, CA 92806
Attn: Victor Gonzalez, Vice President-Marketing

CITY:

City of Coachella
1515 6th Street
Coachella, CA 92236
Attn: Maritza Martinez, Public Works Department

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.

3.5.3 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.

3.5.4 Attorney's 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 attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any

ITEM 12.d.

Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.6 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. This Agreement may only be modified by a writing signed by both parties.

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void,

and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.14 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.

3.5.15 No Third Party Beneficiaries. There are no intended or unintended beneficiaries of any right or obligation assumed by the Parties.

3.5.16 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.

3.5.17 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor,

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. Contractor 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.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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 Workers' 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.

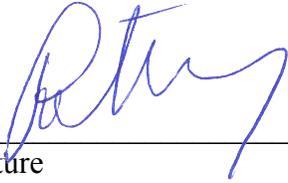
3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and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

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

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~~no sub~~contracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work 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.

<p>CITY OF COACHELLA</p> <p>By:</p> <p>_____</p> <p>William B. Pattison Jr. City Manager</p> <p>Attest:</p> <p>_____</p> <p>City Clerk</p> <p>Approved as to Form:</p> <p>_____</p> <p>Best, Best & Krieger City Attorney</p>	<p>WEST COAST ARBORIST INC.</p> <p>By: </p> <p>_____ Signature</p> <p>_____ Patrick Mahoney Name</p> <p>_____ President Title</p> <p>_____ 366764 License Number</p>
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EXHIBIT A SCOPE OF SERVICES

GRID TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning depends on the type or purpose of pruning. Any tree trimming performed at the request of the City shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards to promote proper form, strength, health, and appearance consistent with the intended use. No trimming will be conducted without onsite inspection of City staff.

- 1) General Specifications for hardwood tree pruning
 - a. The Contractor shall consult with the City's designated representative before making any cuts that could result in permanent disfigurement of the structure of any tree.
 - b. The Contractor shall prune trees to prevent branch and foliage interference with safe public passage. The Contractor shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eighty-four (84) inches above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time direction is obtained from the City's designated representative.
 - c. The Contractor shall use best practices when removing a live branch and shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
 - d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
 - e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.

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- f. All final tree pruning cuts shall be made in such a manner to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, that produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- j. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- k. When encountering limbs that are weighted with more foliage than the limb is likely to support, branches shall be selectively pruned toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- l. Branches that create sight line conflicts with traffic control signs and/or devices shall be selectively pruned.
- m. Branches that are within five (5) feet of a structure shall be selectively pruned.
- n. Trees of sprout or sucker growth shall be cut to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- o. Trees shall be pruned to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City's designated representative to do otherwise.
- p. All vines entwined in trees and on tree trunks shall be removed. Vine tendrils shall be removed without injury to trees. Vines include, but are not limited to, ivy and mistletoe.
- q. Tree limbs shall be removed and controlled in such a manner to cause no damage to other parts of the tree, or to other plants or property.
- r. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- s. All pest infestations relating to termites, bees, hornets, or wasps shall be promptly reported to the City's designated representative.

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- t. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- u. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- v. Chain saws shall not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City, to aid in the safety of climbers performing the removal of a tree.

2) Crown Raising/Clearance Prune:

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- b. Clearance Prune: Clearance Prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune."

3) General Trimming and Shaping of Broadleaf Trees

Follows the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City's designated representative and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
2. In specific cases the City's designated representative may direct the Contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
3. Dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs shall be trimmed and removed. Branches with an extremely narrow angle of attachment should normally be removed.

4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Heading cuts and/or topping shall not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

SPECIALTY PRUNE CLASSIFICATIONS FOR HARDWOOD TREES

A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than thirty percent (30%) of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

1. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
2. Crown Thinning: Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of the trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the City's designated representative.
3. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites.
4. Crown Restoration: Crown Restoration is a corrective pruning used to restore the form of

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crowns that have been previously damaged. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

PALM TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning depends on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

1) The specifications for the pruning of palm trees are as follows:

- a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City's designated representative immediately.
- b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties up to the cost of replacement of the palm. Live, healthy fronds, initiating at an angle of ninety degrees (90 °) or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*) in the City. The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm shall result in severe penalties up to the replacement cost.

Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

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d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) feet and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovel in shaping and maintaining ornamental balls often results in ornamental balls which have flat, un-tampered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

2. Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping.

Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) feet and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

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3. Queen Palm (*Syagrus romanzoffianum*): loose petiole bases are to be removed each time the crown of a Queen Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
4. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
5. Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
6. California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein. landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
3. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.

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4. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City's designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.
5. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
6. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
7. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
8. Except in hillside areas where the stump needs to remain for soil stability, in the event that the stump is not removed the same day as tree removal, the stump shall be removed as described herein, no more than thirty (30) days from the initial tree removal. The Contractor shall be responsible for maintaining a Tree Stump Removal List on a daily basis with such list provided to the City weekly. Should the removal of any stump not occur within the thirty (30) day period, the Contractor will remove the stump, within forty-eight (48) hours of notification by the City, at the Contractor's expense. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches.
9. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
10. As directed by the City's designated representative, trees on hillsides should be removed to a depth of one inch below grade, cut at the angle of the grade. The indentation shall be filled by the Contractor with wood chips.
11. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump

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grinding. Repairs shall be made using components matching those that were damaged.

EXHIBIT B
SCHEDULE OF SERVICES

July 1, 2019 – June 30, 2021

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EXHIBIT C COMPENSATION

Awarded contract compensation is not to exceed \$300,000 and unit pricing as noted below.

Item	Description	Unit	Unit Price \$
BASIC SERVICES: Basic Tree Trimming Maintenance			
1	Grid Trimming – Scheduled Tree Trimming by Grid; includes removing hazardous limbs and crown raising for sign clearance, street light illumination, and utility vehicles.	EA	\$52.00
2	Grid Palm Trimming – Includes Washingtonia Robustas, Washingtonia Filiferas and Date Palms	EA	\$ 52.00
3	Computer Database – Tree inventory, use of software, updates, and training.	LS	No Cost
ADDITIONAL SERVICES – Unscheduled Tree Trimming Maintenance			
4	Service Request Trimming 0-6”	EA	\$ 52.00
5	Service Request Trimming 7-12”	EA	\$ 82.00
6	Service Request Trimming 13-18”	EA	\$122.00
	Service Request Trimming 19-24”	EA	\$172.00
	Service Request Trimming 25-30”	EA	\$212.00
	Service Request Trimming 31”+	EA	\$272.00
	Service Request Fan Palm Trimming	EA	\$85.00
	Service Request Date Palm Trimming	EA	\$185.00
	Palm Tree Skinning	LF	\$12.00
	Tree & Stump Removal under 29”dbh	DIA. INCH	\$37.00
	Tree Only removal under 29”dbh	DIA. INCH	\$30.00
	Tree & Stump Removal over 29” dbh	DIA. INCH	\$47.00
	Tree Only Removal over 29” dbh	DIA. INCH	\$40.00
	Stump Removal Only	DIA. INCH	\$14.00

	Root Pruning	LF	\$20.00
	Arborist Services (Report Writing)	HOUR	\$150.00
	Specialty Equip Rental (i.e. Crane . .)	HOUR	\$150.00
EMERGENCY SERVICES: Tree Trimming Maintenance			
	1 person crew rental; During Work Hours; M-F 7am-6pm	HOUR	\$75.00
	2 person crew rental; During Work Hours; M-F 7am-6pm	HOUR	\$150.00
	3 person crew rental; During Work Hours; M-F 7am-6pm	HOUR	\$225.00
	2 person crew rental; Outside Work Hours	HOUR	\$200.00
	3 person crew rental; outside Work Hours	HOUR	\$300.00
	1 person crew rental; outside Work Hours	HOUR	\$100.00

*Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

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STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve a Community Based Grant to Raices Cultura in the Amount of \$1,000.00 to Support its Video Production and Radio Broadcasting Training Programs

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to Raices Cultura in the amount of \$1,000.00 to support its video production and radio broadcasting training programs.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, 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 18-19 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

Raices Cultura is a nonprofit organization that was founded by a group of dynamic and energetic young community leaders in 2004. In 2004, RAICES envisioned a Democratic society that has a genuine interest in the empowerment of its community. Raices Cultura champions the arts and culture for local youth in the City of Coachella. Today, the organization's impressive list of credits include: establishing an annual Dia de Los Muertos event for the community; creating arts installations at the annual Coachella Valley Music and Arts Festival since 2012; offers a radio broadcast program called Radio Raices Cultura; a video production program; operates after-school programs which provide access to computers, books, art supplies to youth; hosts regular community events such as Artchella to promote local artists and music. Grant funds will help Raices Cultura to pay for its video production and radio broadcasting training programs.

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ALTERNATIVES:

1. Award Raices Cultura a Community Based Grant in the amount of \$1,000.00
2. Not award Raices Cultura a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$2,891.00 for the remainder of the fiscal year.

ATTACHMENT(S):

Community Based Grant Application Packet



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

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

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

1. Application Funding Cycle:

Date: 03/06/2019

July 1, 20 18 - June 30, 20 19

2. Total Amount Requested: \$ 1,000

*Amount requested cannot exceed \$1,000

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:

Raices Video Production Program / Radio Raices Training Program

4. Agency/Organization:

Raices Cultura

5. Mailing Address:

PO Box 714

City: Coachella Zip: 92236

6. Telephone: (760) 861-3188

Fax:

7. Official Contact Person:

Name: Jocelyn Vargas

Title: Board Chair

Telephone: (760) 668-1055

Fax:

E-mail: jocelyn.vargas@raicesdelvalle.org

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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?

Raices Cultura was established in 2004.

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.

Prior allocation - \$1,000 in fiscal year 2017-2018. The funds were applied toward expenses for the screenprinting program and audio equipment for open mic night.

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

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

The time frame is ongoing - Radio Raices starts in April; Video Production starts in June.

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

The funds will be used to purchase additional equipment for the radio program and to spearhead the video program.

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

Yes. To support the initial equipment purchases for the video program, we are requesting additional funding from a local grant-making agency.

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 collect donations throughout the year and will use those monies to fund our programs ongoing as well as building partnerships with local employers in the industries.

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

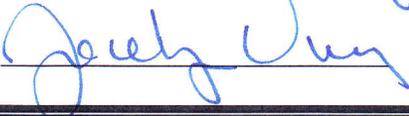
Both radio and video programs will be offered to East Valley residents - they will learn all facets of radio production & broadcasting and all aspects of video production & editing.

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

Raices Cultura is an arts-based organization primarily geared toward the youth of the East Valley. Our public programming welcomes all ages, genders, income levels, and ethnicities.

18. Attach a proposed budget for requested funds.

Authorized Official: Joelyn Vargas Title: Board Chair

Signature: 

Date: 3/7/19

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

DEPARTMENT (ITEM 12.e.

Date:

JUN 26 2011

RAICES CULTURA
PO BOX 714
COACHELLA, CA 92236

Employer Identification Number:
26-4790803

DLN:

601165058

Contact Person:

JOAN C KISER

ID# 31217

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

July 17, 2006

Contribution Deductibility:

Yes

Addendum Applies:

No

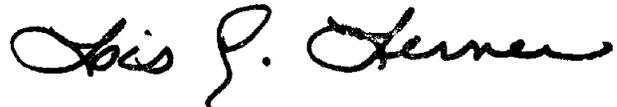
Dear Applicant:

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

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

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

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Line Item Budget

MONEY IN	
City of Coachella Grant	\$1,000
Local Organization Grant	\$7,000
TOTAL INCOME	\$8,000

MONEY LEFT OVER	
Income minus expenses	\$3

MONEY OUT	
L-Shape Desk #1	\$250
L-Shape Desk #2	\$250
Video Editing Bay #1	\$75
Video Editing Bay #2	\$75
Mac Mini + Apple Care (req.)	\$1,198
Mac Mini + Apple Care (req.)	\$1,198
27" Computer Monitor - Video Bay #1	\$200
27" Computer Monitor - Video Bay #2	\$200
Chair - Video Bay #1	\$126
Chair - Video Bay #2	\$126
Editing Software - CC x 2; Audition x 1	\$1,524
SD Card Extreme Pro - 64GB x 2	\$200
Radio Recording / Editing Computer - 27in Retina 5K Display 3.5GHz Processor, 1 TB	\$2,000
Sales Tax	\$575
TOTAL EXPENSES	\$7,997

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ITEM 12.f.



STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Grants Manager

SUBJECT: Approve a Community Based Grant to the Dr. Reynaldo J. Carreon Foundation in the Amount of \$1,000.00 to Support the Higher Educational Pursuits of Underprivileged Students

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community Based Grant to the Dr. Reynaldo J. Carreon Foundation in the amount of \$1,000.00 to support the higher educational pursuits of underprivileged students.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, 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 18-19 budget includes an allocation of \$15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Reynaldo J. Carreon M.D. Foundation was founded in 1990 by the late valley philanthropist and pioneer, Dr. Carreon, to provide underprivileged students of Mexican-American descent a chance to pursue higher education through scholarship support. To date, the foundation has awarded more than \$1.4 million in scholarships to more than 500+ students from local high schools. Recipients have attended schools including College of the Desert, the University of Southern California, UCLA, MIT, and Harvard University to name a few. Grant funding support will help the Dr. Carreon educational foundation to provide scholarship support to high financial need students.

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ALTERNATIVES:

1. Award a Community Based Grant to the Dr. Reynaldo J. Carreon Foundation in the Amount of \$1,000.00 to Support the Higher Educational Pursuits of Underprivileged Students.
2. Not Award a Community Based Grant to the Dr. Reynaldo J. Carreon Foundation.

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$1,891.00 for the remainder of the fiscal year.

ATTACHMENT(S):

Community Based Grant Application Package



**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:** 03/15/2019
July 1, 2018 - June 30, 2019

2. Total Amount Requested: \$ 1000 *Amount requested cannot exceed \$1,000

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:
Scholarship program

4. Agency/Organization:
Dr Carreon Foundation

5. Mailing Address:
41550 Eclectic St
City: Palm Dea Zip: 92260

6. Telephone: (858) 344-4812

Fax: (760) 674-0507

7. Official Contact Person:

Name: Ricardo Loretta

Title: Executive Director

Telephone: (858) 344-4812

Fax: (760) 674-0507

E-mail: carreonfoundation@gmail.com

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zation have a non-profit status with the Internal Revenue Service (IRS)?

Yes No (Attach documentation)

9. How long has this organization been in existence?

28 years

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.

2016 we received \$1000

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?

We award scholarships in May/June, distribute funds in Fall

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

To provide financial assistance to college-bound high school seniors

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

We invite individuals and organizations from the Coachella Valley to partner with us.

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 fundraise throughout the year and are now embarking on a capital expansion program to expand our assistance to more students

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

Many of the youth we serve are Coachella City residents, who go to high school at Desert Mirage, Coachella Valley HS, Indio and other schools in the Valley.

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

High school seniors, ages 16 to 20.

18. Attach a proposed budget for requested funds.

Authorized Official: Ricardo Loretta

Title: Executive Director

Signature: Ricardo Loretta

Date: 03/15/2019

Reynaldo J. Carreon MD Foundation



2018 DRAFT Budget

	2015 Actuals	2016 Actuals	2017 Actuals as of 10/31/17	2017 Annual Budget	2017 Projection	2018 Proposed Budget	Notes
Revenue							
4111 Banquet Admission	2,547.42	2,400.00	1,400.00	2,500.00	1,400.00	1,500.00	Reduced due to new focus on program sponsorship versus entrance fees.
4112 Banquet Sponsors	11,700.00	33,800.00	28,517.00	38,400.00	30,517.00	41,000.00	
4115 Board Secured Sponsorships	0.00	0.00	3,300.00	6,600.00	3,300.00	6,000.00	\$500 x 11 Board Members.
4113 Banquet Raffle	250.00	1,043.00	530.00	1,500.00	530.00	1,000.00	Raffle Ticket Sales
4200 Mixer/Fundraiser Income	3,352.30	7,542.67	26,030.40	25,000.00	28,000.00	5,000.00	Reduced due to new focus on program sponsorship versus entrance fees.
4450 Investment Income Unrealized Gain(Loss) on	24,157.91	33,238.24	16,970.47	53,360.00	66,300.00	55,000.00	Actual includes unrealized gains. 4.5% of Portfolio
Assets	(47,394.52)	67,480.46	47,355.36	0.00	0.00	0.00	
4460 Donation/Grants/Outside Contrit	0.00	0.00	3,490.00	12,000.00	3,490.00	30,000.00	Increased from last year due to \$25k in Capital Growth Grants.
4500 Partner/Sponsor Income	0.00	0.00	0.00	0.00	0.00	14,000.00	New GL. Fundraising Plan
Total Revenue	\$ (5,386.89)	\$ 145,504.37	\$ 127,593.23	\$ 139,360.00	\$ 133,537.00	\$ 153,500.00	
Expenditures							
Administrative Expenses							
6510 Portfolio Manager	7,197.89	4,121.53	2,337.94	5,000.00	6,000.00	4,500.00	Need to verify with Gloria F.
Operations							
6210 Bank Fees	358.37	138.14	0.00	200.00	138.14	100.00	No further bank fees for ACH payment are being charged.
6220 PO Box Rental	232.00	0.00	0.00	240.00	240.00	0.00	No longer needed due to new office.
6225 Postage and Delivery	0.00	593.00	883.90	300.00	900.00	1,000.00	
6230 Storage	385.00	1,083.95	956.05	900.00	1,096.05	1,000.00	storage fees
6434 Office Rent	0.00	0.00	825.00	0.00	1,375.00	3,300.00	\$275 per month rent
6235 Office Supplies	228.22	816.91	902.21	1,000.00	950.00	1,000.00	
6236 Office Equipment	367.17	0.00	990.90	300.00	990.90	300.00	Actual is high due to Depreciation Expense \$847.63 for office equipment on the books. One time exp. Non-cash
6240 Meals and Entertainment	201.00	0.00	1,967.63	2,080.00	2,400.00	2,000.00	
6245 ED Business Expenses	0.00	5,443.08	4,317.83	2,500.00	5,160.00	5,000.00	Fuel Cost, Cell Phone Reimb, Fundraising meals and Community Events attendance fees.
6250 Merchant Fees	30.53	16.95	62.95	200.00	112.95	200.00	Square, Paypal fees
6255 Automobile Expense - Fuel	1,125.00	0.00	0.00	0.00	0.00	0.00	Included in ED Business Expense.
6260 Marketing & Outreach	1,810.06	10,403.88	11,018.11	10,000.00	12,218.11	12,000.00	
6265 Retreat/Training	0.00	6,500.00	0.00	3,000.00	0.00	1,000.00	
6275 Dues & Subscriptions	0.00	690.00	818.00	600.00	818.00	600.00	Annual dues for Chambers (PD & Greater CV) ,AFP, and others.
6440 Accounting Fees	7,275.00	9,075.00	3,600.00	6,000.00	5,400.00	6,000.00	\$400/mo AB&F Service Contract + CPA tax filling fee
6445 Operations - Other	1,051.71	2,496.99	669.40	500.00	700.00	700.00	
6500 Capital Growth Expenses	0.00	0.00	0.00	0.00	0.00	4,000.00	New GL. Exp connected w/Capital Growth Funding.
Total Operations	\$ 13,064.06	\$ 37,257.90	\$ 27,011.98	\$ 27,820.00	\$ 32,499.15	\$ 38,200.00	

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Reynaldo J. Carreon MD Foundation



2018 DRAFT Budget

	2017 Actuals as of	2017	2017	2017	2018		
	2015 Actuals	2016 Actuals	10/31/17	Annual Budget	Projection	Proposed Budget	Notes
Salary and Wages							
6420 Payroll Tax	3,670.33	105.00	0.00	0.00	105.00	0.00	
6430 Payroll Fees	825.50	0.00	0.00	0.00	0.00	0.00	
6435 Interim Director	12,000.00	4,000.00	0.00	0.00	0.00	0.00	
6436 Executive Director	31,624.95	51,311.00	40,000.00	52,000.00	48,000.00	59,000.00	Remain Independent Contractor for 2018; Adj salary to prior years ED salary costs.
Total Salary and Wages	\$ 48,120.78	\$ 55,416.00	\$ 40,000.00	\$ 52,000.00	\$ 48,105.00	\$ 59,000.00	Lower than budgeted due to fuel & tel reimb is currently coded to ED Expenses GL
Total Administrative Expenses	\$ 68,382.73	\$ 96,795.43	\$ 69,349.92	\$ 84,820.00	\$ 86,604.15	\$ 101,700.00	
Insurance							
6310 Workman's Comp	0.00	0.00	0.00	0.00	0.00	0.00	
6320 Liability D&O	1,265.00	1,313.00	1,366.00	1,000.00	1,366.00	1,400.00	
Total Insurance	\$ 1,265.00	\$ 1,313.00	\$ 1,366.00	\$ 1,000.00	\$ 1,366.00	\$ 1,400.00	
Program Expenses							
6000 Banquet - Other	2,521.26	425.14	845.65	1,000.00	845.65	1,000.00	
6025 Banquet Meals	4,035.93	6,945.17	10,686.87	8,950.00	10,686.87	11,000.00	
6030 Mixer	517.30	1,096.03	4,782.94	2,000.00	4,782.94	5,000.00	
Total Program Expenses	\$ 7,074.49	\$ 8,466.34	\$ 16,315.46	\$ 11,950.00	\$ 16,315.46	\$ 17,000.00	
Scholarships							
6710 Scholarships	50,000.00	53,750.00	47,500.00	50,000.00	49,000.00	48,000.00	
6720 CVEP Admin Fee	10,000.00	9,027.00	7,500.00	10,000.00	7,500.00	8,000.00	
Total Scholarships	\$ 60,000.00	\$ 62,777.00	\$ 55,000.00	\$ 60,000.00	\$ 56,500.00	\$ 56,000.00	
Taxes							
6610 Federal Income Tax	1,091.00	0.00	0.00	2,000.00	0.00	2,000.00	
6630 Foreign Dividend Tax	0.00	0.00	0.00	0.00	0.00	0.00	
6640 Property Tax	0.00	(984.49)	0.00	25.00	0.00	25.00	
6650 State Income Tax/Fees	27.61	0.00	209.78	85.00	209.78	210.00	
Total Taxes	\$ 1,118.61	\$ (984.49)	\$ 209.78	\$ 2,110.00	\$ 209.78	\$ 2,235.00	
Total Expenditures	\$ 137,840.83	\$ 168,367.28	\$ 142,241.16	\$ 159,880.00	\$ 160,995.39	\$ 178,335.00	
Excess Revenue (Expense)	\$ (143,227.72)	\$ (22,862.91)	\$ (14,647.93)	\$ (20,520.00)	\$ (27,458.39)	\$ (24,835.00)	

Budget Updated 11/26/17

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INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P O BOX 2350 ROOM 5127 ATTN: E.O.
LOS ANGELES, CA 900532350

DEPARTMENT OF ITEM 12.f.

Date: APR. 8, 1991

REYNALDO J CARREON MD FOUNDATION
C/O REYNALDO J CARREON MD
46-976 MONROE ST
INDIO, CA 92201

Employer Identification Number:
33-0426210
Case Number:
951058012
Contact Person:
TERRY IZUMI
Contact Telephone Number:
(213) 725-6641

Accounting Period Ending:
December 31
Foundation Status Classification:
See attached
Advance Ruling Period Begins:
July 5, 1990
Advance Ruling Period Ends:
Dec. 31, 1994
Addendum Applies:
no

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and contributors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until the Service

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REYNALDO J CARREON MD FOUNDATION

makes a final determination of your foundation status.

If notice that you will no longer be treated as a publicly supported organization is published in the Internal Revenue Bulletin, grantors and contributors may not rely on this determination after the date of such publication. In addition, if you lose your status as a publicly supported organization and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that the Service had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date such knowledge was acquired.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

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

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not

Letter 1045(CG)

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REYNALDO J CARREON MD FOUNDATION

required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

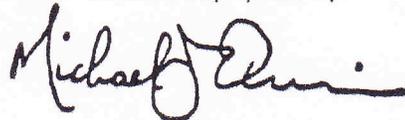
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Michael J. Quinn
District Director

Letter 1045(CG)

ITEM 12.g.



STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez; Public Works Director

SUBJECT: Approve cooperative agreement between the City of Coachella, Greater Coachella Valley Chamber of Commerce, Mexican Consulate and Telemundo for the 2019 Fiestas Patrias Event and authorize the Greater Coachella Valley Chamber of Commerce to manage a beer garden for the Fiestas Patrias Event.

STAFF RECOMMENDATION:

Approve cooperative agreement between the City of Coachella, Greater Coachella Valley Chamber of Commerce, Mexican Consulate and Telemundo for the 2019 Fiestas Patrias Event and authorize the Greater Coachella Valley Chamber of Commerce to manage a beer garden for the Fiestas Patrias Event.

EXECUTIVE SUMMARY:

The City Council approved an agreement with the Greater Coachella Valley Chamber of Commerce (Chamber) to provide professional services. Under the agreement's Scope of Services the Chamber is required to establish and coordinate cultural celebrations; those celebrations listed in the agreement include the 16th of September "Fiestas Patrias" Event. The event has been held at Rancho Las Flores Park since 2013 and the planning team recommends continuing to host the event at this location. This year the event is planned to occur on Saturday, September 21, 2019 from 3pm to 10pm. Similar, to past years, the event is planned to include: live entertainment, a beer garden, food vendors and informational booths. The headliners are scheduled to perform between 5pm to 9pm. Prior to these performances the event will debut local talent. The City has budgeted event costs in the fiscal year 2019/2020. As developed last year this event will be a collaborative between the City, Chamber, Mexican Consulate and Telemundo.

The overall responsibilities of each agency are as follows: City provides venue and all operational/logistic event costs, Chamber provides management of all vendors and beer garden, the Mexican Consulate will assist in confirming sponsorships and organize the ceremonial El Grito performance, and Telemundo will contract the talent and manage event marketing. Additionally, City Council approval is required to operate a beer garden at Rancho Las Flores Park on Saturday, September 21 2019 between 3pm to 10pm. It is recommended that the approval for the operation of a beer garden by the Chamber be conditionally granted subject to compliance with all city department requirements and those imposed by the California Department of Alcohol and Beverage Control. The Coachella Parks and Recreation Commission

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recommend approval of executing the Cooperative Agreement between the City, Chamber, Mexican Consulate of San Bernardino, and Telemundo to deliver the 2019 Fiestas Patrias Event at the Commission's March 19, 2019 meeting.

FISCAL IMPACT:

Approval of the recommended action would not negatively impact the approved FY 19/20 budget.

Attachment:
Proposed Agreement

AGREEMENT

This Agreement ("Agreement") is made as of _____, 2019 by and between Gulf-California Broadcast Company for KUNA Telemundo 15 and La Poderosa 96.7 ("KUNA-TV-FM"), Greater Coachella Valley Chamber of Commerce ("Chamber"), the City of Coachella ("City") and the Mexican Consulate ("Consulate") in reference to the following facts.

RECITALS

- A. KUNA-TV-FM is in the business of advertising and promoting special events and festivals;
- B. The City and Chamber have approached KUNA-TV-FM to collaborate in delivering Fiestas Patrias ("Event") which in 2019 would be held on Saturday, September 21, 2019 at Rancho Las Flores Park, in the City of Coachella, from 3pm to 10pm;
- C. The City's goal for the Event is to promote and enhance the good will and reputation of the City of Coachella, attract visitors to the City and to provide positive cultural education and experience for the residents and visitors to the City; and
- D. Therefore, the parties have agreed to collaborate with one another in connection with the development, production and promotion of the Event.

WHEREFORE, the parties agree as follows.

AGREEMENT

- 1. **Collaboration.** The parties hereby agree to collaborate for the purpose of presenting the Event. The Event will be held on Saturday, September 21, 2019. The target attendance is 20,000 participants, exclusive of event staff, vendors and performers.
- 2. **Contributions By KUNA-TV-FM.** KUNA Telemundo 15 and La Poderosa 96.7 will be responsible for performing and sponsoring payment of the following:
 - a. Arranging for marketing and promotion of the Event:
 - i. Five week on-air promotion (August 18, 2019 – September 21, 2019)
 - 1. KUNA Telemundo 15
 - a. 150x – KUNA Telemundo, 30 second shared promos
 - b. Minimum of 10x – On-Air mentions during the KUNA Noticias newscast at 6pm and 11pm the week leading to the event
 - c. On air interviews with the City, Chamber, Consulate or any talent available the week of the event.
 - d. 35x - Proof of Performance post event spots to air the week after the event
 - 2. La Poderosa 96.7
 - a. 150x – KUNA-FM, 60 second shared promos
 - b. 90x – 30 second event promos
 - c. 375x – Live DJ On-Air Event Mentions
 - d. Minimum of 1,200 Artist/Event Headliners promoting the event

ITEM 12.g.

- e. On air Interviews during the morning show with the City, Chamber, Consulate or any talent available the week of the event.
 - f. 35x – Proof of Performance post event spots to air the week after the event
 3. Social media and kunamundo.com
 - a. Frequent KUNA Noticias Telemundo 15 and La Poderosa 96.7 Facebook posts and KUNA Telemundo Twitter,
 - b. Rotating Leaderboard and rectangle web banners on kunamundo.com
 - c. 150x – 60 second shared promos on streaming radio
 - d. Banner ad on streaming radio
 - ii. Provided for at Event site and on Event date:
 1. KUNA Telemundo and La Poderosa 96.7 hourly Facebook posts and KUNA Telemundo Twitter coverage;
 2. News coverage on KUNA Telemundo of event on air at 6pm and 11pm the following Sunday on September 22nd;
 3. One (1), two(2) hour live remote on location from 1pm-3pm;
 4. Eight (8) – live onsite mentions on day of event by remote staff;
 5. Event Emcees for entire event 3pm-10pm (KUNA Telemundo and La Poderosa 96.7 On-Air Talent).
 - iii. Total media value of promotional support \$80,000.00
 - iv. Live Entertainment
 1. DJ to play in between sets on Event main stage 3pm-10pm
 2. Book headliners to close the Event commencing at 4pm on Event main stage;
 - a. Headliners will include at least three bands performing for forty-five (45) minutes each;
 - b. Confirm and provide all headliner requested amenities and Green Room(s);
 - c. Provide Total entertainment value of booking headliners should equal not less than \$20,000-\$30,000;
 - d. Develop sponsorship packages;
 - e. Locating and engaging sponsors for the Event;
 - f. Locating and engaging a stage sponsor for the Event.
3. **Contributions By City.** The City will be responsible for performing and paying for the following:
 - a. Interfacing with all appropriate governmental agencies and facilitating, to the extent reasonably possible, required for the Event to be held lawfully;
 - b. Provide youth activities and kid zone rentals;
 - c. Selecting and providing in-kind services for the following needs: parking attendants, sanitation, solid waste, and first aid;
 - d. Provide Utilities (water, power, greywater) as needed for Event;

- e. Furnish all public safety, traffic control services needed for Event;
 - f. Arrange for all components of Event parking;
 - g. Furnish rentals for Food Vendor Booths and VIP Area;
 - h. Provide food and beverages for VIP area;
 - i. Provide for 75% of stage and sound costs after sponsorship contributions are applied to the aggregate stage and sound expenses.
4. **Contributions by The Greater Coachella Valley Chamber of Commerce.** The Chamber will be responsible for performing and paying for the following:
- a. Interfacing with all appropriate governmental agencies and facilitating, to the extent reasonably possible, all governmental permits (Fire Department, ABC License and Health Department Permit) and approvals which are required for the Event to be held lawfully as it pertains to beer and food sales;
 - b. Selecting and contracting for security personnel for Event Beer Garden, Event Venue – personnel minimum 14;
 - c. Manage all informational booth entries – all informational booth canopies will be provided for by informational booth entry and not Chamber or City;
 - d. Special Event Insurance for Event as it pertains to beer garden and food vendors;
 - e. Selecting and contracting for beer garden supplies and sales;
 - f. Manage all food and goods vendor booth entries
 - i. Food booth rentals will be contracted by City and Chamber will reimburse City the actual cost of each food booth rental.
 - g. Local Entertainment for Lineup for Event main stage from 3pm to 4pm
 - h. VIP/Vendor event passes and VIP/Vendor/Artist parking passes
 - i. Sole Sponsorship solicitation rights to the following local businesses:
 - i. Southern California Gas Company
 - ii. Coca Cola
 - j. The Chamber will receive 25% of the sponsorship commitments provided by the following sponsors:
 - i. Forest Lawn
 - ii. Spotlight 29
 - iii. Rabobank
 - k. The Chamber will receive 25% from any confirmed referrals from the Chamber to Telemundo that result in a sponsorship purchase.
 - l. The Chamber will only sell Telemundo’s Bronze Sponsorship Package and Telemundo will receive 25% of those packages sold by the Chamber, Chamber will retain 75%;
 - m. Provide for 25% of stage and sound costs after sponsorship contributions are applied to the aggregate stage and sound expenses.
5. **Contributions by the Mexican Consulate San Bernardino Office.** The Consulate will be responsible for the following:
- a. Confirm Banda and Escolta from Mexicali, Mexico for El Grito Ceremony on Saturday, September 21, 2019;

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- b. Arrange and provide transportation for the members of the Banda and Escolta from Mexicali to be participants of the El Grito Ceremony to occur on Saturday, September 21, 2019 at 7pm;
 - c. Collaborate and arrange for informational booth participation of products, services and industry partnerships available from Coachella's Sister City Mexicali, Mexico;
 - i. All booth rentals will be contracted by City and Consulate will pay for actual costs of all requested booth rentals in advance of the event to the City.
 - d. Provide sponsorship contacts to KUNA Telemundo for the purpose of soliciting sponsorships to cover expenses for: stage, sound and lighting.
6. **Event Location.** The location of the Event will be the Rancho Las Flores Park, in the City of Coachella, commencing at 3pm and ending at 10pm.
7. **Default.** In the event that one party believes the other party is in breach of this Agreement, written notice thereof will be delivered to that party who will have 30 days within which to cure the default. If the default is not cured in a timely manner, the party who served the notice may terminate the Agreement and recover any damages incurred; provided, however, no Event may be cancelled within three (3) months of the date of the Event for any reason.
8. **Indemnity.** The City will indemnify, defend and hold harmless the Chamber, Telemundo, Consulate and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney's fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, the City. The Chamber will indemnify, defend and hold harmless the City, Telemundo, Consulate and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney's fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, the Chamber. Telemundo will indemnify, defend and hold harmless the Chamber, City, Consulate and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney's fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, Telemundo. The Consulate will indemnify, defend and hold harmless the Chamber, Telemundo, and City and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney's fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, the Consulate.
9. **Sole Responsibility.** Each Party acknowledges that it is solely responsible for any obligations it assumes or debts it incurs to third parties in the performance of the Agreement. Each Party will include in any agreements it enters into with third parties with respect to this Event that the Party is solely responsible for any failure to perform.
10. **California Law.** This Agreement shall be enforced and interpreted in accordance with the laws of the State of California.
11. **Arbitration of Disputes.** All disputes arising under or related to this Agreement will be decided by binding arbitration to take place in San Bernardino County before a mutually agreeable retired judge whose decision will be final and binding. The initial expense of the arbitration will be split evenly but will be a recoverable cost to the prevailing party. The prevailing party in any

such arbitration, or in any court action between the parties, shall be entitled to recover his, her, or its reasonable attorneys' fees and costs.

12. **Binding on Successors.** This Agreement will be binding on and inure to the benefit of the parties and their respective successors, transferees, assignees, representatives, and all like persons.
13. **Amendments.** No purported alteration, modification, or amendment of this Agreement will be valid or binding, to any degree or at all, unless and until it is reduced to writing and signed by all parties.
14. **Entire Agreement.** This document contains the sole, entire, and exclusive Agreement between the parties on any subject. There are no prior or contemporaneous promises, understandings, agreements, representations, inducements, or warranties made by one party hereof to the other party except for those expressly contained within this Agreement.
15. **Notices.** Any notices required or permitted to be given under this Agreement shall be served by personal delivery or by fax or email as follows:

If to City: City of Coachella
 Attention: City Manager
 1515 Sixth Street
 Coachella, CA 92236

If to Chamber: Greater Coachella Valley Chamber of Commerce
 Attention: President
 1258 Sixth Street
 Coachella, CA 92236

If to Telemundo:
 Attention: General Sales Manager, KUNA
 31276 Dunham Way
 Thousand Palms, CA 92276

If to Mexican Consulate:
 Attention: Head Consul
 293 N. D Street
 San Bernardino, CA 92401

16. **Counterparts.** This Agreement may be executed in three counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

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Wherefore, This Agreement is made of the date first written above.

City of Coachella

By: _____
William B. Pattison, Jr., City Manager

Approved as to Form:

By: _____
Best Best & Krieger LLP, City Attorney

Greater Coachella Valley Chamber of Commerce

By: _____
Ernesto Rosales, Chairman of the Board

Gulf-California Broadcast Company for KUNA Telemundo 15 and La Poderosa 96.7

By: _____
Celeste Gonzalez, General Sales Manager-KUNA

Mexican Consulate, San Bernardino

By: _____
Salomón Rosas Ramírez

ITEM 12.h.



STAFF REPORT 3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Jacob I. Alvarez, Assistant to the City Manager

SUBJECT: Request to waive the Library Facility Fee for Parenting Classes provided by the Latino Commission Counseling Center.

STAFF RECOMMENDATION:

Staff Recommends that the Library Facility Use Fee be waived for the Latino Commission based on the positive benefits of Parenting Classes being provided to Coachella residents.

BACKGROUND:

The Latino Commission who participates at the City's Interfaith Alliance presented FREE Parenting Classes called "Strengthening Families Program" for families with children at 6-11 years of age. This program is funded by Riverside University Health System—Behavioral Health; BHTSA- Prevention and Early Intervention.

The 8 week sessions will be held on Mondays and Thursdays from 5:30pm to 8pm beginning in April and ending in mid-May. Class topics include:

- Introductions and Group Building
- What Kids Can Do & How to Manage Stress
- Rewards
- Goals and Objectives
- Noticing and Ignoring
- Communication I: Better Relationships
- Communication II: Family Meetings
- Alcohol, Tobacco, Drugs and Families
- Solving Problems and Giving Directions
- Setting Limits I: Behavior You Can't Ignore
- Setting Limits II: Practice Setting Limits
- Setting Limits III: Solving Behavior Problems
- Building and Using Behavior Programs
- Getting and Keeping More Good Behavior

Staff is recommending that City Council waive the fee requirement for the use of the library based on the benefits that our community will receive from taking such classes which can also benefit future generations.

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Currently the Library Facility Use fee is a \$29.50 per hour and includes a \$300 deposit. If approved, the City would be waiving approximately \$826.00 in fees for the use of Library rooms 1 & 2.

FISCAL IMPACT:

There will be no fiscal impact to the City's General Fund.

EXHIBITS:

1. Latino Commission Parenting Class Flyer in English and Spanish.



FREE PARENTING CLASSES

For families with children 6 to 11 years

STRENGTHENING FAMILIES PROGRAM

We invite you to attend 7 weeks of family training for families with children 6 to 11 years. Parents and children attend sessions together!

Classes are FREE for
the whole family!

We also offer:

- Childcare for kids 5 and under
- A light dinner
- Certificate for all participants
- Prize raffles!

Register Now!

(760) 398-8800



Classes begin:
25th of March 2019

WHEN: Mondays and Thursdays

TIME: 5:30 PM – 8:00 PM

WHERE: Coral Mountain Academy
51375 Van Buren Street,
Coachella, CA 92236

For additional information, please call:
Latino Commission Counseling Center

(760) 398-8800

1538 Seventh St.
Coachella, CA 92236

Strengthening Family Program is funded by
Riverside University Health System -- Behavioral Health; MHSA—Prevention and Early Intervention



CLASES GRATUITAS PARA PADRES

Para familias con niños de 6 a 11 años

PROGRAMA PARA FORTALECER FAMILIAS

Le invitamos a participar a 7 semanas de capacitación familiar para familias con niños de **6 a 11 años**.

Los padres y los niños asisten a sesiones juntos.

Las clases son **GRATIS** para toda la familia!

También ofrecemos:

- Cuidado de niños
- Una cena ligera
- Certificado para todos los que participan
- Rifa de premios!

Regístrese Inmediatamente!

(760) 398-8800



Las Clases comenzarán:

25 de Marzo 2019

CUANDO: Lunes y Jueves

HORA: 5:30 PM – 8:00 PM

DONDE: Coral Mountain Academy
51375 Van Buren Street,
Coachella, CA 92236

Para más información, por favor llame al:
Latino Commission Counseling Center

(760) 398-8800

1538 Seventh St.
Coachella, CA 92236

Strengthening Family Program es financiado por
Riverside University Health System -- Behavioral Health; MHSA—Prevention and Early Intervention

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STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez; Public Works Director

SUBJECT: Approve execution of a maintenance agreement with Vintage Landscape for Rancho Las Flores Project, in the not to exceed amount of \$136,620.00 for a two year term.

STAFF RECOMMENDATION:

Approve execution of a maintenance agreement with Vintage Landscape for Rancho Las Flores Project, in the not to exceed amount of \$136,620.00 for a two year term.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for Landscape Maintenance Services for Rancho Las Flores Park Project No. 030619A on February 4, 2019. This RFP closed on March 6, 2019 and the City received four responses. The Rancho Las Flores Park Project RFP identified that the term of the project would be for two years. The two year contract term bid amounts provided by each firm to perform the landscape maintenance for this project are listed below:

1. Kirkpatrick Landscaping Services, Inc
 - a. Total Term Amount - \$119,520.00
2. Mariposa Landscapes, Inc
 - a. Total Term Amount - \$178,560.00
3. Urban Habitat
 - a. Total Term Amount - \$145,824.00
4. Vintage Associates, aka Vintage Landscape
 - a. Total Term Amount - \$118,800.00

The scope of work identified in the bid document included the following:

Daily Weekly BiWeekly Monthly Quarterly Annually

Mowing and Edging		1x &/or 2x				
Litter Removal	X					
Weed Control			X			

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Minor Tree Pruning				X		
Ground Cover Edge/Trim			X			
Shrub Trimming			X			
DG & Wood Chip Raking			X			
Parkway Area Main.			X			
Overseeding (triple blend)						2x
Fertilization Application					X	
Herbicide Application				X		
Irrigation System Maintenance/Scheduling		X				
Pest Control				X		
Hardscape Surfaces		X				

Selection criteria for recommended award is a two-step process as included in the RFP. A three member staff selection panel reviewed all responses received and identified the top ranked proposer to be Vintage Landscape. Staff recommends award of the RFP and corresponding landscape maintenance agreement in the amount not to exceed \$136,620.00; the recommended award amount is the two year contract amount of \$118,800.00 plus a 15% contingency to allow for plant/turf replacement and rehabilitation as needed throughout the agreement term. The agreement as identified in the RFP will have a two year term allowing for up to one additional one year term. The term for the proposed agreement is July 1, 2019 – June 30, 2021.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the recommended Fiscal Year 2019/2020 Parks Division Budget.

Attachment:
Proposed Agreement

**CITY OF COACHELLA
MAINTENANCE SERVICES AGREEMENT – PROJECT NO. 030619A**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236 (“City”) and Vintage Landscape, a corporation, with its principal place of business at 78-755 Darby Road, Bermuda Dunes, CA 92203 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of the City.

2.2 Project.

City desires to engage Contractor to render such services for the Landscape Maintenance Services for: Rancho Las Flores Park Project No. 030619A (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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3.1.1 Incorporation of Documents. The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor’s Bid Forms
- Contractor’s Certificate Regarding Workers’ Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Provisions (or Special Conditions)
- Technical Specifications
- Addenda
- Response to Request for Proposal
- Any other documents contained in or incorporated into the Contract

3.1.2 General Scope of Services. Contractor 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 landscape maintenance 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.

3.1.3 Term. The term of this Agreement shall be from July 1, 2019 to June 30, 2021 unless earlier terminated as provided herein. Contractor 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 by one additional one year term.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor.

The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of

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City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Greg Gritters.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Greg Gritters, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains

that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subContractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subContractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages.

Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor 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 Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **two hundred dollars (\$200.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

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3.2.9 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor 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, Contractor shall not allow any subContractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subContractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subContractors. Contractor shall also require all of its subContractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2)

Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000**; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subContractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and

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wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

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 **one hundred thirty six thousand six hundred twenty and zero cents (\$136,620.00)** 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.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor 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 1600, et seq., (“Prevailing Wage Laws”), which require, if applicable, the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If applicable the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if applicable the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents 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 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the

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effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

Contractor:

Vintage Landscape
78-755 Darby Road
Bermuda Dunes, CA 92203
Attn: Fran Mullahy

City:

City of Coachella
1515 6th Street
Coachella, CA 92236
Attn: Maritza Martinez, Public Works Department

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor

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which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor 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.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's 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 attorney's fees and all other costs of such action.

3.5.6 Indemnification. Contractor shall defend, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs

incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

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

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

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

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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 Contractor include all personnel, employees, agents, and subContractors of Contractor, except as otherwise

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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.

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

3.5.15 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.

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

3.5.17 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.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subContractors 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.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subContractor, 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. Contractor 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.

3.5.20 Labor Certification. By its signature hereunder, Contractor 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 Workers' 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.

3.5.21 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work 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.

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CITY OF COACHELLA

VINTAGE LANDSCAPE

By: _____

William B. Pattison, Jr.
City Manager

By: _____

Gregory A. Gritters
President

Attest:

City Clerk

Attest:

Approved as to form:

Best, Best & Krieger

EXHIBIT "A"

SCOPE OF SERVICES

These Specific Terms and Conditions (hereinafter referred to as "specifications") establish the City of Coachella's standards for the maintenance of the landscaped areas listed in Contract Agreement Exhibit "A". Please note level of service required for this contract is Level of Service A as these areas are high visibility areas.

1. Scope of Work

- a. The intent of the Agreement is to secure a Contractor which shall provide Landscape Maintenance Services.
- b. Contractors shall furnish all labor, tools, materials and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- c. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Director of Public Works, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.
- d. Contractors shall have the duty to provide landscape maintenance of Rancho Las Flores Park work sites according to each site schedule including, but not limited to, the following:
 - i. Prune, shape and trim shrubs, vines and ground cover plants.
 - ii. Control weeds.
 - iii. Mow and edge turf grass and blow hardscape clean.
 - iv. Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - v. Maintain all parts of irrigation system.
 - vi. Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris **at each site**.
 - vii. Maintain all work sites in a safe, attractive and usable condition.
 - viii. Empty trash cans and remove litter **at each site**.
 - ix. Contractors shall contact the assigned City Representative or designee on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
 - x. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
 - xi. Contractors shall attend a mandatory inspectors' meeting each week in order to receive important information and resolve any problems.
 - xii. Contractor shall complete and submit a monthly Site Inspection form **per each site**.

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- xiii. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and /or volume of green waste recycled.
- xiv. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).

Failure to provide the manpower, equipment, tools, materials, services, and special skills necessary to accomplish above Scope of Work to the standard established by these specifications may result in a **Performance Deficiency Deduction and/or a reduction in payment.**

CONTRACTOR'S LICENSE REQUIREMENTS

- City of Coachella Business license (current)
- C-27 Landscape Contractors License (current and active)
- State of California Pesticide License QAL for chemical applications category B (current and active)
- State of California Pest Control Business License (current)
- County of Riverside Pesticide Business License Registration (current)

MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS

The Public Works Director (or Director's designee) and the Contractor shall conduct an inspection of the designated landscape areas covered under this Contract-Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. The purpose is to allow the Contractor and the City representative to observe and note any deficiencies or potential problems with landscape area plant materials, decomposed granite/gravel areas, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. The Public Works Director or his designee and the Contractor will perform an operational irrigation inspection.

Any corrective items that are observed during the initial inspection, and acknowledged by both parties, may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for corrections the landscape area plant materials, and designated

hardscape surfaces and structures will be turned over to the Contractor for contract maintenance. Thereafter, failure to maintain designated landscape areas up to this established standard shall result in the City deducting payment of all or part of the Contractor's compensation, as noted in pertinent sections of these General Terms & Conditions, as well as in the Special Terms & Conditions.

CONTRACTOR'S WORK SCHEDULES

It is the intent to schedule maintenance in a manner that keeps the designated landscape areas in a state of healthy, vigorous growth.

The Contractor shall submit a Maintenance Schedule provided to the City scheduling the Maintenance Operations, including but not limited to the tasks identified in the below chart. The suggested regularity with which these tasks are to be scheduled are as recommended below or as needed per the direction of the City Representative, whichever achieves the desired service level.

Bi
Daily Weekly Weekly Monthly Quarterly Annually

		1x &/or 2x				
Mowing and Edging						
Litter Removal	X					
Weed Control			X			
Minor Tree Pruning				X		
Ground Cover Edge/Trim			X			
Shrub Trimming			X			
DG & Wood Chip Raking			X			
Parkway Area Main.			X			
Overseeding (triple blend)						2x
Fertilization Application					X	
Herbicide Application						
Pest Control				X		
Hardscape Surfaces		X				

The Contractor shall submit immediately upon issuance of notice to proceed a work schedule for each designated landscape area, which will include as minimum the following:

- A. Crew Size to be determined for the life of the contract
- B. Time and Date for each activity specifying when each work will be completed

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At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. At 30 days from start of contract, a permanent schedule will be given to the City, hereinafter referred to as the FREQUENCY SCHEDULE. Failure to provide this schedule to the City in the appropriate time shall result in termination of the contract; failure to adhere to the Frequency Schedule shall result in **PERFORMANCE DEFICIENCY DEDUCTIONS**.

Monthly Walk-Through and Reports

The Contractor, as part of this agreement, will submit a monthly report with invoice. Failure to submit reports and schedules in the time specified shall result in a **\$200 Performance Deficiency Deduction** per occurrence, delay in payment, and/or termination of the contract. The Contractor may submit the monthly report and schedule using a computer based program or, the Contractor may submit the report and schedule in writing. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. The following information must be included on the monthly schedule:

- A. Schedule of maintenance: At the end of each month, the Contractor's representative and the City representative shall have a walk through of the Parks. The walk-through will focus on but not be limited to: work just completed, seasonal maintenance tasks, the Frequency Schedule and its pertinent tasks, as well as any Extra Work needed. This will generate a punch list from which the contractor will develop the next month's schedule.
 - 1. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a time frame of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
 - 2. Monthly schedules shall be adjusted to compensate for all City-recognized holidays.
 - 3. Monthly schedules shall be adjusted as directed by the City representative.
- B. The Public Works Department or city staff may request to be part of the Walk-Through or at any time the City deems it necessary.
 - 1. The City will assume that the Contractor will adhere to the schedule. The City must receive notification of changes at least 12 hours in advance of the scheduled time for performance of the work.
 - 2. Failure to notify the City of a schedule change and/or failure to perform an item of work on the scheduled day may result in a payment adjustment to reflect only the work actually accomplished.
 - 3. A monthly report, including an irrigation inspection report, based upon the schedule outlined in the Frequency Schedule and will be turned in at the monthly walk through meeting. Failure to submit this report at the time of

the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

- A. A monthly report, based upon the approved monthly schedule, and green waste recycling reports, will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

SAFETY

Contractor shall conduct all operations performed under this Agreement in a manner that complies with all applicable federal, state, and local safety laws, rules, orders, and regulations, including but not limited to those set forth in the contract's General Terms and Conditions, as well as those set forth in these specifications.

REPORTING DAMANGE/MALFUNCTION/VANDALISM

Any damage to, or malfunction of, any irrigation systems, any facility not specifically stated in this Agreement shall be promptly reported to the Director. Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

STORAGE FACILITIES

The City of Coachella shall not provide any storage facilities for the Contractors.

PLANT MAINTENANCE

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three (3) feet and pruned back one (1) foot from edge of sidewalk.
- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or contract.

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- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and throughout the term of this contract due to neglect, lack of maintenance or improper care.
- E. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.

TREE MAINTENANCE

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height for safety and sucker control only. Palm Trees under fifteen (15) feet in height are the responsibility of the contractor. All other tree pruning will be performed under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.
- C. In order to promote proper form, strength, health, and appearance consistent with their intended use, any tree pruning done at the request of the City shall be consistent with: the current and applicable International Society of Arboriculture (ISA) guidelines; American National Standards Institute (ANSI) standards, including but not limited to ANSI 300 (most current revision) and ANSI Z133 (most current revision); Chapters 12.24 (Street Trees) and 12.28 (Palm Trees) of Title 12 of the City of Coachella's Municipal Code.
- D. NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Contractor shall replace tree stakes within twenty-four (24) hours of receiving a corrective action notification from the City; failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected beyond deadline. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree.

- F. The Contractor shall remove their debris from pruning and tree maintenance the same working day as accumulated. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not include those trees identified on the mandatory walk with the City and the Contractor.
- H. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra Work to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an Extra Work item.
- I. An 18" radius tree well will be maintained around the trunks of trees growing in turf or ground cover areas. Shrubs and/or shrub canopies shall not be permitted to encroach within 12" of tree trunks or root crowns. No weed eater shall be used around trees.

SHRUB MAINTENANCE

- A. Pruning
 - 1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
 - 2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the Frequency Schedule; coordinate with City representative.
 - 3. Pruning shall be done with sharp pruning tools and no weed eaters.
 - 4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City representative.
 - 5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
 - 6. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
 - 7. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
 - 8. Care shall be taken to prevent soil build-up around the crown of shrubs.
 - 9. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
 - 10. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
 - 11. Shrubs and mounding shall not exceed 2 feet in height within areas required

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for vehicle sight distance depending upon roadway topography.

B. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by the City representative.

C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the City's representative. Shrubs shall be pruned and trimmed using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

D. Fertilization

SEE **FERTILIZER APPLICATIONS** Section below.

E. Cultivation

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.

F. Irrigation (Deep Soaking)

See **WATER MANAGEMENT** Section below.

TURF GRASS MAINTENANCE

A. General

1. Turf Grass Mowing:

- a. Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- b. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
- c. All turf grasses to be cut at a two and one-half (2 1/2) inch height throughout the year.
- d. Turf grass mowing heights may be adjusted by the Public Works Director.
- e. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- f. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

- a. Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Public Works Director.
- b. All areas shall be mowed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per acre, per occurrence.
- c. Any alteration of the approved mowing schedule shall be submitted in writing to the Public Works Director for approval prior to implementation.

2. Turf Grass Edging and Trimming:

- a. Turf grass edging and trimming shall be performed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per field/site, per occurrence.
- b. Edging of turf grass shall be performed with a power edger containing a steel blade.
- c. All turf adjacent to sidewalks, curbs, mowing strips, shrub beds, where no improved surface exists, shall be edged in a neat uniform line.
- d. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees shrubs, or any structures located within the turf grass area.
- e. In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- f. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
- g. All clippings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.
- h. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i. See **FERTILIZER APPLICATIONS** Section below.

3. Overseeding:

- a. Contractor shall be responsible for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City Coachella's Municipal Code. Coordinate with City representative; City to provide seed.

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GROUND COVER MAINTENANCE

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance, with neat uniform lines.
2. Remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach two-inch (2") height. Remove weeds by chemical or mechanical means as approved by City representative. See also **WEED CONTROL, PEST CONTROL, and HERBICIDES** Sections below.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Remove debris that accumulates on ground fixed lighting fixtures.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
6. Keep ground cover trimmed back from all drip line irrigations, controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by the City representative. Keep trimmed back approximately 4 inches from structure or walls and two (2) inches from sidewalks, curbs, mow curbs, and walkways. Coordinate trimming around base of shrubs/trees with City representative.
7. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
8. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the City representative (mulch will be supplied or paid for by the City).
9. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
10. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
11. See **FERTILIZER APPLICATIONS** Section below.

WEED CONTROL

- A. Planters, gravel areas, sidewalks, curb and gutters, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected. Acceptable methods of control are: Annual weeds, mechanical and/or chemical methods. Perennial weeds such as Bermuda grass, nutsedge (species), bindweed, pennisetum grass shall be controlled with chemical means only.

- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated as a result of the weed control process.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may require additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post-emergent herbicides is the responsibility of the Contractor. See also **PEST CONTROL** and **HERBICIDES** Sections below.

PEST CONTROL

General

The Contractor shall provide complete and continuous control and/or eradication of all plant pests at no extra cost, including: weeds; insects, mites, nematodes, and other invertebrates; gophers, squirrels, rats, mice, and other vertebrates; snails and slugs; pathogens and diseases.

Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance.

The only exception to this is with regards to bees. The contractor will be responsible for reporting to the City any bee activity (swarms or hives) immediately.

All areas of the landscape shall be inspected for infestations of harmful pests. Leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted should be noted. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated; start preventative cultural methods before a pest is visible. Inspect new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. Control adult beetles before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.

Pruning may be an effective prevention of an epidemic of insects and diseases. Removing infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, and some other fungal caused blights of foliage. Proper thinning of

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tree foliage, to provide light and aeration for groundcover may aid in disease prevention. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut

Application of Pesticides

- A. Notification: City shall be notified prior to the application of pesticides and other chemicals. **THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.**
- B. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
- C. Irrigation: Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which area is capable of receiving without excessive runoff. Coordinate with City representative.
- D. Handling of Pesticides: The Contractor shall be responsible for the safe and proper application of all chemicals. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- E. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimizing by avoiding high pressure applications and using water soluble drift agents.
- F. Selection of Materials: Pesticides shall be selected from those materials which characteristically shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- G. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City representative.
Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City representative.
- H. Licenses and Permits: The contractor shall obtain necessary permits and licenses to comply with the City, County, State or Federal laws for using pest control chemicals. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.
 3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.
- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
1. The pest to be controlled
 2. Method of control
 3. Copies of the product labels
 4. MSDS Sheets
 5. A frequency schedule
 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

Herbicides

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to the City's representative prior to treatment.

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- A. All creeping grasses shall be kept out of shrubs and groundcovers.
- B. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with the City's representative.
- C. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- D. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. Pre-emergent herbicide application shall be required to control crabgrass in all turf area. Scheduling for pre-emergence herbicide controls of weedy grass seeds shall be set forth in the FREQUENCY SCHEDULE.
- E. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.
- F. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

Insecticides/Fungicides

- A. The Contractor shall be responsible for the application of the appropriate chemical.
- B. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.
- C. The City shall notify the Contractor in writing if the City has knowledge of any insect, fungus or disease problems. Preventive fungicides shall be applied as necessary.
- D. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. See also **Application of Pesticides** above.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule. This includes shrubs, ground covers, and turf. Equipment and labor to apply any fertilizer shall be included in the contract. The City is to supply the fertilizer materials. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.

- A. **SHRUBS & GROUND COVERS:** Contractor shall use a balanced fertilizer in shrub and ground cover areas as requested in the Frequency Schedule or as directed by the City's Representative. The Contractor is to provide the equipment and labor to apply the fertilizer as part of this contract.

- B. **TURF:** Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to keep turf in healthy looking condition or as directed by the City's representative. **Fertilizer will be applied as often as required to maintain deep green color at all times.** Type of turf and time of year will determine type of fertilizer used. The frequency of application will greatly depend on amount of leaching caused by excess use of water; this must be coordinated with City's representative. The type of fertilizer used and frequency applied will be recorded. Coordinate with City's representative.

LITTER CONTROL / DEBRIS REMOVAL

- A. Daily services, seven days a week; all litter will be picked up by 10 a.m. everyday at each median location as well as along Downtown 6th Street.
- a. This includes all debris discarded by the public during the use of the facility.
 - b. Pick up all areas including areas around trash enclosures, benches, in medians/planter bed areas. Remove all trash, litter and empty all trash cans.
 - c. Trash should be taken and deposited hauled away by Contractor or trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.
- B. The Contractor shall provide a general clean-up operation throughout the contracted area on a daily basis seven (7) days per week including holidays for the purpose of picking up papers, trash such as paper, cans, bottle, broken glass, dog droppings and any out-of-place or discarded items, hanging or broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris deposited by winds or under normal conditions within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre for each day Deficiency remains uncorrected beyond deadline.
- C. The Contractor shall also regularly remove dried plant material, such as: fallen leaves, twigs, flowers, and seed pods, and; dried up and/or dead portions of trees, shrubs, vines, and ground cover at intervals set forth in the Frequency Schedule. Every effort shall be made to remove litter from all areas as early in the morning as possible, and no later than 10:00a.m.
- D. Contractor shall remove all debris resulting from Contractor's maintenance operations and dispose of it off-site in a legal manner, at Contractor's sole expense. Disposal of debris shall not be allowed in any City trashcan, bin or

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City facility (corporate yard or satellite yards) nor in any park refuse container unless other arrangements have been authorized by the City. Failure to remove and dispose of debris generated by Contractor's maintenance operations within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.

1. No debris will be all allowed to remain at the end of the workday.
 2. All surfaces will be raked or swept after litter and/or weeds are removed.
 3. All grass clippings shall be picked up after each mowing or trimming operation. If mulching mowers are used, all visible clippings must be removed in accordance with this specification. Failure to remove and dispose of debris shall result in **\$200.00 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
 4. All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in **\$200.00 Performance Deficiency Deduction** per occurrence. See also **GREEN WASTE** Section below.
 5. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
 6. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by City representative.
- E. Contractor's operations shall comply with Chapter 13.16 (Stormwater Management) of the City's Municipal Code, including but not limited to Section 13.16.120 – *Compliance with General Permits*, and Section 13.16.130 – *Compliance with Best Management Practices (BMP's)*
1. Blowing of grass cuttings, debris, plant litter, fertilizers or other chemical granules, pellets, or dusts into public streets, gutters, or storm drain inlets is a violation of City's NPDES Permit, and shall result in a **\$200.00 Performance Deficiency Deduction** per site, per occurrence.
 2. Contractor shall be solely responsible for payment of any fines, or costs of any cleanup or enforcement action that may result from Contractor's failure to adhere to this specification.
- F. The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R7-2008-0001, NPDES No. CAS 617002 (Municipal Separate Storm Sewer System NPDES Permit), Section f.-*Public Education and Outreach viii, Permittees' Employees*, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Coachella (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources

Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. **By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management,** and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

SIDEWALK / HARDSCAPE AREA CLEANING

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the Landscape Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. All hardscape surfaces will be maintained clean and free of debris by powerwashing when needed. This shall be performed on a continuous basis as needed. See Frequency Schedule.

RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)

- A. All work associated with the maintenance and repair of decomposed granite and gravel surfaces including: trails and planter areas.
- B. Rake, clean, repair or resurface DG/gravel surfaces using manual or machine assisted methods to achieve a smooth, level and uniform surface.
- C. DG/gravel areas will be uniformly covered and smooth, free of ruts, ridges, plant growth, and potholes.

RESURFACING AND RAKING OF WOOD CHIPS

- A. All work associated with the maintenance and repair of wood chip surfaces include playground areas.
- B. Rake, clean, evenly disperse wood chips using manual methods to achieve a smooth, level and uniform surface.
- C. All wood chip surfaces will be maintained free from weeds, debris or moisture.
- D. In the event of flooding that displaces wood chips, the displaced chips shall be gathered, cleaned of any unwanted material and redistributed to the playground area.

DRAINAGE FACILITIES

The Contractor shall be responsible for continual inspection of surface drains, V-ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. See also **LITTER CONTROL/DEBRIS REMOVAL** Section above.

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GREEN WASTE

The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Coachella green waste. Said products shall be approved by the Public Works Director or his designee before use. The Contractor shall submit verification of recycling City of Coachella green waste as part of the Contractor's monthly report.

EXTRA WORK

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

The Contractor shall provide twenty-four- (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at a rate of \$25.00 per hour. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. Extra work will be a separate item from normal contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
 - A. Work will be executed under the direction of the Contractor's maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
 - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:
 - C. City will issue work request for such extra work to be preformed.
 - D. Extra work may include, but is not limited to, the following:

- a. Changing Light Fixtures
 - b. Changing light bulbs
 - c. Installing hardware
 - E. Repairs due to vandalism
 - F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.
- Extra work must be approved by the City Representative in writing.**

GUARANTEE AND / OR REPLACEMENT POLICY

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

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EXHIBIT "B"

SCHEDULE OF SERVICES

Term: July 1, 2019 - June 30, 2021

EXHIBIT "C"

COMPENSATION

- Total Per Month = \$4,950.00
- Total Annual- \$59,400.00
- Total Term Amount NTE - \$136,620.00
- Any additional work requested will be as provided by the Contractor in the response to the proposal.

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STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez; Public Works Director

SUBJECT: Approve execution of a maintenance agreement with Vintage Landscape for City Parks and Office Maintenance Project, in the not to exceed amount of \$242,190.00 for a two year term.

STAFF RECOMMENDATION:

Approve execution of a maintenance agreement with Vintage Landscape for City Parks and Office Maintenance Project, in the not to exceed amount of \$242,190.00 for a two year term.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for Landscape Maintenance Services for City Parks and Office Facilities Project on February 5, 2019. This RFP closed on March 6, 2019 and the City received four responses. The City Parks and Office Facilities Project RFP identified that the term of the project would be for two years. The two year contract term bid amounts provided by each firm to perform the landscape maintenance for this project are listed below:

1. Kirkpatrick Landscaping Services, Inc
 - a. Total Term Amount - \$ 309,600.00
2. Mariposa Landscapes, Inc
 - a. Total Term Amount - \$ 363,960.00
3. Urban Habitat
 - a. Total Term Amount - \$ 243,644.16
4. Vintage Associates, aka Vintage Landscape
 - a. Total Term Amount - \$ 210,600.00

The scope of work identified in the bid document included the following:

Daily Weekly BiWeekly Monthly Quarterly Annually

Mowing and Edging		1x &/or 2x				
Litter Removal	X					
Weed Control			X			
Minor Tree Pruning				X		

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Ground Cover Edge/Trim			X			
Shrub Trimming			X			
DG & Wood Chip Raking			X			
Parkway Area Main.			X			
Overseeding (triple blend)						2x
Fertilization Application					X	
Herbicide Application				X		
Irrigation System Maintenance/Scheduling		X				
Pest Control				X		
Hardscape Surfaces		X				

Selection criteria for recommended award is a two-step process as included in the RFP. A three member staff selection panel reviewed all responses received and identified the top ranked proposer to be Vintage Landscape. Staff recommends award of the RFP and corresponding landscape maintenance agreement in the amount not to exceed \$242,190; the recommended award amount is the two year contract amount of \$210,600 plus a 15% contingency to allow for plant/turf replacement and rehabilitation as needed throughout the agreement term. The agreement as identified in the RFP will have a two year term allowing for up to one additional one year term. The term for the proposed agreement is July 1, 2019 – June 30, 2021.

FISCAL IMPACT:

The recommended action will not have a negative impact on the budget. The award amount is allocated in the recommended Fiscal Year 2019/2020 Parks Division Budget.

Attachment:
Proposed Agreement

CITY OF COACHELLA
MAINTENANCE SERVICES AGREEMENT – PROJECT NO. 030619C

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236 (“City”) and Vintage Landscape, a corporation, with its principal place of business at 78-755 Darby Road, Bermuda Dunes, CA 92203 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of the City.

2.2 Project.

City desires to engage Contractor to render such services for the Landscape Maintenance Services for: City Parks and Office Facilities Project No. 030619C (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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3.1.1 Incorporation of Documents. The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor’s Bid Forms
- Contractor’s Certificate Regarding Workers’ Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Affidavit form
- Contract
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Provisions (or Special Conditions)
- Technical Specifications
- Addenda
- Response to Request for Proposal
- Any other documents contained in or incorporated into the Contract

3.1.2 General Scope of Services. Contractor 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 landscape maintenance 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.

3.1.3 Term. The term of this Agreement shall be from July 1, 2019 to June 30, 2021 unless earlier terminated as provided herein. Contractor 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 by one additional one year term.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor.

The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of

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City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Greg Gritters.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Greg Gritters, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains

that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subContractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subContractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages.

Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor 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 Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **two hundred dollars (\$200.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

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3.2.9 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor 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, Contractor shall not allow any subContractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subContractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subContractors. Contractor shall also require all of its subContractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2)

Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000**; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subContractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and

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wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

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 **two hundred forty two thousand one hundred ninety dollars and no cents (\$242,190.00)** 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.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor 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 1600, et seq., (“Prevailing Wage Laws”), which require, if applicable, the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If applicable the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if applicable the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents 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 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the

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effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

Contractor:

Vintage Landscape
78-755 Darby Road
Bermuda Dunes, CA 92203
Attn: Fran Mullahy

City:

City of Coachella
1515 6th Street
Coachella, CA 92236
Attn: Maritza Martinez, Public Works Department

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor

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which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor 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.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's 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 attorney's fees and all other costs of such action.

3.5.6 Indemnification. Contractor shall defend, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs

incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

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

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

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

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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 Contractor include all personnel, employees, agents, and subContractors of Contractor, except as otherwise

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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.

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

3.5.15 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.

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

3.5.17 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.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subContractors 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.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subContractor, 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. Contractor 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.

3.5.20 Labor Certification. By its signature hereunder, Contractor 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 Workers' 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.

3.5.21 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work 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.

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CITY OF COACHELLA

VINTAGE LANDSCAPE

By: _____
William B. Pattison, Jr.
City Manager

By: _____
Gregory A. Gritters
President

Attest:

City Clerk

Attest:

Approved as to form:

Best, Best & Krieger

EXHIBIT "A"

SCOPE OF SERVICES

These Specific Terms and Conditions (hereinafter referred to as "specifications") establish the City of Coachella's standards for the maintenance of the landscaped areas listed in Contract Agreement Exhibit "A". Please note level of service required for this contract is Level of Service A as these areas are high visibility areas.

1. Scope of Work

- a. The intent of the Agreement is to secure a Contractor which shall provide Landscape Maintenance Services.
- b. Contractors shall furnish all labor, tools, materials and equipment, except where otherwise specified, to provide landscape maintenance services as set forth in this Agreement.
- c. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Director of Public Works, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications **at all times**.
- d. Contractors shall have the duty to provide landscape maintenance of City Parks and Office Facilities work sites according to each site schedule including, but not limited to, the following:
 - i. Prune, shape and trim shrubs, vines and ground cover plants.
 - ii. Control weeds.
 - iii. Mow and edge turf grass and blow hardscape clean.
 - iv. Maintain plant material in a healthy condition with horticultural acceptable growth and color.
 - v. Maintain all parts of irrigation system.
 - vi. Perform general area clean-up, including the removal of leaves, trash, dog feces and other debris **at each site**.
 - vii. Maintain all work sites in a safe, attractive and usable condition.
 - viii. Empty trash cans and remove litter **at each site**.
 - ix. Contractors shall contact the assigned City Representative or designee on a daily basis to discuss the contractor work schedule for the day, existing problems, or other important information.
 - x. Contractors shall perform a maintenance inspection, during daylight hours, of all areas.
 - xi. Contractors shall attend a mandatory inspectors' meeting each week in order to receive important information and resolve any problems.
 - xii. Contractor shall complete and submit a monthly Site Inspection form **per each site**.

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- xiii. Contractor shall recycle green waste generated from their contract performance and submit a monthly report identifying the weight and /or volume of green waste recycled.
- xiv. Contractors shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. (Emergencies that involve maintenance work included in these general conditions shall not be compensated).

Failure to provide the manpower, equipment, tools, materials, services, and special skills necessary to accomplish above Scope of Work to the standard established by these specifications may result in a **Performance Deficiency Deduction and/or a reduction in payment.**

CONTRACTOR'S LICENSE REQUIREMENTS

- City of Coachella Business license (current)
- C-27 Landscape Contractors License (current and active)
- State of California Pesticide License QAL for chemical applications category B (current and active)
- State of California Pest Control Business License (current)
- County of Riverside Pesticide Business License Registration (current)

MANDATORY INITIAL INSPECTION & ACCEPTANCE OF DESIGNATED LANDSCAPE AREAS

The Public Works Director (or Director's designee) and the Contractor shall conduct an inspection of the designated landscape areas covered under this Contract-Agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. The purpose is to allow the Contractor and the City representative to observe and note any deficiencies or potential problems with landscape area plant materials, decomposed granite/gravel areas, or designated hardscape surfaces and structures.

- A. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract.
- B. The Public Works Director or his designee and the Contractor will perform an operational irrigation inspection.

Any corrective items that are observed during the initial inspection, and acknowledged by both parties, may be resolved with the current Contractor or with the successful Contractor on a "one time only" extra work basis. After a specified time frame for corrections the landscape area plant materials, and designated

hardscape surfaces and structures will be turned over to the Contractor for contract maintenance. Thereafter, failure to maintain designated landscape areas up to this established standard shall result in the City deducting payment of all or part of the Contractor's compensation, as noted in pertinent sections of these General Terms & Conditions, as well as in the Special Terms & Conditions.

CONTRACTOR'S WORK SCHEDULES

It is the intent to schedule maintenance in a manner that keeps the designated landscape areas in a state of healthy, vigorous growth.

The Contractor shall submit a Maintenance Schedule provided to the City scheduling the Maintenance Operations, including but not limited to the tasks identified in the below chart. The suggested regularity with which these tasks are to be scheduled are as recommended below or as needed per the direction of the City Representative, whichever achieves the desired service level.

Bi
Daily Weekly Weekly Monthly Quarterly Annually

		1x &/or 2x				
Mowing and Edging						
Litter Removal	X					
Weed Control			X			
Minor Tree Pruning				X		
Ground Cover Edge/Trim			X			
Shrub Trimming			X			
DG & Wood Chip Raking			X			
Parkway Area Main.			X			
Overseeding (triple blend)						2x
Fertilization Application					X	
Herbicide Application						
Pest Control				X		
Hardscape Surfaces		X				

The Contractor shall submit immediately upon issuance of notice to proceed a work schedule for each designated landscape area, which will include as minimum the following:

- A. Crew Size to be determined for the life of the contract
- B. Time and Date for each activity specifying when each work will be completed

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At the Mandatory Initial Inspection meeting, the Contractor will present a temporary or base line schedule of work for the upcoming year. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. At 30 days from start of contract, a permanent schedule will be given to the City, hereinafter referred to as the FREQUENCY SCHEDULE. Failure to provide this schedule to the City in the appropriate time shall result in termination of the contract; failure to adhere to the Frequency Schedule shall result in **PERFORMANCE DEFICIENCY DEDUCTIONS**.

Monthly Walk-Through and Reports

The Contractor, as part of this agreement, will submit a monthly report with invoice. Failure to submit reports and schedules in the time specified shall result in a **\$200 Performance Deficiency Deduction** per occurrence, delay in payment, and/or termination of the contract. The Contractor may submit the monthly report and schedule using a computer based program or, the Contractor may submit the report and schedule in writing. It is preferred that a computer-scheduling program compatible with City software be used to generate this schedule. The following information must be included on the monthly schedule:

- A. Schedule of maintenance: At the end of each month, the Contractor's representative and the City representative shall have a walk through of the Parks. The walk-through will focus on but not be limited to: work just completed, seasonal maintenance tasks, the Frequency Schedule and its pertinent tasks, as well as any Extra Work needed. This will generate a punch list from which the contractor will develop the next month's schedule.
 - 1. Contractor shall provide a schedule of maintenance at the start of each month identifying areas to be maintained and a time frame of when each function shall be performed. This schedule should include the Frequency Schedule as it pertains to the maintenance for that month.
 - 2. Monthly schedules shall be adjusted to compensate for all City-recognized holidays.
 - 3. Monthly schedules shall be adjusted as directed by the City representative.
- B. The Public Works Department or city staff may request to be part of the Walk-Through or at any time the City deems it necessary.
 - 1. The City will assume that the Contractor will adhere to the schedule. The City must receive notification of changes at least 12 hours in advance of the scheduled time for performance of the work.
 - 2. Failure to notify the City of a schedule change and/or failure to perform an item of work on the scheduled day may result in a payment adjustment to reflect only the work actually accomplished.
 - 3. A monthly report, including an irrigation inspection report, based upon the schedule outlined in the Frequency Schedule and will be turned in at the monthly walk through meeting. Failure to submit this report at the time of

the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

- A. A monthly report, based upon the approved monthly schedule, and green waste recycling reports, will be turned in at the monthly walk through meeting. Failure to submit this report at the time of the monthly walk through meeting may result in a **\$200 Performance Deficiency Deduction per occurrence.**

SAFETY

Contractor shall conduct all operations performed under this Agreement in a manner that complies with all applicable federal, state, and local safety laws, rules, orders, and regulations, including but not limited to those set forth in the contract's General Terms and Conditions, as well as those set forth in these specifications.

REPORTING DAMANGE/MALFUNCTION/VANDALISM

Any damage to, or malfunction of, any irrigation systems, any facility not specifically stated in this Agreement shall be promptly reported to the Director. Contractors shall be responsible for reporting any vandalism/theft of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft and/or mysterious damages that do not result from the performance of the Contractors.

STORAGE FACILITIES

The City of Coachella shall not provide any storage facilities for the Contractors.

PLANT MAINTENANCE

- A. All plant material shall be maintained as needed to prevent obstruction as well as possible safety concerns to vehicles, pedestrians and/or the general public. Shrubs shall be maintained to create adequate line-of-sight vision for vehicles where applicable. All vegetation shall be maintained in such a manner as to eliminate over growth beyond its designated parameter and/or encroachment onto sidewalks or curbs. Keep plants located adjacent to sidewalks at a maximum height of three (3) feet and pruned back one (1) foot from edge of sidewalk.
- B. Dead material shall be pruned from plants as they occur. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one week, unless otherwise directed by the City and/or contract.

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- C. Plant material is to be pruned in a manner that is described as a two-step, naturalistic pruning procedure. The City may, at its own discretion, alter time lines or techniques, as the City deems necessary.
- D. The Contractor shall be responsible for replacing dead plant material, at no cost to the City, that dies 30 days from commencement of the contract and throughout the term of this contract due to neglect, lack of maintenance or improper care.
- E. It is the Contractor's responsibility to identify unacceptable plant material before inception of the contract. This will be accomplished during the mandatory acceptance walk through with the City representative(s) and the Contractor.

TREE MAINTENANCE

- A. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance fourteen feet from grade. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.
- B. The Contractor is only responsible for trees under fifteen feet in height for safety and sucker control only. Palm Trees under fifteen (15) feet in height are the responsibility of the contractor. All other tree pruning will be performed under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.
- C. In order to promote proper form, strength, health, and appearance consistent with their intended use, any tree pruning done at the request of the City shall be consistent with: the current and applicable International Society of Arboriculture (ISA) guidelines; American National Standards Institute (ANSI) standards, including but not limited to ANSI 300 (most current revision) and ANSI Z133 (most current revision); Chapters 12.24 (Street Trees) and 12.28 (Palm Trees) of Title 12 of the City of Coachella's Municipal Code.
- D. NO TOPPING OF TREES WILL BE ALLOWED.**
- E. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Contractor shall replace tree stakes within twenty-four (24) hours of receiving a corrective action notification from the City; failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected beyond deadline. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the tree.

- F. The Contractor shall remove their debris from pruning and tree maintenance the same working day as accumulated. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
- G. The Contractor shall be held responsible for any damages done to trees due to poor management procedures. The Contractor shall replace trees, at no cost to the City, that die 30 days after acceptance of the contract due to neglect, lack of maintenance, infestation or improper care. This does not include those trees identified on the mandatory walk with the City and the Contractor.
- H. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra Work to the Contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an Extra Work item.
- I. An 18" radius tree well will be maintained around the trunks of trees growing in turf or ground cover areas. Shrubs and/or shrub canopies shall not be permitted to encroach within 12" of tree trunks or root crowns. No weed eater shall be used around trees.

SHRUB MAINTENANCE

- A. Pruning
 - 1. Shrubs shall be pruned as required for safety, removal of broken and diseased branches, general containment, and appearance.
 - 2. All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters and the best health of the plant and/or as described in the Frequency Schedule; coordinate with City representative.
 - 3. Pruning shall be done with sharp pruning tools and no weed eaters.
 - 4. Prune shrubs to retain as much of the natural informal appearances as possible, consistent with intended use. Coordinate with City representative.
 - 5. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
 - 6. All pruning cuts shall be one quarter (1/4) inch above a node (bud). No projections or stubs shall be allowed to remain.
 - 7. Pruning shall be done to maintain a well-groomed, laced-out appearance, and encourage air movement through the shrub.
 - 8. Care shall be taken to prevent soil build-up around the crown of shrubs.
 - 9. Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
 - 10. Remove any spent blossoms or dead flower stalks as required to present a neat appearance.
 - 11. Shrubs and mounding shall not exceed 2 feet in height within areas required

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for vehicle sight distance depending upon roadway topography.

B. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the contractor's faulty maintenance or negligence, as determined by the City representative.

C. Pruning Schedule

Shrubs shall be pruned and trimmed as needed or as requested by the City's representative. Shrubs shall be pruned and trimmed using sound horticultural techniques. Shrubs shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, etc.) so as not to encroach on same. In addition, all shrubs shall be trimmed to maintain horizontal clearance along all walkways and trails to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

D. Fertilization

SEE **FERTILIZER APPLICATIONS** Section below.

E. Cultivation

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches.

F. Irrigation (Deep Soaking)

See **WATER MANAGEMENT** Section below.

TURF GRASS MAINTENANCE

A. General

1. Turf Grass Mowing:

- a. Contractor shall mow all turf grass with adequately sharpened reel or rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- b. The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping.
- c. All turf grasses to be cut at a two and one-half (2 1/2) inch height throughout the year.
- d. Turf grass mowing heights may be adjusted by the Public Works Director.
- e. All turf grass clippings shall be picked up and removed to a legal dumping site prior to vacating the work site after each mowing.
- f. Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.

- a. Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance. This mowing schedule shall be approved by the Public Works Director.
- b. All areas shall be mowed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per acre, per occurrence.
- c. Any alteration of the approved mowing schedule shall be submitted in writing to the Public Works Director for approval prior to implementation.

2. Turf Grass Edging and Trimming:

- a. Turf grass edging and trimming shall be performed once every week. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per field/site, per occurrence.
- b. Edging of turf grass shall be performed with a power edger containing a steel blade.
- c. All turf adjacent to sidewalks, curbs, mowing strips, shrub beds, where no improved surface exists, shall be edged in a neat uniform line.
- d. Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees shrubs, or any structures located within the turf grass area.
- e. In areas where there is no mow curb, a six (6) inch barren strip shall be provided, and maintained, between turf grass and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- f. Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
- g. All clippings shall be removed from the work site the same day work is performed and prior to a Contractor vacating the work site.
- h. After mowing and edging is completed, all adjacent walkways and gutters shall be swept clean.
- i. See **FERTILIZER APPLICATIONS** Section below.

3. Overseeding:

- a. Contractor shall be responsible for scalp and seed for winter, and seed for summer. Contractor shall comply with Section 5.05.010 of the City Coachella's Municipal Code. Coordinate with City representative; City to provide seed.

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GROUND COVER MAINTENANCE

A. General

1. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance, with neat uniform lines.
2. Remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach two-inch (2") height. Remove weeds by chemical or mechanical means as approved by City representative. See also **WEED CONTROL**, **PEST CONTROL**, and **HERBICIDES** Sections below.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Remove debris that accumulates on ground fixed lighting fixtures.
5. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.
6. Keep ground cover trimmed back from all drip line irrigations, controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up the trunk of trees, into shrubs, on structures or walls unless directed by the City representative. Keep trimmed back approximately 4 inches from structure or walls and two (2) inches from sidewalks, curbs, mow curbs, and walkways. Coordinate trimming around base of shrubs/trees with City representative.
7. Trimming of ground cover may be required around sprinklers to provide maximum irrigation coverage.
8. Bare soil area shall be cultivated a minimum of once per month and/or mulched as directed by the City representative (mulch will be supplied or paid for by the City).
9. All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the Contractor vacating the work site.
10. After edging or trimming, the Contractors shall sweep clean all adjacent sidewalks or gutters.
11. See **FERTILIZER APPLICATIONS** Section below.

WEED CONTROL

- A. Planters, gravel areas, sidewalks, curb and gutters, expansion joints, fence lines, drainage areas, bare areas, and around plants and trees shall be kept free of grass and weeds. This will be done on an as-needed basis.
- B. The Contractor shall perform weed removal and shall identify in their schedules approximate time frames for performing this function. Failure to adhere to this specification shall result in a **\$200 Performance Deficiency Deduction** per site for each day Deficiency remains uncorrected. Acceptable methods of control are: Annual weeds, mechanical and/or chemical methods. Perennial weeds such as Bermuda grass, nutsedge (species), bindweed, pennisetum grass shall be controlled with chemical means only.

- C. After weeds have been sprayed and removed, the Contractor shall rake or sweep the area removing any debris generated as a result of the weed control process.
- D. Chemical herbicide control is the responsibility of the Contractor. The Frequency Schedule outlines the minimum herbicide controls. If weed control has not been maintained as specified, the City may require additional herbicide applications at no additional cost to the City. Preventative weed control, such as pre-emergent herbicides and post-emergent herbicides is the responsibility of the Contractor. See also **PEST CONTROL** and **HERBICIDES** Sections below.

PEST CONTROL

General

The Contractor shall provide complete and continuous control and/or eradication of all plant pests at no extra cost, including: weeds; insects, mites, nematodes, and other invertebrates; gophers, squirrels, rats, mice, and other vertebrates; snails and slugs; pathogens and diseases.

Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies and host resistance.

The only exception to this is with regards to bees. The contractor will be responsible for reporting to the City any bee activity (swarms or hives) immediately.

All areas of the landscape shall be inspected for infestations of harmful pests. Leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted should be noted. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated; start preventative cultural methods before a pest is visible. Inspect new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. Control adult beetles before they lay eggs on bark in the spring. Ongoing inspections are necessary to determine if there is a summer brood. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails.

Pruning may be an effective prevention of an epidemic of insects and diseases. Removing infected parts and disposing of them off site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, and some other fungal caused blights of foliage. Proper thinning of

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tree foliage, to provide light and aeration for groundcover may aid in disease prevention. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut

Application of Pesticides

- A. Notification: City shall be notified prior to the application of pesticides and other chemicals. **THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE CITY.**
- B. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
- C. Irrigation: Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which area is capable of receiving without excessive runoff. Coordinate with City representative.
- D. Handling of Pesticides: The Contractor shall be responsible for the safe and proper application of all chemicals. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Food and Agricultural Code or EPA regulations.
- E. Equipment and Methods: Spray equipment shall be in good operating condition, quality, and design to efficiently apply materials to the target area. Drift will be minimizing by avoiding high pressure applications and using water soluble drift agents.
- F. Selection of Materials: Pesticides shall be selected from those materials which characteristically shall be used when possible to limit windblown particles. The use of adjuvant will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- G. Substitutions: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City representative.
Certification of Materials: All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the City representative.
- H. Licenses and Permits: The contractor shall obtain necessary permits and licenses to comply with the City, County, State or Federal laws for using pest control chemicals. All material use shall be in strict accordance and applied within the most current EPA regulations and the California Food and Agricultural Code.

1. The State of California Agricultural Code requires that ALL pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the City Public Works Department prior to chemical use. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 2. Application of all pesticides shall be made by or under the supervision of a person holding a valid license, permit, or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agriculture Code. Said person or company shall be registered to conduct a pest control business in the State of California and the County of Riverside during the entire term of this Agreement and any extension(s) thereof.
 3. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued by the County of Riverside Agricultural Commissioner.
- I. Use Reports: Contractor shall complete and furnish a pesticide application log to be submitted to the City at the monthly walk through. The log shall have the following information included:
1. The pest to be controlled
 2. Method of control
 3. Copies of the product labels
 4. MSDS Sheets
 5. A frequency schedule
 6. A copy of the PCA recommendation
- J. Material Use Reports: Pesticide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
- K. Plant Material Replacement: The Contractor will assume responsibility and liability of use of chemical controls, and shall be responsible for the replacement of any plants, turf, and trees killed or damaged by improper chemical applications.

Herbicides

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing with a copy forwarded to the City's representative prior to treatment.

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- A. All creeping grasses shall be kept out of shrubs and groundcovers.
- B. The Contractor shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made the turf should be well established and in a vigorous growth condition. All chemicals applied will be recorded and coordinated with the City's representative.
- C. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
- D. Grass weeds in lawns shall be controlled with selective post-emergence herbicides. Pre-emergent herbicide application shall be required to control crabgrass in all turf area. Scheduling for pre-emergence herbicide controls of weedy grass seeds shall be set forth in the FREQUENCY SCHEDULE.
- E. Weeds not killed with herbicides shall be removed manually. Turf and other desirable plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 7 calendar days after receiving notice from the City.
- F. See also **WEED CONTROL** and **PEST CONTROL** Sections above.

Insecticides/Fungicides

- A. The Contractor shall be responsible for the application of the appropriate chemical.
- B. The Contractor shall be responsible for the replacement of any plant, tree or turf area, at no cost to the City, if appropriate measures or actions were not taken to control and/or eradicate the problem.
- C. The City shall notify the Contractor in writing if the City has knowledge of any insect, fungus or disease problems. Preventive fungicides shall be applied as necessary.
- D. Insecticide and/or fungicide applications shall be recorded on the maintenance schedule and coordinated with the City's representative. See also **Application of Pesticides** above.

FERTILIZER APPLICATIONS

All landscape areas shall be fertilized at rates and intervals designated in the Frequency Schedule. This includes shrubs, ground covers, and turf. Equipment and labor to apply any fertilizer shall be included in the contract. The City is to supply the fertilizer materials. Compliance with fertilization specifications will be enforced by application inspections and periodic soil analysis. See also **LITTER CONTROL/DEBRIS REMOVAL** Section below.

- A. **SHRUBS & GROUND COVERS:** Contractor shall use a balanced fertilizer in shrub and ground cover areas as requested in the Frequency Schedule or as directed by the City's Representative. The Contractor is to provide the equipment and labor to apply the fertilizer as part of this contract.

- B. **TURF:** Apply fertilizers so as to provide sufficient nitrogen and other basic nutrients on a regular basis to keep turf in healthy looking condition or as directed by the City's representative. **Fertilizer will be applied as often as required to maintain deep green color at all times.** Type of turf and time of year will determine type of fertilizer used. The frequency of application will greatly depend on amount of leaching caused by excess use of water; this must be coordinated with City's representative. The type of fertilizer used and frequency applied will be recorded. Coordinate with City's representative.

LITTER CONTROL / DEBRIS REMOVAL

- A. Daily services, seven days a week; all litter will be picked up by 10 a.m. everyday at each median location as well as along Downtown 6th Street.
- a. This includes all debris discarded by the public during the use of the facility.
 - b. Pick up all areas including areas around trash enclosures, benches, in medians/planter bed areas. Remove all trash, litter and empty all trash cans.
 - c. Trash should be taken and deposited hauled away by Contractor or trash must be hauled off to an approved site. Trash in trash cans throughout parks must be emptied. If cans are overflowing, contractors shall empty debris into dumpsters (this includes debris on the ground and in the can). If trash and debris is dumped next to dumpster and enclosure, contractor shall try to put it into the dumpster, if there is no room, it shall be hauled off the site.
- B. The Contractor shall provide a general clean-up operation throughout the contracted area on a daily basis seven (7) days per week including holidays for the purpose of picking up papers, trash such as paper, cans, bottle, broken glass, dog droppings and any out-of-place or discarded items, hanging or broken tree branches, or other debris which may accumulate in the landscape areas, caused by winds or normal conditions. Failure to remove and dispose of debris deposited by winds or under normal conditions within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre for each day Deficiency remains uncorrected beyond deadline.
- C. The Contractor shall also regularly remove dried plant material, such as: fallen leaves, twigs, flowers, and seed pods, and; dried up and/or dead portions of trees, shrubs, vines, and ground cover at intervals set forth in the Frequency Schedule. Every effort shall be made to remove litter from all areas as early in the morning as possible, and no later than 10:00a.m.
- D. Contractor shall remove all debris resulting from Contractor's maintenance operations and dispose of it off-site in a legal manner, at Contractor's sole expense. Disposal of debris shall not be allowed in any City trashcan, bin or

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City facility (corporate yard or satellite yards) nor in any park refuse container unless other arrangements have been authorized by the City. Failure to remove and dispose of debris generated by Contractor's maintenance operations within twenty-four (24) hours shall result in a **\$200 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.

1. No debris will be all allowed to remain at the end of the workday.
 2. All surfaces will be raked or swept after litter and/or weeds are removed.
 3. All grass clippings shall be picked up after each mowing or trimming operation. If mulching mowers are used, all visible clippings must be removed in accordance with this specification. Failure to remove and dispose of debris shall result in **\$200.00 Performance Deficiency Deduction** per acre impacted for each day that Deficiency remains uncorrected beyond deadline.
 4. All debris must be separated into green waste, recyclables, and other waste to minimize contamination and be disposed of in the appropriate locations. Failure to separate and dispose of debris appropriately shall result in **\$200.00 Performance Deficiency Deduction** per occurrence. See also **GREEN WASTE** Section below.
 5. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot or wheelchair traffic during maintenance operations.
 6. All shrub areas not interplanted with ground cover will be raked clean a minimum of once a week or as directed by City representative.
- E. Contractor's operations shall comply with Chapter 13.16 (Stormwater Management) of the City's Municipal Code, including but not limited to Section 13.16.120 – *Compliance with General Permits*, and Section 13.16.130 – *Compliance with Best Management Practices (BMP's)*
1. Blowing of grass cuttings, debris, plant litter, fertilizers or other chemical granules, pellets, or dusts into public streets, gutters, or storm drain inlets is a violation of City's NPDES Permit, and shall result in a **\$200.00 Performance Deficiency Deduction** per site, per occurrence.
 2. Contractor shall be solely responsible for payment of any fines, or costs of any cleanup or enforcement action that may result from Contractor's failure to adhere to this specification.
- F. The contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff management training is a violation of Order No. R7-2008-0001, NPDES No. CAS 617002 (Municipal Separate Storm Sewer System NPDES Permit), Section f.-*Public Education and Outreach viii, Permittees' Employees*, for each day of which such failure occurs, and shall in addition, be a breach of the contract with the City of Coachella (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources

Control Board and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. **By submitting a proposal, the Contractor certifies to the City that he has trained his employees and subcontractors, if any, for Urban Runoff Management,** and included sufficient sums in his base compensation proposal amount to cover such costs of said training.

SIDEWALK / HARDSCAPE AREA CLEANING

Contractor shall maintain and clean any accumulated sand, gravel, grass and plant clippings or debris on all sidewalk and hardscape areas within the Landscape Area boundaries. All surfaces will be raked or swept after litter and/or weeds are removed. All hardscape surfaces will be maintained clean and free of debris by powerwashing when needed. This shall be performed on a continuous basis as needed. See Frequency Schedule.

RESURFACING AND RAKING OF DECOMPOSED GRANITE (DG)

- A. All work associated with the maintenance and repair of decomposed granite and gravel surfaces including: trails and planter areas.
- B. Rake, clean, repair or resurface DG/gravel surfaces using manual or machine assisted methods to achieve a smooth, level and uniform surface.
- C. DG/gravel areas will be uniformly covered and smooth, free of ruts, ridges, plant growth, and potholes.

RESURFACING AND RAKING OF WOOD CHIPS

- A. All work associated with the maintenance and repair of wood chip surfaces include playground areas.
- B. Rake, clean, evenly disperse wood chips using manual methods to achieve a smooth, level and uniform surface.
- C. All wood chip surfaces will be maintained free from weeds, debris or moisture.
- D. In the event of flooding that displaces wood chips, the displaced chips shall be gathered, cleaned of any unwanted material and redistributed to the playground area.

DRAINAGE FACILITIES

The Contractor shall be responsible for continual inspection of surface drains, V-ditches, located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate at the inlet to prevent proper flow of water. See also **LITTER CONTROL/DEBRIS REMOVAL** Section above.

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GREEN WASTE

The Contractor shall compost all appropriate green waste removed from City landscape areas at an approved facility where green waste is converted to a usable soil amendment. If any compost is used in the execution of the landscape maintenance contract, it must be from a facility that receives and composts City of Coachella green waste. Said products shall be approved by the Public Works Director or his designee before use. The Contractor shall submit verification of recycling City of Coachella green waste as part of the Contractor's monthly report.

EXTRA WORK

During the course of the contract period, additional services, labor and materials, beyond those specified in the contract may be required and performed on a time and material or unit price basis. Such work will be billed according to the Extra Work pricing schedule provided as part of this contract. The Contractor may notify the City of the need for Extra Work and/or the City may request Extra Work. The City will issue a Work Request form upon which the Contractor will provide estimated labor, material and/or unit price costs. The Contractor must have a signed work order from the Public Works Director or his designee before beginning work.

The Contractor shall provide twenty-four- (24) hour emergency service, with prompt correction or mitigation of emergency damage when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within one (1) hour. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at a rate of \$25.00 per hour. Work should be limited to the level required to mitigate an emergency and further repairs shall be completed during normal working hours. Extra work will be a separate item from normal contractual duties. The Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay these duties.

1. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:
 - A. Work will be executed under the direction of the Contractor's maintenance supervisor on a time and materials basis or an agreed lump sum price depending on the nature of the work.
 - B. When required by the City Representative, a written estimate of cost will be submitted for approval and issuance of a purchase order prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of said extra work from cost of other operations. The Contractor shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. The following procedure will govern such extra work:
 - C. City will issue work request for such extra work to be performed.
 - D. Extra work may include, but is not limited to, the following:

- a. Changing Light Fixtures
 - b. Changing light bulbs
 - c. Installing hardware
 - E. Repairs due to vandalism
 - F. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.
- Extra work must be approved by the City Representative in writing.**

GUARANTEE AND / OR REPLACEMENT POLICY

All new plant material and irrigation installation shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.

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EXHIBIT "B"

SCHEDULE OF SERVICES

Term: July 1, 2019-June 30, 2021

EXHIBIT "C"

COMPENSATION

Item By Location	MONTHLY AMOUNT	TOTAL ANNUAL AMOUNT	TOTAL TERM AMOUNT
Veterans Park	\$ 1,047	\$ 12,558	\$ 25,116
Dateland Park	1,308	15,695	31,389
Ave 53 Tot Lot Park	524	6,285	12,571
Library Park	1,653	19,835	39,670
Sierra Vista Park	780	9,360	18,719
Rancho De Oro Park	1,047	12,558	25,116
Shady Lane Park	651	7,810	15,620
Fire Station 79	195	2,343	4,686
Coachella Chamber	392	4,698	9,397
Senior Center	327	3,930	7,860
6 th /Cesar Chavez Park	852	10,228	20,455

- Total Per Month = \$8,775.00
- Total Annually - \$105,300.00
- Total Term NTE Amount - \$210,600.00 + 15% Contingency = \$242,190.00
- Any additional work requested will be as provided by the Contractor in the response to the proposal.

ITEM 13.a.



STAFF REPORT 3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Carlos Campos, City Attorney

SUBJECT: Ordinance No. 1137 An Ordinance of the City Council of the City of Coachella, California, Adding Chapter 2.26 to Title 2 and Amending Sections 2.28.040 and 2.32.010 of the Municipal Code Regarding Commission Requirements; Removing Non-Resident Appointee from Economic Development/Planning Sub-Committee (First Reading)

STAFF RECOMMENDATION:

1. It is recommended that the City Council introduce and waive further reading of Ordinance No. 1137: An Ordinance of the City Council of the City of Coachella, California, Adding Chapter 2.26 to Title 2 and Amending Sections 2.28.040 and 2.32.010 of the Municipal Code Regarding Commission Requirements.
2. It is recommended that the City Council remove the non-resident appointee from the Economic Development/Planning Sub-Committee.

BACKGROUND:

Recently, the City of Coachella (“City”) Council had discussions regarding City commissions including qualifications, appointment, and responsibilities. With that, the Council requested that current requirements including membership criteria be updated for both the Planning Commission and Parks and Recreation Commission. Additionally, the Council requested that the City’s Municipal Code be updated to include the general commission requirements in one location.

Of note, while there were discussions about Chapter 4.30 Utility Users Tax and its Citizens Oversight Committee, we are not providing revisions at this time. Chapter 4.30 was passed and approved by the City voters and thus we are not recommending updating Chapter 4.30.

Finally, the Council had discussions regarding the composition of Council subcommittees, including limiting subcommittees to Council members and City staff.

DISCUSSION:

In response to the Council’s direction, this Ordinance was drafted with their comments in mind and after a survey of other city municipal codes.

ITEM 13.a.

This Ordinance would add Chapter 2.26 – Commission Member Requirements to the City’s Municipal Code, providing the general requirements for commissions in one location. Additionally, this Ordinance would amend both Chapter 2.28 and Chapter 2.32 of the City’s Municipal Code.

A. Addition of Chapter 2.26 – Commission Member Requirements

Adding Chapter 2.26 would provide general commission requirements, including, but not limited to, the following:

- Section 2.26.020 Appointment
 - The Council sets the number of commission members.
 - The Mayor shall appoint commission members, with approval by the rest of the Council. Pursuant to Government Code section 40605, in general law cities with an elective Mayor like the City, the Mayor with the approval of the City Council shall make all appointments to commissions unless otherwise specifically provided by statute.
- Section 2.26.030 Qualifications
 - All commission members must be residents of the City and can serve on only one commission at any time.
 - The following are options that the Council could add to this section to further define the qualifications required of commission members:
 - No member of a commission shall hold public office.
 - No member of a commission shall be an employee of the city.
 - All members of commissions shall be registered voters.
 - In the event that any commission member shall place his or her name as a candidate or permit his or her name to be placed as a candidate for any elective office in the city, the term of said member shall automatically terminate effective on the date that his or her name is received by the public officer charged with the duty of receiving said names as candidates for elective office in the city.
- Section 2.26.040 Term
 - Commission members are appointed for four (4) year terms or less, unless a new commission is created and then members first appointed must be staggered.
- Section 2.26.050 Organization/Meetings
 - This section describes the organization of the commissions and requirements on holding meetings.
- Section 2.26.060 Purpose, power, and duties

ITEM 13.a.

- The Council sets the purpose, power, and duties for all commissions in the Code section specific to each and may set compensation for commission members by ordinance or resolution.
- Section 2.26.070 Removal of members
 - The Council may remove any commission member for any reason by a majority vote.
 - Commission members will be automatically removed if they miss three (3) consecutive meetings unexcused or fail to comply with certain ethics laws.

Otherwise, the addition of Chapter 2.26 to the Municipal Code streamlines general commission requirements in one location.

B. Amendment to Chapter 2.28 of the Municipal Code Related to the Parks and Recreation Commission

The amendment to Chapter 2.28 provides for the Parks and Recreation Commission to be composed of five (5) adults; four (4) City residents and the desert recreation district general manager or a designated representative. Additionally, one (1) member of the Council shall be a nonvoting, ex-official member of the commission. It also clarifies that the desert recreation district general manager or a designated representative shall serve as a commissioner without compensation.

C. Amendment to Chapter 2.32 of the Municipal Code Related to the Planning Commission

The amendment to Chapter 2.32 provides that any member of the Planning Commission must be a resident of the City and deletes certain language that is redundant with the new Chapter 2.26.

D. Removing Non-Resident from Economic Development/Planning Sub-Committee

Currently, a non-resident sits on the Council created Economic Development/Planning Sub-Committee. It is recommended that the Council remove non-resident appointee Mike Etheridge from the Economic Development/Planning Sub-Committee.

ALTERNATIVES:

1. Continue this item and provide staff with additional direction.

FISCAL IMPACTS

None.

ATTACHMENTS

1. Ordinance No. 1137: An Ordinance of the City Council of the City of Coachella, California, Adding Chapter 2.26 to Title 2 and Amending Sections 2.28.040 and 2.32.010 of the Municipal Code Regarding Commission Requirements (*Clean Version*)

ITEM 13.a.

2. Ordinance No. 1137: An Ordinance of the City Council of the City of Coachella, California, Adding Chapter 2.26 to Title 2 and Amending Sections 2.28.040 and 2.32.010 of the Municipal Code Regarding Commission Requirements (*Marked-Up Version*)

ORDINANCE NO. 2019 - _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF COACHELLA, CALIFORNIA,
ADDING CHAPTER 2.26 TO TITLE 2 AND
AMENDING SECTIONS 2.28.040 AND 2.32.010 OF
THE MUNICIPAL CODE REGARDING
COMMISSION REQUIREMENTS**

WHEREAS, the City of Coachella (“City”) maintains a number of commissions that advise the City Council; and

WHEREAS, the City desires to update the current requirements for these commissions; and

WHEREAS, this Ordinance will provide general requirements for commissions in one location of the City’s Municipal Code.

**THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:**

SECTION 1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Ordinance.

SECTION 2. Addition to Title 2 of the Coachella Municipal Code Related to Commission Requirements. Coachella Municipal Code Chapter 2.26 is hereby added to Title 2 of the Coachella Municipal Code to read as follows:

“Chapter 2.26 – Commission Member Requirements

2.26.010 – Definitions

A. “Commission” means a group of city council-appointed persons having limited legislative powers to make decisions or recommendations to the city council on city issues.

2.26.020 – Appointment

A. The number of members on each commission shall be set by the city council.

B. Unless otherwise provided by law, appointments to all commissions shall be made by the mayor, with approval by the city council, at open session of a regular or special city council meeting.

ITEM 13.a.

C. Members of the city council may be appointed by the majority of the city council to be nonvoting, ex-official members of a commission.

D. Interim vacancies shall be filled by appointment for the unexpired term of the member replaced.

2.26.030 – Qualifications

A. Unless otherwise specified in the code:

1. All members of commissions shall be residents of the city.

2. An individual may serve on only one commission at any time.

3. If a commission member ceases to meet the required qualifications, he or she shall be disqualified from being a member of that commission.

2.26.040 – Term

A. Members of commissions shall be appointed for four year terms or less. The term of each commission member shall expire on December 31st of the year that occurs no more than four years after the date of the appointment.

B. For a newly established commission, members first appointed shall be made on a staggered-term basis.

2.26.050 – Organization/Meetings

A. Unless otherwise provided in the code:

1. Each January, commissions will organize and elect a chairperson and vice-chairperson from their membership for a one-year term. In the chairperson's or vice-chairperson's absence or disability, the commission may designate a chairperson or vice-chairperson pro tempore. Vacancies in either the chairperson or vice-chairperson position occurring prior to January may be filled as in the first instance, and a new chairperson or vice chairperson may be chosen at any time by majority vote of all members of the commission.

2. Regular meetings may be held on a day and time established by the commission and may be amended from time to time.

3. Each commission shall follow such rules and regulation established by the city council for the conduct of its business.
4. Special meetings may be called by the chairperson or a majority of the commission in accordance with state law.
5. The city manager shall designate an ex-officio staff person to serve as secretary and custodian of records who will not have a vote.
6. Minutes must be kept of all meetings and the secretary will deliver copies of minutes to the city manager and city clerk for filing and distribution to commission members.
7. A quorum shall be a majority of the commission.

2.26.060 – Purpose, power, and duties

- A. The purpose, powers and duties of all commissions are determined by the city council and set forth in the code section specific to each. From time to time, the city council may expand or retract powers and duties either temporarily or permanently and may, by ordinance or resolution, amend any chapter or section of this code.
- B. Compensation for commissions shall be as set by ordinance or resolution of the city council.

2.26.070 – Removal of members

- A. Unless otherwise specified in the code:
 1. A member of any commission may be removed at any time, with or without cause, by a majority vote of the city council. Such removal must be announced at a public meeting of the city council.
 2. If a commission member fails to attend three (3) consecutive meetings, unless excused for cause by the commission chairperson, that member's office is deemed vacant and the member's term ended. It shall be the responsibility of the chairperson to report attendance at each meeting of the commission to the city clerk.
 3. Members will also be automatically removed for violating the Political Reform Act of 1974 as determined by the appropriate agency with authority to render such decisions or failing to comply

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with mandatory ethics training or conflict-of-interest filings required by the state or the city.

SECTION 3. Amendment to Chapter 2.28 of the Municipal Code Related to the Parks and Recreation Commission. Section 2.28.040, subsection A, of Chapter 2.28 of the Coachella Municipal Code is hereby amended to read as follows:

“2.28.040 – Membership

Membership of this commission shall be as follows:

A. The total membership of the commission shall be made up of five adults in the following manner:

i. Four adult resident community members to serve without compensation;

ii. The desert recreation district general manager or a designated representative shall serve as a commissioner without compensation;

iii. One member of the city council shall be a nonvoting, ex-official member of the commission.”

SECTION 4. Amendment to Chapter 2.32 of the Municipal Code Related to the Planning Commission. Section 2.32.010 of Chapter 2.32 of the Coachella Municipal Code is hereby amended to read as follows:

“2.32.010 – Commission created-Membership

A city planning commission is created. The city planning commission shall consist of five regular members and one alternate member. Members of the planning commission shall be residents of the city.”

SECTION 5. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council

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hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. Publication/Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once, in a newspaper of general circulation, published and circulated in the City of Coachella, California. This Ordinance of the City of Coachella shall be effective thirty (30) days after the date of its passage.

PASSED, APPROVED, AND ADOPTED this ____ of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos Campos, Best Best & Krieger LLP
City Attorney

ORDINANCE NO. 2019 - _____

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF COACHELLA, CALIFORNIA,
ADDING CHAPTER 2.26 TO TITLE 2 AND
AMENDING SECTIONS 2.28.040 AND 2.32.010 OF
THE MUNICIPAL CODE REGARDING
COMMISSION REQUIREMENTS**

WHEREAS, the City of Coachella (“City”) maintains a number of commissions that advise the City Council; and

WHEREAS, the City desires to update the current requirements for these commissions; and

WHEREAS, this Ordinance will provide general requirements for commissions in one location of the City’s Municipal Code.

**THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:**

SECTION 1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Ordinance.

SECTION 2. Addition to Title 2 of the Coachella Municipal Code Related to Commission Requirements. Coachella Municipal Code Chapter 2.26 is hereby added to Title 2 of the Coachella Municipal Code to read as follows:

“Chapter 2.26 – Commission Member Requirements

2.26.010 – Definitions

A. “Commission” means a group of city council-appointed persons having limited legislative powers to make decisions or recommendations to the city council on city issues.

2.26.020 – Appointment

A. The number of members on each commission shall be set by the city council.

B. Unless otherwise provided by law, appointments to all commissions shall be made by the mayor, with approval by the city council, at open session of a regular or special city council meeting.

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C. Members of the city council may be appointed by the majority of the city council to be nonvoting, ex-official members of a commission.

D. Interim vacancies shall be filled by appointment for the unexpired term of the member replaced.

2.26.030 – Qualifications

A. Unless otherwise specified in the code:

1. All members of commissions shall be residents of the city.

2. An individual may serve on only one commission at any time.

3. If a commission member ceases to meet the required qualifications, he or she shall be disqualified from being a member of that commission.

2.26.040 – Term

A. Members of commissions shall be appointed for four year terms or less. The term of each commission member shall expire on December 31st of the year that occurs no more than four years after the date of the appointment.

B. For a newly established commission, members first appointed shall be made on a staggered-term basis.

2.26.050 – Organization/Meetings

A. Unless otherwise provided in the code:

1. Each January, commissions will organize and elect a chairperson and vice-chairperson from their membership for a one-year term. In the chairperson's or vice-chairperson's absence or disability, the commission may designate a chairperson or vice-chairperson pro tempore. Vacancies in either the chairperson or vice-chairperson position occurring prior to January may be filled as in the first instance, and a new chairperson or vice chairperson may be chosen at any time by majority vote of all members of the commission.

2. Regular meetings may be held on a day and time established by the commission and may be amended from time to time.

3. Each commission shall follow such rules and regulation established by the city council for the conduct of its business.
4. Special meetings may be called by the chairperson or a majority of the commission in accordance with state law.
5. The city manager shall designate an ex-officio staff person to serve as secretary and custodian of records who will not have a vote.
6. Minutes must be kept of all meetings and the secretary will deliver copies of minutes to the city manager and city clerk for filing and distribution to commission members.
7. A quorum shall be a majority of the commission.

2.26.060 – Purpose, power, and duties

- A. The purpose, powers and duties of all commissions are determined by the city council and set forth in the code section specific to each. From time to time, the city council may expand or retract powers and duties either temporarily or permanently and may, by ordinance or resolution, amend any chapter or section of this code.
- B. Compensation for commissions shall be as set by ordinance or resolution of the city council.

2.26.070 – Removal of members

- A. Unless otherwise specified in the code:
 1. A member of any commission may be removed at any time, with or without cause, by a majority vote of the city council. Such removal must be announced at a public meeting of the city council.
 2. If a commission member fails to attend three (3) consecutive meetings, unless excused for cause by the commission chairperson, that member's office is deemed vacant and the member's term ended. It shall be the responsibility of the chairperson to report attendance at each meeting of the commission to the city clerk.
 3. Members will also be automatically removed for violating the Political Reform Act of 1974 as determined by the appropriate agency with authority to render such decisions or failing to comply

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with mandatory ethics training or conflict-of-interest filings required by the state or the city.

SECTION 3. Amendment to Chapter 2.28 of the Municipal Code Related to the Parks and Recreation Commission. Section 2.28.040, subsection A, of Chapter 2.28 of the Coachella Municipal Code is hereby amended to read as follows:

“2.28.040 – Membership

Membership of this commission shall be as follows:

A. The total membership of the commission shall be made up of five adults in the following manner:

i. ~~Three~~ Four adult resident community members ~~appointed by the city council~~ to serve without compensation;

~~ii~~ iii. ~~The One member of the city council shall appoint a member of the city council to serve as a commissioner~~ be a nonvoting, ex-official member of the commission;

~~iii~~ ii. The desert recreation district general manager or a designated representative shall serve as a commissioner without compensation;”

SECTION 4. Amendment to Chapter 2.32 of the Municipal Code Related to the Planning Commission. Section 2.32.010 of Chapter 2.32 of the Coachella Municipal Code is hereby amended to read as follows:

“2.32.010 – Commission created-Membership

A city planning commission is created. The city planning commission shall consist of five regular members and one alternate member, ~~each of whom shall be appointed by the mayor with the approval of the council.~~ Members of the planning commission ~~may~~ shall be residents of the city ~~or business persons in the community who do not reside in the city. All members of the city council shall be nonvoting, ex-official members of the commission.~~”

SECTION 5. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or

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unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. Publication/Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once, in a newspaper of general circulation, published and circulated in the City of Coachella, California. This Ordinance of the City of Coachella shall be effective thirty (30) days after the date of its passage.

PASSED, APPROVED, AND ADOPTED this ____ of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez, Mayor
City of Coachella

ATTEST:

Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos Campos, Best Best & Krieger LLP
City Attorney

ITEM 13.b.



STAFF REPORT 3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Gabriel Martin, Economic Development Manager

SUBJECT: Resolution No. 2019-15, a Resolution of the City Council of the City of Coachella, California Regarding Authorizing the Implementation of the Cannabis Social Equity Program and Adopt a Zero-Dollar Fee for Program Participants

STAFF RECOMMENDATION:

1. Staff recommends the adoption of Resolution No. 2019-15 authorizing the implementation of the Cannabis Social Equity Program and Adopt a Zero-Dollar Fee for Program Participants (Attachment A).
2. Staff recommends that the City apply for the Bureau of Cannabis Control's Local Equity Grant (Attachment B).

BACKGROUND:

Staff recommends that the City develop and implement a social equity program that will reduce the barriers of entry and participation for applicants and businesses that have been negatively impacted by the disproportionate law enforcement of cannabis related criminalization by providing them access to cannabis business development resources and small business support services. Staff recommends the City apply for grant funding authorized by The California Cannabis Equity Act of 2018 established by Senate Bill 1294. The Equity Act allows for direct assistance to local jurisdictions' commercial cannabis equity programs that provide assistance to local equity applicants or local equity licensees

DISCUSSION/ANALYSIS:

The Bureau has been appropriated ten million dollars (\$10,000,000) for these grants to be distributed no later than June 30, 2019. All applicants that meet the eligibility requirements for grant funding will received a minimum grant of one-hundred thousand dollars (\$100,000), unless a lesser amount is requested. After the minimum grant funds are subtracted from the total amount of appropriated funds, the remaining funds will be dispersed as described below. The percentage of state commercial cannabis licensees for each local jurisdiction applicant will be calculated by determining the total number of valid state commercial cannabis licenses issued within the local jurisdiction, and the local jurisdiction's percentage of the total state commercial cannabis licensees on March 1, 2019, for all local jurisdictions applying for grant funds. Each local equity program will receive the percentage of remaining funds equivalent to the percentage of state

ITEM 13.b.

commercial cannabis licenses within the local jurisdiction up to the amount of grant funds requested. If additional funds remain, the Bureau may disperse these funds to local equity programs that received less than the amount of grant funds that the local equity program requested.

An example of the calculation follows:

$$\frac{1,500 \text{ state licensees issued in the local jurisdiction}}{5,000 \text{ total number of state issued licenses in all jurisdictions applying for grant funding}} = 30\%$$

Application Timeline:

The Equity Act grant funding application process will be conducted through an online portal. The portal is accessible from March 1, 2019, through April 1, 2019.

Event	Date
NOFA Release	March 1, 2019
On-line Portal Open for Application Submission	March 1, 2019
Deadline for Application Submission	April 1, 2019
Grant Award Notification Period	April 1 – May 1, 2019
Distribution of Grant Funds Period	April 1 – June 30, 2019

Program Description:

- The Program is proposed as a two-year pilot program contingent on funding authorized by the California Cannabis Equity Act of 2018.
- The initial pilot program will offer an income-contingent fee waiver for cannabis permitting fees and State/City regulatory compliance.
- The pilot program may be revised and modified upon City Council direction.
- The goal of cannabis social equity is to recognize and address the impact cannabis criminalization enforcement policies have had on low income communities and individuals.

Recently, other California cities have adopted similar cannabis equity ordinances and programs, which include Los Angeles, San Francisco, Sacramento, Oakland, and Palm Springs. The proposed Resolution would be effective March 28, 2019.

ALTERNATIVES:

1. Not adopt Resolution No. 2019-15 authorizing the implementation of the Cannabis Social Equity Program and Adopt a Zero-Dollar Fee for Program Participants.

ITEM 13.b.

FISCAL IMPACT:

The implementation of the Social Equity Program is contingent on being awarded the Bureau of Cannabis Control's Local Equity Grant from the State of California.

ATTACHMENT(S):

- Resolution No. 2019-15 authorizing the implementation of the Cannabis Social Equity Program and Adopt a Zero-Dollar Fee for Program Participants (Attachment A).
- Bureau of Cannabis Control's Local Equity Grant (Attachment B).

RESOLUTION NO. 2019-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA REGARDING AUTHORIZING THE IMPLEMENTATION OF THE CANNABIS SOCIAL EQUITY PROGRAM AND ADOPT A ZERO-DOLLAR FEE FOR PROGRAM PARTICIPANTS

WHEREAS, on January 27, 2016, the City Council passed and adopted Ordinance No. 1083, which established a regulatory permit process for medical cannabis cultivation, manufacturing, distribution, testing and transportation facilities; and

WHEREAS, on November 8, 2016, the People of the City of Coachella passed, approved and adopted Ordinance No. 1101 “Measure II”, which established a tax on cannabis business operations within the City of Coachella; and

WHEREAS, on November 9, 2016, California voters approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”); and

WHEREAS, on April 26, 2017, the City Council passed and adopted Ordinance No. 1103, which established amendments to the City’s municipal code and regulations for the industrial park overlay zone; and

WHEREAS, on June 27, 2017, Senate Bill 94, signed by the Governor, reconciled the standards for medical marijuana with the standards for adult-use cannabis activity under a single law, entitled Medical and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”); and

WHEREAS, on July 12, 2017, the City Council passed and adopted Ordinance No. 1108 and 1109, which established amendments to the City’s municipal code and regulations to allow commercial cannabis activity zoning and regulatory permits; and

WHEREAS, on February 14, 2018, the City Council passed and adopted Ordinance No. 1115, which established and regulated the retail cannabis overlay zone; and

WHEREAS, Staff has developed the attached, Cannabis Social Equity Program (“Program”), set forth in (“Exhibit A”). The Program is designed to assist individuals who have been negatively impacted by the disproportionate enforcement of cannabis-related crimes by providing them assistance and opportunity to participate in the cannabis industry; and

WHEREAS, the Program will contribute to the City cannabis tax revenue and support the revitalization of neighborhoods and new businesses development through the reinvestment of funds and the establishment of business owned by Program participants.

WHEREAS, the Program will have access to various resources and support for the development of cannabis-related business plans, workforce development and business education, job training, mentoring, technical assistance, regulatory compliance, priority processing of Program applicants permit applications, and assistance with the expungement of criminal

ITEM 13.b.

records; and

WHEREAS, Program participants will benefit from a zero-dollar fee for cannabis permit fees, The City may set fees at less at less than full recovery to ensure program access and viability;

WHEREAS, the Program may be revised at the direction of the City Council and will be contingent on grant funding authorized by the California Equity Act of 2018; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. Incorporation of Recitals. The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. This resolution establishes and adopts the two-year pilot Cannabis Social Equity Program (“Exhibit A”).

Section 3. City staff will continue to monitor and evaluate the Program to address any disparate, negative impacts of cannabis-related regulations and enforcement within the City of Coachella.

Section 4. The City Manager, or the City Manager’s designee, is authorized to select a vendor to facilitate the Program on behalf of the City through the City’s competitive selection process in accordance with the City Municipal Code.

Section 5. The City Manager, or the City Manager's designee, is authorized to make amendments that are not substantive to the Program. Substantive amendments must be approved by resolution of the City Council.

Section 6. The fee for cannabis business permits for qualified Program participants shall be zero dollars (\$0). This fee shall expire upon the expiration of the Program.

Section 7. Excess revenue from cannabis-related business operations tax shall be utilized to recover the associated cost of processing business permits for qualified Program participants by the City.

Section 8. Exhibit A is part of this resolution.

Section 9. The resolution shall be effective on March 28, 2019.

ITEM 13.b.

PASSED, APPROVED and ADOPTED this 27th day of March 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

ITEM 13.b.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2019-15 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of March, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

Exhibit A



CITY OF COACHELLA

Cannabis Social Equity Program

The City of Coachella will establish a pilot social equity program dedicated to aiding individuals and businesses that were negatively or disproportionately impacted by cannabis criminalization within the City of Coachella. The goal of the program will be to allow participants to gain entry and successfully operate in the State of California's regulated cannabis marketplace and economy.

Office of the City Manager

3/20/2019

CITY OF COACHELLA

CANNABIS SOCIAL EQUITY PROGRAM

1. PROGRAM PURPOSE:

The Cannabis Social Equity Program ("Program") will reduce the barriers of entry and participation for applicants and businesses that have been negatively impacted by the disproportionate law enforcement of cannabis related criminalization by providing them access to cannabis business development resources and small business support services. This program will make a cognizant effort to provide technical assistance and services to those persons from economically disadvantaged communities that experienced high rates of poverty or communities most harmed by cannabis prohibition, regardless of economic status, gender, racial, cultural background and criminal history. Although City of Coachella funding for the Program shall expire in two years from the date of adoption, the Program's definition, eligibility, processing, benefits, features and functions shall remain intact as policy.

2. REVIEW PROCESS:

The City Manger or their designee shall review and approve all Program applications that meet the eligibility requirements described in Section 3 below. If an application is denied, that applicant may appeal to the City for further evaluation and a final determination.

3. PROGRAM ELIGIBILITY:

An applicant must provide documentation, as described in Section X below that sufficiently demonstrates that the applicant satisfies any one of the following Classifications:

- a. **Individuals:** An individual that is eligible to participate in the Program must be lawfully able to work in the United States and be Twenty-One (21) years of age or older. They must satisfy a Classification below as well:
 - i. **Classification 1.** A current or former resident of the City of Coachella who previously resided or currently resides in a low-income household and was either: a) arrested or convicted for a cannabis related crime in the City of Coachella between the years of 1980 and 2011; or is b) an immediate family member of an individual in subsection a of Classification 1 or Classification 2.
 - ii. **Classification 2.** A current or former resident of the City of Coachella who has lived in a low-income household for at least five (5) years, between the years of 1908 and 2018. Annual family income must be at or below 80 percent of the Area Median Income (AMI) and net worth below \$250,000.

- b. **Businesses:** A cannabis business that is eligible to participate must provide a description of a statutory entity or business form that will serve as the legal structure for the applicant and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement and fictitious business name statement. They must satisfy a Classification below as well:
- i. **Classification 3.** A cannabis business with not less than 51% ownership by individuals meeting Classification 1 or 2 criteria that their business resides within the City of Coachella. If no such individual exists, individuals meeting Classification 1 or 2 criteria from other applicable areas may be utilized.
 - ii. **Classification 4.** A Cannabis Incubator Business or a Cannabis Social Enterprise with not less than 51% ownership by individuals meeting Classification 1 or 2 criteria.

4. DOCUMENTATION AND REVIEW:

An applicant shall provide the following with its application for the Program, in addition to any other documentation that the City of Coachella deems necessary to determine the applicant's eligibility:

- a. **Proof of Income.** Proof of income shall be supported with federal and state tax returns and at least one of the following documents from the last five (5) years: two months of pay stubs; proof of current eligibility for General Assistance, food stamps, Medi-Cal/CalWORKs, supplemental security income, or social security disability, or similar documentation.
- b. **Proof of residency.** Proof of residency shall be supported by a minimum of two of the following documents: California driver's or identification card records, property tax billings and payments, signed rental agreement, verified copies of state or federal tax returns with an address in the geographic area of the city of Coachella, school records, medical records, banking records, Coachella Housing Authority records, or utility, cable, or internet company billing and payment records.
- c. **Proof of arrest or conviction of a cannabis related crime.** Proof of an arrest or conviction of a cannabis related crime shall be demonstrated by federal or state court records indicating the disposition of the criminal matter, records expungement documentation, or any other applicable law enforcement record.

5. PARTICIPANT BENEFITS:

General program benefits may include but are not limited to: business plan development, business mentoring, assistance securing capital, business needs assessment, loan readiness assessment, market assessment, data and research strategies and support, assistance with establishing a legal entity, assistance with criminal records expungement, lease negotiation assistance, small business legal considerations, mentoring, fiscal management, marketing/social media, technical training, employee training, and regulatory compliance. The City will also work with local partners and stakeholders to develop a workforce development educational program to assist with a creation of a well-trained, qualified and diverse workforce, including transitional workers. A program participant shall be entitled to receive the following benefits based on eligibility:

- i. All business support services offered under the program;
- ii. The City will provide priority processing of the participant's cannabis related business and conditional use permit;
- iii. The City will waive all fees associated with participants cannabis related business permit;
- iv. The City shall provide assistance with State and City regulatory compliance.

6. CONDITION ON CANNABIS BUSINESS OPERATION PERMIT:

Program participants are required to continue, maintain, and carry out their respective eligibility requirements through the term of their respective cannabis business operations permit. Compliance with this section 6 shall be a condition of participants respective cannabis business operations permit, such that failure to comply with this section 6 shall be grounds to deny, suspend, or revoke such cannabis business operations permit pursuant to City of Coachella Municipal Code.

7. PROGRAM MONITORING AND REPORTING:

The Office of the City Manager shall provide bi-annually updates to the City Council on the status of the Program, including number of participants, participant success measured by the number of participants either ready to obtain or that have obtained a cannabis business operating permit. The City will reevaluate and update the Program when data becomes available or known to it that may expand the eligibility and benefits of the program; including, but not limited to, an analysis of disproportionate impacts within census tracts. Additionally, the report should include an evaluation of any ongoing barriers to entry and participation, any reevaluations of the Program, and recommend solutions as needed to advance equity and accomplish the City of Coachella's goals, which, includes achieving 50 percent of all cannabis business permits awarded to Program participants.

8. DEFINITIONS:

- a) "Eligible local jurisdiction" means a local jurisdiction that has adopted or operates a local equity program.
- b) "Local equity applicant" means an applicant who has submitted, or will submit, an application to a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction's local equity program.
- c) "Local equity licensee" means a person who has obtained a license from a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction's local equity program.
- d) "Local equity program" means a program adopted or operated by a local jurisdiction that focuses on inclusion and support of individuals and communities in California's cannabis industry who are linked to populations or neighborhoods that were negatively or disproportionately impacted by cannabis criminalization.
- e) "Local jurisdiction" means a city, county, or city and county.
- f) "State commercial cannabis license" means a license issued pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act by the Bureau, the California Department of Public Health, or the California Department of Food and Agriculture.
- g) "Transitional worker" means a person who, at the time of starting employment at the business premises, resides in a ZIP Code or census track area with higher than average unemployment, crime, or child death rates, and faces at least one of the following barriers to employment: (1) is homeless; (2) is a custodial single parent; (3) is receiving public assistance; (4) lacks a GED or high school diploma; (5) has a criminal record or other involvement with the criminal justice system; (6) suffers from chronic unemployment; (7) is emancipated from the foster care system; (8) is a veteran; or (9) is over 65 years of age and is financially compromised.

LOCAL EQUITY GRANT PROGRAM
PROGRAM GUIDELINES



March 2019

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The Bureau of Cannabis Control (Bureau) is pleased to announce the availability of funding authorized by The California Cannabis Equity Act of 2018 (Equity Act) established by Senate Bill 1294 (Bradford 2018). The Equity Act allows for direct assistance to local jurisdictions' commercial cannabis equity programs that provide assistance to local equity applicants or local equity licensees.

Available Funding

The Bureau has been appropriated ten million dollars (\$10,000,000) for these grants to be distributed no later than June 30, 2019. All applicants that meet the eligibility requirements for grant funding will received a minimum grant of one-hundred thousand dollars (\$100,000), unless a lesser amount is requested. After the minimum grant funds are subtracted from the total amount of appropriated funds, the remaining funds will be dispersed as described below.

The percentage of state commercial cannabis licensees for each local jurisdiction applicant will be calculated by determining the total number of valid state commercial cannabis licenses issued within the local jurisdiction, and the local jurisdiction's percentage of the total state commercial cannabis licensees on March 1, 2019, for all local jurisdictions applying for grant funds. Each local equity program will receive the percentage of remaining funds equivalent to the percentage of state commercial cannabis licenses within the local jurisdiction up to the amount of grant funds requested. If additional funds remain, the Bureau may disperse these funds to local equity programs that received less than the amount of grant funds that the local equity program requested.

An example of the calculation follows:

$$\frac{1,500 \text{ state licensees issued in the local jurisdiction}}{5,000 \text{ total number of state issued licenses in all jurisdictions applying for grant funding}} = 30\%$$

Definitions

- (a) "Eligible local jurisdiction" means a local jurisdiction that has adopted or operates a local equity program.
- (b) "Local equity applicant" means an applicant who has submitted, or will submit, an application to a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction's local equity program.
- (c) "Local equity licensee" means a person who has obtained a license from a local jurisdiction to engage in commercial cannabis activity within the jurisdictional boundaries of that jurisdiction and who meets the requirements of that jurisdiction's local equity program.
- (d) "Local equity program" means a program adopted or operated by a local jurisdiction that focuses on inclusion and support of individuals and communities in California's cannabis industry who are linked to populations or neighborhoods that were negatively or disproportionately impacted by cannabis criminalization. Local equity programs may include, but are not limited to, the following types of services:
 - (1) Small business support services offering technical assistance to those persons from economically disadvantaged communities that experience high rates of poverty or communities most harmed by cannabis prohibition, determined by historically high rates of arrests or convictions for cannabis law violations.
 - (2) Tiered fees or fee waivers for cannabis-related permits and licenses.
 - (3) Assistance in paying state regulatory and licensing fees.
 - (4) Assistance securing business locations prior to or during the application process.
 - (5) Assistance securing capital investments.

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(6) Assistance with regulatory compliance.

(7) Assistance in recruitment, training, and retention of a qualified and diverse workforce, including transitional workers.

(e) “Local jurisdiction” means a city, county, or city and county.

(f) “State commercial cannabis license” means a license issued pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act by the Bureau, the California Department of Public Health, or the California Department of Food and Agriculture.

(g) “Transitional worker” means a person who, at the time of starting employment at the business premises, resides in a ZIP Code or census tract area with higher than average unemployment, crime, or child death rates, and faces at least one of the following barriers to employment: (1) is homeless; (2) is a custodial single parent; (3) is receiving public assistance; (4) lacks a GED or high school diploma; (5) has a criminal record or other involvement with the criminal justice system; (6) suffers from chronic unemployment; (7) is emancipated from the foster care system; (8) is a veteran; or (9) is over 65 years of age and is financially compromised.

Application Timeline

The Equity Act grant funding application process will be conducted through an online portal. The portal is accessible from March 1, 2019, through April 1, 2019.

Event	Date
NOFA Release	March 1, 2019
On-line Portal Open for Application Submission	March 1, 2019
Deadline for Application Submission	April 1, 2019
Grant Award Notification Period	April 1 – May 1, 2019
Distribution of Grant Funds Period	April 1 – June 30, 2019

Application Submission Process

All applications must be completed and submitted electronically through an online portal which can be found at https://www.dca.ca.gov/webapps/bcc/equity_grant_app.php. The application does not have a save feature to allow partial completion and submission at a later time. Once the application is successfully submitted, the applicant will receive a confirmation email that includes a copy of the data submitted with the application, a tracking number, and a list of required documents that must be submitted to the Bureau. The applicant must reply to the email and attach all of the required documents on the list for the application to be deemed complete.

Eligible Applicants

Local jurisdictions must meet the definition of eligible local jurisdiction and the following criteria to receive grant funds:

(a) Whether the local jurisdiction has adopted or operates a local equity program;

(b) Whether the local jurisdiction has identified a local equity applicant or a local equity licensee that the local jurisdiction could assist through use of grant funding;

(c) Whether the local jurisdiction has demonstrated the ability to provide, or created a plan to provide, services; and

(d) The number of existing and potential local equity applicants and local equity licensees in the local jurisdiction.

(Business and Professions Code section 26244.)

Eligible Uses

Grant funds are for the purpose of assisting local equity applicants and local equity licensees in that local jurisdiction to gain entry to, and to successfully operate in, the state's regulated cannabis marketplace.

Assistance and services that grant funds may be used for including, but are not limited to:

- (1) Providing a loan or a grant to a local equity applicant or local equity licensee to assist the applicant or licensee with startup and ongoing costs. For purposes of this paragraph, "startup and ongoing costs" include, but are not limited to, rent, leases, local and state application and licensing fees, regulatory adherence, testing of cannabis, equipment, capital improvements, and training and retention of a qualified and diverse workforce.
- (2) Supporting local equity program efforts to provide sources of capital to local equity applicants and local equity licensees.
- (3) Providing direct technical assistance to local equity applicants and local equity licensees.
- (4) Assisting in the administration of local equity programs.
- (5) Providing small business support services offering technical assistance to those persons from economically disadvantaged communities that experience high rates of poverty or communities most harmed by cannabis prohibition, determined by historically high rates of arrests or convictions for cannabis law violations.
- (3) Tiered fees or fee waivers for cannabis-related permits and licenses.
- (4) Assistance in paying state regulatory and licensing fees.
- (5) Assistance securing business locations prior to or during the application process.
- (6) Assistance securing capital investments.
- (7) Assistance with regulatory compliance.
- (8) Assistance in recruitment, training, and retention of a qualified and diverse workforce, including transitional workers.

No more than 10 percent of the grant funds may be used for administration, including employing staff or hiring consultants to administer the local equity program.

Award Process

Once applications have been reviewed and a funding determination has been made by the Bureau, an award letter and standard agreement will be sent to the applicant directed to the person who submitted the application on behalf of the local jurisdiction.

To receive grant funding, a resolution is required from the local jurisdiction's governing body authorizing the applicant to enter into the standard agreement with the Bureau and designating by title the person who is authorized to sign the agreement on behalf of the local jurisdiction. Once notified of selection, it is important that the applicant place a resolution request on the local board or council agenda immediately to avoid funding delays. A sample resolution is provided with this guidance. The resolution must contain all of the components found in the sample resolution.

After the resolution has been adopted and the standard agreement has been signed, the applicant must submit the resolution and standard agreement to the Bureau. The Bureau will then distribute the funds which will be issued directly to the local jurisdiction in one disbursement.

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If an applicant selected for funding fails to provide the executed standard agreement provided by the Bureau and the required resolution by the date indicated by the Bureau, the Bureau in its sole discretion may determine that the applicant is no longer eligible for the grant funds.

The Bureau's determination as to eligibility for grant funding, or the amount of grant funding awarded, is not subject to appeal.

Applicants selected for funding will be required to be in compliance with the Drug-Free Workplace Certification and Nondiscrimination Compliance Statement as required by the Bureau.

All grant funds must be used within one year of the date of the funds are disbursed. The Bureau may require that any funds not expended within the one-year period be returned to the Bureau.

Documentation and Reporting Requirements

Recipients of grant funding must be able to demonstrate that the grant funds were expended for eligible uses and consistent with the activities identified in their application. The Bureau may require the grant fund recipient to return to the Bureau any funds not expended as required. In addition to the annual reporting requirements below, reporting requirements include contract expenditures and requirements contained in the standard agreement.

As required by Business and Professions Code section 26244, a local jurisdiction awarded grant funds in 2019 shall submit an annual report to the Bureau on or before January 1, 2020, and annually thereafter for each year that grant funds are expended. At a minimum, the annual report to the Bureau shall include all of the following information:

- (1) How the local jurisdiction disbursed grant funds;
- (2) How the local jurisdiction identified local equity applicants or local equity licensees, including how the local jurisdiction determines who qualifies as a local equity applicant or local equity licensee;
- (3) The number of local equity applicants and local equity licensees that were served by the grant funds;
- (4) Demographic data on equity applicants, equity licensees, and other applicants and licensees in the jurisdiction, including, but not limited to, race, ethnicity, gender, sexual orientation, income level, prior convictions, and veteran status. This information will be consolidated and reported without the individual's identifying information;
- (5) The number of local equity applicants applying for and receiving licenses from the local jurisdiction; and
- (6) The number of non-equity applicants applying for and receiving licenses from the local jurisdiction.

All applicants awarded a grant must maintain records detailing the expenditure of all grant funds for a period of seven years and shall provide this information to the Bureau upon request.

SAMPLE RESOLUTION

**RESOLUTION OF [INSERT NAME OF LOCAL GOVERNING BODY]
STATE OF CALIFORNIA, EQUITY ACT GRANT FUNDS**

The [insert name of local governing body] finds:

WHEREAS, the members of the California Legislature have recognized the need for equity grant funding;

WHEREAS, funding has been provided to the Bureau of Cannabis Control to provide grant funds to local governments pursuant to the California Cannabis Equity Act of 2018;

WHEREAS, [insert name of local government body] has adopted or operates a local equity program for commercial cannabis activity;

WHEREAS, [insert name of local government body] has determined that it will use grant funds from the Bureau of Cannabis Control to assist local equity applicants and licensees through its local equity program for commercial cannabis activity as described in its application for grant funds;

NOW, THEREFORE, BE IT RESOLVED that the [insert designated official by title only] of the [insert city or county name] is authorized to execute on behalf of [insert name of local government body] the attached standard agreement, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California, Department of Consumer Affairs, Bureau of Cannabis Control disclaims responsibility for any such liability.

I hereby certify that the foregoing is a true copy of the resolution adopted by the [insert name of governing body] in a meeting thereof held on [insert date] by the following:

Vote:

Ayes:

Nays:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

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STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Jonathan Hoy, Assistant City Manager & City Engineer

SUBJECT: Authorize the City Manager to Execute Agreements with ChargePoint and Video Voice Data Communications for the Period of July 1, 2019 through June 30, 2022 for the Purchase, Installation, Networking, and Maintenance Warranty for Two (2) Electric Vehicle Charging Stations at City Hall and Library in a Total Amount Not to Exceed \$84,809 Plus a Contingency of \$5,000 for a Total Amount of \$89,809 Subject to Non-Substantive Changes Approved by the City Manager and City Attorney and Adopt Resolution No. 2019-16 Establishing a Fee Schedule for Electric Vehicle Charging Stations Throughout the City of Coachella

STAFF RECOMMENDATION:

1. Staff recommends that the City Council authorize the City Manager to execute agreements with ChargePoint and Video Voice Data Communications for the period of July 1, 2019 through June 30, 2022 for the purchase, installation, networking, and maintenance warranty for two electric vehicle charging stations at City Hall and Library in a total amount not to exceed \$84,809 plus a contingency of \$5,000 for a total amount of \$89,809 subject to non-substantive changes approved by the City Manager and City Attorney.
2. Staff recommends that the City Council consider adopting Resolution No. 2019-16 establishing a fee schedule for electric vehicle charging stations throughout the City of Coachella

BACKGROUND:

The Mobile Source Air Pollution Reduction Review Committee (MSRC), formed after California Assembly Bill (AB) 2766 was signed into law in 1990, determines the distribution of discretionary funds from a surcharge on annual vehicle registration fees for air pollution reduction programs within the South Coast Air Basin. The Local Government Partnership Program provides funding opportunities for cities and counties within the South Coast Air Quality Management District's (SCAQMD) jurisdiction to reduce air pollution generated by mobile sources.

The Local Government Partnership Program sets aside a pro-rata share of MSRC funding on a dollar-for-dollar match basis for each city and county within the SCAQMD for eligible projects that accelerate the transition to zero and near-zero emission vehicles along with supporting infrastructure. The funding is allocated on a reserved basis (rather than a competitive basis) for

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cities and counties that already participate in the population-based AB 2766 Subvention Fund program. Since the City is an AB 2766 Subvention Fund participant, the City has a reserved funding amount of up to \$58,020 to use on eligible projects as part of the Local Government Partnership Program.

MSRC provides a twelve (12) month period from the date of receipt of an application by MSRC to negotiate and execute a contract to complete the proposed project(s). Projects funded through this program are required to be completed within 60 months. The City of Coachella has received and signed its grant agreement with the MSRC and are pending receipt of the fully-executed contract agreement.

DISCUSSION/ANALYSIS:

In order to utilize the funding allocation from the MSRC, the City worked with ChargePoint and Video Voice Data Communications (VVDC, also known as “Voltaic”) to obtain quotes for the installation of the Electric Vehicle (EV) charging stations. ChargePoint brings EV charging to more people and places with the world’s largest and most open EV charging network. VVDC is an established contractor for both energy and telecommunications industries.

The Electric Vehicle Charging Stations will utilize ChargePoint, Inc. as the direct provider of networking services. As a result, the City must also enter into a Master Services and Subscription agreement (MSSA) with ChargePoint, Inc. to utilize their cloud-based networking system. ChargePoint, Inc. is the industry leader in providing networked Electric Vehicle (EV) charging stations throughout the United States. They currently have over 7,000 customers providing service to large and small entities in both the private and public sectors. Additionally, ChargePoint has established partnerships with the majority of the major car manufacturers to provide an easy transition for the car buyer to purchase electricity for their EV. Currently, ChargePoint, Inc. maintains a 70% market share of all EV charging stations, and has existing contracts locally with the cities of Indio, the County of Riverside, La Quinta, Indian Wells, Palm Springs, Palm Desert, and Cathedral City.

ChargePoint, Inc. provides a networked approach to EV purchases, where charging locations and payments are made available on a real-time basis on the user's smartphone or vehicle navigation system. Additionally, all EV charging station usage data is available to the City in a cloud environment and include a wide variety of reports to help provide an ongoing review of each station, including revenues received and actual electrical costs. The proposed purchase includes a 3-year maintenance contract with Voltaic that includes all costs for networking, upgrades and as-needed maintenance.

The City initially identified two potential locations for the EV charging stations. Based on site assessments conducted by VVDC along with the Assistant City Manager, several of the initial locations were determined to be infeasible due to existing site conditions such as extended distance from parking spots to electrical box or lack of electrical capacity at the electrical box to power the charging stations. Staff has worked with VVDC and ChargePoint to identify the best locations where the EV charging station installation is feasible. These locations are:

- 1 dual Level 2 charging station at City Hall, at Orchard Street
- 1 DC Fast Charging station at the Library parking lot

The stations to be installed under the project will be one (1) ChargePoint CT 4000 Dual Charging station and a CPE250 50kW DC Fast Charging Single Charging station with dual cord. The City will be responsible for paying for ChargePoint ongoing network and maintenance services for 3 years. This allows electric vehicle drivers to use the charging stations, facilitates financial transactions associated with station use, and monitoring of station usage. Beyond the grant term, the City can also opt to contract with VVDC to maintain the charging stations for an annual fee.

Charging Station Use Fees

In order to optimize the use of the charging stations and allow multiple electric vehicles to use the charging equipment during a typical day, the City is encouraged, to develop a pricing plan designed to cover energy costs, transactions fees, and regular equipment maintenance. The cost for the use of the charger is calculated based on duration of stay and energy consumed (\$/kWh). ChargePoint recommends to use kWh pricing to cover electrical cost and provide revenue to cover ongoing operating costs, then encourages establishing “graduated pricing based on duration of stay” where the use fees are raised after a charging period (typically four hours for Level 2 and 1 hour for DC Fast Charging) to encourage turnover of the parking space. The recommendation offered by ChargePoint is to set charging rates at:

Level 2 Charger (CT 4000)	Rate Per Kilowatt Hour	Rate After 4 Hours
	\$0.25	\$3.00 / Hour
Fast Charging (CPE250 50kW)	Rate Per Kilowatt Hour	Rate After 1 Hour
	\$0.40	\$5.00 / Hour

Staff is recommending that the City set a fee for use of the charging stations of \$0.25/kWh for Level 2 and \$0.40/kWh for the DC Fast charger. Then after 4 hours, the Level 2 would be \$3.00/hour and the DC Fast charger would be \$5.00/hour. Establishing the fees at these levels is estimated to generate \$2,300 to \$6,900 in revenue depending on how frequently the charging stations are used. This fee level is also consistent with the fees established by other communities with similar EV infrastructure. Staff will monitor demand and use of the charging stations during the first year to determine if any adjustments to the use fees are needed, including implementation of graduated pricing. On-going costs to be incurred by the City for the charging stations will consist of station maintenance, annual ChargePoint network and transaction fees, and cost of the electricity used which will vary based on station usage. Initial annual revenue to the city from usage is expected to cover the ongoing costs as well as the electric costs within 3 years. Estimates assume each station is used once per day for a 3-hour charging session on the low end, and up to three 2-hour charging sessions per day on the higher end.

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These ongoing revenue and expenditures will be tracked by site, and each location will be budgeted for separately. Users of the stations will pay for the electric usage directly with ChargePoint, Inc. Specifically, users of the stations will need to establish an account with ChargePoint, Inc. to access the electric charging services. VVDC will be providing all the net revenue collected, related to electric service charges, to the City on a monthly basis. All revenue collected will be deposited back into the fund/location that is paying for the estimated expenses. Additionally, excess revenue (e.g. charged revenue less estimated costs) will go towards future contributions in maintenance or infrastructure repair costs.

Environmental Impact

In accordance with the California Environmental Quality Act (CEQA) the recommended action is exempt for further review per Section 21080. This section states that CEQA does not apply to ministerial projects, such as electric vehicle charging facilities, as it is a ministerial project to be carried out or approved by a public agency. No further action is required for this project.

FISCAL IMPACT:

Participation in the grant would result in the City appropriating \$26,789 and receiving 2 EV charging stations valued at over \$110,000 for \$84,809 using Sourcewell pricing (formerly National Joint Powers Alliance), discounts from VVDC and ChargePoint. The projected operating costs pay for the ChargePoint network service fees and maintenance for three years, with an additional 2 years on the Level 2 stations. These costs are itemized in Table 1.

Table 1. Summary of Costs to City (Note: These prices are Sourcewell contracted prices.)

	Level 2 Dual Station (City Hall)	DC Fast Charger (Library)	Total	Total with \$5,000 Contingency
ChargePoint Equipment	\$ 6,747.00	\$ 37,691.00	\$ 44,438	
ChargePoint Services	\$ 4,705.00	\$ 10,759.00	\$ 15,464	
Installation	\$ 8,699.00	\$ 16,208.00	\$ 24,907	
Total Upfront Costs	\$20,151.00	\$ 64,658.00	\$ 84,809	\$89,809

The City will need to appropriate \$26,789 (which is \$84,809, minus the MSRC funds of \$58,020) plus \$5,000 for contingency from the General Fund for this project. This appropriation fully funds the City's share of the cost to install and activate two EV charging stations. The City will not incur any additional operating costs, except for electricity used. However, ChargePoint service fees (including 10% of the revenue received), would be set to ensure that the City's average cost of electricity used is covered. The on-going cost is estimated to be \$4,426 per year. However, these costs will be offset by the user fee revenue from the charging station usage providing \$8,695. Details on the projected operating costs and revenue are provided in Table 2 below.

Table 2. Projected Operating Costs and Revenue

	Year 1	Year 2	Year 3
Driver Fee	\$8,695	\$12,785	\$16,875
Library (DC Fast)			
Est MegaWhrs Usage	18.3	27.4	36.5
Driver Cost/MWhr	\$400	\$400	\$400
City Hall (Level 2 Charger)			
Est MegaWhrs Usage	5.5	7.3	9.1
Driver Cost/MWhr	\$250	\$250	\$250
Ongoing Costs	\$4,426	\$6,479	\$8,532
Electricity (average)	\$3,559	\$5,201	\$6,844
10% Driver Transaction Fee	\$867	\$1,278	\$1,688
Balance	\$13,121	\$19,264	\$25,407

ALTERNATIVES:

1. Authorize the City Manager to Execute Agreements with ChargePoint and Video Voice Data Communications for the Period of July 1, 2019 through June 30, 2022 for the Purchase, Installation, Networking, and Maintenance Warranty for Two (2) Electric Vehicle Charging Stations at City Hall and Library in a Total Amount Not to Exceed \$84,809 Plus a Contingency of \$5,000 for a Total Amount of \$89,809 Subject to Non-Substantive Changes Approved by the City Manager and City Attorney **and** Adopt Resolution No. 2019-16 Establishing a Fee Schedule for Electric Vehicle Charging Stations Throughout the City of Coachella.
2. Do Not Authorize the City Manager to Execute Agreements with ChargePoint and Video Voice Data Communications for the Period of July 1, 2019 through June 30, 2022 for the Purchase, Installation, Networking, and Maintenance Warranty for Two (2) Electric Vehicle Charging Stations at City Hall and Library in a Total Amount Not to Exceed \$84,809 Plus a Contingency of \$5,000 for a Total Amount of \$89,809 Subject to Non-Substantive Changes Approved by the City Manager and City Attorney **and** Do Not Adopt Resolution No. 2019-16 Establishing a Fee Schedule for Electric Vehicle Charging Stations Throughout the City of Coachella.

ATTACHMENTS:

1. EV Cost Summary – City Hall
2. EV Cost Summary – Library
3. Master Services and Subscription Agreement – ChargePoint, Inc.
4. Professional Services Agreement – Video Voice Data Communications
5. Resolution No. 2019-16



Project #: 81-228A

Quote for Coachella City Hall
-Level 2 Electric Vehicle Charging Stations-

NJPA #: 0510170-CPI
VVD's DIR#: 100025785

Date: May 22, 2018

Location:
 Coachella City Hall
 1515 6th St, Coachella, CA 92236

Submitted to: City of Coachella
ATTN: Celina Jimenez
Phone #: 760.398.3502 ext.119
Email: cjimenez@coachella.org

Description:

This quote includes the labor and materials supply and install one (1) ChargePoint CT4000 dual-port charging stations with 24A output and Power Management enabled, as described herein.

Power Management (Power-Sharing) is featured software which allows one (1) dual-port charging station to only require one dedicated circuit for both charging ports. This feature is most beneficial for locations with limited electrical capacity as it allows the charging station to divide charging capacity of one (1) circuit and dispense charge to two vehicles simultaneous. While only a single vehicle is charging, the charging station will dispense charge at the maximum possible output.

CHARGING STATION MOUNTING TYPE(S): BOLLARD
 TOTAL # OF PARKING FOR EV: 2

Price Breakdown:

Electrical/Construction, Labor and Material	\$8,699.00
EVCS Station(s) and Service(s)	\$11,452.00
	<hr/>
Total Price:	\$20,151.00 (tax included)

Electrical/Construction, Labor and Material Includes:

- Quote consists of project management and site planning, engineering and designing for any necessary permit acquisitions.
 - Permit acquisitions also include the plan checking, and inspection processes (not including actual plan check fee, permitting and/or inspection fees) as required by the authorities having jurisdiction.

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Project #: 81-228A

- Prevailing wages.
- Standard 1-year warranty including parts and labor for any defect in manufacturing or workmanship.
- Perform Site Validation survey (SVS) as required by ChargePoint, Inc. prior to activation of stations. SVS fee to ChargePoint, Inc. discounted when using ChargePoint, Inc. Certified Installers.
 - Standard electrical power consistency evaluation: circuit breaker and electrical panel evaluation.
 - Cellular network communications test: test for consistency of cellular signal strength.
 - Charging station evaluation: consistent voltage, amperage, ground, network communication.

ELECTRICAL EQUIPMENT UPGRADE

- Replace one (1) existing 240V receptacle outlet for the installation of one (1) dual-port CT4000 charging station. (refer to the site map)

CHARGING STATION INSTALLATION

- Installation and commissioning of one (1) CT4000 dual-port charging stations.
 - Utilization of the one (1) existing circuit feeding the 240V receptacle outlets.
- Forming and pouring of one (1) concrete pad of dimensions per manufacturer's specifications for charging station structural support.
- Supply and installation of two (2) bollards for charging station protection, two per station.

PARKING MODIFICATIONS

- Supply & mounting of two (2) EV parking signs on posts
- Stenciling/markings "EV CHARGING ONLY" in "white" paint for two (2) EV parking spaces.

RELATED CONSTRUCTION WORK

- Trenching and/or pneumatic boring
- Concrete and asphalt work (demolition and repair)

INITIALS _____
DATE _____



EV Charging Station Orders: Includes Charging Hardware & Station Services

CT4000 PRODUCT DESCRIPTION

Qty	Product Description	Product Name
1	Dual Output Gateway Option USA, Bollard Mount Station -208/240V @30A with Cord Management.	CT4021-GW1
1	ChargePoint Bollard Concrete Mounting Kit (required for Bollard Stations).	CT4001-CCM
1	ChargePoint Power Management Kit.	CT4000-PMGMT
1	On-Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements. Site is defined as a group of stations all connected to the same electrical panel. Site Validation is not required when installation was performed by a ChargePoint national Operations and Maintenance (O&M) Partner or Channel Partner that has qualified to self-certify.	OM-INSTALL-SITEVALID
2	5 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting OTA upgrades, payment processing, flexible policies, reservations and more. (per port)	CPCLD-COMMERICAL-5
1	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	CPSUPPORT-ACTIVE
1	Five (5) prepaid years of ChargePoint Assure per station. Includes free Activation.	CT4000-ASSURE5

CHARGING STATIONS BREAKDOWN

<u>Equipment (CT4000)</u>	Unit Price	Quantity	Total
CT4021-GW1	\$7,210.00	1	\$7,210.00
Hardware Discount	20%	1	-\$1,442.00
CT4001-CCM	\$95.00	1	\$95.00
CT4000-PMGMT	\$50.00	1	\$50.00

<u>Product Services (CT4000)</u>			
OM-INSTALL-SITEVALID.	\$599.00	1	\$0.00
CPCLD-COMMERICAL-5	\$1,105.00	2	\$2,210.00
CPSUPPORT-ACTIVE	\$349.00	1	\$0.00
CT4000-ASSURE5	\$2,495.00	1	\$2,495.00

Tax & S/H: \$834.00

EVCS Unit(s) & Service(s) Total Price: \$11,452.00

ITEM 13.c.



Project #: 81-228A

Excludes:

1. Plan check fees (if applicable) permitting fees, and/or any required inspection fees required to conduct the scope of work. Related fees may be paid for by contractor in advance to avoid delay of project, but shall be at the expense of the owner or shall be reimbursable by the owner.
2. Application/Registration for new utilities or other services.
3. Utility company fees.
4. Any additional (outside the scope of work) circuit breaker installations or upgrades as required per NEC or manufacturer's specifications.
5. Custom framing, bracketing, strut, or other supporting accessories not supplied by manufacturer fabricated to install wall-mounted charging stations on a non-typical structure.
6. GPR scanning and/or concrete X-ray services for penetrations in concrete slabs, or any other related penetrations requiring scanning services.
7. Notification to tenants or any affected parties of construction and/or power shutdown requirements.
8. Payment bonds/performance bonds.
9. Site modifications such as ramping and accessibility path of travel for ADA standards.

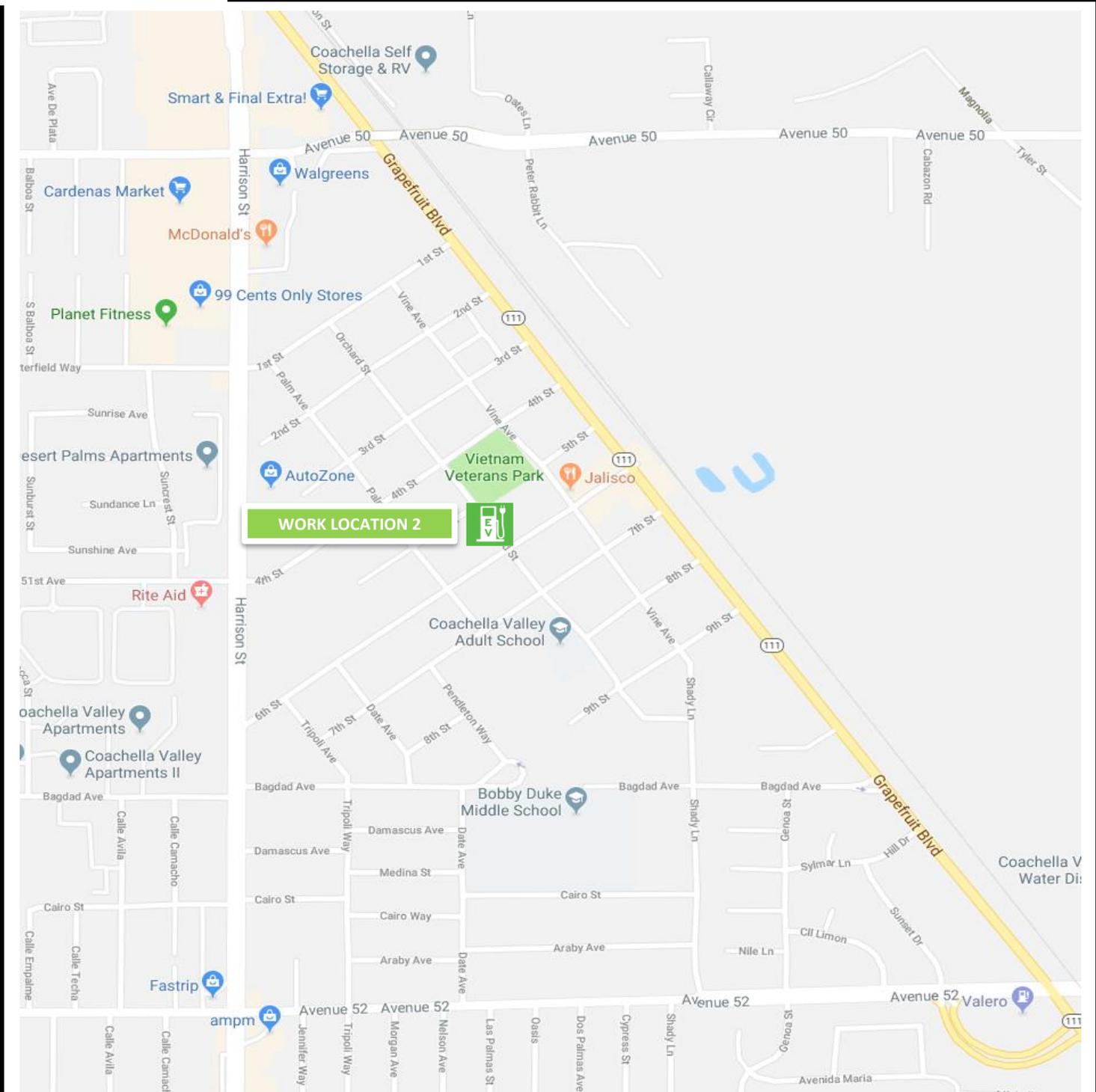
INITIALS DATE

Clarification:

1. No pricing is included for existing conditions/obstructions not evident prohibiting the completion as specified.
2. This quote is based on work being performed during normal business hours 7am—5pm Monday to Friday, 8-hours days, and/or a mutually agreeable schedule. Overtime and abnormal business hours is not considered.
3. All conduit work is unfinished unless specified otherwise.
4. This quote assumes that the integrity of all existing circuitry and electrical systems is intact, all circuits and electrical that are to remain are to code, and are operational. Any additional labor and material to fix or repair the previously mentioned will be billed on a time and material basis at \$88.50/hr. + material.
5. The proposed estimate is based on a preliminary site assessment and may be subject to adjustments prior to change in design and installation for any reason including city planning/permitting requirements. Planning requirements may be subject to additional equipment and additional charge.
6. The proposed estimate is based on the mentioned scope of work being completed from start to finish under one (1) continuously scheduled timeline. Any incomplete items or interruptions causing delays to complete the project due to site not being ready for the entire scope of work will incur a separate re-dispatching charge of \$300 each day should this delay cause additional return visits to complete the task.
7. Each personnel scheduled for servicing onsite unable to conduct services due to conditions beyond VVD Voltaic's control is subject to standby time charges at the applicable rate.

INITIALS DATE

ITEM 13.c.



NOT TO SCALE

1

COACHELLA CITY HALL EVCS: VICINITY MAP

PROJECT NAME:
COACHELLA CITY HALL EVCS

DATE:
03/22/18

LOCATION:
1515 6TH STREET
COACHELLA, CALIFORNIA 92236



VIDEO VOICE DATA COMMUNICATIONS
VOLTAIC DIVISION

12681 PALA DRIVE, GARDEN GROVE, CA 92841



LEVEL 2 CHARGING STATION LOCATION



NOT TO SCALE

2

COACHELLA CITY HALL EVCS: SITE MAP

PROJECT NAME:
COACHELLA CITY HALL EVCS

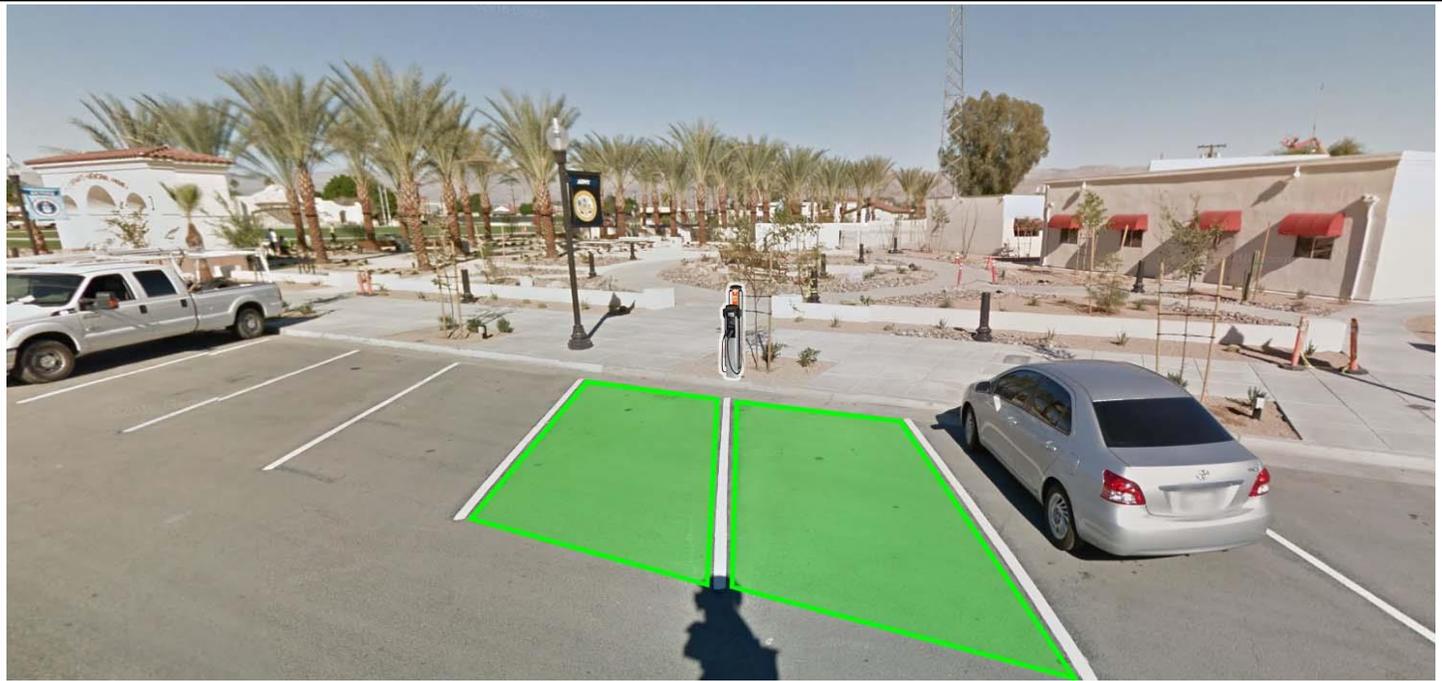
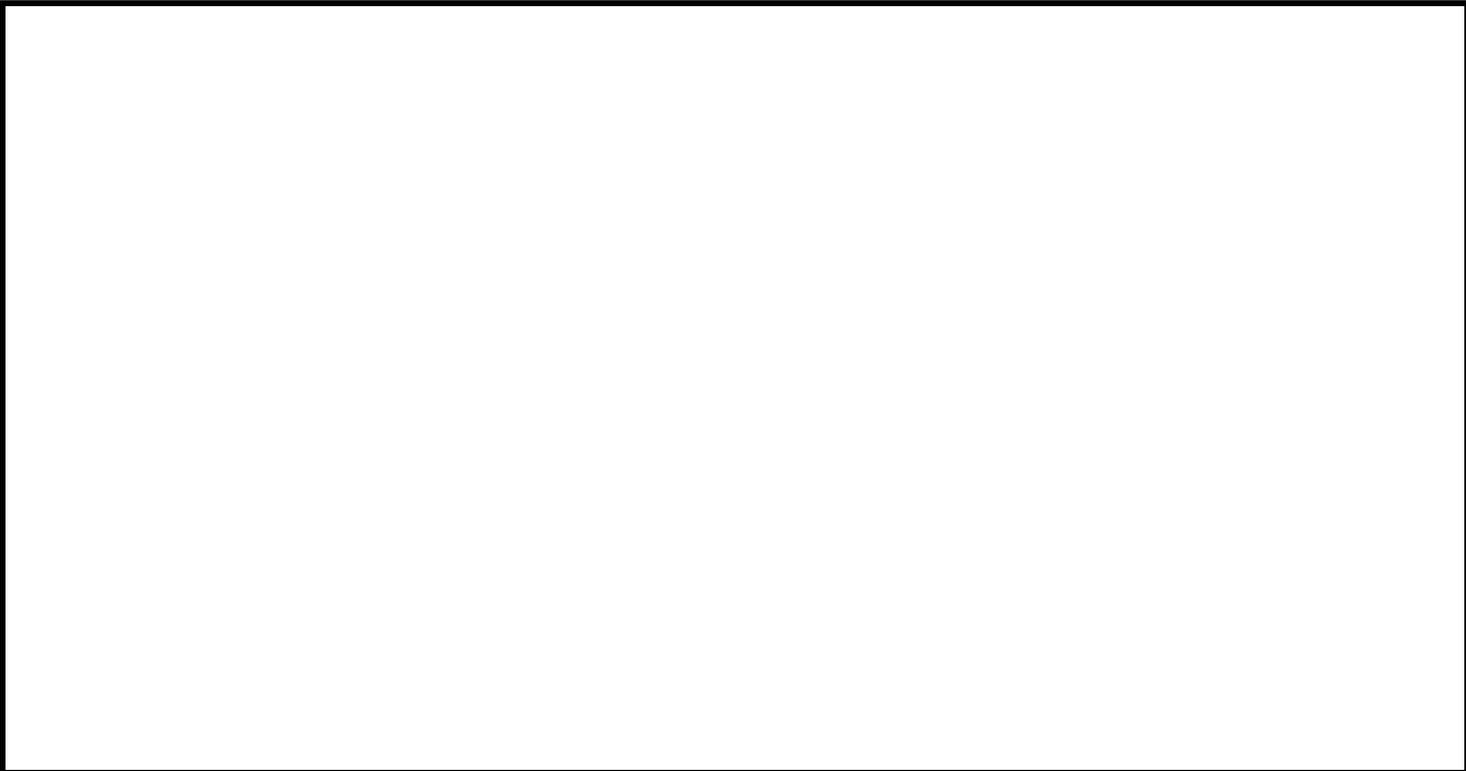
DATE:
03/22/18

LOCATION:
1515 6TH STREET
COACHELLA, CALIFORNIA 92236



VIDEO VOICE DATA COMMUNICATIONS
VOLTAIC DIVISION
12681 PALA DRIVE, GARDEN GROVE, CA 92841

ITEM 13.c.



NOTE: GRAPHICS ON IMAGE IS FOR REFERENCE ONLY AND MAY NOT REFLECT FINAL WORK.

3

COACHELLA CITY HALL EVCS: WORK LOCATION 1 (FOR REFERENCE ONLY.)

PROJECT NAME:

COACHELLA CITY HALL EVCS

DATE:

03/22/18

LOCATION:

1515 6TH STREET
COACHELLA, CALIFORNIA 92236



VIDEO VOICE DATA COMMUNICATIONS
VOLTAIC DIVISION

12681 PALA DRIVE, GARDEN GROVE, CA 92841



Project #: 81-228

Quote for Coachella Library
-50kW CPE250, Electric Vehicle Charging Station-

NJPA #: 0510170-CPI
VVD's DIR#: 1000025785

Date: February 14, 2019

Submitted to: City of Coachella
ATTN: Celina Jimenez
Phone #: 760.398.3502 ext.119
Email: cjimenez@coachella.org

Location:
 Coachella Library
 1500 Sixth Street, Coachella, CA 92236

Description:

This quote includes the labor and materials to supply and install one (1) ChargePoint CPE250 50kW DC fast charging, as described herein.

CHARGING STATION MOUNTING TYPE(s): BOLLARD
 TOTAL # OF PARKING FOR EV: 1

Price Breakdown:

Installation	\$16,208.00
ChargePoint CPE250 Equipment	\$37,691.00
ChargePoint CPE250 Services	\$10,759.00
	<hr/>
Total Price:	\$64,658.00 (tax included)

1. Installation Includes:

- Quote consists of project management and site planning, engineering and designing for any necessary permit acquisitions.
 - Permit acquisitions also include the plan checking, and inspection processes (not including actual plan check fee, permitting and/or inspection fees) as required by the authorities having jurisdiction.
- Prevailing wages.
- Standard 1-year warranty including parts and labor for any defect in manufacturing or workmanship.
- Perform Site Validation survey (SVS) as required by ChargePoint, Inc. prior to activation of stations. SVS fee to ChargePoint, Inc. discounted when using ChargePoint, Inc. Certified Installers.
 - Standard electrical power consistency evaluation: circuit breaker and electrical panel evaluation.
 - Cellular network communications test: test for consistency of cellular signal strength.
 - Charging station evaluation: consistent voltage, amperage, ground, network communication.

- 1 -

ITEM 13.c.



Project #: 81-228

ELECTRICAL EQUIPMENT UPGRADE

- Supply and installation of a new 100A main breaker on the existing 480/277V main distribution utilizing the available space.
- Supply and installation of a local disconnect for the DC fast charger.

CHARGING STATION INSTALLATION

- Installation and commissioning of one (1) charging station to meet NEC requirements.
- Supply and installation of an 100A main circuit breakers for EVCS overcurrent protection.
 - Utilization of existing main distribution to supply one (1) 100A to new DC fast charging station.
 - From the main distribution to new charging station, the new electrical conductors: #3 and #8 ground wires are to be in existing 2" conduit.
- Forming and pouring of concrete pad of dimensions per manufacturer's specifications for charging station structural support.

PARKING MODIFICATIONS

- Supply and installation of two (2) bollards for charging station protection.
- Supply & mounting of one (1) EV parking sign on post.
- Stenciling/markings "EV CHARGING ONLY" in "white" paint for one (1) EV parking space.

INITIALS

DATE

2. ChargePoint CPE250 Equipment Includes:

Qty	Product Description	Product Name
1	CPE250 Express. 50kW DC charger with 2x Power Modules, 1 x CCS1 cable and 1x ChaDemo connectors.	CPE250C-CCS1-CHD
1	Concrete Mounting Kit for CPE250	CPE250-CMT

CHARGING STATION BREAKDOWN (EQUIPMENT)

<u>Equipment (CPE250)</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
CPE250C-CCS1-CHD	\$35,800.00	1	\$35,800.00
Hardware Discount	5%	1	-\$1,790.00
CPE250-CMT	\$799.00	1	\$95.00

Tax & S/H: \$3,586.00

Equipment Total Price: \$37,691.00

3. ChargePoint CPE250 Services Includes:

Qty	Product Description	Product Name
1	On-Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements. Site is defined as a group of stations all connected to the same electrical panel. Site Validation is not required when installation was performed by a ChargePoint national Operations and Maintenance (O&M) Partner or Channel Partner that has qualified to self-certify.	OM-INSTALL-SITEVALID
1	3 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting OTA upgrades, payment processing, flexible policies, reservations and more.	CPCLD-COMMERCIAL-DC-3
1	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	CPSUPPORT-ACTIVE
1	Three (3) prepaid years of ChargePoint Assure.	EXPRESS-ASSURE3

CHARGING STATION BREAKDOWN (SERVICES)

<u>Services (CPE250)</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
OM-INSTALL-SITEVALID	\$599.00	1	\$0.00
CPCLD-COMMERCIAL-DC-3	\$1,410.00	1	\$1,410.00
CPSUPPORT-ACTIVE	\$349.00	1	\$349.00
EXPRESS-ASSURE3	\$11,100.00	1	\$9,000.00

Services Total Price: \$10,759.00

ITEM 13.c.



Project #: 81-228

Excludes:

1. Plan check fees (if applicable) permitting fees, and/or any required inspection fees required to conduct the scope of work. Related fees may be paid for by contractor in advance to avoid delay of project, but shall be at the expense of the owner or shall be reimbursable by the owner.
2. Any electrical upgrade or modification related to additional electrical capacity for future growth of EVCS.
3. Any additional (outside the scope of work) circuit breaker installations or upgrades as required per NEC or manufacturer's specifications.
4. Custom framing, bracketing, strut, or other supporting accessories not supplied by manufacturer fabricated to install wall-mounted charging stations on a non-typical structure.
5. GPR scanning and/or concrete X-ray services for penetrations in concrete slabs, or any other related penetrations requiring scanning services.
6. Notification to tenants or any affected parties of construction and/or power shutdown requirements.
7. Payment bonds/performance bonds.
8. Site modifications such as ramping and accessibility path of travel for ADA standards.

INITIALS DATE

Clarification:

1. No pricing is included for existing conditions/obstructions not evident prohibiting the completion as specified.
2. This quote is based on work being performed during normal business hours 7am—5pm Monday to Friday, 8-hours days, and/or a mutually agreeable schedule. Overtime and abnormal business hours is not considered.
3. All conduit work is unfinished unless specified otherwise.
4. This quote assumes that the integrity of all existing circuitry and electrical systems is intact, all circuits and electrical that are to remain are to code, and are operational. Any additional labor and material to fix or repair the previously mentioned will be billed on a time and material basis at \$88.50/hr. + material.
5. The proposed estimate is based on a preliminary site assessment and may be subject to adjustments prior to change in design and installation for any reason including city planning/permitting requirements. Planning requirements may be subject to additional equipment and additional charge.
6. The proposed estimate is based on the mentioned scope of work being completed from start to finish under one (1) continuously scheduled timeline. Any incomplete items or interruptions causing delays to complete the project due to site not being ready for the entire scope of work will incur a separate re-dispatching charge of \$300 each day should this delay cause additional return visits to complete the task.
7. Each personnel scheduled for servicing onsite unable to conduct services due to conditions beyond VVD Voltaic's control is subject to standby time charges at the applicable rate.

INITIALS DATE



Project #: 81-228

NOTE1: *The cost for this quotation is guaranteed for up to 30 days of the quotation date. We reserve the right to withdraw from this quote at any time. Any cancellations or terminations to this agreement may be settled upon costs and other related expenses already incurred towards this agreement.*

NOTE2: *Payment Terms: Upon execution of agreement, we will be invoicing for the total cost of EV charging station orders (if any) and a deposit amount of 40% of the cost of installation of which payments are due as commencement of the project, or otherwise negotiated. The remaining balance will be invoiced upon final inspections from all relative authorities having jurisdiction and activation of charging stations. Non-deposit payments, and remaining-balance payment terms are net-thirty (30) days. Any invoice(s) not paid within thirty (30) days from the date of invoice may be subjected to a service charge of two percent (2.0%) per month, or the maximum allowed by law, on the account balance(s).*

A purchase order will be immediately sent to the manufacturer for delivery of any charging hardware, but may take 7 to 10 business days to arrive to the desired shipping address. Any cancelations or changes to executed orders will result in a 28% restocking and processing fee and additional shipping charges by the manufacturer at the customer's expense. Shipping and handling charges are nonrefundable.

INITIALS DATE

Quote by:

Thomas Sung
949-439-9354
thomas.sung@vvdcomm.net
Certified ChargePoint O&M Partner
ChargePoint Certifications #84526017/#15892322

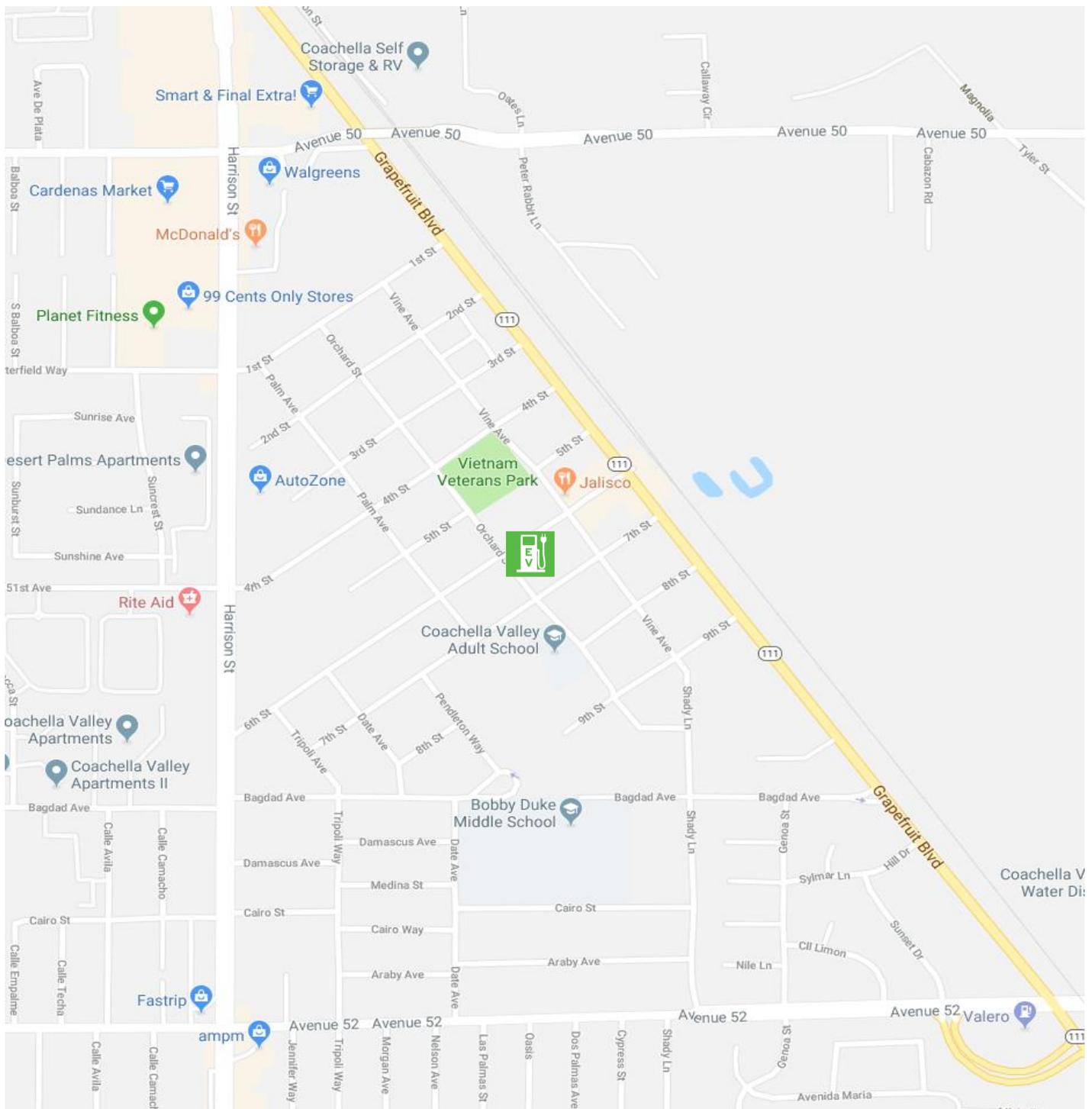
CUSTOMER SIGNATURE OF APPROVAL NAME (PRINT) DATE

DESIRED CHARGING STATION SHIPPING ADDRESS: (Please select one)

- Please ship to on-site location (indicated above).
- Please ship to the nearest VVD (Video Voice Data Communications) | Voltaic Division warehouse at no additional cost for storage.
- Other.

OTHER DESIRED SHIPPING ADDRESS (PLEASE PRINT) ATTENTION TO

ITEM 13.c.



NOT TO SCALE

1

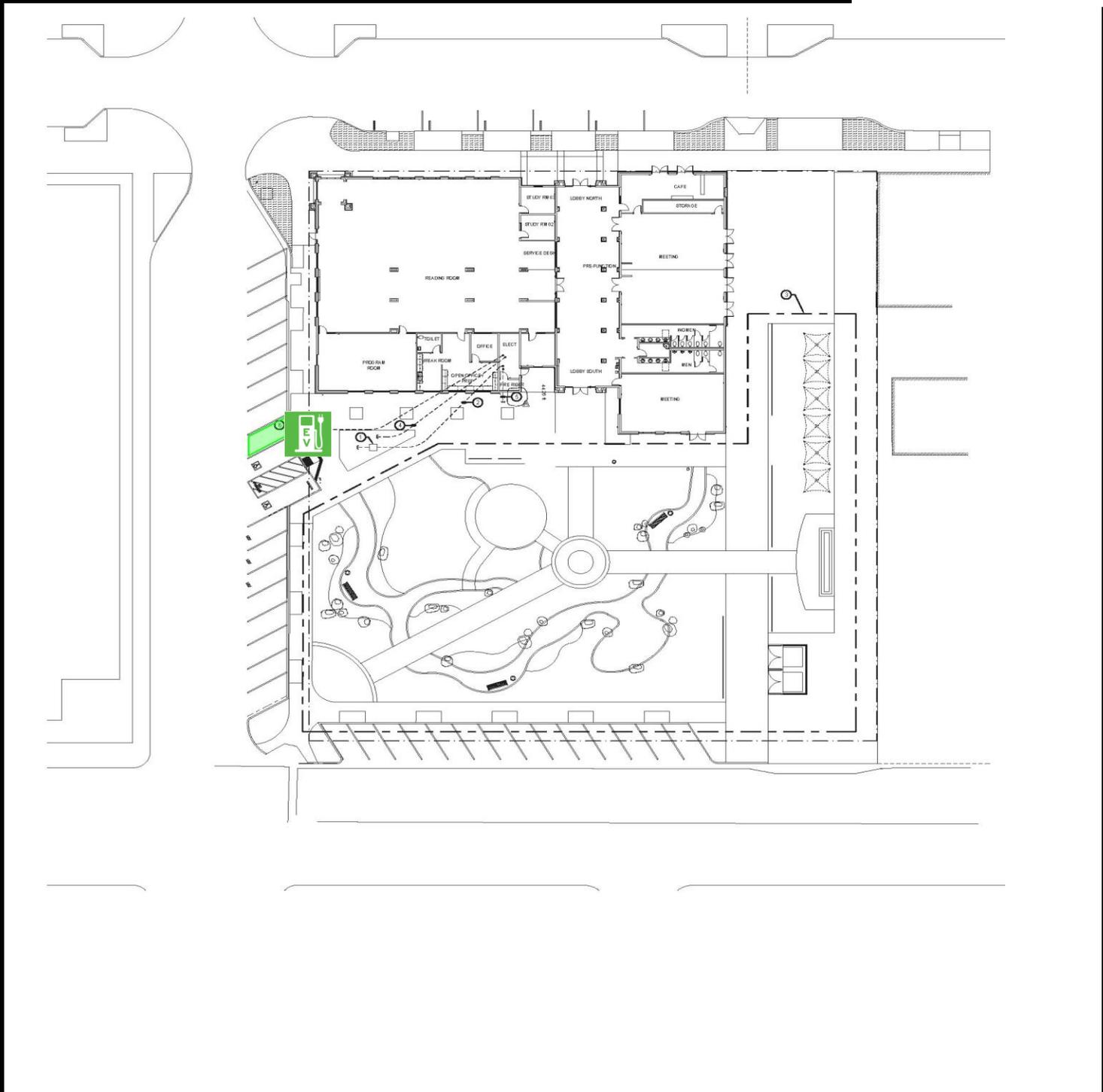
COACHELLA BRANCH LIBRARY EVCS: VICINITY MAP

PROJECT NAME:
COACHELLA BRANCH LIBRARY EVCS

DATE:
03/22/18

LOCATION:
1500 SIXTH STREET
COACHELLA, CALIFORNIA 92236





NOTE: GRAPHICS ON IMAGE IS FOR REFERENCE ONLY AND MAY NOT REFLECT FINAL WORK.



LEVEL 3 CHARGING
STATION LOCATION



NOT TO SCALE

2

COACHELLA BRANCH LIBRARY EVCS: SITE MAP

PROJECT NAME:
COACHELLA BRANCH LIBRARY EVCS

DATE:
03/22/18

LOCATION:
1500 SIXTH STREET
COACHELLA, CALIFORNIA 92236



VIDEO VOICE DATA COMMUNICATIONS
VOLTAIC DIVISION
12681 PALA DRIVE, GARDEN GROVE, CA 92841

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND CHARGEPOINT, INC., A DELAWARE CORPORATION (“CPI”). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 “APIs” means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 “ChargePoint Connections” shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

ITEM 13.c.

2.4 *“ChargePoint®”* means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 *“ChargePoint Services”* means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

2.6 *“ChargePoint Application”* means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 *“Charging Station”* means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 *“Content”* means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 *“CPI Marks”* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 *“CPI Property”* means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 *“Documentation”* means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 *“Effective Date”* means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.13 *“Intellectual Property Rights”* means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 *“Malicious Code”* means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 *“Party”* means each of CPI and Subscriber.

2.16 *“PII”* means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 *“Provisioning”* means activating Charging Stations, warrantees and Service Plans on ChargePoint

2.18 *“Rights”* means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain

information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 "Service Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 "Subscriber" means _____.

2.21 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.22 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.23 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.24 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.25 "Token(s)" means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.26 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS. A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

ITEM 13.c.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network; (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

- (a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;
- (b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;
- (c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;
- (d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;
- (e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;
- (f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;
- (g) create derivative works based on any CPI Property;
- (h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;
- (i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;
- (j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"
- (k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;
- (l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;
- (m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or
- (n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive

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commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

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(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI;

or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Service Plans.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber’s receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other

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proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's

continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

11.5 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim. If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcfnotification@chargepoint.com.

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11.6 NOTICE TO OREGON CUSTOMERS

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at lcfnotification@chargepoint.com.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint

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venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber:	ChargePoint, Inc.
Name: _____	Name: Jonathan Kaplan
Title: _____	Title: General Counsel
Date: _____	Date: _____
Address: _____	Address: 254 E. Hacienda Ave Campbell, CA 95008

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EXHIBIT 1 FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 **“CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 **“Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 **“Session”** or **“Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 **“Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. **FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the

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foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars (\$50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

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EXHIBIT 2 API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Service Plan, and Subscriber’s particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint[®] Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

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(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

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EXHIBIT 3 TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 **“Rights Grantor”** means Subscriber.

1.2 **“Rights Grantee”** means a any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. **TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

CHARGEPOINT ASSURE

TERMS AND CONDITIONS OF SERVICE

Welcome to ChargePoint Assure. ChargePoint Assure is a full service maintenance and support program designed specifically for ChargePoint customers.

1. **WHAT IS COVERED:** With ChargePoint Assure, ChargePoint agrees to do each of the following:
 - a. Ensure that all parts are provided and labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of electric vehicle charging stations purchased from ChargePoint, Inc., or its representatives (“Charging Stations”) in a prompt and professional manner.
 - b. Provide remote, automated monitoring of your Charging Stations.
 - c. Perform triage with respect to any Charging Station that may be defective.
 - d. Coordinate all repairs necessary to have your Charging Station back up and running.
 - e. Ensure that you are provided response no later than one business day from the date ChargePoint becomes aware of an issue.
 - f. Begin onsite repairs within one business day from the delivery of any parts required to fix your Charging Station.
 - g. ChargePoint will provide software moves, adds and changes at no additional cost
 - h. ChargePoint guarantees a 98% annual station uptime with a prorated refund of up to the annual station Assure maintenance fee for outages caused by station hardware or software failures in excess of 2% annually
 - i. ChargePoint will provide standard monthly summary and quarterly detailed station usage and performance metrics.
 - j. ChargePoint will cover the labor portion of non-cosmetic station repairs caused by vandalism, auto accidents or excessive wear and tear.
2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations.
3. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under ChargePoint Assure, ChargePoint needs your cooperation. Specifically, you agree to:
 - a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations.
 - b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased Cloud Services subscription necessary for remote access.
 - c. Maintain your premises in accordance with all applicable laws, rules and regulations.
 - d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
 - e. Promptly notify ChargePoint of any suspected defect with a Charging Station.
4. **WHO IS ELIGIBLE FOR CHARGEPOINT ASSURE?:** ChargePoint Assure is only available to purchasers of Charging Stations who either: 1) use a ChargePoint Operations and Maintenance Partner (“O&M Partner”) to install their Charging Stations or 2) successfully complete a site validation as described below.
 - a. **ChargePoint O&M Partner Installation.** For information on how to contact a ChargePoint O&M Partner, please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.

70-001012-01-3

ChargePoint, Inc. | 1692 Dell Ave | Campbell, CA 95008-6901 USA
408.841.4500 or toll-free 877.370.3802 | info@chargepoint.com | www.chargepoint.com

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- b. **Site Validation:** If you do not use an O&M Partner to install your Charging Station, you still will be eligible for ChargePoint Assure after your installation has been validated by ChargePoint or an authorized third party. The purpose of the site validation is to ensure that your Charging Stations were installed correctly, in accordance with ChargePoint's recommended specifications and operational requirements. Site validations require the payment of ChargePoint's then current fee, charged on a "per site" basis. For these purposes, a "site" is defined as any group of Charging Stations whose circuits are terminated at the same power panel.
5. **EXCLUSIONS FROM COVERAGE:** ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
- Cosmetic damage such as scratches and dents.
 - Normal aging.
 - Except as provided in 1(j) above, abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.
 - Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint, performed by an O&M Partner or validated in the manner described above.
 - Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
 - Damage as a result of extreme power surge, extreme electromagnetic field or any other acts of nature.
- In addition ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed by a ChargePoint O&M Partner or a ChargePoint certified installer pursuant to the provisions of Section 4 of these Terms and Conditions.
6. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Assure you believe you have a defective Charging Station, contact Customer Service at 1-877-850-4562 or support@chargepoint.com.
7. **SERVICE TERM:** If you comply with the installation requirements described in Section 4, you will receive, at no-cost, ChargePoint Assure coverage that will replace your standard ChargePoint Warranty and will last for the remainder of the standard Warranty period, if any. You may purchase extensions to your ChargePoint Assure coverage. The extension period will begin on the date your standard Exchange Warranty expires or, if applicable, the date that any extensions to ChargePoint Assure coverage that you have previously purchased expire. Please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.
8. **PAYMENTS:** ChargePoint will send you an invoice for any extended ChargePoint Assure coverage that you order. Payment is due within thirty (30) days of the invoice date. If you have purchased extended ChargePoint Assure and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. Customer may not offset any amounts due to ChargePoint hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Customer will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement and (b) refuse to provide ChargePoint Assure coverage until ChargePoint has received payment in full.
9. **TRANSFERS:** Your ChargePoint Assure coverage applies only to the Charging Stations and installation site for which it was purchased. If you sell or otherwise transfer your Charging Stations, your ChargePoint Assure coverage may not be transferred without ChargePoint's prior written consent.

10. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or charging stations provided by ChargePoint under ChargePoint Assure may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. All replaced parts and Charging Stations, whether under warranty or not, become the property of ChargePoint. Any replacement parts or Charging Stations so furnished will be covered by ChargePoint Assure for the remainder of your ChargePoint Assure coverage or ninety (90) days from the date of delivery of such replacement parts or Charging Stations, whichever is later.
11. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under ChargePoint Assure. Please read it carefully.
- a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR CHARGEPOINT ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
12. **ARBITRATION:** These ChargePoint Assure Terms and Conditions of Service are to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any dispute arising from or relating to these ChargePoint Assure Terms and Conditions of Service shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding.
13. **AMENDMENT OR MODIFICATION:** These ChargePoint Assure Terms and Conditions of Service may not be amended or modified except pursuant to a writing executed by each of the parties.
14. **WAIVER:** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.
15. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits ChargePoint from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.
16. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application

of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

17. **ASSIGNMENT.** You may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. In the event of any purported assignment in breach of this Section 17, ChargePoint shall be entitled, at its sole discretion, to terminate these ChargePoint Assure Terms and Conditions of Service by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. To the extent of any conflict or inconsistency between these ChargePoint Assure Terms and Conditions of Service and any purchase order, the Agreement shall prevail.
19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
[VIDEO VOICE DATA COMMUNICATIONS]**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of ___, 2019 by and between the CITY OF COACHELLA, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236 (“City”) and [Video Voice Data Communications], a corporation with its principal place of business at _____ (“Contractor”). The City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor 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. Contractor represents that it is experienced in providing corporate branding and marketing services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

The City desires to engage Contractor to render such services for the Electric Vehicle Charging Station Infrastructure Project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 Electric Vehicle Charging Station Installation 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 03/06/2019 to 09/06/2019, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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The Parties may, by mutual, written consent, extend the term of this Agreement if it is necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of the City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, the City shall respond to Contractor's submittals in a timely manner. Upon request of the City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Substitution of Key Personnel. Contractor has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Contractor cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Thomas Sung, Electrical Engineer – Video Voice Data Communications.

3.2.5 City's Representative. The City hereby designates Jonathan Hoy, Assistant City Manager/City Engineer; Celina Jimenez, Grants Manager; Gabriel Martin, Economic Development Manager; or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Thomas Sung, Electrical Engineer or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and sub-Contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and sub-Contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor 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 Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed

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pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor 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, Contractor shall not allow any sub-Contractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-Contractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or sub-Contractors. Contractor shall also require all of its sub-Contractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by

the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-Contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

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 **AMOUNT** (\$_____) without written approval of the 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.

3.3.2 Payment of Compensation. Contractor shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Contractor. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 Prevailing Wages. Contractor 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 1600, 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, Contractor agrees to fully comply with such Prevailing Wage Laws. The City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all sub-Contractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any sub-Contractors. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all

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applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the 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. Contractor 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to the City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of the Services under this Agreement. Contractor 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, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

Contractor:

Video Voice Data Communications
12681 Pala Drive
Garden Grove, CA 92841
Attn: Thomas Sung, Electrical Engineer

City:

CITY OF COACHELLA

1515 6th Street
Coachella, CA 92236
Attn: Jonathan Hoy, PE, Assistant City Manager/City Engineer

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the 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 Contractor under this Agreement (“Documents & Data”). Contractor shall require all sub-Contractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub-Contractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of the City, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use the 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 the City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 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

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Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Contractor shall defend, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its official's officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

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

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

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

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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 Contractor include all personnel, employees, agents, and sub-Contractors of Contractor, 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.

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

3.5.15 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.

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

3.5.17 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.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or sub-Contractors 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.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any sub-Contractor, 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

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or termination. Contractor 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.

3.5.20 Labor Certification. By its signature hereunder, Contractor 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 Workers' 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.

3.5.21 Authority to Enter Agreement. Contractor 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work 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.

CITY OF COACHELLA

Video Voice Data Communications

By: _____
Steven Hernandez Date
Mayor

By: Thomas Sung 03/06/19
Thomas Sung Date
Electrical Engineer

Attest:

Attest:

Andrea Carranza Date
City Clerk

Carlos Campos Date
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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EXHIBIT "B"

SCHEDULE OF SERVICES

EXHIBIT "C"
COMPENSATION

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EXHIBIT "D"

ADDITIONAL WORK

RESOLUTION NO. 2019-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING RESOLUTION NO. 2019-16 ESTABLISHING A FEE SCHEDULE FOR ELECTRIC VEHICLE CHARGING STATIONS THROUGHOUT THE CITY OF COACHELLA

WHEREAS, The City received grant and subvention funds from the Southern California Air Quality Metropolitan District (AQMD) for the purchase of two (2) electric vehicle (EV) charging stations for use by public and City vehicles throughout the City;

WHEREAS, City staff has provided for review to the City Council agreements with Video Voice Data Communications and ChargePoint, Inc. for the Installation and related services for the EV charging stations, including the monitoring of the charging of a vehicle at a ChargePoint EV charging station;

WHEREAS, Users of the stations will need to establish an account with ChargePoint, Inc. to pay ChargePoint, Inc. directly and access the electric charging services. Video Voice Data Communications will be providing all the net revenue collected, related to electric service charges, to the City on a monthly basis. All revenue collected will be deposited back into the fund/location that is paying for the estimated expenses. Additionally, excess revenue (e.g. charged revenue less estimated costs) will go towards future contributions in maintenance or infrastructure repair costs;

WHEREAS, The actual operating cost to use the EV charging stations is approximately \$0.25 per kWh, depending on usage. The operating costs include anticipated utilities, costs per charging station along with anticipated revenue. Based on analysis and evaluation of utilities, network charges, and equipment warranty, the fees are recommended as set forth below.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. Pricing Structure. The City of Coachella City Council establishes the following pricing structure for the EV charging stations installed throughout the City:

Level 2 Charger (CT 4000)	Rate Per Kilowatt Hour	Rate After 4 Hours
	\$0.25	\$3.00 / Hour

Fast Charging (CPE250 50kW)	Rate Per Kilowatt Hour	Rate After 1 Hour
	\$0.40	\$5.00 / Hour

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Section 2. Establishing Fee Schedule for Miscellaneous Fees. Without further action of the City Council, the above referenced fees established by this Resolution shall be incorporated into the City's Uniform Schedule of Miscellaneous Fees for Fiscal Year 2018-19 and updated annually.

Section 3. Title. Adopt Resolution No. 2019-16 Establishing a Fee Schedule for Electric Vehicle Charging Stations Throughout the City of Coachella.

PASSED, APPROVED and ADOPTED this 27th day of March 2019.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2019-16 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of March, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

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STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: William B. Pattison, Jr., City Manager

SUBJECT: Discussion and Potential Action to Oppose Assembly Bill 854 Which Amends the Imperial Irrigation District Governance Structure

STAFF RECOMMENDATION:

This item is being presented to the City Council at the request of Mayor Pro Tem Emmanuel Martinez and Councilmember Bautista.

DISCUSSION/ANALYSIS:

The Imperial Irrigation District (IID) has taken an opposed position to Assembly Bill 854. It is our contention that Assemblymember Chad Mayes is seeking to fix something that has demonstrated effectiveness over the past 85 years.

IID remains confident of its socially conscious, reliable electric service in the Coachella Valley at half the rates of neighboring private electric service providers. IID's performance on behalf of its customers provided electric services has demonstrated efficient organization and management, and has benefited the public good.

AB 854 is turning to the California Legislature to resolve a legal dispute between Riverside County and IID after a Los Angeles County Superior Court found that prior related actions by the Riverside County Board of Supervisors likely constituted an unconstitutional usurpation of the California Legislature's law-making authority.

More importantly, AB 854 would allow Riverside County voters, who do not reside within IID, and do not buy electricity or water from IID, to vote for and serve as members of its Board of Directors. The residents of Riverside County are served by their own water districts and electric companies separate and apart from IID.

It is helpful to understand the historical circumstance that led to the current configuration of IID and the water districts and electric companies that serve Riverside County. IID was formed in 1911, as an irrigation district under what is referred to today as the Irrigation District Law in the California Water Code, to provide water to Imperial Valley residents. Coachella Valley Water District (CVWD) was formed in 1918, as a county water district under what is referred to today as the County Water District Law in the

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California Water Code, to provide water in the Coachella Valley within Riverside County. In the 1920s, a private electric company served electricity to the inhabitants within the boundaries of both IID's and CVWD's territories at a high cost to the residents. In 1926, in order to secure cheaper sources of power, IID authorized an investigation into the possibility of developing hydroelectric power along its canal system.

In 1928, the U.S. Congress enacted the Boulder Canyon Project Act authorizing the development of the Hoover Dam and allowing IID and CVWD to develop facilities for generating and marketing electric power from the gravity fall of water through the canal system to these areas. In 1932, IID and the United States executed a contract under the Boulder Canyon Project Act for the development of the All-American Canal and the Imperial Dam, which diverts water from the Colorado River. The 1932 agreement set in place the boundaries of IID's water service territory and allowed IID to use all the power generation opportunities not reserved by the U.S. created by the canal system. It also allowed for CVWD to annex to IID and for IID to provide water to the Coachella area.

CVWD chose not to annex to IID and challenged IID's contract seeking its own contract with the United States for the development of the Coachella Canal branching off the AllAmerican Canal to serve the Coachella Valley. To resolve this dispute, IID and CVWD entered into the 1934 Compromise Agreement ("1934 Agreement"). Under the 1934 Agreement, CVWD agreed to subordinate its water rights to IID and the parties planned to enter into a 99-year lease to address the rights CVWD would have in the hydroelectric power potential of the Coachella Canal.

While the Coachella Canal was eventually built without any drops and, therefore, there was never any hydroelectric power opportunities from it, IID has paid a significant amount of money to CVWD from energy revenues pursuant to the 1934 Agreement. Of course, should AB 854 be enacted and allowed to stand, the induced breach of contract would certainly relieve IID from paying the portion of revenue.

In 1934, IID also began to acquire diesel electric generators and to construct a distribution system in the Imperial Valley. In 1943, IID decided to expand its power business to the Coachella Valley when it acquired the electric system and properties of the California Electric Power Company in Imperial County and parts of San Diego and Riverside Counties. IID and California Electric Power Company entered into a purchase and sale agreement conditioned upon IID receiving appropriate regulatory approvals and agreeing not to compete in specified areas. Unlike CVWD, as an irrigation district under the California Water Code sections 22115 and 22120 (adopted in 1943), IID has the specific power to generate, transmit, distribute and sell electricity within and outside its boundaries.

The purchase contract with California Electric Power Company determined the electric service territory boundaries for 25 years. Since then IID's electric service area has been formalized further by a succession of boundary service agreements with Southern

California Edison, a successor to California Electric Power Company, which has been approved by the California Public Utilities Commission.

The agreements with CVWD and SCE are expressly allowed by federal law, longstanding agreements involving water rights, among other things, and state law under which the California Legislature expressly authorizes irrigation districts such as IID to "sell, dispose of, and distribute electric power for use outside of its boundaries." (Cal. Wat. Code §22120)

AB 854 faces a number of additional legal obstacles of which you should be aware. In addition to impairing historical contractual and legal obligations of CVWD and IID, AB 854 arguably is preempted by federal law. The 1934 Agreement between CVWD and IID is integral to resolution of legal disputes involving water and hydroelectric power rights. As such, it was an organic part of the whole federal legislative effort to control and mediate the differing competing interests involving the Colorado River. This extensive federal interest was acknowledged by the Supreme Court in *Arizona v. California* (1963) 373 U.S. 546, 588. The Supreme Court elaborated on federal involvement in *California v. United States* (1978) 438 U.S. 645, 673-74: "... because of the unique size and multistate scope of the [Boulder Canyon] Project, Congress did not intend the States to interfere with the Secretary's power to determine with whom and on what terms water contracts would be made." AB 854 would abrogate the IID's contracted rights in its 1932 agreement and under the 1934 Agreement. This abrogating effect would not only impact IID, but all federal contracting agencies with rights to the Colorado River within California. The legal ramifications of AB 854 would create a ripple effect of uncertainty to numerous subsequent federal and state contracts involving the Colorado River and IID's water rights, as well as IID's legal obligations to transfer water to CVWD, San Diego County Water Authority and the Metropolitan Water District of Southern California, undermining any stability to California's water supplies.

In addition, AB 854 raises First Amendment issues. It overrides Imperial Valley residents' electoral control over the IID Board of Directors and it arguably denies the residents of Imperial Valley their right to association. The Supreme Court has recognized: "The freedom to join together in furtherance of common political beliefs necessarily presupposes the freedom to identify the people who constitute the association to those people only. That is to say, a corollary of the right to associate is the right not to associate." *Ca/. Democratic Party v. Jones* (2000) 530 U.S. 567, 574. The Supreme Court recognized an association's right to "limit control over their decisions to those who share the interests and persuasions that underlie the association's being." *Id.* at 574. AB 854 denies the residents of Imperial Valley that right.

AB 854 also violates the "one person, one vote" principle required by the Fourteenth Amendment. Diluting the rights of Imperial Valley residents by adding a greater number of Coachella Valley residents to the voting roster fails under the Fourteenth Amendment's principle of "one person, one vote." *Reynolds v. Sims* (1964) 377 U.S. 533, 538; *Assembly v. Deukmejian* (1982) 30 Cal. 3d 638, 659. "Overweighting and overvaluation of the votes of those living here has the certain effect of dilution and undervaluation of the votes of those living there ... weighing the votes of citizens differently ... merely because of where they happen to reside, hardly seems justifiable." *Reynolds*, 377 U.S. at 563. (emphasis added). AB 854 deprives the residents of Imperial Valley that right.

We have heard that the intent of AB 854 is to redress the idea that IID's electrical service in the eastern Coachella Valley is akin to "taxation without representation." Just so the record is

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correct, a charge for electrical service is a fee and not a tax. See, Cal. Const. art. XIII §1 (e), [defining fees]; *Isaac v. City of Los Angeles* (1998) 66 Cal. App. 4th 586, 597-98. The courts have also held that fee paying ratepayers are not entitled to voting rights when paying fees. *Bay Area Cellular Telephone Co. v. City of Union City* (2008) 162 Cal. App. 4th 686, 693. If IID were a private electric company, such as Southern California Edison which also serves the Coachella Valley and large areas of Riverside County, no such complaint would be heard from customers.

Finally, and perhaps most troublesome of all the legal obstacles AB 854 faces is the change it seeks to achieve in the ownership of IID's water rights. IID has defended its water rights for more than seventy years against various attacks that have led to decisions by the United States Supreme Court affirming the nature of IID's water rights. From *Arizona v. California* (1963) 373 U.S. 546 to *Bryant v. Yellen* (1980) 447 U.S. 352 IID has successfully defended its water rights. Even today, IID is involved in litigation defending its Colorado River water rights. AB 854 would transfer control of the IID Board of Directors to Riverside County, a political subdivision of the state holding no water rights of its own, thereby giving full control over IID's water rights to board members elected by voters from Riverside County. Neither the IID board nor its residents can allow this to happen. Indeed, a cynical view would lead one to believe that such is the real intent of this proposed legislation. Perhaps it is an unintended consequence of AB 854, nonetheless it is a real threat and unacceptable.

In short, IID has done nothing more than what is in the best interest of its residents and customers and fully authorized by federal and state law, which has been memorialized in contracts among several parties. And both IID and CVWD are bound by federal law to honor the 1934 Agreement. AB 854 is more than the shoehorning of Coachella Valley or Riverside County residents onto IID's Board. Rather, it seems a precursor to obtain leverage over IID's water rights through a forced renegotiation of the 1934 Agreement.

Upon review of these facts and law, Assemblymember Mayes is urged to withdraw AB 854, and instead, engage IID in a productive discussion of Coachella Valley ratepayer concerns.

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STAFF REPORT
3/27/2019

TO: Honorable Mayor and City Council Members

FROM: Jonathan Hoy, P.E., Assistant City Manager/City Engineer

SUBJECT: Construction Contract with Granite Construction Company in the amount of \$482,000 and an amount of \$48,000 for contingency for the construction of Green Bike Lane Project, Federal Project CML-5294 (010), City Project ST-84.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Construction Contract with Granite Construction Company in the amount of \$482,000 and an amount of \$48,000 for contingency for the construction of Green Bike Lane Project, Federal Project CML-5294 (010), City Project ST-84.

BACKGROUND:

The City of Coachella has secured \$500,000 for this project using \$460,000 in CMAQ funds for this project with a local share of \$40,000. Work to be done consists of adding bike lane signs and green bike lanes that include a green color “fill” between white stripes. Safety research suggest that the best use of green bike lanes is in conflict areas. Cesar Chavez Street has been deemed by the City of Coachella to be a bicycle conflict area due to its high volume of vehicular travel. However, Cesar Chavez Street must be striped because it’s one of the most travelled streets in the City by commuter bicyclists due to the fact that it connects many residential neighborhoods to commercial areas.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standard practices and in compliance with public contract law. Four companies submitted bids for this project on March 12, 2019 at 3:00 P.M. The bid opening results are listed as follows:

COMPANY	City	Bid Amount
All American Asphalt	Corona	\$465,765.90
Granite Construction Inc.	Indio	\$482,000.00
Onyx Paving Company	Anaheim	\$543,000.00
James McMinn, Inc.	Grand Terrace	\$617,494.37

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All American Asphalt was the apparent lowest bid, but after staff reviewed Exhibit 9-E, Evaluation of Good Faith Efforts determined that the apparent low bidder All American Asphalt did not demonstrate a Good Faith Effort to meet the DBE Goal of 3% required for this project. The contractor provided a DBE goal of 1.8%.

Staff also reviewed the bid from the apparent second lowest bidder and determined that this contractor was in compliance with a DBE goal of 3.42%, exceeding the met goal for the project. Staff has determined that **Granite Construction Company** is the lowest responsive bid and recommends that the City award the project to this company.

FISCAL IMPACT:

The Green Bike Lane Project ST-84 was included in the City's approved CIP for 2018/19FY. The contract amount of \$482,000 and contingency in an amount of \$48,000 will be funded with CMAQ grant and gas tax from FY 18/19 and 19/20.

SUMMARY OF BIDS

GREEN BIKE LANE PROJECT CITY OF COACHELLA BID OPENING: MARCH 12, 2019						AAA		Granite		ONYX	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL	ITEM PRICE	TOTAL
1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 57,749.40	\$ 57,749.40	\$ 35,000.00	\$ 35,000.00	\$ 24,464.71	\$ 24,464.71
2	CLEARING, GRUBBING, AND MISCELLANEOUS REMOVALS; LANDSCAPE RESTORATION	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,600.00	\$ 5,600.00	\$ 25,000.00	\$ 25,000.00	\$ 66,000.00	\$ 66,000.00
3	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,312.06	\$ 7,312.06	\$ 38,114.10	\$ 38,114.10	\$ 37,000.00	\$ 37,000.00
4	WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 700.00	\$ 700.00	\$ 13,000.00	\$ 13,000.00
5	REMOVE CONFLICTING TRAFFIC STRIPE AND PAVEMENT MARKING.	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00	\$ 15,240.00	\$ 15,240.00	\$ 24,000.00	\$ 24,000.00
6	INSTALL DASHED GREEN PAINT PER DETAIL "E" ON SHEET 2	8,443	SF	\$ 4.00	\$ 33,772.00	\$ 6.50	\$ 54,879.50	\$ 6.00	\$ 50,658.00	\$ 6.00	\$ 50,658.00
7	APPLY 6" WHITE THERMOPLASTIC DASHED BIKE LANE INTERSECTION LINE PER CALTRANS TD. PLAN A20D, DETAIL 39A	1,576	LF	\$ 3.00	\$ 4,728.00	\$ 0.50	\$ 788.00	\$ 0.45	\$ 709.20	\$ 0.50	\$ 788.00
8	APPLY 6" WHITE THERMOPLASTIC BIKE LANE LINE PER CALTRANS STD. PLAN A20D, DETAIL 39	48,675	LF	\$ 3.00	\$ 146,025.00	\$ 0.50	\$ 24,337.50	\$ 0.45	\$ 21,903.75	\$ 0.50	\$ 24,337.50
9	APPLY WHITE THERMOPLASTIC SOLID LANE LINE PER DETAIL "B", SEE SHEET 2.	490	LF	\$ 3.00	\$ 1,470.00	\$ 0.25	\$ 122.50	\$ 0.25	\$ 122.50	\$ 0.30	\$ 147.00
10	APPLY WHITE THERMOPLASTIC 6" CHEVRON STRIPE 15' C-C	4,275	LF	\$ 3.50	\$ 14,962.50	\$ 2.30	\$ 9,832.50	\$ 2.25	\$ 9,618.75	\$ 2.50	\$ 10,687.50
11	APPLY 4" WHITE THERMOPLASTIC LANE LINE PER CALTRANS STD. PLAN A20A, DETAIL 11	516	LF	\$ 2.00	\$ 1,032.00	\$ 0.21	\$ 108.36	\$ 0.20	\$ 103.20	\$ 0.24	\$ 123.84
12	APPLY 4" THERMOPLASTIC DOUBLE YELLOW CENTERLINE STRIPE PER CALTRANS STD. PLAN A20A, DETAIL 22.	3,324	LF	\$ 4.00	\$ 13,296.00	\$ 0.52	\$ 1,728.48	\$ 0.50	\$ 1,662.00	\$ 0.55	\$ 1,828.20
13	APPLY 8" THERMOPLASTIC WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN A20D, DETAIL 38.	755	LF	\$ 3.50	\$ 2,642.50	\$ 0.52	\$ 392.60	\$ 0.50	\$ 377.50	\$ 0.55	\$ 415.25
14	APPLY WHITE THERMOPLASTIC TYPE IV ARROW PAVEMENT MARKING PER CALTRANS STD. PLAN A24A.	8	EA	\$ 150.00	\$ 1,200.00	\$ 48.00	\$ 384.00	\$ 47.00	\$ 376.00	\$ 55.00	\$ 440.00
15	APPLY WHITE TYPE I 10'-0" ARROW PAVEMENT MARKING PER CALTRANS STD. PLAN A24A.	2	EA	\$ 150.00	\$ 300.00	\$ 41.00	\$ 82.00	\$ 40.00	\$ 80.00	\$ 100.00	\$ 200.00
16	APPLY WHITE THERMOPLASTIC TYPE VII ARROW PAVEMENT MARKING PER CALTRANS STD. PLAN A24A.	2	EA	\$ 150.00	\$ 300.00	\$ 82.00	\$ 164.00	\$ 80.00	\$ 160.00	\$ 150.00	\$ 300.00
17	APPLY GREEN BIKE LANE SYMBOL PER DETAIL "C" ON SHEET 2	113	EA	\$ 140.00	\$ 15,820.00	\$ 1,200.00	\$ 135,600.00	\$ 1,125.00	\$ 127,125.00	\$ 1,150.00	\$ 129,950.00
18	FURNISH AND INSTALL ROADSIDE SIGN	81	EA	\$ 100.00	\$ 8,100.00	\$ 105.00	\$ 8,505.00	\$ 135.00	\$ 10,935.00	\$ 200.00	\$ 16,200.00
19	FURNISH AND INSTALL ROADSIDE POST	65	EA	\$ 400.00	\$ 26,000.00	\$ 145.00	\$ 9,425.00	\$ 180.00	\$ 11,700.00	\$ 250.00	\$ 16,250.00
20	REMOVE STREET SIGN AND PROTECT POLE IN PLACE	2	EA	\$ 50.00	\$ 100.00	\$ 60.00	\$ 120.00	\$ 70.00	\$ 140.00	\$ 150.00	\$ 300.00
21	UNCLASSIFIED EXCAVATION	605	CY	\$ 80.00	\$ 48,400.00	\$ 67.00	\$ 40,535.00	\$ 75.00	\$ 45,375.00	\$ 50.00	\$ 30,250.00
22	CONSTRUCT 4" ASPHALT CONCRETE PAVEMNET	420	TON	\$ 100.00	\$ 42,000.00	\$ 125.00	\$ 52,500.00	\$ 130.00	\$ 54,600.00	\$ 123.00	\$ 51,660.00
23	CONSTRUCT 11" CLASS 2 AGGREGATE BASE	1,100	TON	\$ 25.00	\$ 27,500.00	\$ 29.00	\$ 31,900.00	\$ 28.00	\$ 30,800.00	\$ 30.00	\$ 33,000.00
24	CONSTRUCTION SURVEY AND MONUMENTATION	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00	\$ 11,000.00	\$ 11,000.00
					Sub-Total	\$ 415,648	\$ 465,765.90	\$ 482,000	\$ 543,000		
					10% CONTINGENCY	\$41,565	\$46,576.10	\$48,200	\$54,300		
					FINAL TOTAL	\$457,213	\$512,342.00	\$530,200	\$597,300		

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CONTRACT

THIS CONTRACT is made this 27th day of March, 2019, in the County of Riverside, State of California, by and between the City of Coachella, hereinafter called City, and Granite Construction Company hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree 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:

**Green Bike Lane Project
Federal Project Number CML-5294 (010)
City Project Number ST-84**

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. 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 60 CALENDAR 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 **four hundred eighty-two thousand dollars and zero cents (\$482,000)**. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500** for each and every calendar 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. 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 Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders

Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Green book Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor 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. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. 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 Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification 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 shall be made available at Engineering Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

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

