



AGENDA

OF A REGULAR MEETING
OF THE
CITY OF COACHELLA

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

January 25, 2023

5:00PM – CLOSED MEETING
6:00 PM – REGULAR MEETING

Pursuant to Assembly Bill 361,
along with the Governor’s State of Emergency Declaration issued on March 4, 2020,
this meeting may be conducted via teleconference.

This meeting’s options will be either in-person or via Zoom:

<p>In-Person Meeting Location:</p> <p>Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA</p>	<p>If you would like to attend the meeting via Zoom, here is the link:</p> <p>https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09 Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 Webinar ID: 884 5727 1898 Passcode: 606140</p> <p>Spanish: El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla</p>
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- Public comments may be received **either in person, via email, telephonically, or via Zoom** with a limit of **250 words, or three minutes:**
 - **In Real Time:**
If participating in real time via Zoom or phone, during the Public Comment Period, use the “**raise hand**” function on your computer, or when using a phone, participants can raise their hand by pressing *9 on the keypad.
 - **In Writing:**
Written comments may be submitted to the City Council electronically via email to cityclerk@coachella.org. Transmittal **prior to the start** of the meeting is required. All written comments received will be forwarded to the City Council and entered into the record.
 - If you wish, you may leave a message at (760) 262-6240 before 5:30 p.m. on the day of the meeting.

- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "Watch Council Meetings" tab located on the home page, and then clicking on the "live" button.

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

ROLL CALL:

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2023-03 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN No. 779-293-009

Agenda Negotiator: General Manager and Utilities Manager

Negotiating Parties: Moon Valley Nursery, LLC

Under Negotiation: Price and Terms

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Lillian V. Castillo, et at., v. City of Coachella, et al.,

Riverside County Superior Court, Case No. RIC2002393

4. Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
One (1) Potential Case

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS:

- [5.](#) Proclamation Coachella Valley Giving Day
- [6.](#) Riverside County Transportation Commission
- [7.](#) 2023 City Event Calendar
- [8.](#) Tierra Del Sol Lighting Improvements Update

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

- [9.](#) Meeting Minutes of December 14, 2022, 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.](#) Special Meeting Minutes of January 9, 2023, 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.
- [11.](#) Resolution 2023-01 approving and funding a Payroll Specialist position in the Finance Department
- [12.](#) Resolution No. 2023-02 approving and funding an Economic Development Technician
- [13.](#) Authorize City Manager to qualify all respondents to Project 082522 and execute professional service agreements with the following qualified firms from the Request for Qualifications for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc.
- [14.](#) Authorize award of a Professional Services Agreement to GM Business Interiors for providing cubicle stations at the Coachella Corporate Yard in the amount \$56,436.61 and appropriation of funding from undesignated reserves; allowing for non-substantive changes by the City Attorney.
- [15.](#) Approve vehicle leases for FY 2022/23 with Enterprise Fleet Management Inc.
 - Approve vehicle surplus listing and replacement for 2022/2023.
 - Authorize the City Manager to approve the Lease Rate Quotes for: eight (8) Ford F-150 units, one (1) Ford Escape, one (1) Ford F-350 and one (1) Passenger Van from Enterprise Fleet Management, Inc.
 - Authorize FY 22/23 appropriation of \$76,643.28 for lease payments of 11 (eleven) new units.

16. Authorize award of a Professional Services Agreement with Southwest Protective Services, Inc. for Security Guard Services Project No. 081221.
17. Authorize the City Manager to execute Professional Services Agreement with RRM Design Group for Professional Planning Consultant Services for preparation of City of Coachella pre-approved accessory dwelling unit (ADU) plans.
18. Quarterly Reports

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

19. Authorize City Manager to execute a Lease Agreement with Desert Recreation District for use of office space at City Hall.
20. Authorize City Manager to execute a Lease Agreement with the Green Room Theatre Company for use of office space at City Hall.
21. Authorize issuance of Notice of Termination to Coachella Valley Raiders Youth Football Association (CVRVFA) and recommend executing Amendment of Memorandum of Understanding (MOU) removing CVRVFA as a party to this MOU.
22. Update on Glenroy Resort Site and Riverside County Purchase; City Council Discussion and Action
23. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

RESOLUTION NO. 2023-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the City Council finds that the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act; and

WHEREAS, the City Council has reconsidered the circumstances of the state of emergency and finds that state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, the City Council desires that the City of Coachella, including all commissions, committees, and other Brown Act bodies shall continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The City Council and all other commissions, committees or other Brown Act bodies of the City shall be authorized to continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3).

Section 3. This Resolution does not prevent or prohibit the City Council or any commission, committee or other Brown Act body of the City from holding hybrid meetings (containing both virtual and in-person components) or from meeting in-person, provided such meetings comply with AB 361 and with all state and local health orders. Commissions, committees and other Brown Act bodies shall comply with all rules established by the City Council and/or City Manager for attendance at meetings.

Section 4. The City Council shall take action to renew this Resolution every thirty days for as long as any state or local officials continue to recommend any measures to promote social

distancing, but the City Council may terminate the Resolution at any time. In the event that more than 30 days pass between regular City Council meetings, the City Council shall take action to renew this Resolution prior to taking any action or engaging in any deliberation or discussion in a virtual meeting; renewal of this Resolution may occur either at the beginning of the next regular meeting or at a special meeting called for such purposes. In the event this Resolution has lapsed, and the City Council has not terminated it, any commission, committee or other Brown Act board of the City shall be authorized to, and shall, make any required findings in order to meet virtually under AB 361.

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 25th day of January 2023.

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. 2023-03 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 25th day of January 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Zepeda
City Clerk



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager
Best Best & Krieger, LLP, City Attorney

SUBJECT: Resolution No. 2023-03 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2023-03 to continue fully or partially virtual public meetings.

BACKGROUND:

The Brown Act generally allows for teleconference or virtual meetings, provided that the physical locations of the council members joining by teleconference are posted on the agenda, that those locations are open to the public and that a quorum of the council members is located within the City. Newly enacted AB 361 provides an exception to these procedures in order to allow for fully virtual meetings during proclaimed emergencies, including the COVID-19 pandemic.

In March of 2020, Governor Newsom issued Executive Order N-29-20, which suspended portions of the Brown Act relating to teleconferencing, enabling fully virtual meetings without having to post the location of the council members attending virtually. Many cities and other public agencies have been holding public meeting using virtual platforms since this time. In June of 2021, Governor Newsom issued Executive Order N-08-21, which provided that the exceptions contained in EO N-29-20 would sunset on September 30, 2021.

On September 10, 2021, the Legislature adopted AB 361, which allows public agencies to hold fully virtual meetings under certain circumstances. Governor Newsom signed the bill into law on September 16, 2021. Because it contained an urgency provision, it took immediate effect. The Governor then suspended AB 361 until October 2, allowing a transition period from the prior Executive Order.

Under AB 361, cities can hold meetings without a public meeting space and without providing notice of the council members' teleconference locations if there is a Governor-proclaimed state of emergency and either state or local officials are imposing or recommending measures to promote social distancing or the City Council determines that meeting in person will be unsafe for attendees. If the virtual meeting is due to social distancing recommendations, the City Council does not have

to make any findings at its first meeting under AB 361. However, to continue meeting virtually, the City Council must find that state or local officials still at least recommend measure to promote social distancing. The findings must be made within 30 days of the first meeting and every thirty days thereafter.

DISCUSSION/ANALYSIS:

On March 4th, 2020, the Governor proclaimed a state of emergency due to the COVID-19 pandemic. The state of emergency remains in effect as of the publication of this report.

Virtual meetings are currently allowed under AB 361 because state and local officials are continuing to recommend measures to promote social distancing. In the case of the pandemic, the requisite standards for holding virtual meetings are low. The City Council would only have to find that any state or local official is recommending measures to promote social distancing. Under the plain language of the statute, there does not have to be an order requiring social distancing, and the recommendation only needs to come from a state or local official. Nothing in the bill requires that the recommendation be a formal recommendation of a local health officer or in any sort of formal guideline.

Under AB 361, the “local agency” – which the Brown Act defines as the City, not the City Council - may utilize virtual meetings if the “legislative body” makes the required findings. As defined in the Brown Act, a “legislative body” includes both the City Council and all committees and commissions. Because the City Council is the most appropriate board to make findings and policy decisions on behalf of the City, the proposed resolution contains a two-pronged approach: It provides that all commissions and committees shall be authorized to utilize virtual meeting procedures for 30 days, and authorizes each individual commission or committee to make findings in support of virtual meetings if the City Council has not renewed or terminated the resolution. Thus, the proposed resolution provides the City Council with the flexibility to allow its commissions and committees to host virtual meetings, while still maintain the City Council’s jurisdiction to require in-person meetings as warranted.

AB 361 allows the use of fully virtual meetings under the foregoing conditions, but it does not prohibit hybrid meetings. By adopting the proposed resolution, and continuing to renew it as conditions warrant, the City Council and any subordinate boards are not precluded from holding meetings that have some traditional components and some virtual or telephonic components. The City Council (and other City boards) may hold meetings where some members join in the Council Chambers and some members join virtually. The City Council may also continue to allow both live and virtual public comments, together with reduced capacity in the Chambers as conditions warrant. For any hybrid meetings, AB 361 requires that members of the public be able to make live public comments directly to the Council or other board using telephonic or electronic means and that the agenda identify the means for making public comments.

As noted above, by adopting the proposed Resolution, the City Council is not prohibited from returning to fully in-person meetings. The Resolution is intended to provide the option to utilize the AB 361 procedures in lieu of the Brown Act’s standard teleconferencing requirements. At future City Council meetings, a consent calendar item will be placed on each agenda to reconsider

and potentially renew the Resolution.

FISCAL IMPACT:

None.

ATTACHMENT:

Resolution No. 2023-03

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, FirstBank has partnered with Desert Community Foundation to launch the inaugural "Coachella Valley Giving Day" on March 1, 2023; and

WHEREAS, Coachella Valley Giving Day is a 24-hour online event that will increase philanthropy and provide awareness and funding for the critical services provided by nonprofits; and

WHEREAS, similar events have been held in Colorado and Arizona that have raised \$61 million on a single day for approximately 4,000 nonprofits in the last year alone; and

WHEREAS, Coachella Valley Giving Day unites the region and inspires individuals and businesses to support the exemplary work of nonprofits making a difference in the Coachella Valley; and

WHEREAS, through partnerships with local donors, nonprofits, and community members, this inaugural event is dedicated to the promise of creating a strong and prosperous future for the community; and

WHEREAS, the City of Indian Wells supports the tradition of philanthropy as it continues to improve the lives of all by promoting the common good.

NOW THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, and on behalf of the City Council, do hereby recognize March 1, 2023, as

Coachella Valley Giving Day



IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 25th day of January 2023.

Steven A. Hernandez

Steven A. Hernandez, Mayor
City of Coachella, California

COACHELLA VALLEY RAIL PROJECT UPDATE

CITY OF COACHELLA CITY COUNCIL
JANUARY 25, 2023

Aaron Hake, Deputy Executive Director

Why Coachella Valley Rail?

- ✓ **Transformational** – Transforms the way Californians will travel
- ✓ **Connections** – Links LA, Orange, San Bernardino, Riverside counties
- ✓ **Access & Equity** – Options for residents in disadvantaged communities
- ✓ **Economic Investment** – Expands access to the regional economy
- ✓ **Sustainability** – Combats climate change by reducing vehicle use



144 **MILES**
Route Length

100% **Commission Supported** ✓

▶ **SoCal Population**
24 Million

▶ **Inland Empire Population**
4.65 Million



Running Time
Los Angeles to Coachella Valley

No. of **Proposed Stations** 9

▶ **San Geronio Pass Travelers**
160,000 / Day

Coachella Valley Rail Corridor



Strong Public Support



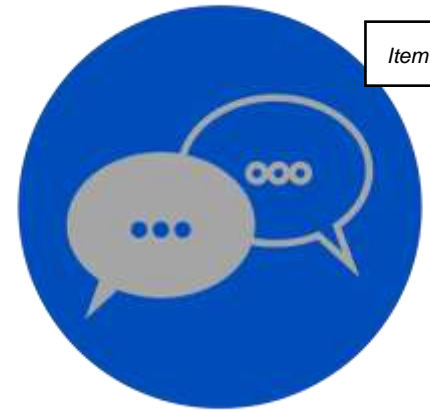
Project Status



- Program-Level (Tier 1) EIS/EIR
- Service Development Plan

Funding need and opportunities

- Seeking \$20 million of the \$60 million needed to complete Tier 2
 - Federal funds
 - Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant program
 - Bipartisan Infrastructure Investment and Jobs Act
 - State Funds
- Local support critical to success
- Support in Congress and State Legislature



Leading the conversation

- RCTC Ad Hoc Committee
- Trip to Washington DC - September 19 - 21, 2022
- California Transportation Secretary visit
- Governor's Infrastructure Advisor meetings
- Significant media interest

By Samantha Lombao FOLLOW

September 20, 2022 11:34 PM Published September 20, 2022 5:18 PM



Local officials head to D.C. to seek funding for Coachella Valley Rail

THE PRESS-ENTERPRISE

News | Train from LA to Palm Springs area – at a \$1...

Train from LA to Palm Springs area – at a \$1 billion cost – planned

Project offers alternative to 10 Freeway and would connect residents to attractions at both ends of route

Progressive RAILROADING



RAILWAY AGE

Proposed L.A.-Indio Passenger Rail Service Makes Headway

CVREPORTER



New momentum, federal support has commuter rail between valley, LA on track

This week, representatives from multiple local governments are meeting with elected officials and others in Washington, D.C. The goal? Build on recent bipartisan support to see commuter rail finally come to the Coachella Valley.

Train From Coachella Valley To Los Angeles Could Be Coming Soon



Desert Sun.

at \$5 card

Business News Life Opinion Real Estate Obituaries eNewspaper Legals

FOR SUBSCRIBERS ENVIRONMENT

Train between the Coachella Valley and Los Angeles could happen in the next decade



GAINING MOMENTUM

Train connecting the Coachella Valley to Los Angeles no longer a mere pipe dream

Erin Rode Palm Springs Desert Sun | USA TODAY NETWORK

Like many other cities in the West, Indio started as a railroad town. Southern Pacific began operating trains to Indio in 1876, connecting the Coachella Valley to Los Angeles and beyond and sparking growth and development in the city.

Passenger trains stopped in Indio for over a century, until Amtrak halted service to the desert station in the late 1990s. In more recent years, passing freight trains have entertained customers at El Mexicali Cafe, a long-standing institution near the tracks on Indio Boulevard.

Indio City councilman Raymond Farnon is a proponent of the Coachella Valley-San Geronimo Rail Project and hopes to one day have a train station built in this area in Indio.

JAY CALDERON/THE DESERT SUN

See TRAIN, Page 7A

Proposed Train Service Between Coachella Valley, L.A. Hits Milestone

This \$1 Billion Train Route From LA To Coachella Valley Is Right On Track RCTC Seeking \$20M To Move Forward With Coachella Valley Rail Project

Passenger rail 'on the track' for Coachella Valley to LA route



Stay Connected



rctc.org



951.787.7141



info@rctc.org



@theRCTC

**Project Webpage:
www.rctc.org/cvr**



2023 Special Event Calendar

- ▶ February 11th Community Clean-up & HHW
- ▶ March 5 – 19 Suavecito Sundays (Sundays only (3))
- ▶ March 11th Day of the Young Child
- ▶ March 25 Coachella Mariachi Festival
- ▶ April 1th Arbor Day
- ▶ April 1st Community Clean-up
- ▶ May 5-26th May Movies in the Park Series (Fridays)
- ▶ July 1st Fourth of July Event
- ▶ Sept 16 or 17 El Grito
- ▶ Sept 30th Community Clean-up & HHW
- ▶ Oct 6–27 October Movies in the Park Series (Fridays)
- ▶ Oct 21st Tacos, Tequila and Chavelas Festival
- ▶ Nov 4th Run With Los Muertos
- ▶ Nov 11th Veterans Pancake Breakfast
- ▶ Nov 11th Synergy
- ▶ Nov 18th Community Clean-up
- ▶ Nov 29th Tree Lighting
- ▶ Dec 8th Holiday Parade

Tierra Del Sol Lighting Improvements Update

JANUARY 25, 2023

Palm Tree Uplighting at all Entrances



Bollards at Entrances: median and parkway corners



Lighting Improvements to all Entrances

- ▶ Improvements include:
 - ▶ Up-lighting to Tierra Del Sol community signage
 - ▶ Bollards in the entry medians and at entrances near signage
 - ▶ Up-lighting to the palm trees in the entry medians and parkway

- ▶ Next Steps:
 - ▶ Bid improvements for 30 days
 - ▶ Return to Council for award
 - ▶ Construction time frame is two-three months



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

MINUTES

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING OF THE CITY OF COACHELLA

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

December 14, 2022
5:00 PM Closed Session
6:00 PM Regular Meeting

CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:10 p.m.

ROLL CALL:

PRESENT: Councilmember Delgado, Councilmember Virgen, Councilmember Figueroa, Mayor Hernandez

City Clerk Zepeda

ABSENT: Mayor Pro tem Galarza, City Treasurer Aviles

(It was announced that Mayor Pro Tem Galazara, will be absent, for an approved reason and Councilmember Delgado will be arriving late.)

Pursuant to Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted both in-person and via teleconference/electronically.

VIRTUAL PUBLIC MEETINGS:

1. Resolution No. 2022-101 a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

Motion: To approve per staff recommendation

Made by: Councilmember Figueroa

Seconded by: Councilmember Delgado

Approved: 3-0, by the following roll call vote:

AYES: Councilmember Delgado, Councilmember Figueroa, Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem

APPROVAL OF AGENDA:

City Manager Martin asked Council to continue Item #20 to the next council meeting to allow new councilmember time to review and give their recommendations.

Motion: To approve continuance of Item #20

Made by: Councilmember Figueroa

Seconded by: Councilmember Delgado

Approved: 3-0, by the following roll call vote:

AYES: Councilmember Delgado, Councilmember Figueroa, Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 50021 Balboa St. Coachella, CA 92236 / APN 768-160-001
City Negotiator: City Manager and City Engineer
Negotiating Parties: RMM Investment Capital
Under Negotiation: Price and Terms
- 3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 50020 Kenmore St. Coachella, CA 92236 / APN 768-163-001
City Negotiator: City Manager and City Engineer
Negotiating Parties: Javier Botello and Virginia Botello
Under Negotiation: Price and Terms
- 4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 50021 Cesar Chavez St. Coachella, CA 92236 / APN 768-163-013
City Negotiator: City Manager and City Engineer
Negotiating Parties: Madrona Real Estate LLC (SC Fuels)
Under Negotiation: Price and Terms
- 5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 50037 Cesar Chavez St. Coachella, CA 92236 / APN 768-163-012
City Negotiator: City Manager and City Engineer
Negotiating Parties: Nika Royal, LLC (Cardenas Markets)
Under Negotiation: Price and Terms

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 83801 Avenue 50 Coachella, CA 92236 / APN 779-280-001
City Negotiator: City Manager and City Engineer
Negotiating Parties: Chandi Enterprises, LLC (Vacant Land)
Under Negotiation: Price and Terms

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

PLEDGE OF ALLEGIANCE:

City Attorney Campos lead The Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

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

PROCLAMATIONS/PRESENTATIONS:

None

WRITTEN COMMUNICATIONS:

Email read by City Clerk Angela Zepeda from resident Tony Perez asking Council to vote no on Consent Items 13-16.

CONSENT CALENDAR:

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

7. Regular Meeting Minutes of November 9, 2022, 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.
8. Special Meeting Minutes of December 7, 2022, 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.
9. Voucher Listing — EFT's/Utility Billing Refunds/FY 2022-23 Expenditures as of December 14, 2022, \$3,137,111.00
10. Adopt Ordinance No. 1199 for second reading amending Chapter 4.40 of the Coachella Municipal Code pertaining to the collection of Transportation Uniform Mitigation Fees (TUMF).
11. Adopt Ordinance No. 1200, second reading, revising Municipal Code Title 15, Chapter 15.24 for the purpose of adopting the 2022 California State Fire Code.

- 12. Adopt Ordinance No. 1201, second reading, revising Municipal Code Title 15 for the purpose of adopting the 2022 California State Building Codes
- 13. Resolution No. 2022-103 creating job positions in the Customer Service job position series.
- 14. Resolution No. 2022-104 approving and funding an Administrative Assistant job position in the Economic Development Department.
- 15. Resolution No. 2022-105 approving and funding an administrative assistant job position in the Public Works Department.
- 16. Resolution No. 2022-106 authorizing and funding a Management Analyst job position in the Human Resources Department.
- 17. Investment Report – September 2022
- 18. Authorization to file a Notice of Completion for Street Pavement Rehabilitation Phase 17, City Project ST-105 (Vista Escondida Neighborhood Slurry and Striping Improvements)

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Virgen

Approved: 4-0, by the following roll call vote:

AYES: Councilmember Delgado, Councilmember Virgen, Councilmember Figueroa, Mayor Hernandez

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

City Manager Martin asked council to continue Item 20 to the January 25, 2023 Council Meeting.

- 19. Adopt Resolution No. 2022-100 receiving and filing the City of Coachella Development Impact Fees Annual Report 2022 pursuant to Government Code Sections 66000-66008.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Virgen

Approved: 4-0, by the following roll call vote:

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

20. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

21. Consideration to Fill Five Planning Commission Vacancies

Motion: Mayor Hernandez recommend that the Community Development Director post the vacancies for 30 days when the City Office reopens on January 3, 2023.

Made by: Councilmember Delgado
 Seconded by: Councilmember Virgen
 Approved: 4-0, by the following roll call vote:

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

22. Approve joint construction contract agreement with DR Horton in the amount of \$511,369 plus 15% contingency for roadway widening between the eastern boundary of Mariposa Point and Van Buren Street which is a portion of the Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado
 Seconded by: Councilmember Virgen
 Approved: 4-0, by the following roll call vote:

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

23. Proposed Modifications to Title 17 Zoning Ordinance - Streamline Code Amendments related to development standards and permitted uses. City-Initiated.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado

Seconded by: Councilmember Virgen
Approved: 3-0, by the following roll call vote:
(Due to technical difficulties, Mayor Hernandez was unable to vote)

AYES: Councilmember Delgado, Councilmember Virgen, Councilmember Figueroa
NOES: None
ABSTAIN: None
ABSENT: Mayor Pro Tem

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

24. Resolution No. 2022-89, A Resolution of Necessity for the Acquisition of Fee Interest in Certain Real Property, by Eminent Domain, Located *on the north side of 52nd Avenue, one lot west of Hernandez Street* in the City of Coachella, More Particularly Described as Assessor Parcel No. 763-412-040, In Riverside County, California, for the Central Park Project, in Riverside County, California.

Motion: To approve per staff recommendation

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

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

SUCCESSOR AGENCY:

25. Resolution No. SA-2022-02, Approving the Recognized Obligation Payment Schedule (ROPS) 23-24.

Motion: To approve per staff recommendation

Made by: Councilmember Delgado
Seconded by: Councilmember Virgen
Approved: 3-0, by the following roll call vote:
(Due to technical difficulties, Mayor Hernandez was unable to vote)

AYES: Councilmember Delgado, Councilmember Virgen, Councilmember Figueroa,
NOES: None
ABSTAIN: None
ABSENT: Mayor Pro Tem

PUBLIC COMMENTS (NON-AGENDA ITEMS):

None.

REPORTS AND REQUESTS:

1. Mayor Hernandez requested from CM a full organizational chart.
2. Councilmember Virgen requested an updates from LAFCO at next meeting.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Councilmember Delgado adjourned the meeting at 7:42 p.m.

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

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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

MINUTES

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

January 09, 2023
5:00 PM Special Meeting

CALL TO ORDER: -

The Special Meeting of the City Council of the City of Coachella was called to order at 5:03 p.m. by Mayor Hernandez.

ROLL CALL:

PRESENT: Councilmember Virgen, Councilmember Figueroa, Councilmember Delgado, and Mayor Hernandez

ABSENT: Mayor Pro Tem Galarza, City Treasurer Aviles, City Clerk Zepeda

Pursuant to Assembly Bill 361, along with the Governor’s State of Emergency Declaration issued on March 4, 2020, this meeting was conducted both in-person and via teleconference/electronically.

APPROVAL OF AGENDA:

There were no modifications to the agenda.

DISCUSSION:

Update on Glenroy Resort Site and Riverside County Purchase

Council directed that the item be continued to the February 8, 2023 regular Council Meeting.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 6:05 p.m.



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Resolution 2023-01 approving and funding a Payroll Specialist position in the Finance Department

STAFF RECOMMENDATION:

Approve Resolution No. 2023-01 creating and funding a Payroll Specialist job position in the Finance Department.

BACKGROUND:

Specialized payroll duties are currently performed by an Accounting Technician. The City does not have a position consistent with the specialized knowledge and expertise necessary to complete city payroll activities. City staff evaluated the current Accounting Technician job description against surrounding cities and identified a need to realign the work performed by the Accounting Technician position. All surrounding cities surveyed have a specialized payroll position consistent with specialized requirements.

The creation of the Payroll Specialist position will maintain employment competitiveness and facilitate realignment with the standard structures in the surrounding cities. Reviewed job classifications were based on a higher level of experience and responsibility than positions classified as Accounting Technicians. The Compensation for the Payroll Specialist positions were also higher than Technician compensation ranges allowing for career advancement opportunities and retention of properly qualified personnel.

City staff has met and conferred with union representatives for the applicable bargaining unit who conveyed support for the item as recommended.

DISCUSSION/ANALYSIS:

It has been the City's long-standing practice to provide opportunities for employees to grow within the organization through promotion and to transition through the various steps of a chosen career path. It is also the City's overall practice to maintain sufficiently specialized and responsible positions to maintain high service levels. Opening this position for internal recruitment with the

expectation that the Accounting Technician currently processing payroll would be the most qualified candidate would continue that practice and facilitate employee growth and retention.

After evaluating the job duties performed by the Accounting Technician and the required skill set to perform in the preparation, maintenance and processing of the City-wide payroll it was concluded that a new position should be created.

Funding for the proposed position would come primarily from freezing the existing Accounting Technician position with minimal expected cost increases.

Due to the responsibility and skill set required for the new positions staff is proposing the pay range below which is consistent with survey results:

Proposed salary range:

- \$73,582.70 - \$93,862.08/annually – Grade 18

FISCAL IMPACT:

The minimal expected cost increase associated with this action of \$7,983 can be absorbed in the City's 2022-23 approved budget and will not result in additional appropriations. The full annual impact is approximately \$19,159 which would be included in future annual budgets. This action is a realignment and does not add any additional staff.

ALTERNATIVES:

1. Approve staff's recommendation to approve Resolution No. 2023-01 internally opening up a Payroll Specialist position in the Finance Department.
2. Maintain the current position level.

ATTACHMENTS

Resolution 2023-01

Exhibit 1:

Payroll Specialist Job Description

RESOLUTION NO. 2023-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND FUNDING FOR A FULL-TIME PAYROLL SPECIALIST

WHEREAS, the City has identified need to realign the Accounting Technician position to accommodate the full duties and responsibility of the City’s payroll functions consistent with the standard structures in place in neighboring cities and across the government sector.

WHEREAS, the City currently does not have a Payroll Specialist job position consistent with the specialized knowledge and expertise necessary to complete city payroll activities which are currently performed by an Accounting Technician.

WHEREAS, the City evaluated the duties performed by the Accounting Technician and the required skill set to perform the duties. A Payroll Specialist position is needed based on the duties performed.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. 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. The City Council hereby approves the Creation and Funding of a Full-Time Payroll Specialist position (attached hereto as Exhibit 1) in the Finance Department and freezes the currently filled payroll technician position once filled.

PASSED, APPROVED and ADOPTED this 25th day of January, 2023.

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. 2023-01 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 25th day of January 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Deputy City Clerk



City Hall
53-990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

PAYROLL SPECIALIST

DEFINITION

Under general supervision, performs responsible para-professional technical work; prepares and processes the bi-weekly payroll and related taxes; assesses payroll deductions, benefits and related obligations; maintains time reports, payments, benefit accruals and payroll deductions; investigates and corrects errors regarding salary, deduction and leave banks; prepares confidential reports on salary and benefit costs and other data in support of negotiations and grievance resolution; and performs general accounting technical duties for City-wide payroll; performs other finance related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned managerial personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

The Payroll Specialist is an advanced journey level classification in which incumbents are expected to perform the most complex paraprofessional payroll assignments and technical financial assignments. Incumbents work independently, exercise a high level of discretion and independent judgment in performing the full range of payroll functions.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Coordinates the activities involved in processing City bi-weekly payrolls including payment and accounting of salary, payroll deductions, benefits, and related obligations including bank wire transfers; maintenance of time reports, salary payments, benefits, and payroll deductions; accounting and reporting of retirement system contributions in accordance with City policies and procedures and labor contract agreement provisions;
- Processes, calculates, and maintains records of a variety of payroll actions, including wage garnishment, benefits withholding, overtime hours and worker's compensation claims, maintains employee records for voluntary and non-voluntary deductions; prepares reports and payment for various tax, financial and insurance organizations.
- Applies provision of collective bargaining contracts and personnel rules as they apply to payroll and leave usage.
- Applies applicable tax laws with regard to the employee benefits and earnings.
- Assists department and employees by providing payroll information.
- Researches and remains current on Federal and State payroll tax law changes, pension, benefits and other applicable regulations affecting payroll.

- Receives and verifies timesheets; checks for available sick leave and vacation days and other types of available leave days and inputs into payroll system, advises supervisors and employees on requirements for time reporting.
- Processes personnel actions making appropriate adjustments/changes in the payroll system.
- Prepares reports and payments for employee retirement benefits; prepare quarterly Federal and State tax reports.
- Reconciles quarterly tax reports to the general ledger; reconciles payroll liability accounts, resolves discrepancies.
- Prepares insurance premium statement for payments; updates insurance changes for City employees.
- Maintains a variety of files and records related to the City's payroll system; reconciles transactions and data as directed; records change and resolves differences, maintains accuracy of payroll records.
- Posts data to various ledgers, registers, journals and logs according to established accounting techniques and procedures.
- Ensures employees are correctly set up in the payroll system
- Performs narrowly defined accounting related tasks as assigned for Finance Department activities such as cash receipts or customer billing.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Federal, State and City laws, regulations and guidelines applicable to timekeeping, payroll preparation and pay reporting.
- Methods, practices, documents and terminology used in processing payroll transactions and in payroll recordkeeping.
- The City's payroll system and associated practices and procedures for processing payroll information and interpreting input and output data.
- Payroll and deductions policies, practices and procedures, including garnishment and employment verification.
- Records management and file maintenance procedures.
- Standard office practices and procedures.
- Principles and practices of quality customer service and sound business communication.
- The City's Human Resources policies and labor contract provisions.
- Computerized finance systems and computer software and systems related to accounting and payroll processes.
- City municipal code and ordinances, including memorandums of understanding.
- Principles and practices of auditing payroll and other accounting and finance documents.

Ability to:

- Plan, schedule and coordinate the operation of a complex payroll system.
- Organize work to meet critical deadlines.
- Interpret and apply laws, rules and regulations relations related to payroll operations.
- Revise, record and verify payroll information with speed and accuracy.
- Understand and apply California Public Employees Retirement System (PERS) rules and regulations related to City and member retirement contributions.
- Operate and maintain modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.

- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Work with frequent interruptions and under the pressure of recurring deadlines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying toward the requirements below:

Graduation from an accredited four-year college or university with major coursework in accounting, finance, business, public administration, or a closely related field and 4 years of responsible professional public accounting experience with at least two years specifically related to payroll.

Or:

Completion of an associated degree in accounting and 4 years' experience in direct preparation and maintenance of payroll, in an equivalent or larger size organization.

The degree requirements can be offset in limited circumstances where the incumbent possesses a current Certified Payroll Professional (CPP) designation or can demonstrate 6 years of direct payroll function related experience in an equivalent position at an equivalent size or larger organization.

Licenses and Certifications:

Possession of a valid California class C driver's license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen, and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas will be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Resolution No. 2023-02 approving and funding an Economic Development Technician

STAFF RECOMMENDATION:

Adopt Resolution No. 2023-02 approving and funding an Economic Development Technician job position in the Economic Development Department.

BACKGROUND:

Management continues to identify and evaluate staffing needs within City departments. As part of this ongoing evaluation process, certain duties/tasks were identified in the Economic Development Department that overlap duties currently performed by the Business License Technician in the Finance Department. Business license processing consists of technical input from completed business license applications and interactions with local businesses. Interactions with local businesses are not a functional service suited to Finance Department objectives. Moving the interactions with local businesses to the Economic Development Department would better align City department needs and allow for expanded and broader support to local businesses. The Business License Technician possesses the experience and technical abilities from working with the City's business community to fill the role and would be better utilized in the Economic Development Department. Duties that would be performed would be to work with local businesses on retention/expansion plans, assist with grant administration and outreach work.

Initially the staffing need discussed (as part of the 2022-2023 budget process) was for the Grants Division of the Economic Development Department to fill a Department Assistant II position (currently recruited but unfilled). The Department Assistant II could be reassigned to the Finance Department and would add sufficient capacity to allow customer service to appropriately complete the technical aspects of Business License processing in the Finance department.

City staff has met and conferred with union representatives for the applicable bargaining unit who conveyed support for the item as recommended.

DISCUSSION/ANALYSIS:

Creating the Economic Development Technician position will allow the department the opportunity to fully utilize the technical skills and expertise/knowledge of the experienced Business License Technician to reinforce/strengthen social dialogue through community outreaches for business attraction.

This position is specifically recommended to facilitate and streamline services in the Economic Development Department. Management is recommending the creation of the Economic Development Technician position and reclassification of the Department Assistant II (subsequently converted to Customer Service Representative II) from Economic Development to Finance. As part of this action, the Business License Technician position will be removed from the City's approved positions.

FISCAL IMPACT:

Since this action would reclassify a funded technician position to another technician position with similar salary classification (Technician Level) the cost increase associated with this action are expected to be insignificant and can be absorbed in the City's 2022-23 approved budget and will not result in additional appropriations. The proposed salary range for this position is \$63,357 - \$80,881 at Technician Grade 17.

ALTERNATIVES:

1. Adopt staff's recommendation to approve Resolution No. 2023-02 approving and funding Economic Development Technician position in the Economic Development Department.
2. Maintain the current position level.

ATTACHMENTS

Resolution 2023-02

Exhibit 1:

Economic Development Technician Job Description

RESOLUTION NO. 2023-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND FUNDING FOR A FULL-TIME ECONOMIC DEVELOPMENT TECHNICIAN IN THE ECONOMIC DEVELOPMENT DEPARTMENT

WHEREAS, the City has identified staffing reassignment efficiencies in the Economic Development and Finance Departments.

WHEREAS, the City currently has a Business License Technician in the Finance Department who provides technical input for business license processing. The City has a need to expand services to local businesses and facilitate community growth through grant administration activities. The proper Department to process technical input for business licenses is Finance while extended business services fall under the purview of the Economic Development Department.

WHEREAS, the City evaluated department structures in the Finance and Economic Development departments and determined that an Economic Development Technician position and reassignment of a Department Assistant II would better align with the department needs and skill levels necessary to facilitate and streamline services within the respective departments.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella, as follows:

Section 1. 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. The City Council hereby approves the Creation and Funding of a Full-Time Economic Development Technician position consistent with the job description attached hereto as Exhibit 1.

Section 3. The City Council hereby removes the Business License Technician job description as an approved City position.

Section 4. The City Council hereby reassigns the Department Assistant II position approved in the Economic Development Department (Grants Division) to the Finance Department as a Customer Service Representative II position to add sufficient staffing capacity to allow for technical processing of business licenses by Customer Service staff.

PASSED, APPROVED and ADOPTED this 25th day of January, 2023.

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. 2023-02 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 25th day of January 2023, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Deputy City Clerk



City Hall
53-990 Enterprise Way
Coachella, CA 92236
Telephone: (760) 398-3502

ECONOMIC DEVELOPMENT TECHNICIAN

DEFINITION

Under general supervision, performs a wide variety of technical and administrative work and problem solving in areas relating to economic and business development, business services, community marketing and development and general administrative services to strengthen, expand and improve the local economy. Provides grants administration support; assists in coordinating grants programs, special projects and studies. Performs other related duties as assigned

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned managerial personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is an experienced class that perform the full range of technical paraprofessional work performing a variety of record keeping, community engagement and report preparation activities. Incumbents serve as a resource for grants administration analyses and studies. Works independently, exercise judgement, troubleshooting and initiative. Position, at this level receive only occasional instruction or assistance as a new or unusual situation arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Participates in the development and implementation of goals, objectives, policies and priorities for assigned programs and projects;
- Assist in developing and implement strategies and programs for business attraction, enhancement, retention and expansion including assistance to local businesses, conducting surveys, providing referrals, and assist businesses with expansion plans.
- Coordinate with City accounting staff on grant, donation, fundraising and other special fund management.
- Maintains specialized databases and systems for recording and tracking grant proposals, awards and related statistical information.
- Assist in writing, submitting and tracking grant request and applications, including letters, proposals, budgets and presentations.
- Assist with staff reports and presentations related to grant program activities and services; performs a variety of public relations and outreach work related to assigned activities.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- City's and the Department's policies and procedures
- Project and or program management, analytical processes and report preparation techniques; municipal programs such as grant administration, finance, budgeting and other related governmental programs.
- Research and reporting methods, techniques, and procedures.
- Applicable Federal, State and local laws, codes and regulations.
- Marketing methods and procedures.
- English usage, grammar, spelling, vocabulary and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Read, understand, interpret and apply relevant city, county, state and federal statues, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operation guidelines and directives.
- Organize work to meet critical deadlines.
- Operate and maintain modern office equipment, including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Work with frequent interruptions and under the pressure of recurring deadlines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12th) grade and three (3) years of responsible office support and/or technical experience, preferably in public service, or related field.

Licenses and Certifications:

Possession of a valid California class C driver's license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen, and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas will be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize City Manager to qualify all respondents to Project 082522 and execute professional service agreements with the following qualified firms from the Request for Qualifications for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc.

STAFF RECOMMENDATION:

Authorize City Manager to qualify all respondents to Project 082522 and execute professional service agreements with the following qualified firms from the Request for Qualifications for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc.

EXECUTIVE SUMMARY:

Staff published a Request for Qualifications for On Call Engineering Services Project 082522. Staff received a total of 21 responses. The responses have been reviewed and scored by staff in the following departments: engineering, grants, public works and utilities. All of these departments have a need for on-call engineering services to execute existing projects.

Based on current departmental needs by engineering, grants, public works and utilities, staff is recommending award of eight (8) agreements to the following engineering firms to be used for services as needed: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc. All agreements are for a three (3) year term with a not to exceed amount of \$200,000 annually. Award of these agreements will allow all city departments to use the services provided by these firms and eliminate delays in the execution of budgeted projects/operational needs/grant submittal needs that arise. Staff is also recommending all responses be qualified and thus available for staff to request additional services as needed from each firm that responded to this RFQ: all responding firms are listed below:

Consultant
Borrelli And Associates Inc.
BSE Engineering, Inc.
Michael Baker International
Dudek
Design West Engineering
Engineering Resources of Southern California
TJKM Transportaion Consultants
Onward Engineering
Lee+Ro
TKE Engineering, Inc.
Kimley-Horn
SVA Architects, Inc.
NAI Consulting
Heptagon Seven
General Technologies & Solutions
HR Green Pacific, Inc.
STC Traffic, Inc.
TR Design Group, Architecture
NV5, Inc.
Interwest Consulting Group
AKEL Engineering Group, Inc.

FISCAL IMPACT:

None; services will be used to execute already budgeted projects.

Attachments: Proposed Agreements (8)

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and SVA Architects, Inc., a corporation, with its principal place of business at 6 Hutton Center Drive, Suite 1150, Santa Ana, CA 92707 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project 082522 project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including

authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Robert M. Simmons.

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

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

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

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

any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants

and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: SVA Architects, Inc.
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707

ATTN: Robert M. Simmons

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Maritza Martinez

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project,

it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the

Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
SVA ARCHITECTS, INC**

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

CITY OF COACHELLA

SVA ARCHITECTS, INC

Approved By:

Gabriel D. Martin, PhD
City Manager

By: _____

Its: President

Approved as to Form:

Printed Name: Robert M. Simmons

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering and architectural design work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

EXHIBIT "C" COMPENSATION

E. Cost Proposal

FEE STRUCTURE

- **Percentage of Construction Cost** - SVA typically bases our professional Architectural and Engineering (A/E) fees on a percentage of construction for our base A/E scope. Pending on the project scope and number of projects assigned, we might be able to offer a discount.
- **Fixed Fee** - SVA Architects can generate a fixed fee based on the scope and schedule of the project. Project scope needs to be defined to a certain level to reflect the services that will be provided.
- **Task-Oriented** - SVA Architects can establish a "shopping list" for the various tasks for both the Architect and the Consultants. As the project progresses, the District can select or eliminate the services as required.
- **Time & Material** - If the scope is not fully defined, SVA Architects can establish a not-to-exceed allotment amount to bill against utilizing our proposed hourly rates.

HOURLY FEES

SVA Architects

(Architect)

Partner/Principal	\$225
Senior Project Architect/Manager	\$195
Senior Designer	\$185
Project Architect/Manager	\$175
Job Captain	\$155
Intermediate Technical Designer	\$125
Junior Technical Designer	\$100
Clerical Staff	\$75

Kimley Horn

(Civil/Structural Engineer/Landscape Architect)

Analyst	\$110-\$145
Professional	\$145-\$185
Senior Professional I	\$190-\$245
Senior Professional II	\$240-\$270
Senior Technical Support	\$115-\$190
Support Staff	\$85-\$105
Technical Support	\$100-\$135

RTM Engineering Consultant

(MEP Engineers)

Principal	\$265
Associate	\$175
Senior Design Engineer	\$160
Design Engineer	\$145
CAD Technician	\$95
Clerical	\$70

Sierra West Group

(Cost Estimator)

Principal	\$150
Senior Cost Manager	\$140
Chief Estimator	\$125
Mechanical / Electrical Estimator	\$110
Civil Engineer / Estimator	\$110
Administrative	\$78

Reimbursable Fees

Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, and messenger services.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25TH day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Kimley-Horn and Associates, Inc., a corporation, with its principal place of business at 45-025 Manitou Drive, Suite 11, Indian Wells, CA 92210 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project 082522 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Frank Hoffmann, Project Manager.

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

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

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

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

any of the Services or to work on the Project.

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants

and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

(C) Professional Liability (Errors & Omissions):

(D) (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by

the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Kimley- Horn and Associates, Inc.
45-025 Manitou Drive, Suite 11
Indian Wells, CA 92210
ATTN: Frank Hoffmann

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Maritza Martinez

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or

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

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

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

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

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary,

appropriate or convenient to attain the purposes of this Agreement.

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
KIMLEY-HORN AND ASSOCIATES, INC**

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

CITY OF COACHELLA

KIMLEY-HORN AND ASSOCIATES, INC

Approved By:

Gabriel D. Martin, PhD
City Manager

By: _____

Its: Principal-in-Charge

Approved as to Form:

Printed Name: Jean Fares

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

EXHIBIT "C"
COMPENSATION



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$120 - \$150
Analyst II	\$150 - \$190
Professional	\$190 - \$215
Senior Professional I	\$215 - \$295
Senior Professional II	\$295 - \$385
Senior Technical Support	\$105 - \$270
Technical Support	\$95 - \$155
Support Staff	\$80 - \$135

Rates are effective through June 30, 2023.

Subject to annual adjustment thereafter

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at cost plus 10% or per the contract. Mileage will be billed at the Federal Rate.

Sub-Consultants will be billed at 10% mark-up or per the Contract

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Heptagon Seven Consulting Inc, a corporation, with its principal place of business at 8413 E. Baseline Road, Suite 106, Mesa AZ 85209 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project 082522 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Brad Donais.

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

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

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

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

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Heptagon Seven Consulting
8413 E. Basline Road, Suite 106
Mesa, AZ 85209

ATTN: Brad Donais

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Maritza Martinez

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project,

it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the

Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
HEPTAGON SEVEN CONSULTING INC**

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

CITY OF COACHELLA

HEPTAGON SEVEN CONSULTING INC

Approved By:

Gabriel D. Martin, PhD
City Manager

By: _____

Its: Principal

Approved as to Form:

Printed Name: Brad Donais

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

EXHIBIT "C" COMPENSATION

Section D. Cost Proposal

For projects with the well-defined scope of work, Heptagon Seven prefers to provide Lump Sum amounts per work order tasks, providing back up of work hours per task. For those instances where the scope of work is not well-defined or as directed by City Staff, Heptagon Seven will provide services at the request of the Client on an hourly basis, based on the following breakdown. To the extent possible with each requested task where applicable, Consultant will provide an anticipated hourly estimate for each requested service prior to initiating said service.

- | | |
|---------------------------------|-------------------------------------|
| • Project Manager | \$200 / hour |
| • Project Engineer | \$175 / hour |
| • Principal Landscape Architect | \$150 / hour |
| • Project Manager (LA) | \$110 / hour |
| • Graphic Specialist (LA) | \$110 / hour |
| • CAD Designer (LA) | \$95 / hour |
| • Principal Surveyor | \$200 / hour |
| • Designer / Survey Analyst | \$135 / hour |
| • 2 Man Survey Crew | \$295 / hour (Prevailing Wage rate) |
| • Administrative Assistant | \$90 / hour |

Due to the possible length of this On Call Engineering, the Heptagon Seven Team's Hourly Rates are reviewed on an annual basis and adjusted for cost of living and employee wage increases. Therefore, we request the ability to revisit the above noted rates on a yearly basis. The final annual rates will be negotiated with the City and updated only upon City approval.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Michael Baker International, a corporation, with its principal place of business at 75-410 Gerald Ford Drive, Palm Desert, CA 92211 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project 082522 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Steven Latino.

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

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

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

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

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Michael Baker International
75-410 Gerald Ford Drive, Palm Desert CA 92211
ATTN: Steven Latino

City: City of Coachella
 53462 Enterprise Way, Coachella, CA 92236
 ATTN: Maritza Martinez

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be

responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
MICHAEL BAKER INTERNATIONAL**

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

CITY OF COACHELLA

MICHAEL BAKER INTERNATIONAL

Approved By:

Gabriel D. Martin, PhD
City Manager

By: _____

Its: Vice President

Approved as to Form:

Printed Name: Christopher Alberts, PLS

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, structural, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

**EXHIBIT "C"
COMPENSATION**



TYPICAL HOURLY RATES

Title	2022 – 2023
Senior Principal	\$321
Principal	\$285
Senior Project Manager	\$263
Task Leader	\$236
Structural Engineer	\$250
Senior Planner	\$198
Electrical Engineer	\$187
Project Engineer / Landscape Architect	\$180
Senior GIS Analyst	\$180
Project Planner	\$166
Environmental Specialist	\$161
Design Engineer / Senior Designer / Survey Analyst	\$171
GIS Analyst	\$161
Designer/Planner	\$145
Project Coordinator	\$134
Graphic Artist	\$117
Environmental Analyst / Staff Planner / Design Technician	\$124
Assistant Engineer / Planner	\$112
Permit Processor	\$102
Engineering Aid / Planning Aid	\$91
Office Support / Clerical	\$80
Survey Personnel	
2-Person Survey Crew	\$300
1-Person Survey Crew	\$182
Licensed Surveyor	\$214
Field Supervisor	\$193
Construction Management Personnel	
Principal Construction Manager	\$289
Construction Manager	\$258
Contract Manager	\$214



City of Coachella
On Call Engineering Services, Project No. 082522

Resident Engineer	\$214
Construction Inspector (Prevailing Wage)	\$214
Construction Inspector (Non-Prevailing Wage)	\$193
Field Office Engineer	\$193
Construction Technician	\$102
Contract Support	\$85
Other Direct Costs	Rate
Mileage	At IRS Allowable
Blueprinting, Reproduction, Postage/Overnight Delivery	15% Markup

Rates may change beginning with January 2024, increases will be based on CPI.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") and Akel Engineering Group Inc, a corporation, with its principal place of business at 7433 North First Street, Suite 103, Fresno, CA 93720 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project 082522 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Tony Akel.

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

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

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

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

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Akel Engineering Group Inc
7433 North First Street, Suite 103
Fresno, CA 93720

ATTN: Tony Akel

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Maritza Martinez

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless

Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

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

understandings or agreements.

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
AKEL ENGINEERING GROUP INC**

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

CITY OF COACHELLA

AKEL ENGINEERING GROUP INC

Approved By:

Gabriel D. Martin
City Manager

By: _____

Its: President

Approved as to Form:

Printed Name: Tony Akel

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

EXHIBIT "C" COMPENSATION

E. COST PROPOSAL



FEE SCHEDULE

Effective Through:
June 30, 2023

Category	Hourly Rate
Senior Principal Engineer	\$273
Principal Engineer	\$246
Senior Engineer	\$203
Associate Engineer	\$182
Assistant Engineer	\$155
Engineering Assistant	\$123
Senior GIS Technician	\$161
GIS Technician	\$134
Word Processing/Secretarial	\$107
Other Direct Expenses	
Other Direct Cost	Cost plus 5%

** Fee Schedule is subject to an annual increase at the end of the fiscal year*

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and BSE Engineering Inc., a corporation, with its principal place of business at 9903 Businesspark Avenue, Suite 104, San Diego, CA 92131 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project 082522 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Alan Brown.

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

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

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

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

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: BSE Engineering Inc.
9903 Businesspark Ave, Suite 104

San Diego CA 92131
ATTN: Alan Brown

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Maritza Martinez

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at

City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

3.7.14 Amendment; Modification. No supplement, modification, or amendment of

this Agreement shall be binding unless executed in writing and signed by both Parties.

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
BSE ENGINEERING INC**

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

CITY OF COACHELLA

BSE ENGINEERING INC

Approved By:

Gabriel D. Martin, PhD
City Manager

By: _____

Its: Principal

Approved as to Form:

Printed Name: Alan Brown

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, structural, electrical and mechanical. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

**EXHIBIT "C"
COMPENSATION**

	Hourly Rate Start Date - Dec. 31, 2023	Hourly Rate Jan 1, 2024 - Dec. 31, 2024	Hourly Rate Jan 1, 2025 - Dec. 31, 2025	Hourly Rate Jan 1, 2026 - Dec. 31, 2026
Principal Engineer	\$252	\$260	\$268	\$276
Senior Associate	\$222	\$229	\$236	\$243
Associate Engineer	\$201	\$207	\$213	\$219
Senior Engineer	\$185	\$191	\$197	\$203
Project Engineer	\$165	\$170	\$175	\$180
Engineer II	\$149	\$154	\$158	\$163
Engineer I	\$127	\$130	\$134	\$138
Project Coordinator	\$127	\$130	\$134	\$138
Senior Designer	\$149	\$154	\$158	\$163
Designer	\$114	\$118	\$121	\$125
Senior CAD	\$111	\$115	\$118	\$122
CAD	\$90	\$93	\$96	\$98
Admin	\$67	\$69	\$71	\$73

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53462 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and Dudek, a corporation, with its principal place of business at 78-075 Main Street, Suite G203, La Quinta, CA 92253 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On-Call Engineering Services Project No. 082522 project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** without

written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Charles Greely, Principal/Project Manager.

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

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

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

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

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: Dudek
78-075 Main Street, Suite G203, La Quinta CA 92253
ATTN: Charles Greely

City: City of Coachella
53462 Enterprise Way, Coachella, CA 92236
ATTN: Maritza Martinez

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be

responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.8 Federal Provisions. When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
DUDEK**

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

CITY OF COACHELLA

DUDEK

Approved By:

Gabriel D. Martin, PhD
City Manager

By: _____

Its: President and CEO

Approved as to Form:

Printed Name: Joseph Monaco

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

EXHIBIT "C" COMPENSATION

	2022	2023	2024	2025
Project Director	\$310.00	\$326.00	\$343.00	\$361.00
Principal Engineer III	\$285.00	\$300.00	\$315.00	\$331.00
Principal Engineer II	\$275.00	\$289.00	\$304.00	\$320.00
Principal Engineer I	\$265.00	\$279.00	\$293.00	\$308.00
Program Manager	\$255.00	\$268.00	\$282.00	\$297.00
Senior Project Manager	\$255.00	\$268.00	\$282.00	\$297.00
Project Manager	\$245.00	\$258.00	\$271.00	\$285.00
Senior Engineer III	\$240.00	\$252.00	\$265.00	\$279.00
Senior Engineer II	\$230.00	\$242.00	\$255.00	\$268.00
Senior Engineer I	\$220.00	\$231.00	\$243.00	\$256.00
Project Engineer IV/Technician IV	\$210.00	\$221.00	\$233.00	\$245.00
Project Engineer III/Technician III	\$200.00	\$210.00	\$221.00	\$233.00
Engineering Services				
Project Engineer II/Technician II	\$185.00	\$195.00	\$205.00	\$216.00
Project Engineer I/Technician I	\$165.00	\$174.00	\$183.00	\$193.00
Senior Designer II	\$190.00	\$200.00	\$210.00	\$221.00
Senior Designer I	\$185.00	\$195.00	\$205.00	\$216.00
Designer	\$175.00	\$184.00	\$194.00	\$204.00
Assistant Designer	\$170.00	\$179.00	\$188.00	\$198.00
CADD Operator III	\$165.00	\$174.00	\$183.00	\$193.00
CADD Operator II	\$155.00	\$163.00	\$172.00	\$181.00
CADD Operator I	\$140.00	\$147.00	\$155.00	\$163.00
CADD Drafter	\$125.00	\$132.00	\$139.00	\$146.00
CADD Technician	\$115.00	\$121.00	\$128.00	\$135.00
Project Coordinator	\$140.00	\$147.00	\$155.00	\$163.00
Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00
Project Director	\$255.00	\$268.00	\$282.00	\$297.00
Senior Specialist IV	\$235.00	\$247.00	\$260.00	\$273.00
Senior Specialist III	\$225.00	\$237.00	\$249.00	\$262.00
Senior Specialist II	\$205.00	\$216.00	\$227.00	\$239.00
Senior Specialist I	\$195.00	\$205.00	\$216.00	\$227.00
Specialist V	\$185.00	\$195.00	\$205.00	\$216.00
Specialist IV	\$175.00	\$184.00	\$194.00	\$204.00
Specialist III	\$165.00	\$174.00	\$183.00	\$193.00
Specialist II	\$150.00	\$158.00	\$166.00	\$175.00
Specialist I	\$135.00	\$142.00	\$150.00	\$158.00
Environmental Services				
Analyst V	\$125.00	\$132.00	\$139.00	\$146.00
Analyst IV	\$115.00	\$121.00	\$128.00	\$135.00
Analyst III	\$105.00	\$111.00	\$117.00	\$123.00
Analyst II	\$95.00	\$100.00	\$105.00	\$111.00
Analyst I	\$85.00	\$90.00	\$95.00	\$100.00
Technician III	\$75.00	\$79.00	\$83.00	\$88.00
Technician II	\$65.00	\$69.00	\$73.00	\$77.00
Technician I	\$55.00	\$58.00	\$61.00	\$65.00

Mapping and Surveying Services	Application Developer II	\$195.00	\$205.00	\$216.00	\$227.00
	Application Developer I	\$155.00	\$163.00	\$172.00	\$181.00
	GIS Analyst V	\$205.00	\$216.00	\$227.00	\$239.00
	GIS Analyst IV	\$165.00	\$174.00	\$183.00	\$193.00
	GIS Analyst III	\$145.00	\$153.00	\$161.00	\$170.00
	GIS Analyst II	\$130.00	\$137.00	\$144.00	\$152.00
	GIS Analyst I	\$115.00	\$121.00	\$128.00	\$135.00
	UAS Pilot	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Lead	\$185.00	\$195.00	\$205.00	\$216.00
	Survey Manager	\$135.00	\$142.00	\$150.00	\$158.00
	Survey Crew Chief	\$115.00	\$121.00	\$128.00	\$135.00
	Survey Rod Person	\$95.00	\$100.00	\$105.00	\$111.00
	Survey Mapping Technician	\$95.00	\$100.00	\$105.00	\$111.00
Construction Management Services	Principal/Manager	\$195.00	\$205.00	\$216.00	\$227.00
	Senior Construction Manager	\$185.00	\$195.00	\$205.00	\$216.00
	Senior Project Manager	\$175.00	\$184.00	\$194.00	\$204.00
	Construction Manager	\$160.00	\$168.00	\$177.00	\$186.00
	Project Manager	\$150.00	\$158.00	\$166.00	\$175.00
	Resident Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	Construction Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	On-site Owner's Representative	\$140.00	\$147.00	\$155.00	\$163.00
	Prevailing Wage Inspector	\$139.00	\$146.00	\$154.00	\$162.00
	Construction Inspector	\$135.00	\$142.00	\$150.00	\$158.00
	Administrator/Labor Compliance	\$100.00	\$105.00	\$111.00	\$117.00
Hydrogeology/HazWaste Services	Project Director	\$305.00	\$321.00	\$338.00	\$355.00
	Principal Hydrogeologist/Engineer II	\$280.00	\$294.00	\$309.00	\$325.00
	Principal Hydrogeologist/Engineer I	\$260.00	\$273.00	\$287.00	\$302.00
	Senior Hydrogeologist V/Engineer V	\$240.00	\$252.00	\$265.00	\$279.00
	Senior Hydrogeologist IV/Engineer IV	\$230.00	\$242.00	\$255.00	\$268.00
	Senior Hydrogeologist III/Engineer III	\$220.00	\$231.00	\$243.00	\$256.00
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	Project Hydrogeologist I/Engineer I	\$145.00	\$153.00	\$161.00	\$170.00
Hydrogeologist/Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00	

Mapping and Surveying Services	Application Developer II	\$195.00	\$205.00	\$216.00	\$227.00
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	Construction Manager	\$160.00	\$168.00	\$177.00	\$186.00
	Project Manager	\$150.00	\$158.00	\$166.00	\$175.00
	Resident Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	Construction Engineer	\$150.00	\$158.00	\$166.00	\$175.00
	On-site Owner's Representative	\$140.00	\$147.00	\$155.00	\$163.00
	Prevailing Wage Inspector	\$139.00	\$146.00	\$154.00	\$162.00
	Construction Inspector	\$135.00	\$142.00	\$150.00	\$158.00
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Hydrogeologist/Engineering Assistant	\$120.00	\$126.00	\$133.00	\$140.00	

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and TKE Engineering Inc. a corporation, with its principal place of business at 2305 Chicago Avenue, Riverside, CA 92507 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the On- Call Engineering Services Project 082522 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2023 to January 1, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) annually** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

3.3.3 Conformance to Applicable Requirements. All work prepared by

Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Terry Renner.

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

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

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

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

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

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

3.3.11 Insurance.

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

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

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

volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: TKE Engineering Inc.
2305 Chicago Avenue

Riverside, CA 92507
ATTN: Terry Renner

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Maritza Martinez

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

3.7.4 Ownership of Materials and Confidentiality.

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

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

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at

City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

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

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

3.7.14 Amendment; Modification. No supplement, modification, or amendment of

this Agreement shall be binding unless executed in writing and signed by both Parties.

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
TKE ENGINEERING INC.**

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

CITY OF COACHELLA

TKE ENGINEERING INC.

Approved By:

Gabriel D. Martin, PhD
City Manager

By: _____

Its: Senior Vice President

Printed Name: Terry Renner

Approved as to Form:

Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The City will authorize work based upon approved Task Orders. Project scheduling will be identified in the approved Task Order and be based on a task-to-task basis decided by the City and firm. All work shall be performed under the direction of a licensed professional registered with the State of California.

Consultant shall provide Task Order Proposals within seventy-two (72) hours of the received request and the response should include a scope of work and budget. Upon receipt of the Task Order Proposal, the City may request additional information; including project understanding, fee rates for the completion of the tasks, proposed methods, hours to be spent on tasks, and a schedule including the time needed to complete the tasks. Failure to submit the requested information by the prescribed time or inability to agree to the terms established by the City may result in reassignment of the Task Order.

Consultant shall have staff qualified to conduct all necessary engineering work and written documents, including graphics. Scope of Services include, but are not limited to the following tasks: preparation of plans, specifications, estimates (PS&E), reports, and design for various projects including grading, drainage, hydrology, water utilities, sewer utilities and storm drain facilities. The provided Statement of Qualifications by the Consultant in response to the RFP are incorporated herein.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 1, 2023 – January 1, 2026

EXHIBIT "C"
COMPENSATION



	<u>HOURLY RATE</u>
Principal in Charge	\$175.00
Project Manager/Construction Manager/Licensed Surveyor	\$165.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker.....	\$155.00
Assistant Project Manager/Associate Engineer	\$145.00
Assistant Engineer/Plan Checker/Designer	\$135.00
AutoCAD Technician.....	\$125.00
Engineering Technician.....	\$ 90.00
Clerical	\$ 85.00
Forensic Engineering	\$250.00
Expert Witness Testimony	\$350.00
 <u>SURVEYING SERVICES</u>	
2-Man Survey Crew (Prevailing Wage).....	\$240.00
 <u>CONSTRUCTION SERVICES</u>	
Senior Construction Inspector (Prevailing Wage)	\$120.00
Construction Inspector (Prevailing Wage)	\$110.00
 <u>REIMBURSABLE COSTS</u>	
In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service ..	Cost + 10%
Special Subconsultant Services ..	Cost + 10%

Revised June 2022



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize award of a Professional Services Agreement to GM Business Interiors for providing cubicle stations at the Coachella Corporate Yard in the amount \$56,436.61 and appropriation of funding from undesignated reserves; allowing for non-substantive changes by the City Attorney.

STAFF RECOMMENDATION:

Authorize award of a Professional Services Agreement to GM Business Interiors for providing cubicle stations at the Coachella Corporate Yard in the amount \$56,436.61; allowing for non-substantive changes by the City Attorney.

EXECUTIVE SUMMARY:

As per the City's purchasing ordinance all purchases in excess of \$25,000 require City Council approval and completion of a formal bid process. In November 2022, GM Business Interiors was awarded a formally bid contract by the County of Orange (contract RCA-017-22010154) for supplying and installing free-standing furnishings. Staff requests authorization to piggy-back on the formal bid process completed by the County of Orange and award a professional services agreement for purchase of office furnishings to GM Business Interiors, in an amount not to exceed \$56,436.61. The agreement will provide for procuring and installation services for eight cubicle work stations at the Coachella Corporate Yard facility.

FISCAL IMPACT:

The recommended action will require appropriation of the award amount, \$56,436.31 from undesignated general reserves.

Attachment:

Professional Services Agreement

CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 (“City”) and GM Business Interiors, a corporation, with its principal place of business at 1099 W. La Cadena Drive, Riverside, CA 92501 (“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 **free standing furnishings and installation** 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 Corporate Yard Center Furnishing and Equipment 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 **furnishing installation** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 25, 2023 to June 30, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 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: Ciana White.

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 Ciana White, 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, 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*: Two Million Dollars (\$2,000,000) 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 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 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 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 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.

3.2.10.5 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. 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.

3.2.10.7 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.

3.2.10.8 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 **Fifty Six Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$56,436.61)** 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. 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 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.

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:

City
 City of Coachella
 53-990 Enterprise Way
 Coachella, CA 92236
 Attn: **Maritza Martinez**

Consultant
GM Business Interiors
1099 W. La Cadena Drive
Riverside, CA 92501
 Attn: **Ciana White**

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 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.

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.

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.]

CITY OF COACHELLA

GM BUSINESS INTERIORS

By: _____
Gabriel D. Martin, PhD
City Manager

By: _____
Judi Harvey
VP of Administration

Attest:

By: _____
City Clerk

Approved as to Form:

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

EXHIBIT "A"
SCOPE OF SERVICES



elevate your workplace™



Project ID / Who & Where	Date:	Quotation
OPEN AREA WORKSTATIONS- MARITZA MARTINEZ	12/1/2022	208538

BILL TO:	851	SHIP TO:
CITY OF COACHELLA 1515 SIXTH STREET		COACHELLA (ENTERPRISE WAY) CITY OF COACH 53462 Enterprise Way
COACHELLA CA 92236		Coachella CA 92236
MARITZA MARTINEZ Phone: (951)818-4239 Fax:		MARITZA MARTINEZ Phone: (951)818-4239 Fax:

Product Counts:	Systems	8	Desk Units	0	Tables	0	Files	0	Chairs	0	Storage	0	Ancillary	0
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GRAND TOTAL	\$56,436.61
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Product Summary / Scope of Work

COUNTY OF ORANGE MASTER CONTRACT RCA-017-22010154

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER:

G/M BUSINESS INTERIORS TAX ID: 95-2091271

PREVAILING WAGE

QUOTE FOR: (08) HERMAN MILLER CANVAS WORKSTATIONS WITH STORAGE, RAIL TILE AND WORK TOOLS AND G/M SERVICES

FOR: OPEN AREA WORKSTATIONS- MARITZA MARTINEZ

LEAD TIMES: 5-7 WEEKS

DUE TO PANDEMIC/SUPPLY CHAIN LOGISTICAL CONSTRAINTS AND HOLIDAY SEASON SCHEDULE, LEAD TIMES QUOTED TODAY WILL BE VARIABLE WITH POTENTIAL TO CHANGE AND ARRIVE LATER OR EARLIER THAN EXPECTED

SCOPE OF WORK:

Account Executive: Ciana White (ciwhite@gmbi.net)	Project PAS: Frances Arce
AMA: Jennifer Colindres (jcolindres@gmbi.net)	Page: 1

800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors

1099 W. La Cadena, Suite CA, 92501

<http://www.gmbi.net>

- 1) G/M TO RECEIVE AND INSPECT PRODUCT
- 2) G/M TO BRING TO SITE AND SET HERMAN MILLER IN PLACE.
- 3) PLEASE CONTACT MARITZA MARTINEZ TO SCHEDULE SERVICES

****DESIGN SERVICES BREAKDOWN****

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (7.25) HRS @ \$50/HR = \$362.50

CUSTOMER NET TOTAL: \$56,436.61

****NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND**

G/M		Quotation # 208538				
BOM						
A	Who/What/Where		List	List Ext	Sell	Sell Ext
LOT	1	OPEN AREA	153,055.00	153,055.00	51,562.40	51,562.40
Description:			Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
(08) HERMAN MILLER CANVAS WORKSTATIONS WITH STORAGE, RAIL TILE AND WORK TOOLS			.00	.00	.00	.00
BOM: See Attached Bill of Materials						
Piece Count: 600						

Account Executive: Ciana White (ciwhite@gmbi.net)

AMA: Jennifer Colindres(jcolindres@gmbi.net)

Project PAS: Frances Arce

Page: 2

800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors

1099 W. La Cadena, Suite CA, 92501

<http://www.gmbi.net>

G/M **Quotation # 208538**

BOM		Who/What/Where				
B			List	List Ext	Sell	Sell Ext

LOT	1	Z G/M Services	.00	.00	.00	.00
-----	---	----------------	-----	-----	-----	-----

Description:		Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
<p>G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.</p> <p>G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors, field checks, monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.</p> <p>G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.</p> <p>G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.</p> <p>G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net</p>		.00	.00	.00	362.50

BOM: See Attached Bill of Materials
Piece Count:

Account Executive: Ciana White (ciwhite@gmbi.net)	Project PAS: Frances Arce
AMA: Jennifer Colindres (jcolindres@gmbi.net)	Page: 3

800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors
 1099 W. La Cadena Side CA, 92501

G/M

Quotation # 208538

Featured Product of the Month



G/M accepts credit cards at 0% for purchases up to \$10,000
Purchases over \$10,000 requires a surcharge of 2.75%

Product Subtotal:	\$51,562.40
Services (Taxable)	\$0.00
Freight (Taxable)	\$0.00
Services (Non-Taxable)	\$0.00
Design Services (Non-Taxable)	\$362.50
Taxable Subtotal:	\$51,562.40
Non-Taxable Subtotal:	\$362.50
Sales Tax (8.750%)	\$4,511.71
Total:	\$56,436.61

Terms:

Net 30 Days 100% \$56,436.61

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a "ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month's handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

Approved by:

Signature

Print Name/Title

Date

Account Executive: Ciana White (cwhite@gmbi.net)
AMA: Jennifer Colindres (jcolindres@gmbi.net)

Project PAS: Frances Arce
Page: 4

800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors

1099 W. La Cadena, Suite CA, 92501

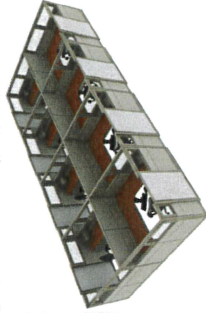
<http://www.gmbi.net> Page 225



City of Coachella

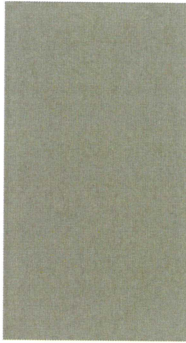
Quote# 208538

Open Area



Herman Miller
Canvas Workstations

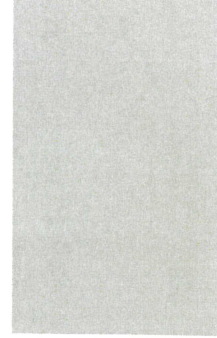
Paper Trays Finish
Warm Grey Neutral



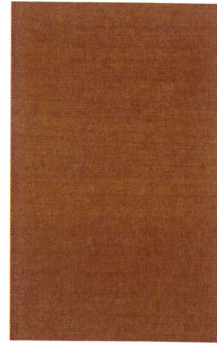
Glass Finish: Clear



Storage Pull Detail
Standard



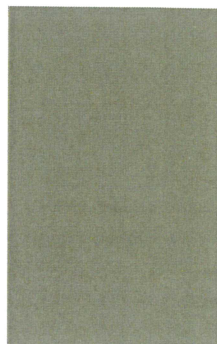
Privacy Door Finish
Opal Frosted



Laminate Tops
Aged Cherry



Fabric Tiles
Chain Spring Wood



Frame /Rail Tile/ Storage
Finish : Warm Grey Neutral

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval



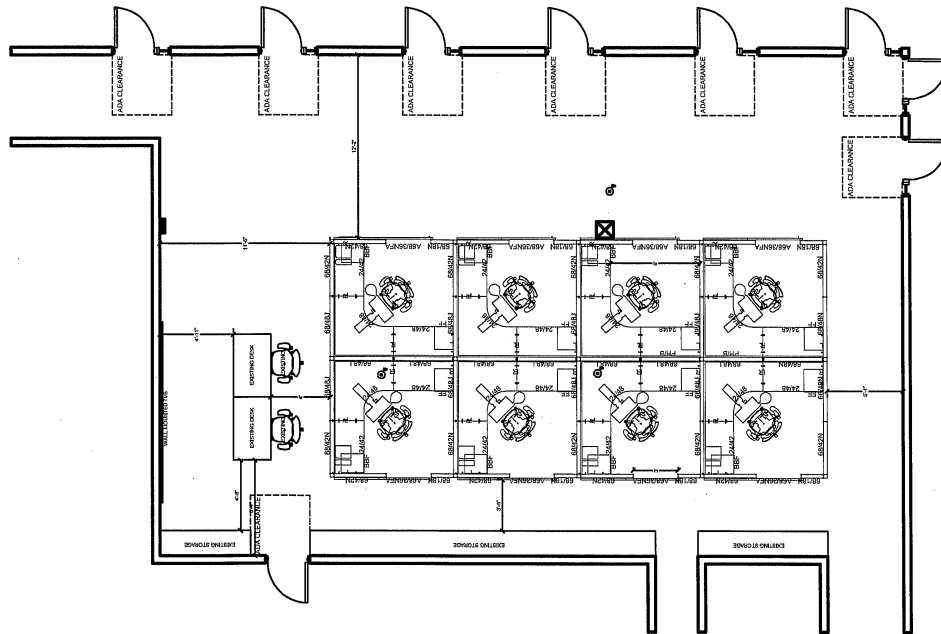
Recreate your workplace



CITY OF COACHELLA		PROJ #	208338																				
53462 ENTERPRISE WAY		DATE	11-11-2022																				
COACHELLA CA 92236		AE	GINA WHITE																				
FLOOR 1		PAS	FRANCES ARCE																				
		DRC																					
		DWG	FC/CLAS-1																				
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REVISIONS																							
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DRAWING TITLE		ENLARGED PLAN																					
SCALE		1/8"=1'-0"																					
SHEET #		IF401																					

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Item 14.



WORKSURFACES TO BE @28.5" HIGH



elevate your workplace™

CITY OF COACHELLA
53462 ENTERPRISE WAY
COACHELLA CA 92236
FLOOR 1

PROJ # 208538
DATE 11.11.2022
A/E: CHANA WHITE
P/S: FRANCES ARCE
D/R: -
DWG: F-FCOMH-1

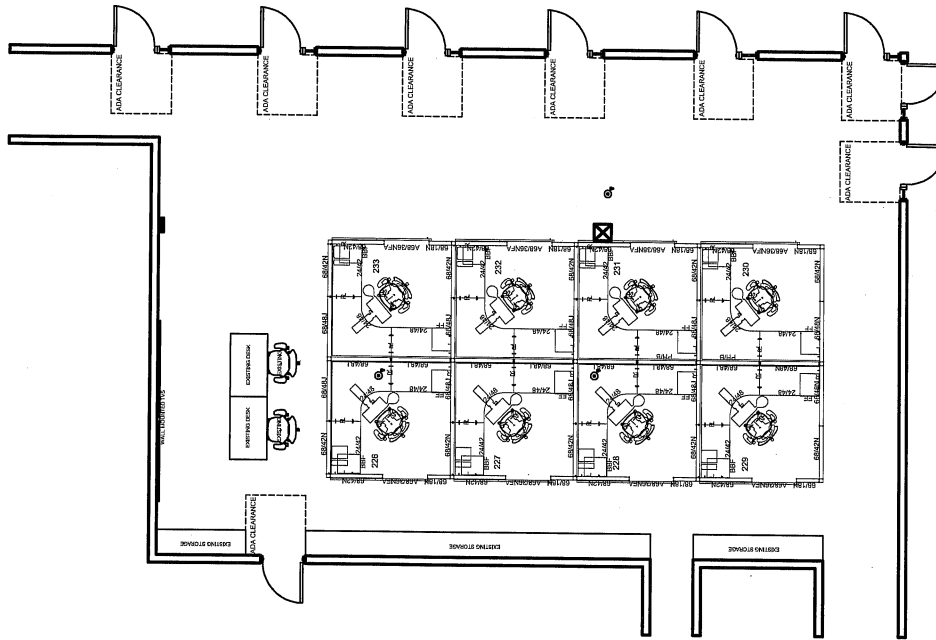
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003	
004	
005	
007	
008	
009	
010	

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ENLARGED KEY PLAN
SCALE: 1/8"=1'-0"
SHEET #

IF401K

www.gmbi.net

Item 14.



WORKSURFACES TO BE @28.5" HIGH



elevate your workplace.

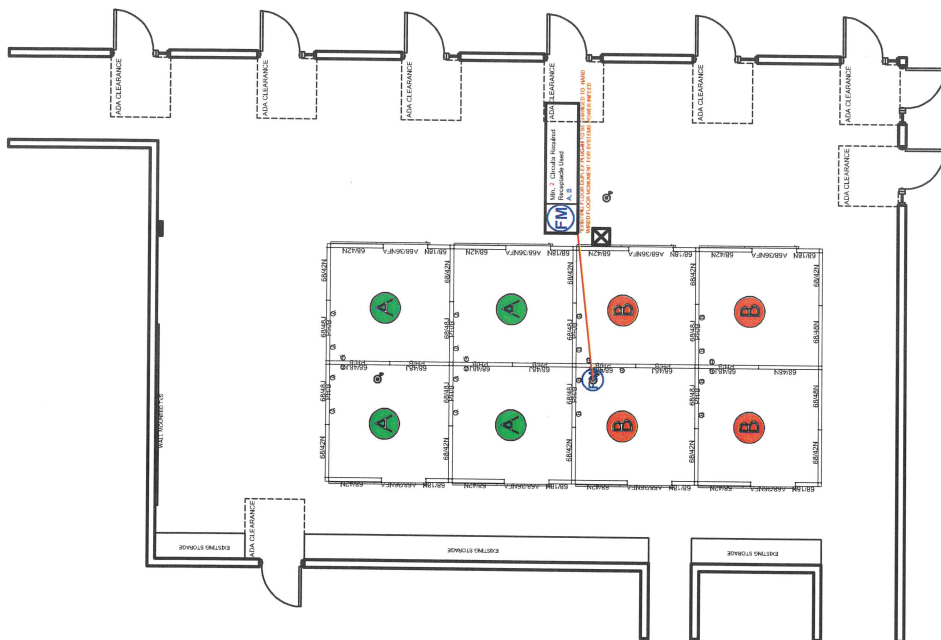
CITY OF COACHELLA
50422 ENTERPRISE WAY
COACHELLA CA 92236
FLOOR 1

PROJ # 208538
DATE: 11.11.2022
AE: CIANA WHITE
PAS: FRANCES ARCE
DRC: -
DWG: F-FC-03-000-1

REVISONS
001 02/28/2022
002 10/13/2022
004
006
007
008
009

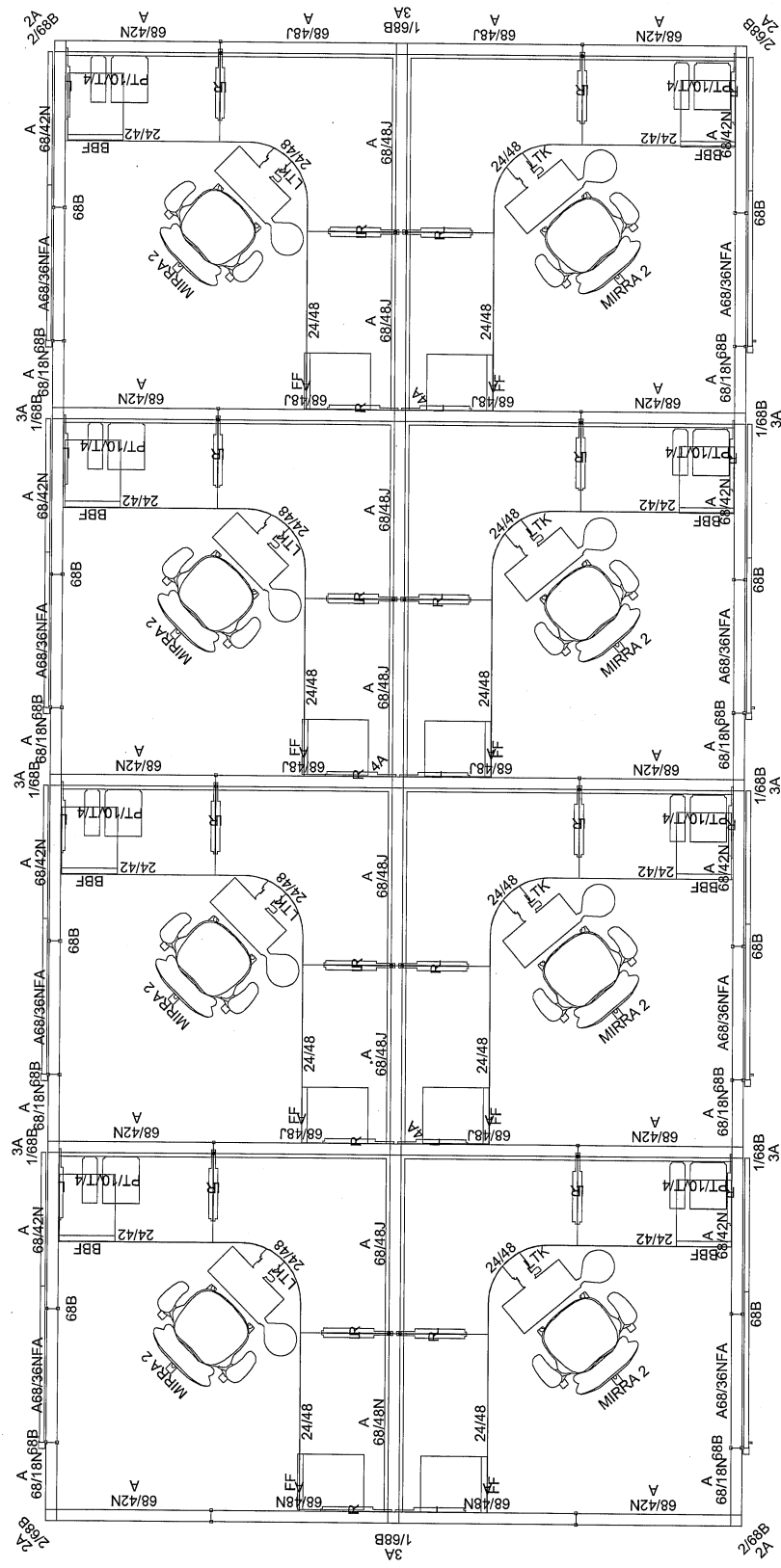
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SHEET #: IF401E
WWW.gimbi.net

Item 14.



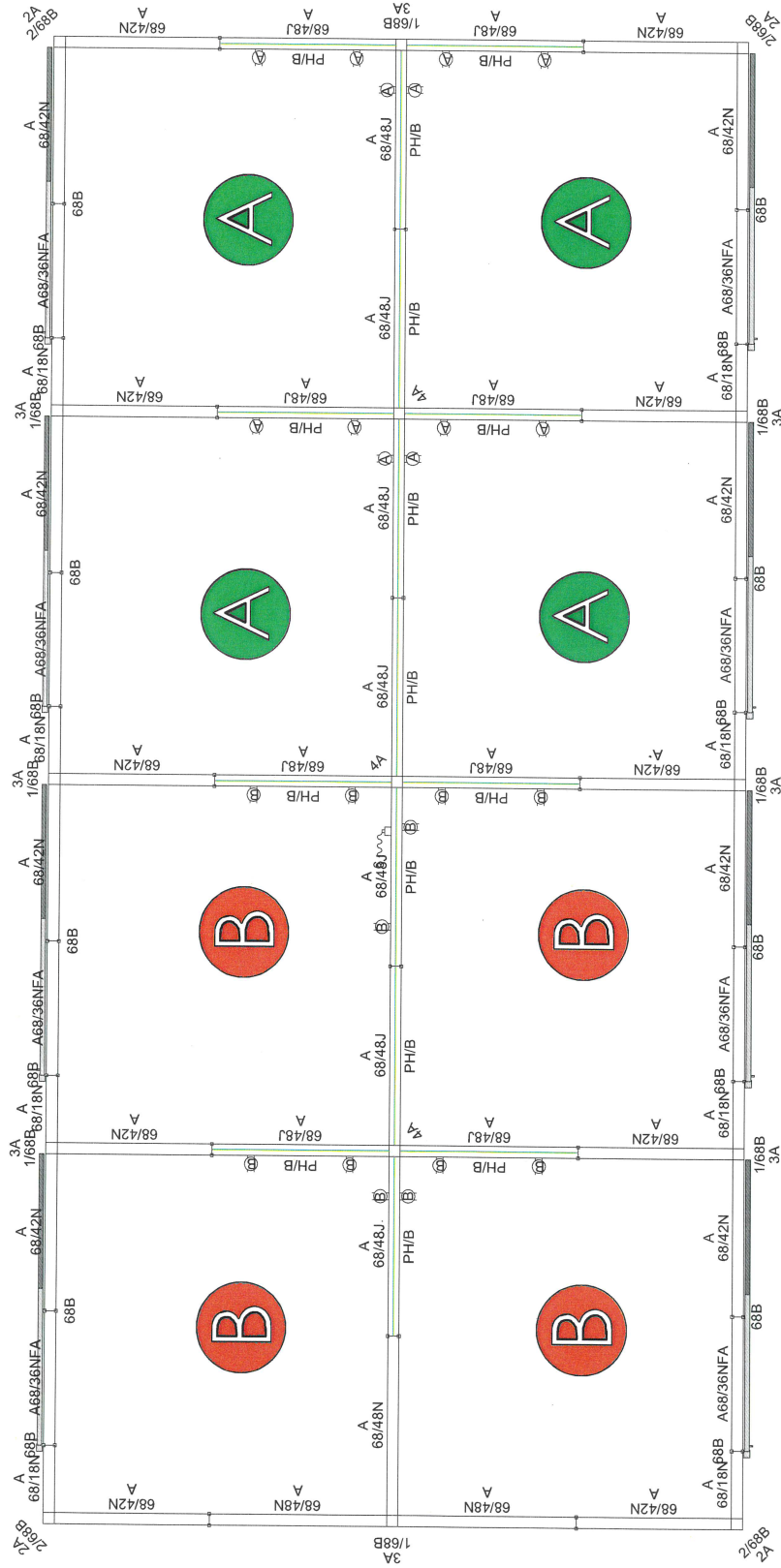
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Component Plan



DRAWING TITLE:	Item 14.
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SHEET #:	IF801.C00

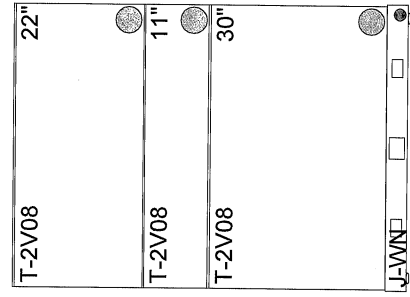
Electrical Plan



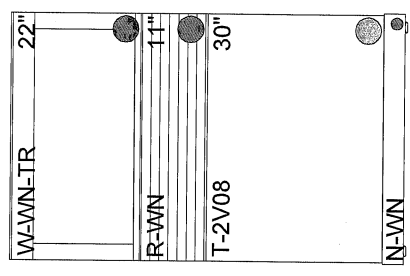
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Item 14.

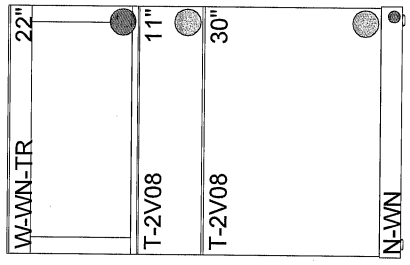
Tile Elevations



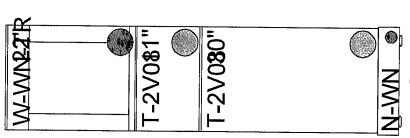
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Qty: 14
H:68 W:48



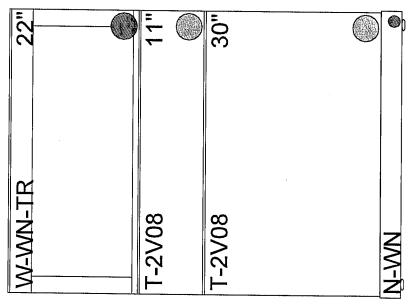
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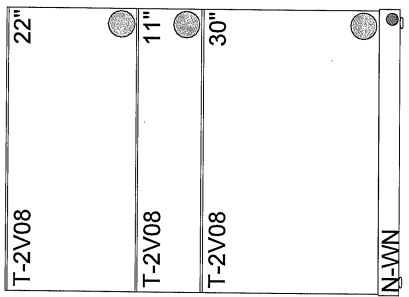
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Qty: 28
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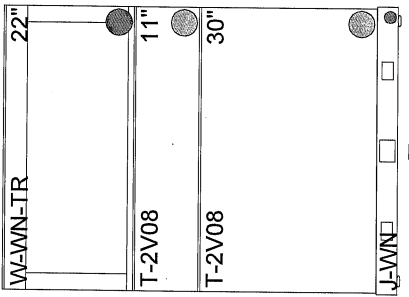
A
Qty: 16
H:68 W:18



G
Qty: 4
H:68 W:48



F
Qty: 2
H:68 W:48

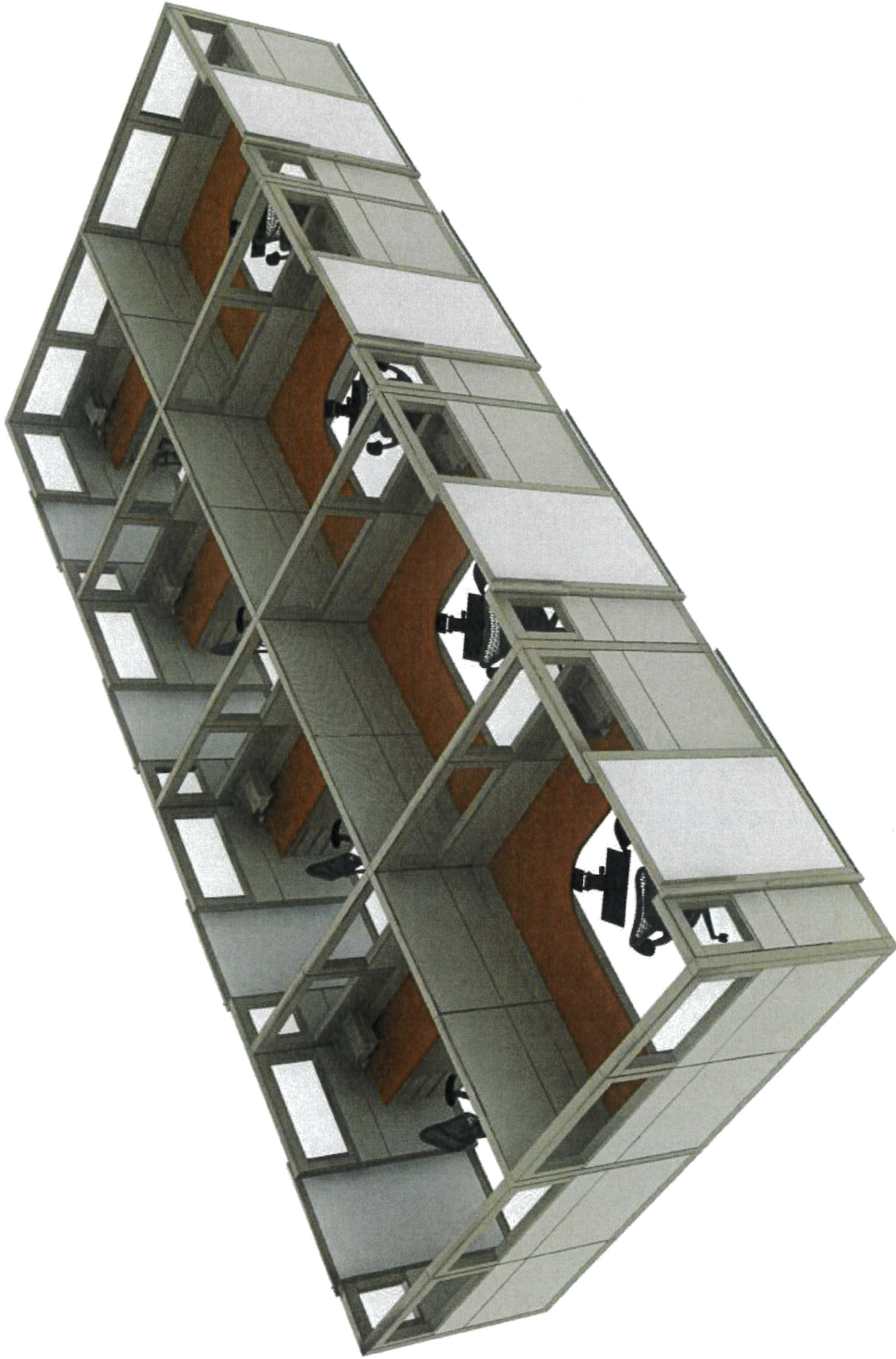


E
Qty: 16
H:68 W:48



DRAWING TITLE:	Item 14.
Tile Elevations	
SCALE:	N.T.S.
SHEET #:	IF801.C001

Tile Legend	
R-WN	@warm grey neutral
T-2V08	*chain spring wood
W-WN-TR	@warm grey neutral *clear



DRAWING TITLE:	3D View
SCALE:	N.T.S.
SHEET #:	IF801.C001

Item 14.



DRAWING TITLE:	3D View
SCALE:	N.T.S.
SHEET #:	IF801.C001

Item 14.



CITY OF COACHELLA

12/1/2022

OPEN AREA WORKSTATIONS- MAR

4:27:04 PM

Quote # 208538

Department: OPEN AREA

PO #

Sales Order #

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
ELEVATE								
1	8		GMSPW Elevate™ Surge Protector	82.00	656.00	26.09	208.72	%
			• WHITE					
			Tag: OPEN AREA					
HERMANMILLER								
2	8		F16-1518-FF Ped,Freestd Std Pull,F/F 15W 18D	854.00	6,832.00	438.96	3,511.68	48.60 %
			XS • textured paint on smooth steel					
			WN • warm grey neutral					
			T2 • 1 1/4"-high painted metal top with squared edge					
			KA • keyed alike					
			B2 • 1 1/2"-high base					
			CB • counterweight					
			C • standard compressor					
			Tag: OPEN AREA					
3	8		F16-1518-BBF Ped,Freestd Std Pull,B/B/F 15W 18D	888.00	7,104.00	456.43	3,651.44	48.60 %
			XS • textured paint on smooth steel					
			WN • warm grey neutral					
			T2 • 1 1/4"-high painted metal top with squared edge					
			KA • keyed alike					
			B2 • 1 1/2"-high base					
			CB • counterweight					
			C • standard compressor					
			Tag: OPEN AREA					
4	10		FT183.2248 Tile,Upper Window 22H 48W	584.00	5,840.00	185.30	1,853.00	68.27 %
			WN • warm grey neutral					
			TR • clear					
			WN • warm grey neutral					
			Tag: OPEN AREA					
5	18		FT183.2242 Tile,Upper Window 22H 42W	546.00	9,828.00	173.25	3,118.50	68.27 %
			WN • warm grey neutral					
			TR • clear					
			WN • warm grey neutral					
			Tag: OPEN AREA					



CITY OF COACHELLA

12/1/2022

OPEN AREA WORKSTATIONS- MAR

4:27:04 PM

Quote # 208538

Department: OPEN AREA

PO #

Sales Order #

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
6	8		FT183.2218 Tile,Upper Window 22H 18W	427.00	3,416.00	135.49	1,083.92	68.27 %
			WN	•	• warm grey neutral			
			TR	•	• clear			
			WN	•	• warm grey neutral			
			Tag: OPEN AREA					
7	4		FT118.6836AR6NFA Privacy Door,translucent Plastic,rgt door attach, in-line frm attach 68H 36W	4,769.00	19,076.00	1,513.20	6,052.80	68.27 %
			KA	•	• keyed alike			
			WN	•	• warm grey neutral			
			J9	•	• opal frosted			
			Tag: OPEN AREA					
8	4		FT118.6836AL6NFA Privacy Door,translucent Plastic,lft door attach, in-line frm attach 68H 36W	4,769.00	19,076.00	1,513.20	6,052.80	68.27 %
			KA	•	• keyed alike			
			WN	•	• warm grey neutral			
			J9	•	• opal frosted			
			Tag: OPEN AREA					
9	8		FTS21.2448LF Concave Corner Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch	680.00	5,440.00	215.76	1,726.08	68.27 %
			HX	•	• aged cherry			
			HX	•	• aged cherry			
			Tag: OPEN AREA					
10	8		FTS10.2448LF Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch	437.00	3,496.00	138.66	1,109.28	68.27 %
			HX	•	• aged cherry			
			HX	•	• aged cherry			
			Tag: OPEN AREA					
11	8		FTS10.2442LF Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 42W, Frame Atch	401.00	3,208.00	127.24	1,017.92	68.27 %
			HX	•	• aged cherry			
			HX	•	• aged cherry			
			Tag: OPEN AREA					



CITY OF COACHELLA
 OPEN AREA WORKSTATIONS- MAR
 Quote # 208538
 Department: OPEN AREA
 PO #
 Sales Order #

Item 14.

12/1/2022
 4:27:04 PM

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
12	16		FT181.2248T	195.00	3,120.00	61.87	989.92	68.27 %
			Upper Tile, Tackable Fabric 22H 48W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
13	36		FT181.1148T	139.00	5,004.00	44.10	1,587.60	68.27 %
			Upper Tile, Tackable Fabric 11H 48W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
14	28		FT181.1142T	131.00	3,668.00	41.57	1,163.96	68.27 %
			Upper Tile, Tackable Fabric 11H 42W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
15	16		FT181.1118T	100.00	1,600.00	31.73	507.68	68.27 %
			Upper Tile, Tackable Fabric 11H 18W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
16	8		FT175.1142M	278.00	2,224.00	88.21	705.68	68.27 %
			Rail Tile,Middle 11H 42W					
		WN	•		• warm grey neutral			
		WN	•		• warm grey neutral			
		Tag: OPEN AREA						
17	36		FT170.3048T	241.00	8,676.00	76.47	2,752.92	68.27 %
			Lower Tile, Tackable Fabric 30H 48W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
18	36		FT170.3042T	226.00	8,136.00	71.71	2,581.56	68.27 %
			Lower Tile, Tackable Fabric 30H 42W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						
19	16		FT170.3018T	177.00	2,832.00	56.16	898.56	68.27 %
			Lower Tile, Tackable Fabric 30H 18W					
		WN	•		• warm grey neutral			
		2V08	•		• chain spring wood			
		Tag: OPEN AREA						



CITY OF COACHELLA
 OPEN AREA WORKSTATIONS- MAR
 Quote # 208538
 Department: OPEN AREA
 PO #
 Sales Order #

Item 14.

12/1/2022
 4:27:04 PM

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
20	8		Y7217.4 Vertical Tray 4W	57.00	456.00	28.03	224.24	50.83 %
			WN					
			Tag: OPEN AREA					
21	16		Y7216.10 Paper Tray 10W	48.00	768.00	23.60	377.60	50.83 %
			WN					
			Tag: OPEN AREA					
22	24		FT290.24R Surface Cantilever, for 20"-or 24" deep surface,rt-hnd	48.00	1,152.00	15.23	365.52	68.27 %
			WN					
			Tag: OPEN AREA					
23	24		FT290.24L Surface Cantilever, for 20"-or 24" deep surface,lft-hnd	48.00	1,152.00	15.23	365.52	68.27 %
			WN					
			Tag: OPEN AREA					
24	16		FT160.68BP Finished End,Base Cover Ptd 68H	102.00	1,632.00	32.36	517.76	68.27 %
			WN					
			Tag: OPEN AREA					
25	2		FT155.B 15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	254.00	508.00	80.59	161.18	68.27 %
			WN					
			Tag: OPEN AREA					
26	2		FT155.A 15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	254.00	508.00	80.59	161.18	68.27 %
			WN					
			Tag:					
26								%
			Tag:					

EXHIBIT "B"

SCHEDULE OF SERVICES

January 25, 2023 – June 30, 2023

EXHIBIT "C"

COMPENSATION

Shall not exceed \$56,436.61



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve vehicle leases for FY 2022/23 with Enterprise Fleet Management Inc.

SPECIFICS:

- Approve vehicle surplus listing and replacement for 2022/2023.
- Authorize the City Manager to approve the Lease Rate Quotes for: eight (8) Ford F-150 units, one (1) Ford Escape, one (1) Ford F-350 and one (1) Passenger Van from Enterprise Fleet Management, Inc.
- Authorize FY 22/23 appropriation of \$76,643.28 for lease payments of 11 (eleven) new units.

STAFF RECOMMENDATION:

It is recommended that the City Council:

- Approve vehicle surplus listing and replacement for 2022/2023.
- Authorize the City Manager to approve a Lease Rate Quote for lease of eight (8) Ford F-150 units, one (1) Ford Escape, one (1) Ford F-350 and one (1) Ford Transit-350 Passenger Van from Enterprise Fleet Management, Inc.
- Authorize FY 22/23 appropriation of \$46,246.50 for lease payments of 11 (eleven) new units.

BACKGROUND:

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

Today the average age of the City's fleet is 7 years. This positive change in the reduced age of the City's fleet is due to the City Council's decision, in February 2020, to surplus and replace eleven/twelve units annually through a Master Equity Lease Agreement with Enterprise Fleet Management (EFM).

DISCUSSION/ANALYSIS:

This is the fourth year of this program, staff is recommending the following eleven (11) units be surplus and replaced/maintenance services provided through the EFM lease program;

Vehicle #	Year	Make	Model	VIN	Mileage
82	2001	Ford	F-250	3FTNF20L21MA05791	109,136
2	2004	Ford	Crown Vic	2FAFP73W54X130433	89,972
20	2005	Ford	Ranger	1FTZR15EX5PA52001	88,931
76	2015	Ford	F-150	1FTEX1C82FKE78121	84,089
50	2006	Ford	Ranger	1FTYR14E06PA49719	94,046
74	2015	Ford	F-150	1FTEX1C80FKE78120	83,296
101	2015	Ford	F-150	1FTEX1C84FKE78122	99,010
102	2006	Ford	F-150	1FTRX14W96KC01903	62,875
26	2004	Ford	E350 Van	1FDSS31L94HB43187	54,382
42	2002	Chevy	3500	1GBJC34U02E196705	46,792
107	2008	Ford	Ranger	1FTYR14E08PA49268	68,162

The above noted vehicle replacements for FY 22/23 are based on vehicle age and mileage. To maintain a standardized fleet staff recommends replacement units for those listed above be:

- eight (8) 2023 Ford F-150XL 4x2 SuperCab units; monthly cost per unit with maintenance \$770.14;
- one (1) Ford Escape; monthly cost per unit with maintenance \$658.00;
- one (1) Ford F-350; monthly cost per unit with maintenance \$1,343.61;
- one (1) Ford Transit- 350 Passenger Van; monthly cost per unit with maintenance \$1,086.57.

FISCAL IMPACT:

The 2022/23 fiscal impact for leasing these additional eleven (11) new units from Enterprise Fleet Management is \$46,246.50. Staff is requesting an appropriation of \$46,246.50 to lease the identified equipment. Staff estimates the equipment being surplus will decrease the net appropriation after auctioned by \$25,000-\$30,000.

Attachments:

Lease Rate Quotes

Prepared For: City of Coachella
Martinez, Maritza

Date 08/31/2022
AE/AM RRM/M7B

Unit #

Year 2023 **Make** Ford **Model** F-150
Series XL 4x2 SuperCab 6.5 ft. box 145 in. WB

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

\$ 36,686.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 580.94 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 325.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	
Exterior Color (0 P) Oxford White	
Interior Color (0 I) Black w/Medium Dark Slate w/Cloth 40/20	
Lic. Plate Type Exempt	
GVWR 0	

\$ 37,011.00	Total Capitalized Amount (Delivered Price)
\$ 499.65	Depreciation Reserve @ <u>1.3500%</u>
\$ 167.37	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 667.02	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

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

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 44.76	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0350</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 44.76 Additional Services SubTotal

\$ 58.36	Sales Tax <u>8.7500%</u>	State CA
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\$ 770.14 Total Monthly Rental Including Additional Services

\$ 7,032.00	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

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

Notes

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

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

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

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00

VEHICLE INFORMATION:

2023 Ford F-150 XL 4x2 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,954	\$38,695.00
Total Options	\$1,477.00	\$1,525.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$40,226.00	\$42,015.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: CS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	\$-683.00	\$-750.00
145WB	145" Wheelbase	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
52X	Auto Start-Stop Removal	\$-46.00	\$-50.00
53A	Trailer Tow Package	\$1,206.00	\$1,325.00
53B	Class IV Trailer Hitch Receiver	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
99B_	Engine: 3.3L V6 PFDI	Included	Included
C	Cloth 40/20/40 Front Seat	Included	Included
CS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
MY23 est	est	\$1,000.00	\$1,000.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,250 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 245/70R17 BSW A/S	Included	Included
SYNC	SYNC 4	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X26	3.73 Axle Ratio	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Item 15.

Body Exterior Features:

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

Convenience Features:

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

Entertainment Features:

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

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance

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

Safety And Security:

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

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

Item 15.

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Coachella
Martinez, Maritza

Date 08/31/2022
AE/AM RRM/M7B

Unit #

Year 2022 **Make** Ford **Model** F-350 Chassis
Series XL 4x2 SD Regular Cab 169 in. WB DRW

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

\$ 79,816.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 1,094.83 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 525.00	Other: (See Page 2)
\$ 15,000.00 *	Capitalized Price Reduction
\$ 1,312.50 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Earth Gray w/Cloth 40/20/40 Spli
Lic. Plate Type	Exempt
GVWR	0

\$ 65,341.00	Total Capitalized Amount (Delivered Price)
\$ 882.10	Depreciation Reserve @ <u>1.3500%</u>
\$ 308.72	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,190.82	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

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

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 48.59	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0350</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 48.59 Additional Services SubTotal

\$ 104.20	Sales Tax <u>8.7500%</u>	State <u>CA</u>
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\$ 1,343.61 Total Monthly Rental Including Additional Services

\$ 12,415.00	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

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

Notes

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

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

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

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 39 - Installed: 10' Knapheide Stake Bed, Dump, Body Hoist, Arrowboard, Liftgate PHENIX TQ19660 \$29,082.39	C	\$ 31,990.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 31,990.00
Aftermarket Equipment Total		\$ 31,990.00

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 400.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 525.00
Other Charges Total		\$ 525.00

VEHICLE INFORMATION:

2022 Ford F-350 Chassis XL 4x2 SD Regular Cab 169 in. WB DRW - US

Series ID: F3G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$39,634	\$41,720.00
Total Options	\$6,337.00	\$6,460.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$47,766.00	\$49,975.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: 1S-(0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$91.00	\$100.00
169WB	169" Wheelbase	STD	STD
1S_02	(0 I) Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat	NC	NC
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
54K	Folding Trailer Tow Mirrors w/Power Heated Glass	Included	Included
63A	Utility Lighting System	\$145.00	\$160.00
640A	Order Code 640A	NC	NC
64K	Wheels: 17" Argent Painted Steel	Included	Included
90L	Power Equipment Group	\$1,001.00	\$1,100.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPWN	Power Front Side Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)	Included	Included
MY23 Inc	est	\$5,100.00	\$5,100.00
MYKEY	MyKey	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 14,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TD8	Tires: LT245/75Rx17E BSW PLUS A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Item 15.

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Body Material: aluminum body material
: trailering with harness
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front cupholder
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Ignition Disable: SecuriLock immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Traction Control: driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage
 Leather Upholstery: cloth front seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Shift Knob Trim: urethane shift knob
 Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Coachella
Martinez, Maritza

Date 08/31/2022
AE/AM RRM/M7B

Unit #

Year 2023 **Make** Ford **Model** Transit-350 Passenger
Series XL Rear-Wheel Drive Low Roof Van 148 in. WB

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

\$ 52,690.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 742.19 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 325.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Ebony w/Cloth Front Bucket Seats
Lic. Plate Type	Exempt
GVWR	0

\$ 53,015.00	Total Capitalized Amount (Delivered Price)
\$ 715.70	Depreciation Reserve @ <u>1.3500%</u>
\$ 238.76	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 954.46	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

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

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 48.59	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0350</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 48.59 Additional Services SubTotal

\$ 83.52	Sales Tax <u>8.7500%</u>	State CA
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\$ 1,086.57 Total Monthly Rental Including Additional Services

\$ 10,073.00	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

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

Notes

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

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

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

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00

VEHICLE INFORMATION:

2023 Ford Transit-350 Passenger XL Rear-Wheel Drive Low Roof Van 148 in. WB - US

Series ID: X2Y

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$46,199	\$48,630.00
Total Options	\$4,636.00	\$4,630.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$52,630.00	\$55,055.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
 Interior: CB-(0 I) Ebony w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
148WB	148" Wheelbase	STD	STD
19X	Auto Start-Stop Delete	\$-46.00	\$-50.00
19Z	Wi-Fi 4G LTE Hotspot Delete	\$-18.00	\$-20.00
21M	Ebony Cloth Bucket Seats	Included	Included
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
58U	Radio: AM/FM Stereo	Included	Included
91M	8 Speakers (4 Front/4 Rear)	Included	Included
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
C	Cloth Front Bucket Seats	Included	Included
CB_01	(0 I) Ebony w/Cloth Front Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 9,250 lbs	Included	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X73	3.73 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC
est	est	\$4,700.00	\$4,700.00

CONFIGURED FEATURES:

Item 15.

Body Exterior Features:

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

Convenience Features:

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

Entertainment Features:

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

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent rain detecting wipers wipers
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: low-tire-pressure warning
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock

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

Safety And Security:

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

Seats And Trim:

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

Standard Engine:

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

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Item 15.

Prepared For: City of Coachella
Martinez, Maritza

Date 08/31/2022
AE/AM RRM/M7B

Unit #

Year 2022 **Make** Ford **Model** Escape
Series S 4dr Front-Wheel Drive

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

\$ 30,895.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 458.86 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 325.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Dark Earth Gray w/Cloth Front Bucket Se
Lic. Plate Type	Exempt
GVWR	0

\$ 31,220.00	Total Capitalized Amount (Delivered Price)
\$ 421.47	Depreciation Reserve @ <u>1.3500%</u>
\$ 141.54	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 563.01	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

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

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 45.73	Full Maintenance Program ³ Contract Miles <u>37,500</u>	OverMileage Charge	<u>\$ 0.0350</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 49.26	Sales Tax <u>8.7500%</u>	State CA
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Total Monthly Rental Including Additional Services

\$ 5,931.80	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

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

Notes

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

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Coachella

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

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

Item 15.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 325.00
Other Charges Total		\$ 325.00

VEHICLE INFORMATION:

2022 Ford Escape S 4dr Front-Wheel Drive - US

Series ID: U0F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,370	\$27,185.00
Total Options	\$2,970.00	\$2,980.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$30,835.00	\$31,660.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: VH-(0 I) Dark Earth Gray w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
106WB	106" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
50B	Front & Rear Floor Liners w/Carpet Mats	\$188.00	\$200.00
91W	4G LTE Wi-Fi Hotspot Removal	\$-18.00	\$-20.00
996	Engine: 1.5L EcoBoost	Included	Included
MY23 Inc	EST	\$2,800.00	\$2,800.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
SYNCON	FordPass Connect	Included	Included
V	Cloth Front Bucket Seats	Included	Included
VH_01	(0 I) Dark Earth Gray w/Cloth Front Bucket Seats	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Item 15.

Body Exterior Features:

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

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

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

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights

Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: pedestrian detection
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

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

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats

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

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

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 181-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize award of a Professional Services Agreement with Southwest Protective Services, Inc. for Security Guard Services Project No. 081221.

STAFF RECOMMENDATION:

Authorize award of a Professional Services Agreement with Southwest Protective Services, Inc. for Security Guard Services Project No. 081221.

EXECUTIVE SUMMARY:

The City has contracted for security guard services since 2016 to deter acts of vandalism at various city facilities.

- City Parks; The contracted services would include locking all park restrooms every night, a total of eleven (11), and patrolling twelve (12) city facilities between 10pm to 6am every night.
- City Facilities (Library/Senior Center); The selected firm will continue to provide security guard services Monday–Friday at the Coachella Library, Coachella Senior Center and Water Department (as needed).
- LLMD; Patrol services will also continue to include evening patrols from 8pm–4am, Thursday–Sunday, to the following LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36.

A request for proposals (RFP) for security guard services was published on August 12, 2021 for Project No. 081221. On October 27, 2021, the City Council authorized award to the highest scoring proposer, Southwest Protective Services. The RFP allows the City to award up to four one-year terms. Staff is recommending the award of a second one-year term to the existing firm, Southwest Protective Services.

As allowed by the RFP the new term hourly rate can be adjusted based on the corresponding Consumer Price Index reported for Riverside County, which reflects a six (6) percent increase. Thus, the hourly rate for officer patrol with vehicle will increase from \$28.00 per hour to \$29.68 per hour and the hourly rate for officer only (no vehicle) will increase from \$23.50 per hour to \$24.90.

Staff is recommending award of a professional services agreement to Southwest Protective Services, Inc., in the amount not to exceed \$285,000 during a one-year term, for the various services identified.

FISCAL IMPACT:

The recommended action will not have a fiscal impact as these funds were budgeted for in the submitted 2022/2023 fiscal budget.

Attachment:

Proposed Agreement

CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT 081221- 2

1. PARTIES AND DATE.

This Agreement is made and entered into this 25th day of January, 2023, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 (“City”) and Southwest Protective Services, Inc, a corporation with its principal place of business at 404 West Heil Avenue, El Centro, CA 92243. (“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 **December 1, 2022 to November 30, 2023**, 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 three (3) successive one (1) year periods (individually, “Subsequent Term” and 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: Jason Jackson.

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 Jason Jackson, 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, 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 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.

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 **TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$285,000.00)** 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.

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:

City

City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: **Maritza Martinez, PW**
Director

Consultant

Southwest Protective Services, Inc.
45-100 Golf Center Parkway, Suite E
Indio, CA 92201
Attn: **Jason Jackson, President**

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 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.

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.

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.]

City of Coachella

Southwest Protective Services, Inc.

By: _____
Dr. Gabriel D. Martin,
City Manager

By: _____
Jason Jackson
President

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.

- 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 policies 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 Seattle 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.

- 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.
- 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.
- 1.29 Ensure security personnel is equipped with a patrol vehicle that is in good condition, clearly marked, has security lights and global positioning system that is made accessible to City.

2. Scope of Work – Vendor Shall:

- 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
- Provide dispatch center services for all afterhours alarm calls 7 days a week, 365 days a year.
- Provide three patrols of the following locations seven days a week, 365 days a year, between the hours of 2000 hours – 0600 hours:
 - Bagdouma Park (six bathroom facilities)
 - a. 84599 Avenue 52, Coachella.
 - Dateland Park (one bathroom facility)
 - a. 51805 Shady Lane, Coachella
 - Veterans Park (one bathroom facility)
 - a. 1515 6th Street, Coachella
 - Sierra Vista Park (one bathroom facility)
 - a. 50570 Calle Mendoza, Coachella
 - Rancho De Oro Park (one bathroom facility)
 - a. 84600 Avenue 50, Coachella
 - Rancho Las Flores Park (one bathroom facility)
 - a. 48-400 Van Buren Street, Coachella
 - City Hall
 - a. 1515 Sixth Street, Coachella
 - Corporate Yard
 - a. 53462 Enterprise Way, Coachella
 - Coachella Civic Center
 - a. 53990 Enterprise Way, Coachella
 - Sr. Center

- a. 1540 7th Street, Coachella
- Coachella Library
 - a. Sixth Street, Coachella
- Provide patrols of the following locations weekly Thursdays-Sundays, 365 days a year, between the hours of 1800 hours – 0400 hours:
 - LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36
 - a. Maps are attached as Appendix B.
- Provide security guard only (non patrol services) for the following city facilities to ensure no loitering in or around city facilities.
 - Senior Center
 - City Library
- 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.
- 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.
- Confirmation that the assigned patrols were performed using barcode scanning checkpoints/GPS.
- Provide each security officer with specialized training relating to the security requirements of this account.
- The vendor must ensure the stability of its workforce.
- 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).

- 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.

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:

- Increases are within the changes to the CPI Index for Riverside County;
- 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:
 - Bagdouma Park (six bathroom facilities)
 - a. 84599 Avenue 52, Coachella.
 - Dateland Park (one bathroom facility)
 - a. 51805 Shady Lane, Coachella
 - Veterans Park (one bathroom facility)
 - a. 1515 6th Street, Coachella
 - Sierra Vista Park (one bathroom facility)
 - a. 50570 Calle Mendoza, Coachella
 - Rancho De Oro Park (one bathroom facility)
 - a. 84600 Avenue 50, Coachella
 - Rancho Las Flores Park (one bathroom facility)
 - a. 48-400 Van Buren Street, Coachella
 - City Hall
 - a. 1515 Sixth Street, Coachella
 - Corporate Yard
 - a. 53462 Enterprise Way, Coachella
 - Coachella Permit Center
 - a. 53990 Enterprise Way, Coachella
 - Senior Center
 - a. 1540 7th Street, Coachella
 - Coachella Library
 - a. 1500 Sixth Street, Coachella
 - 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.
- Provide patrols of the following locations weekly Thursdays-Sundays, 365 days a year, between the hours of 1800 hours – 0400 hours:
 - LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36
- Provide security guard only (no vehicle patrol) for the following city facilities to ensure no loitering in or around city facilities.
 - Senior Center
 - City Library

EXHIBIT “C”
COMPENSATION

Facility Patrol Services (no vehicle); Library, Senior Center

Security Guard Services Hourly Rate: \$24.90

Annual Not to Exceed Amount: \$110,000.00

Park and LLMD Patrol Services (with vehicle)

Security Guard Services Hourly Rate: \$29.68

Annual Not to Exceed Amount: \$175,000.00

Total Agreement Award Not to Exceed \$285,000.00



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Authorize the City Manager to execute Professional Services Agreement with RRM Design Group for Professional Planning Consultant Services for preparation of City of Coachella pre-approved accessory dwelling unit (ADU) plans.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with RRM Design Group for the Pre-Approved ADU Plan Project “Coachella ADU Project.”

BACKGROUND:

The City received grant awards from California HCD’s Local Early Action Planning (LEAP) and SB2 Grant programs, which included City a program to prepare Accessory Dwelling Unit (ADU) pre-approved plans by an architectural firm that would allow the public to utilize the pre-approved plans in order to save costs associated with construction design expenses. The Coachella ADU project is one of several projects funded by the grants that also include the 6th Cycle Housing Element Update, CEQA processing and rezoning for 5th Cycle RHNA requirements, an electronic permitting system, and electronic permit software.

DISCUSSION/ANALYSIS:

Attached to this staff report is a Professional Services Agreements for RRM Design Group (“Consultant”) to assist with the Coachella ADU Project in the amount of \$109,650. The Consultant would prepare six (6) ADU prototypes, which would include:

- Two (2) 400-500 square foot, Studio detached ADUs
- Two (2) 700-850 square foot, One-bedroom, one bathroom detached ADUs
- Two (2) 1,000-1,200 square foot, two-bedroom, two-bathroom detached ADUs

Two elevation styles will be prepared for each prototype according to the City’s architectural vernaculars. Staff believes the Consultant is the best qualified for this effort based such factors as the quality of the experience, deliverables and timeline identified in their proposal.

ALTERNATIVES:

1. Authorize the City Manager to execute a Professional Services Agreement with RRM Design Group for the Pre-Approved ADU Plan Project.
2. Continue this item and provide staff direction.

FISCAL IMPACT:

The fiscal impact of the Coachella ADU Project would be \$109,650 from existing grant funding sources (SB 2 Grant and LEAP Grant). Staff believes the expense of the Coachella ADU Project is essential to remove barriers to development of affordable housing, diversify housing options, and provide additional sources of income for local property owners.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachment:

1. Draft Professional Services Agreement (PSA) with RRM Design Group
2. Pre-Approved ADU Plan proposal – RRM Design Group

**DRAFT
CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL
DESIGN SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of February 2023, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") and RRM Design Group California Corporation with its principal place of business at 32332 Camino Capistrano, Suite 205, San Juan Capistrano, CA 92675 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the Coachella ADU Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Architectural consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 1, 2023 to August 1, 2023 unless earlier terminated as provided herein.

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

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **\$one hundred nine thousand six hundred fifty dollars (\$109,650)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding,

unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

- Randy Russom, Project Manager
- Jami Williams, Consulting Planning Principal
- Scott Martin, Principal-In-Charge

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

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling

necessary to perform the Services. Consultant warrants that all employees and subconsultants

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

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and

regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

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

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

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

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

(2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its

officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

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

3.5 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.6 Indemnification.

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

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant:	RRM Design Group 32332 Camino Capistrano, Ste 205 San Juan Capistrano, CA 92675 ATTN: Scott Martin
City:	City of Coachella 1515 6 th Street Coachella, CA 92236 ATTN: Gabriel Perez

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

3.7.4 Ownership of Materials and Confidentiality.

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

Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction,

in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

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

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except

as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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

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

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

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

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

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

EXHIBIT "A" SCOPE OF SERVICES

SCOPE OF SERVICES

ESTABLISH A STRONG FOUNDATION

In this project's initial phase, the team will engage in a due diligence process designed to inform the team and key City staff on the primary issues to be addressed and gather and review relevant data and background information.

TASK A.1: INITIATION MEETING

Following the review of existing data, the project team will meet with City staff to establish a mutual understanding of the key issues, further define the scope, project schedule, expectations, layout of significant project milestones, meeting times, deliverable targets, and review pertinent data. Based on evolving COVID restrictions, a digital meeting or Google field trip may be necessary.

Deliverables:

- One (1) meeting with City staff
- One (1) meeting minutes

TASK A.2: DATA GATHERING AND DOCUMENT RESEARCH

As a first step in the process, the team will collect and review all data relevant from design guidelines, the general plan, the development code, specific plans, the local jurisdiction's unique requirements, and other planning efforts that have a bearing on the communities. RRM will work with staff to compile a preliminary survey of existing City lots to identify the typical prevalent sizes and configurations. Next, RRM, in coordination with City staff, will review identified opportunities for implementation to further inform the final design solutions. Finally, RRM will prepare a program memo to document the project goals and alternatives the City wishes to achieve with the final designs.

Deliverables:

- ADU due diligence memo
- One (1) meeting with City staff

ADU DESIGN

The baseline generic prototypes, which could be utilized as ADUs, or standalone single-family dwellings designed to fit on generic flat lots, include the following:

- Two approximately 400-500 sq ft: free-standing studio ADUs in compliance with California Residential Code, California Code of Regulations, Title 24, Part 2.5, not exceeding 16' in height and designed to conform to a typical flat lot
- Two approximately 700-850 sq ft: free-standing one-bedroom, one-bathroom ADU in compliance with California Residential code, not exceeding 16' in height and designed to conform to a typical flat lot
- Two approximately 1,200 sq ft: free-standing two-bedroom, two-bathroom ADU in compliance with California Residential code, not exceeding 16' in height and designed to conform to a typical flat lot

Each plan type will be designed to adapt to and include two alternate elevation styles to conform to the City's trending architectural vernacular, including incorporating styles and details identified in the City's Pueblo Viejo District Plan. The final permit documents will provide each plan type with reverse floor plans.

Each of the six base plans may be provided with interior design options, including ADA adaptable and fully accessible options, storage options, additional bedroom or flex space options, and multiple entry locations to allow personalization and site flexibility. This approach allows for the three base plans to serve as many times as the number of designs.

TASK A.3 CONCEPTUAL ADU PLAN DEVELOPMENT

RRM will compile the relevant data and goals from the research and City meetings to establish a straightforward program with identified constraints and opportunities to be used as the basis for the preliminary design. Based on the initial description, RRM will provide design concept options for the final plan direction through staff review.

Deliverables:

- PDF format submittal
- One (1) meeting with the City staff; a preliminary plan option review
- Preliminary site/floor plans for three (3) unit prototypes

Schedule:

- Three (3) weeks included staff review meetings

Meeting:

- One (1) concept design review meeting

TASK A.4: PRELIMINARY (30%) ADU DESIGN

RRM recognizes that residential design can be one of the purest manifestations of community character, and many people are passionate about homes. Therefore, RRM encourages a collaborative approach to working with staff to deliver designs that respond to the community's unique character. Following the initial staff collaboration in Task A.3 above, RRM will design a series of preliminary site plans/floor plans, sections, and elevations for the unit prototypes. We will review the designs with staff for comment and approval at approximately the 30% completion stage. The designs will include typical front elevation style options. Plans will be based on generic sites as directed by staff.

Deliverables:

- PDF format submittal
- One (1) meeting with the City staff; a preliminary plan, massing, and elevation review meeting (currently expected to be conducted remotely on the platform of City's choice)
- Preliminary site/floor plans for six (6) unit prototypes

- Preliminary sections for six (6) unit prototypes, as needed
- Preliminary style options for front elevation of two (2) options per plan for a total of twelve (12) front elevations

Schedule:

- Four (4) weeks included staff review meetings

Meeting:

- One (1) preliminary design (30% set) review meeting prior to the development of the final schematic design package for review and approval to proceed

TASK A.5: SCHEMATIC (65%) ADU DESIGN

Based on staff feedback on the preliminary design, RRM will refine the schematic design to an approximately 65% completion level for review by staff and any public outreach efforts. The submittal will be architecture-specific and for a non-specific generic site; no civil engineering or landscape architecture will be provided for review. It is assumed that City staff will coordinate all submittals, applications, and notices associated with any public hearings if desired. Attendance and presentation documented for any public outreach or hearings are addressed in Task A.7 below.

Deliverables:

- PDF format 65% plan set
- Floor plans for six (6) ADU prototypes with design options
- Sections for six (6) ADU prototypes
- Elevations for six (6) ADU prototypes; four (4) sides for each unit
- Two (2) style options of the front elevations of each of the six (6) ADU base unit prototypes;
- Color and material boards; one (1) for each elevation style as printed images
- Twelve (12) 3D color-rendered front views suitable for publication

Schedule:

- Four (4) weeks included staff review meetings

Meeting:

- One (1) staff review meetings

ADU CONSTRUCTION DOCUMENTS

TASK A.6: DOCUMENT PREPARATION AND PLAN REVIEW

Our experience providing simple, cost-effective designs and plans complying with California Residential Code conventional construction requirements provides a strong base for further modification. A fully construction-ready plan of conditions meets code requirements. Our proposed scope provides for a fully designed building based on CRC conventional construction. It utilizes a complying braced wall system that allows for significant customization within the pre-approved standard, reducing time and costs to the end user. All unit elevations are customizable to allow for variations in exterior materials and door and window fenestration to express individual owners' tastes and community character. This will be achieved by stating the minimum shear wall panel requirements for each exterior wall. Most interior walls will not be used for bearing, allowing further flexibility for the end user. For construction cost, speed, and simplicity, designs are anticipated to utilize truss roof framing.

Our goal would be to express the design intent with a structural system that considers the most material and cost-efficient approach to provide a more implementable, affordable housing solution. This detailed review is typically only achievable with an in-house structural design team where all parties share a mutual goal.

Title 24 energy compliance will be four orientation designs, allowing full implementation across sites. No mechanical and electrical engineering design is anticipated beyond typical line diagrams. Again, design efficiency will be a key parameter for mechanical and electrical design. RRM is a leader in efficient, sustainable design. We anticipate only one round of plan check revisions and resubmittal. RRM anticipates a single-City coordinated review for all departments. The City will be responsible for the coordination of plan reviews.

As part of the construction document scope, an ADU application submission template will be developed to allow individual lot-specific submissions and alternate design submissions. The submission template will be developed to be submitted using the City's standard submittal process.

Plans to be produced to the following criteria:

1. All designs shall fully comply with the 2022 California Residential Code, California Code of Regulations, Title 24, and Part 2.5.
2. All designs shall comply with the 2022 California Building Code (CBC), California Code of Regulations, Title 24, and Part 2 for structure(s) or element(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC.
3. Minimum Energy Compliance Design Criteria: State Title 24 Energy Compliance documentation in all four primary orientations (north-, south-, east-, and west-facing).
 - a. Climate Zone: 15
 - b. Exterior Wall Insulation: R-15
 - c. Attic Insulation: R-30
 - d. Designed for both heating and cooling: 92 AFUE (Heating); 15 SEER (cooling)
4. Foundation Design Criteria:

The foundation design is generally site-specific, although the building code does allow for code minimums and the waiving of site-specific soils geotechnical investigations. The foundation design is provided for building sites that do not exceed a slope of one vertical to three horizontal units. The design does not assume unstable soil or expansive clay soil:

 - a. Soil Bearing Pressure: 1,500 PSF (without Geotechnical Report)
 - b. Lateral Bearing Pressure: 100 PCF
 - c. Foundation Depth Below Ground Surface: 18 inches min.

5. Front porch options shall be provided on at least one elevation style of each plan type. Porch detailing shall include at a minimum:
- Ledger and attachment details
 - Porch framing member size, spacing and connection details
 - Column size and isolated footing design, including connection details
 - Any soffit and finish trim details required to fulfill the design intent.
6. Fire Resistive Construction Details:
- The proposed detached units should be anticipated to be located within four feet of a real or assumed property line on the rear or side elevation
 - Therefore, for each of the proposed plan elevations, the rear and side elevations will be designed with options to comply with CRC Table R332.1 (1) Fire Resistance Protection/Rating of exterior Wall elements
7. The following minimum fire protection details shall be included within the plans:
- One- (1-) hour fire-rated wall construction detail for each architectural style that would comply with ASTM e119 or ul 263 testing
 - One- (1-) hour fire-rated projection details on the underside of the projection for each architectural plan style and assume a two-foot minimum fire separation distance
 - Design elevation where the opening on the exterior firewalls shall not exceed 25% of the wall area
 - Specifications and details of roofing material and roof sheathing that would comply with a two- (2-) foot minimum fire separation distance

Deliverables:

EACH OF THE SIX (6) PLAN SETS WILL INCLUDE:

- PDF format plan set
- Jurisdictional-specific cover sheet
- Generic site plan with fillable information; no grading, stormwater, or utilities information five (5) feet beyond unit

- Floor plan
- Reverse floor plan
- Foundation plans – slab on grade only
- Floor framing plans
- Roof plan
- Roof framing plan/truss plan and profiles
- Sections; as necessary, maximum of two (2) per unit
- External elevations; one (1) front, two (2) sides and one (1) rear as plan typical elevations
- Front exterior elevation options; two (2) optional front elevations per plan, with associated details
- Renderings of exterior; one (1) exterior elevation rendering per style for marketing publication provided as individual graphic files
- Recommended external and internal materials
- Architectural and structural details
- Mechanical, electrical, and plumbing plans; limited to line diagram electrical and mechanical, gas isometric only
- T24 Energy calculations (compliant for all building orientations)
- No fire sprinklers plans are to be provided other than designating the requirement for fire sprinklers as applicable
- CALGreen (Title 24/Part 11) requirements sheet
- One (1) plan review cycle is anticipated

Final Delivery Documents:

- 24 x 36 PDF file
- 11 x 17 PDF file (non-scalable)
- Color exterior renderings suitable for marketing and publication
- Illustrative floor plan for marketing and publication

Schedule:

- Eight (8) weeks of production time till initial submittal

Meeting:

- One (1) pre-submittal 90% set review meeting

EXHIBIT "C" COMPENSATION

COST PROPOSAL

ESTABLISH A STRONG FOUNDATION		FEE TYPE	ESTIMATED FEE	PERSONNEL	RATE	HOURS	ESTIMATED FEE	PERSONNEL	RATE	HOURS	ESTIMATED FEE
A.1	Project Initiation	NTE	\$ 1,200	RRM SCOTT MARTIN	\$440	2	\$880	RRM JAMI WILLIAMS	\$0	0	\$0
A.2	Team Gathering and Document Research	NTE	\$ 3,420	RRM SCOTT MARTIN	\$230	1	\$230	RRM JAMI WILLIAMS	\$470	2	\$940
			Total:				\$ 4,620				

ADU DESIGN		FEE TYPE	ESTIMATED FEE	PERSONNEL	RATE	HOURS	ESTIMATED FEE	PERSONNEL	RATE	HOURS	ESTIMATED FEE
A.3	Conceptual Plan Development	NTE	\$ 5,720	RRM SCOTT MARTIN	\$880	4	\$3520	RRM JAMI WILLIAMS	\$0	0	\$0
A.4	Preliminary Design (35%)	NTE	\$ 9,760	RRM SCOTT MARTIN	\$880	4	\$3520	RRM JAMI WILLIAMS	\$0	0	\$0
A.5	Schematic Design (60%)	NTE	\$ 14,920	RRM SCOTT MARTIN	\$1,230	6	\$7380	RRM JAMI WILLIAMS	\$470	2	\$940
			Total:				\$ 30,400				

ADU CONSTRUCTION DOCUMENTS		FEE TYPE	ESTIMATED FEE	PERSONNEL	RATE	HOURS	ESTIMATED FEE	PERSONNEL	RATE	HOURS	ESTIMATED FEE
A.6	Document Preparation and Plan Review	NTE	\$ 64,560	RRM SCOTT MARTIN	\$440	2	\$880	RRM JAMI WILLIAMS	\$0	0	\$0
			Total:				\$ 64,560				

MANAGE THE PROJECT		FEE TYPE	ESTIMATED FEE	PERSONNEL	RATE	HOURS	ESTIMATED FEE	PERSONNEL	RATE	HOURS	ESTIMATED FEE
A.7	Project Management/Coordination	NTE	\$ 8,570	RRM SCOTT MARTIN	\$440	2	\$880	RRM JAMI WILLIAMS	\$470	2	\$940
			Total:				\$ 8,570				

Subtotal \$ 108,150

Reimbursable Expenses \$ 1,500

Estimated Project Total \$ 109,650

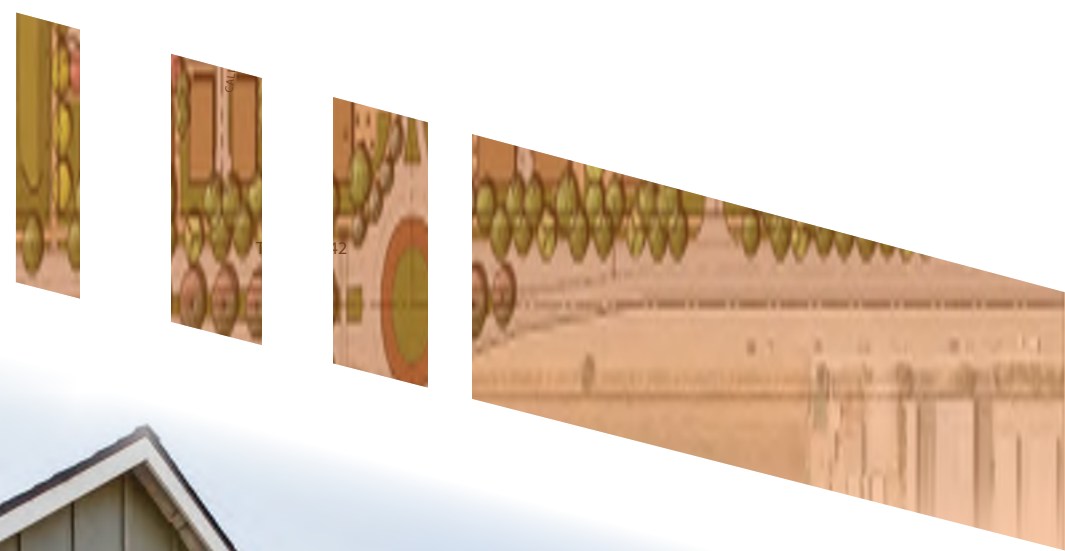
Fee Footnote
Estimated fees for tasks shown as "Time and Material" ("T&M") are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Reimbursable Expenses
Incidental expenses incurred by RRM Design Group or any subcontractor it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates
RRM reserves the right to adjust hourly rates on an annual basis.



October 24, 2022 | Proposal for the
CITY OF COACHELLA
DESIGN SERVICES FOR
PRE-APPROVED ADU PLANS



SITE PHOTO
Myrtle Street Residence



CREATING
ENVIRONMENTS
PEOPLE
ENJOY.

PROPOSAL FOR CITY OF COACHELLA DESIGN SERVICES FOR PRE-APPROVED ADU PLANS



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GRAPHICS & PHOTOGRAPHS:

This document features images of RRM Design Group and its subconsultant partners' projects, the graphics and photos of which are owned and copyrighted by our respective firms. There are no stock photos or images of any kind used in this proposal.

ABOUT RRM DESIGN GROUP:

32332 Camino Capistrano, Ste. 205 • San Juan Capistrano, CA 92675

p: (949) 361-7950 • f: (949) 361-7955 • w: rrmdesign.com

California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeff Ferber, PLA 2844

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RRM PROJECT
Myrtle Street Residence
(Accessory Dwelling Unit Addition)
Arroyo Grande, California



Section

1



COVER LETTER
Proposal for Design Services for Pre-Approved ADU Plans



Gabriel Perez
Development Services Dept
City of Coachella
53990 Enterprise Way
Coachella, CA 92236



CREATING ENVIRONMENTS PEOPLE ENJOY.

www.rrmdesign.com

32332 Camino Capistrano, Ste. 205
San Juan Capistrano, CA 92675
p: (949) 361-7950
f: (949) 361-7955

Dear Mr. Perez,

The City of Coachella intends to encourage pre-approved Accessory Dwelling Unit (ADU) production to meet local housing needs. This coincides with navigating an evolving landscape of housing policy, such as the Housing Accountability Act, Senate Bill 35 Streamlining, the Housing Crisis Act (Senate Bill 330), and Assembly Bill 2162. The City recognizes that ADUs represent a substantial opportunity to realize its goals by providing diverse housing options to meet the needs of smaller households, young adults, seniors, persons with special needs, extended families, and lower-income households. The City will be using local City funds to support the development of ADUs as a means to provide greater, more streamlined access to the opportunities ADUs can provide for your community. To that end, RRM is submitting a proposal for all sections of the scope within your RFP for pre-approved ADU plans.

THE PROJECT TYPE AND THE COMMUNITY:

For over 45 years, as a multidisciplinary design firm, RRM’s architects, planners, urban designers, landscape architects, civil and structural engineers, and surveyors have worked extensively with public and private sector housing clients. We know what is feasible and understand the realities that can stymie housing production. Our experience on both sides of the counter gives us unique insight into potential barriers to adopting and successfully executing ADU construction documents that yield quality implementable housing. Leveraging our production housing experience, we generate cost-effective solutions while responding to the end-users desire for customization opportunities. RRM has planned and designed hundreds of affordable, ADU, multifamily, and mixed-use housing units in California. This unique combination allows us to create a permit-ready ADU program package that fits your community and has been truth-tested by architects and entitlement experts.

LISTENING AND LOVE OF COLLABORATING:

RRM listens and responds collaboratively, employing various professionals’ skills and experience on each job with the assignment’s demands. We are devoted to community-based planning that engages the public meaningfully and produces a vision that will be embraced. RRM is a team of skilled professionals and creative thinkers who plan and design for implementation and do it with impeccable attention to detail—on time, on budget, and sensitive to political and social issues.

PASSIONATE:

ADU prototypes, affordable housing, multifamily and mixed-use development, the development review process, and collaboration with City staff are the jobs that keep us inspired and excited. RRM enjoys helping craft permit-ready ADU program packages. We understand and are fulfilled by efforts to curb the housing crisis and maintain a community’s integrity and character.

We appreciate the opportunity to help you achieve your goals. If you need more information or definition, please feel free to call me at any time at (805) 903-1227. At RRM, this job matters! We are eager to solve your challenges and ask for your confidence by awarding us this project.

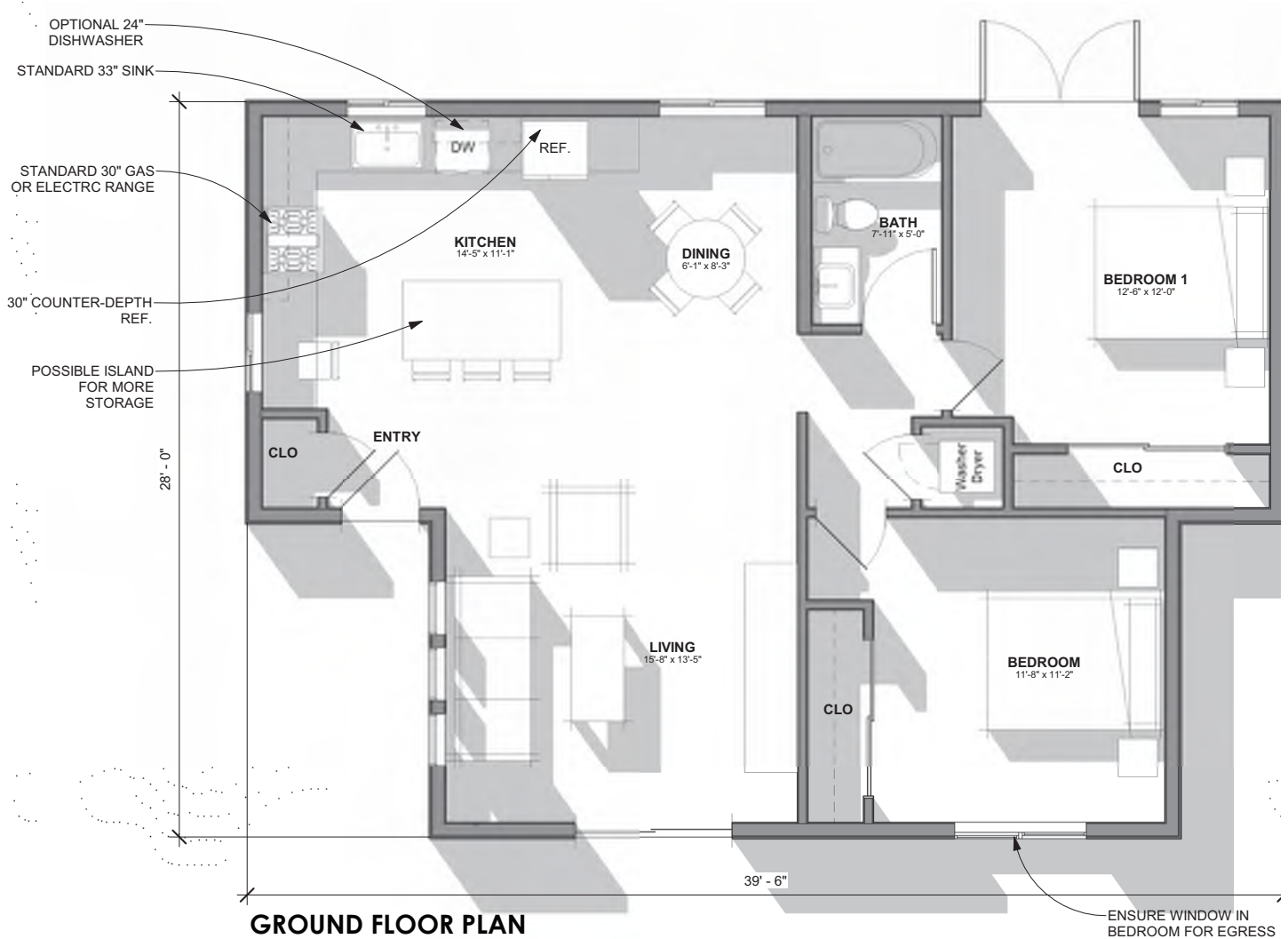
Best Regards,

RRM Design Group

Randy Russom, AIA
Project Manager
RWRussom@rrmdesign.com

Scott Martin, AIA, LEED AP, CNU-A
Principal-in-Charge
SAMartin@rrmdesign.com

RRM PROJECT
Dublin Objective Design Standards
Dublin, California

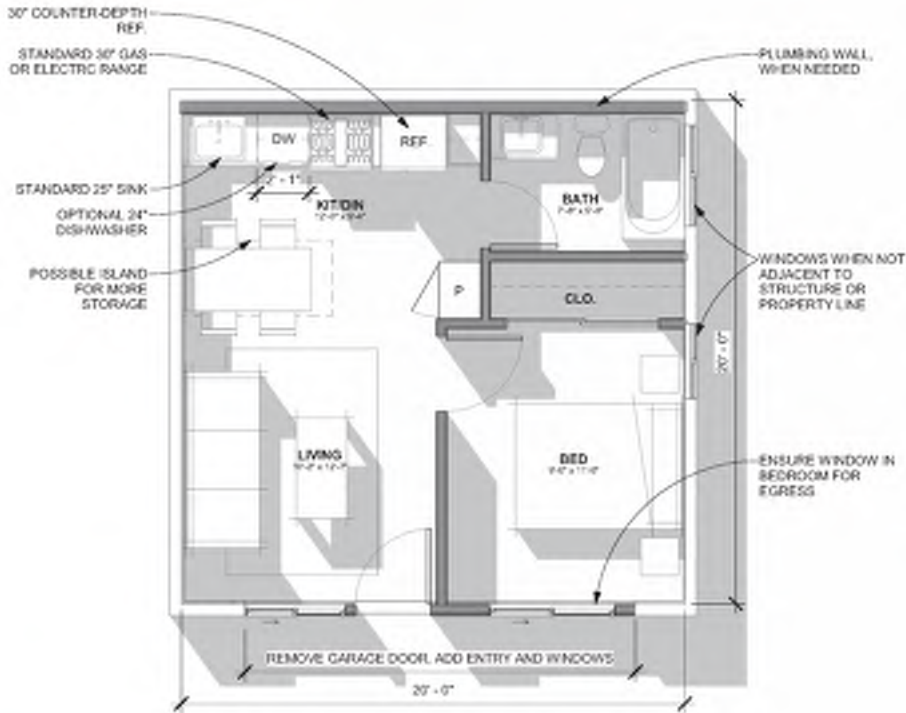
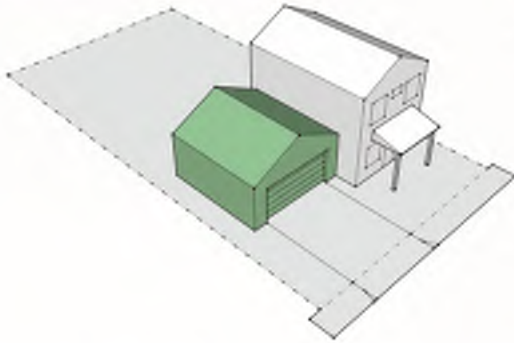


GROUND FLOOR PLAN

ACCESSORY DWELLING UNIT PROTOTYPE DESIGNS

GARAGE CONVERSION

Chapter 1: Where to Start



PROPOSER STATEMENT OF PROPOSALS
Proposal for Design Services for Pre-Approved ADU Plans



ACCESSORY DWELLING UNIT

DESIGN MANUAL



ADMINISTRATIVE DRAFT
MARCH 2021
VERSION 1

DRAFT



EXECUTIVE SUMMARY

RRM Design Group is pleased to present this proposal in response to the City of Coachella's issued Request for Proposals (RFP), for ADU Building Plans. The proposal illustrates our firm's qualifications, key staff, relevant work experience, approach to the scope of services, and a project timeline for each significant task based on our knowledge of the project context and experience with similar projects. This proposal is intended to cover all sections of the RFP proposed scope.

EXPERIENCED PROJECT TEAM

RRM brings a team of professionals with unmatched experience in prototype ADU development throughout California. We have residential design professionals across multiple disciplines and across six offices from San Diego to the Bay Area. We understand design for Southern California and have the experience to meet the City of San Marco's needs. Meet our ADU-focused team and review their resumes on pages 19-24.

COMPREHENSIVE SERVICES

RRM is proposing to provide complete and comprehensive design and permit plan development services for four prototype ADUs including reverse plans, and three alternate elevation styles which address the City of Coachella's prevailing architectural vernacular. RRM provides complete in-house service, including architecture, structural engineering, civil engineering, planning, and landscape architecture. The multidisciplinary team is the most effective way to deliver user-friendly and easily implementable designs efficiently.

PROJECT EXPERIENCE

RRM provides pre-approved ADU designs for jurisdictions all over the state, addressing multiple unique project goals, from 150 sf efficiency units to pre-approved multifamily plans. Over the years of working with our clients, we have demonstrated a level of responsiveness and availability that goes above and beyond. Our references can speak to this, and we encourage you to contact them about our performance. Our clients are some of our best advocates; a sampling of a few references is provided on page 26.

ATTENTION TO DETAIL

RRM has 180 professionals and over 45 years of experience delivering award-winning projects. Decades of project development have come with successfully implemented processes designed to deliver complete and accurate projects on time and on budget. Further discussion of our quality control process can be found on page 38.

COLLABORATIVE APPROACH

RRM has developed a successful delivery approach that has been used with jurisdictions across the state to provide pre-approved ADU designs and informational materials. We have decades of experience working statewide in the service of cities and counties to engage citizens, staff, and other stakeholders to develop responses to design problems tailored to individual communities. Our approach and project understanding is further detailed on pages 30-31.

*Next Up:
Qualifications & Experience*

HOW RRM'S EXPERIENCE, TECHNICAL & PROFESSIONAL SKILLS MEET CITY'S GOALS

RRM worked with the following public agencies in developing ADU plans:

- City of Agoura Hills
- City of Newport Beach
- County of Santa Cruz
- City of Concord
- City of Porterville
- City of Stanford
- City of Dublin
- County of San Luis Obispo
- City of Walnut Creek
- County of Mono
- City of San Ramon

Along with the agencies listed above, RRM has worked with over 20 private clients on developing ADU plans for their residences.

The following link will direct you to RRM's ADU project experience examples (Construction Document Sets, Design Manuals, and Schematic Designs): <https://tinyurl.com/yc2kyfsu>

RRM proposes to work with the City to develop a series of pre-approved prescriptive ADUs and provide for homeowners to streamline the processing of utilizing those plans for their unique and individual needs. RRM will work with City staff to refine the program and scope for the proposed ADUs to provide the best fit for the City of Coachella. Discussions with staff and previous project experience suggest alternate or additional configurations that may better serve the community. RRM's scope of services beginning on page 32 provides for possible alternatives which will be evaluated during the initial tasks of the project. RRM's community-based design will help assure that these plans have elevation options that allow for personal taste and are appropriate to the community's architectural vernacular.

RRM achieves a high project efficiency and coordination level due to the multidisciplinary service structure. We provide implementable solutions due to a single-line in-house responsibility that allows the project manager to coordinate most of the components of a project directly. While most of the primary scope will be provided in-house by RRM Architecture, Planning, and Structural Engineering, there will be times when outside consultants and City coordination will be required. RRM may need to coordinate and meet with City staff, various departments, and interest groups in addition to those specifically outlined in our scope.

*Next Up:
Experience Case Studies*

RRM Design Group's own Scott Martin (Principal-in-Charge) and Randy Russom (Project Architect) live in homes with accessory dwelling units that they designed themselves.

MARTIN RESIDENCE

(ACCESSORY DWELLING UNIT ADDITION)
ATASCADERO, CA

Constructed as a true mother-in-law unit, Scott designed the addition to his house to function for a senior with Multiple Sclerosis. Keeping in mind aging, place, and privacy, the plan created separate living and sleeping spaces, while common dining and gathering space anchors the heart of the home.

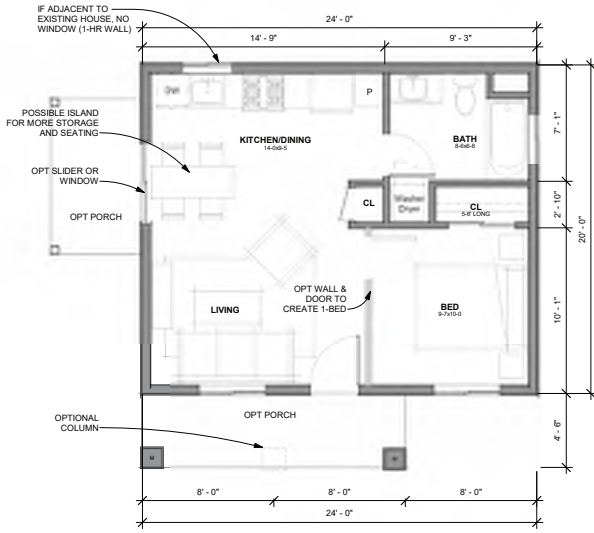


MYRTLE STREET RESIDENCE

(ACCESSORY DWELLING UNIT ADDITION)
ARROYO GRANDE, CA

This one bedroom, 499 sf unit is a second story, over garage ADU in a barn style to respond to the village historic district design guidelines and complement the 140 year old historic stone house on the site. The ADU has a separate exterior entry with separately controlled water, heat, and electrical. The unit features a full efficiency kitchen, large living area, a 3/4 bath, as well as two decks - one on the street and a covered deck to the rear of the unit.





PROPOSED IN SCOPE: 450 SF
SHOWN: 526 SF

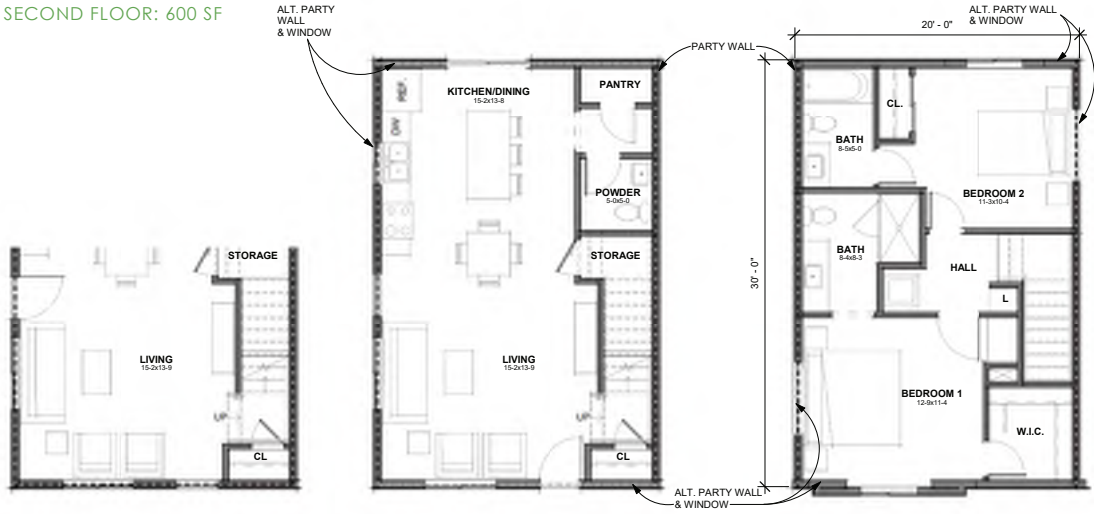
GROUND FLOOR: 555 SF
SECOND FLOOR: 600 SF



STYLE A: SPANISH COLONIAL REVIVAL



STYLE C: AGRARIAN



① LEVEL 1 - ALT ENTRY
3/16" = 1'-0"

② LEVEL 1 - FLOOR PLAN
3/16" = 1'-0"

③ LEVEL 2 - FLOOR PLAN
3/16" = 1'-0"

PORTERVILLE ACCESSORY & MULTIFAMILY DWELLING UNIT PLANS

PORTERVILLE, CA

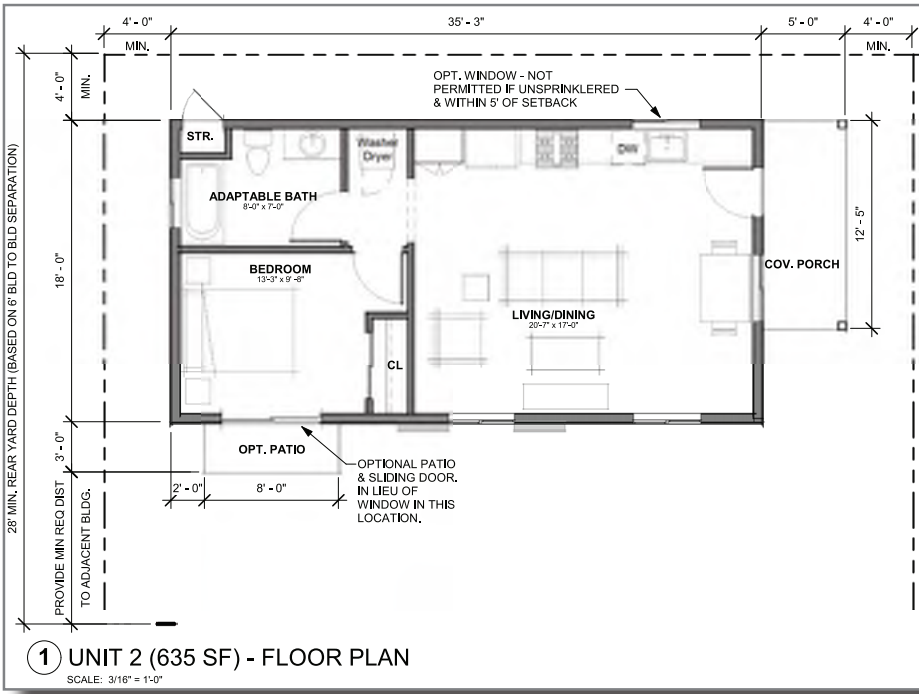
NOTABLE INFO AND STATS:
Client: City of Porterville
Timeline: 2021-Present



RRM SERVICES PROVIDED:
Architecture, Planning,
Structural Engineering



The County of Porterville retained RRM for the purpose of developing designs and plans for three Accessory Dwelling Units (ADUs) and eight multifamily prototype buildings. The ADUs ranged in size from studio to one-bedroom, allowing different lot configurations and places based on homeowners' needs. In addition, the multifamily building prototypes are refined to maximize the number of building typologies that can serve the changing population while maintaining the community character at the core of the work effort.



SAN RAMON

PRE-APPROVED ADU PROGRAM

SAN RAMON, CA

NOTABLE INFO AND STATS:
Client: City of San Ramon
Timeline: 2021-Present



RRM SERVICES PROVIDED:
Architecture, Planning,
Landscape Architecture,
Structural Engineering



The County of San Ramon hired RRM to develop floor plans and elevation designs and Prototype Construction Documents for three one-bedroom Accessory Dwelling Units (ADUs). The ADUs range in size from 560-728 square feet, providing a range of efficiency and unique footprints. The goals of the design process included maintaining County character in elevation design, increasing density and available one-bedroom rentals, and creating cost-conscious designs for the homeowner that are both comfortable and functional.



DUBLIN

OBJECTIVE DESIGN STANDARDS AND ADU PROTOTYPES

DUBLIN, CA

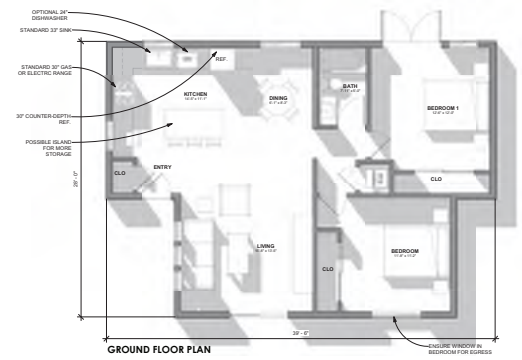
NOTABLE INFO AND STATS:
 Client: County of Dublin
 Timeline: 2019-Present



RRM SERVICES PROVIDED:
 Architecture, Planning,
 Landscape Architecture,
 Structural Engineering



The County of Dublin hired RRM Design Group to develop clearly defined objective design standards endorsed by the community and decision-makers that can be applied to multifamily and mixed-use residential projects. The intent of the project is to ensure that new residential development is compatible with the surrounding neighborhoods, that quality materials are used, that building form and scale are appropriate to the site, and that development complies with the intent of SB35 laws to facilitate and expedite construction of housing. The final product will include clearly written standards with easy-to-use graphics. Given the lack of large sites for new housing projects, the County is promoting the development of Accessory Dwelling Units (ADUs). To assist in this effort, RRM is developing prototype plans including elevations, floor plans for garage conversion, and building permit plans for ADUs that will save property owners money, expedite the permit process, and help ensure well-designed ADUs are built.



GROUND FLOOR PLAN
CITY OF DUBLIN ADU PROGRAM
 STAND-ALONE TWO BEDROOM - 973 S.F.



WEST CREEK
RESIDENTIAL SUBDIVISION
(INCLUDED MULTI-FAMILY AND
ACCESSORY DWELLING UNITS)
SAN LUIS OBISPO, CA

NOTABLE INFO AND STATS:
Client: Robins/Reed
Timeline: 2014-Present



RRM SERVICES PROVIDED:
Architecture, Planning,
Landscape Architecture,
Structural Engineering



West Creek is a residential subdivision covering 18.29 acres in the County of San Luis Obispo that provides 172 residential units in multifamily and single-family homes with Accessory Dwelling Units. The 105 multifamily units include 35 studio units, 63 two-bedroom units, and 7 one-bedroom units with a density of 27.5 units per acre. The 67 single-family units are 3 bed/2 1/2 bath homes with attached garages and include 44 “parkway” units with a density of 8.54 units per acre. The project encompasses two large parcels that were combined into a single project resulting in a more complete design solution which allows the project to meet the unit count targeted in the Orcutt Area Specific Plan while providing additional open space and community amenities.



SANTA CRUZ COUNTY

ADU PRE-APPROVED BUILDING PLAN OPTIONS

SANTA CRUZ COUNTY, CA

NOTABLE INFO AND STATS:
 Client: County of Santa Cruz
 Dates: 2021-Present

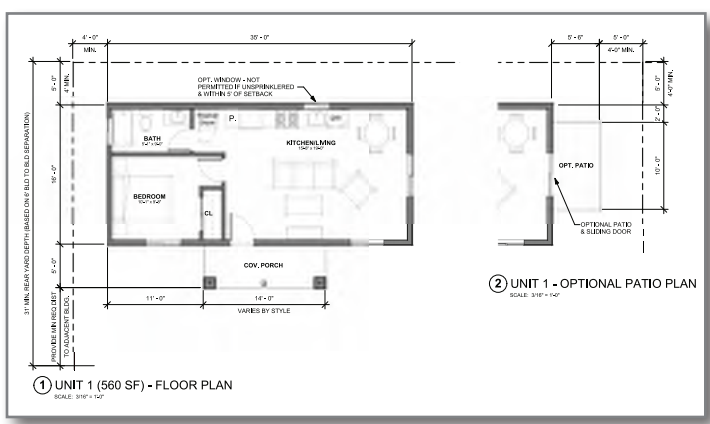


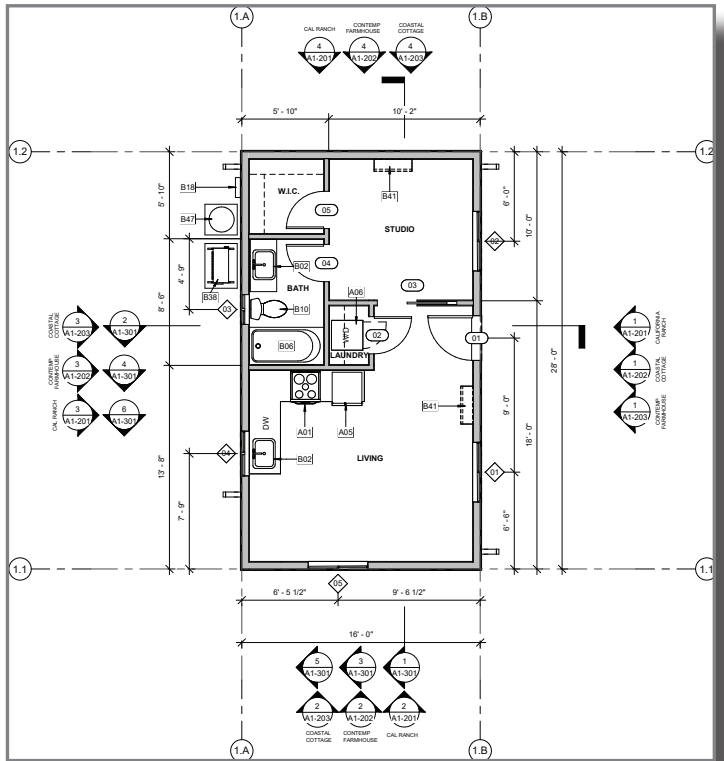
RRM SERVICES PROVIDED:
 Architecture, Planning,
 Structural Engineering



The County of Santa Cruz retained RRM to prepare ADU Plans for three sizes of ADU Building Plans that will be “pre-plan checked” and approved by the County for use by members of the public who are interested in constructing an ADU on property located within the unincorporated County of Santa Cruz area.

RRM services include meetings with County staff, meetings with members of the public and stakeholders, definition of the ADU types and alternate design styles created, and production of the ADU plans for plan-checking and for making available on the County’s website for use by the public.





NEWPORT BEACH PERMIT-READY ADU PLANS & PUBLIC OUTREACH IMPROVEMENT

NEWPORT BEACH, CA

NOTABLE INFO AND STATS:

Client: City of Newport Beach

Timeline: 2022-Present



RRM SERVICES PROVIDED:

*Architecture, Planning,
Structural Engineering*



RRM Design Group was retained to prepare complete building plans for ADUs. The City of Newport Beach intends to purchase the completed building plans and make them available to the public, free of charge, as an incentive to promote the construction of ADU housing that is more affordable, by design, due to the size of the units and preparation of pre-approved building plans. RRM is also preparing and helping to launch a public outreach campaign to inform property owners and the development community of the benefits of ADUs, promote City incentives, such as permit fee waiver program and permit-ready plans, and streamline the development process.



- spanish clay roof tiles
- wrought iron gable detail
- sconce exterior fixture
- double-framed wall bumpout w/ plaster stucco exterior finish
- concrete stoop
- 8" hardie fiber cement siding
- 4x4 shaped wood brace
- wood-look fiber cement trim
- sconce exterior fixture
- double-framed wall bumpout
- shake style fiber cement panels
- concrete stoop



- hardie fiber cement fascia
- 2x4 wood trellis members
- 4x4 wood brace
- double-framed wall bumpout w/ hardie fiber cement siding
- concrete stoop
- 6" hardie fiber cement siding
- 6x outlooker
- hardie fiber cement trim
- sconce exterior fixture
- double-framed wall bumpout
- brick veneer wainscot
- concrete stoop



***FINAL COLOR SELECTION** WILL BE DETERMINED BY EXISTING PRIMARY RESIDENCE COLOR SCHEME, AND MAY VARY FROM THE COLORS SHOWN. THE PROPERTY OWNER MUST PICK THE STYLE MOST SUITED TOWARDS THE STYLE OF THE EXISTING HOME. **MATERIAL SELECTION** IS LIMITED TO THE SPECIFIC MATERIAL TYPES CALLED OUT IN CONSTRUCTION DOCUMENTS, IN ORDER TO COMPLY WITH WUI AND BUILDING CODE REQUIREMENTS.

CONCORD ADUs STANDARD DRAWINGS DEVELOPMENT CONCORD, CA

NOTABLE INFO AND STATS:
Client: City of Concord
Timeline: 2021-Present



RRM SERVICES PROVIDED:
Architecture, Planning,
Structural Engineering



RRM Design Group was retained to provide construction drawing sets for detached ADUs for the City of Concord. The City recognized that ADUs represent a substantial opportunity to realize its goals as outlined in its Housing Element by providing diverse housing options to meet the needs of smaller households, young adults, seniors, persons with special needs, extended families, and households with lower incomes. RRM prepared a collection of architectural and building permit-ready plan sets, including structural calculations, for detached ADUs of varying unit types, architectural designs, and sizes.

*Next Up:
Firm Profile & Key Staff*

FIRM PROFILE | *RRM Design Group*

RRM exists because we love creating environments people enjoy. That is what got us into the business **over 47 years ago**, and it is why we continue to thrive today. Our architects and landscape architects, engineers, surveyors, and planners work with our clients and their communities to create the parks our children play in, the roads we drive down on our way to work, the neighborhoods we come home to, and the fire stations that keep our communities safe.

Our work culture emphasizes collaboration, frequent communication, and accessibility. We're a close partner with our clients, helping them understand and navigate through the project lifecycle. Whether your project is public or private, commercial or residential, we listen, we design, and we deliver. On time. On budget. Since 1974.



Randy Russom will serve as project manager for the project.

Contact information:

p: (805) 903-1227 | e: rwussom@rrmdesign.com



PERSONNEL BY DISCIPLINE

180 professionals on staff at RRM Design Group in **6** core disciplines:

- 35 California Licensed Architects
- 36 Architecture Designers
- 17 California Licensed Civil Engineers
- 3 California Licensed Structural Engineers
- 15 Engineering Designers
- 19 California Licensed Landscape Architects
- 11 Landscape Designers
- 13 Community & Urban Planners
- 1 Licensed Surveyor
- 3 Surveying Technicians
- 30 Administrative Support Staff
- 20 LEED® Accredited Professionals
- 3 Certified Planners (AICP)
- 4 Congress for New Urbanism Accredited Professionals
- 1 Bay-Friendly Qualified Professional
- 1 Envision Sustainable Professional
- 1 Certified Arborist



CREATING ENVIRONMENTS PEOPLE ENJOY®

CHULA VISTA

310 3rd Avenue
Unit C-26 A
Chula Vista, CA 91910

SAN LUIS OBISPO (HQ)

3765 South Higuera St., Ste. 102
San Luis Obispo, CA 93401
p: (805) 543-1794
f: (805) 543-4609

SAN JUAN CAPISTRANO

32332 Camino Capistrano,
Ste. 205
San Juan Capistrano, CA 92675
p: (949) 361-7950
f: (949) 361-7955

SAN LEANDRO

325 Davis St.
San Leandro, CA 94577
p: (510) 751-4910
f: (510) 686-8831

SANTA BARBARA

10 East Figueroa St., Ste. 200
Santa Barbara, CA 93101
p: (805) 963-8283
f: (805) 963-8184

VENTURA

422 East Main St.
Ventura, CA 93001
p: (805) 652-2115
f: (805) 652-1532

WEBSITE

www.rrmdesign.com

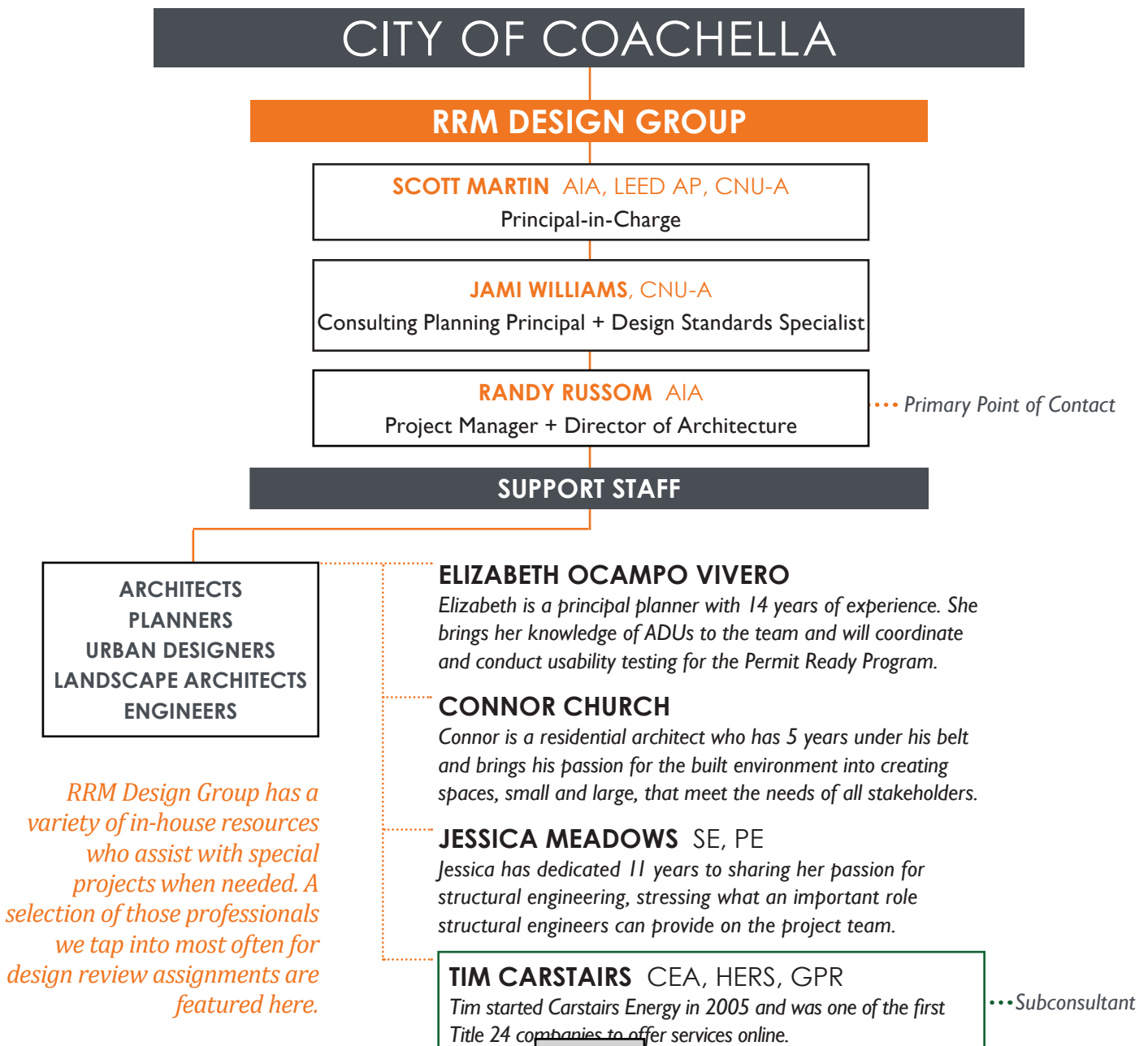
RRM is a California corporation and an employee-owned company, incorporated **November 26, 1974.**

TEAM ORGANIZATIONAL CHART

As project manager, Randy's primary responsibility is delivering the project to you on time and on budget. Working in cooperative partnership with City staff, RRM's project manager will serve as an extension of staff to successfully coordinate the design and create plans for the ADU process. He is responsible for coordinating with all technical design team members to harness the team's horsepower to successfully develop the full potential of the project work products. Randy's responsibilities include the following:

- Project Point of Contact
- Client Coordination and Reporting
- Contract Administration
- Schedule Development and Management
- Budget Supervision
- Quality Control and Assurance
- Resource Allocation
- Staff Forecasting

Randy has selected the following team of RRMers to join him in supporting City of Coachella's needs:



SCOTT MARTIN | AIA, LEED AP, CNU-A

Principal + Residential Architect



Scott is a talented architect with a keen ability to be innovative and sensitive to clients' needs. His project focus and experience are wide-ranging, from illustration, master planning, urban design, needs assessments, and design review to the production and construction of facilities. Scott is a LEED Accredited Professional with a high level of expertise in designing and implementing sustainable solutions. Scott's unique relationship with both public and private clients gives him an understanding of the realities of development and community priorities. He excels in working directly with owner and user groups to set project goals and priorities. With his strong technical skills, Scott blends cohesive design solutions to bring a project's vision to reality.



21 Years of Experience

Education

- Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA

Licenses, Accreditations, and Affiliations

- Architect, CA, C32348
- Architect, CO, 00405508
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
- Congress for the New Urbanism Accredited (CNU-A)
- American Institute of Architects (AIA), San Luis Obispo Chapter, Member
- San Luis Obispo Chamber of Commerce Economic Development Committee

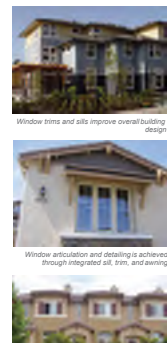
Relevant Projects

- Agoura Hills ADU Plans
- Arcadia Design Guidelines Update
- Brentwood Zoning Ordinance Update
- Buellton Community Design Guidelines
- Calabasas General Plan Update
- Carlsbad Village and Barrio Master Plan
- Capitola Mall Design Peer Review Services
- Cerritos Residential Design Manual
- Cupertino Residential/Mixed-Use Design Standards
- Dublin Citywide Multifamily Design Standards
- Mission Street Studios ADU
- Mono County ADU Design
- Murrieta Affordable Housing Design Development
- Newport Beach Permit Ready ADU Plan and Public Outreach Improvement Services
- Porterville Accessory Dwelling Unit and Multifamily Dwelling Unit Plans
- San Luis Obispo County Pre-Approved ADU Plans
- San Ramon Pre-Approved ADU Program
- Walnut Creek ADU Acceleration
- West Creek Residential Subdivision (Noveno)



Arcadia Design Guidelines Update

- Windows and Doors
 - Window and door types, materials, shapes, proportions, and detailing should be compatible with the architectural style of the building and should have quality molding and framing.
 - Floor plans should be designed to allow proper placement and sizing of windows to complement the chosen architectural style. Windows should be placed with adequate spacing between window/door trim and wall edges/top plates.
 - Garage doors facing the street are highly discouraged.
 - Where appropriate to the architectural style, window detailing, such as sills, trim, shutter and/or awnings, should be utilized.
 - Shutters should be proportionate in size to the windows to create the appearance of functionality.
 - Awnings or prominent architectural features over building entrances should be utilized to provide a defined building entry that provides a sheltered area and orients residents and visitors.
 - Where appropriate to the architectural style, windows and doors should be inset from the walls a minimum of two (2) inches to create shadow detailing and visual appeal.
 - Replacement windows should be compatible to the overall building in style and material.
- Preferred window materials include:
 - Wood
 - Composite clad
 - Colored vinyl



JAMI WILLIAMS | CNU-A

Consulting Planning Principal + Design Standards Specialist



Jami possesses the qualities necessary to produce creative, realistic and business-conscious design solutions that will guide future improvements of the City of Coachella. With over 25 years of experience as an urban designer and project manager, Jami’s unique perspective enables her to advance projects from the early community outreach and visioning stages to the development of urban design plans and policy documents that are creative yet realistic and implementation-focused. She is well-versed in smart growth, mixed-use and transit-oriented planning principles that maximize quality design, minimize costs, and build on community consensus. She excels in public outreach, identifying public concerns and preferences and translating them into cutting-edge workable designs and policy documents that can be easily understood by community members and implemented by her public agency clients. Further, her strong communication and organization skills consistently ensure she delivers projects on time and on budget, always focusing on client satisfaction.



26 Years of Experience

Education

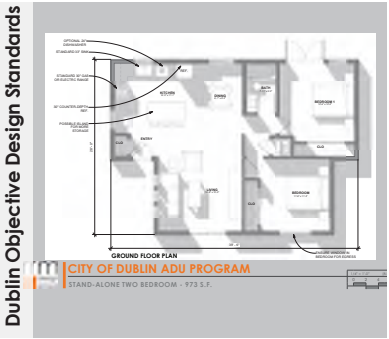
- Master of Business Administration, Architecture Management Track, California Polytechnic State University, San Luis Obispo, CA
- Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA
- Semester Design Program, Ecole Des Beaux Art Americaines De Fontainebleau, France
- Associate of Science, Cuyamaca College, San Diego, CA

Licenses, Accreditations, and Affiliations

- Congress for the New Urbanism Accredited (CNU-A)
- American Planning Association (APA), Member
- Urban Land Institute (ULI), Associate Member

Most Relevant Projects

- Agoura Hills Pre-Approved Building Plans for ADUs
- Alhambra New Comprehensive Zoning Code
- Brentwood Zoning Ordinance Update
- Buena Park Housing Element Update
- Carpinteria Downtown Design Overlay Program
- Cerritos Housing Element Update
- Cupertino Residential/Mixed-Use Design Standards
- Dublin Citywide Multifamily Design Standards
- El Cajon Civic Center Pre-Development Planning and Design
- El Corazon Specific Plan
- El Monte Housing Element Update
- Encinitas SB 2 Planning Grant (Objective Design Standards)
- La Puente Housing Element Update
- Merced County Community Plans (Franklin-Beachwood)
- Mission Avenue Housing Strategic Plan
- Rosemead Housing Element Update
- Santa Cruz County ADU Pre-Approved Building Plan Options
- Torrance Housing Corridor Districts Analysis
- Walnut Creek ADU Acceleration



RANDALL RUSSOM | *AIA, ASID*

Project Manager + Director of Architecture



As an engineering major with an early love of creation and a family of artists, a career in architecture was inevitable for Randy. Now, with over three decades of experience as an architect, Randy is an expert in construction management, hospitality projects, and custom residential work. As the former planning commissioner for the City of Arroyo Grande and a current member of the Board of Directors for the San Luis Obispo Chapter of the American Institute of Architects, Randy brings a collaborative approach to his work, aiming to utilize all the creative intellect his team encompasses. His work with RRM yields award-winning results that satisfy the needs of his clients, his team, and the community.



33 Years of Experience

Education

- Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA

Licenses, Accreditations, and Affiliations

- Architect, CA, C24410
- American Institute of Architects (AIA)
- American Institute of Architects Central Coast Chapter (AIACCC), San Luis Obispo, President
- City of Arroyo Grande, Planning Commissioner
- City of Arroyo Grande, Bridge Street Replacement Committee

Relevant Projects

- Agoura Hills Pre-Approved Building Plans for ADUs
- Concord Accessory Dwelling Units Standard Drawings Development
- Dublin Citywide Multifamily Design Standards
- Dublin Objective Design Standards and ADU Prototypes
- Fixlini Street ADU, San Luis Obispo
- Los Gatos Architectural Consultant Services
- Madonna Road ADU, San Luis Obispo
- Mission Cove Mixed-Use Development with Affordable Housing, Oceanside
- Mono County ADU Design
- Newport Beach Permit Ready ADU Plan and Public Outreach Improvement Services
- Porterville Accessory and Multifamily Dwelling Unit Plans
- San Luis Obispo County Pre-Approved ADU Plans
- San Ramon Pre-Approved ADU Program
- Santa Cruz County ADU Pre-Approved Building Plan Options
- Serra Meadows Housing Development with ADUs, San Luis Obispo
- Tyler Street Mixed-Use Development, Monterey
- Walnut Creek ADU Acceleration
- West Creek Residential Subdivision (Multifamily & ADUs)



Mission Cove Mixed - Use Development



West Creek Residential Subdivision

ELIZABETH OCAMPO VIVERO

Principal Planner + ADU Specialist



Elizabeth is a passionate urban planner with experience in community planning, land use planning, project management, and urban design. Prior to joining RRM, Elizabeth worked as Director of Planning and Urban Design at MW Steele Group, a planning and architecture firm in San Diego, where she led the planning practice of the firm and managed a series of projects, including multi-family re-development projects, streetscape improvement projects, and specific plan amendments. Elizabeth's experience includes seven years at the City of San Diego Planning Department, where she participated in multiple phases of the community plan update process for Old Town San Diego, Midway - Pacific Highway, and North Park. While at the City of San Diego, she also managed grant-funded planning efforts. Her experience also includes supporting retail, educational, and healthcare projects and preparing subdivision plans for residential development while working for a structural engineering firm and a land development engineering firm in Mexico.



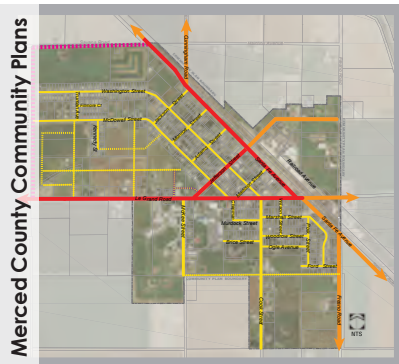
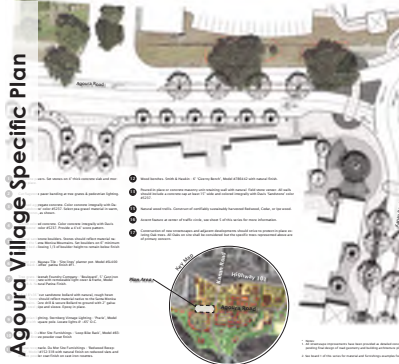
14 Years of Experience

Education

- Master of City Planning, Master of City Planning, San Diego State University
- Bachelor of Science, Architecture, Universidad Autónoma de Baja California

Relevant Projects

- Agoura Village Specific Plan Implementation Analysis, Agoura Hills
- Carlsbad Objective Design Standards
- Carpinteria Downtown Design Overlay Program
- Dana Point General Plan Outreach
- Dixon Comprehensive Zoning Update
- El Segundo Downtown Specific Plan Update
- Escondido Public Art Master Plan
- Euclid Village Senior Housing - WPH, Upland
- Goleta Objective Design Standards for Multiple Dwelling and Mixed-Use Developments
- Magnolia Villas Affordable Housing - WPH, Upland
- Merced County Community Plans (Franklin-Beachwood)
- San Carlos Downtown Specific Plan
- San Diego Clairemont Community Plan
- Walnut Creek ADU Acceleration



CONNOR CHURCH

Residential Architect



As a young architect, Connor brings enthusiasm and creativity to the project team. With a passion for efficient and sensible design solutions, Connor enjoys working with his team to develop goals in order to realize your comprehensive project. At RRM, Connor has utilized his strengths on public and private projects ranging from one-off ADUs to large K-12 campus projects. Connor has significant experience working on ADU prototypes and other similar projects. With a strong team at his side, Connor has developed prototype plans of various styles and scales for community-focused subdivisions and city pre-approved ADU projects.



5 Years of Experience

Education

- Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA

Licenses, Accreditations, and Affiliations

- Architect, CA, 39684

Relevant Projects

- 1138 Madonna Road ADU, San Luis Obispo
- 13th Street Grover Beach Single-Family Residential Subdivision
- 16 Prairie Grass (Chen Residence & ADU), Irvine
- 1728 Lima Drive Residential ADU, San Luis Obispo
- 712 Anapamu Street Accessory Dwelling Units, Santa Barbara
- 770 Buchon Street ADU, San Luis Obispo
- Concord Accessory Dwelling Units Standard Drawings Development
- Grand Oaks Micro Community, Atascadero
- Mono County ADU Design
- Orcutt Key Site 30 Bradley Village Single-Family Residential Development
- Porterville Accessory Dwelling Unit and Multifamily Dwelling Unit Plans
- Rice Ranch Meadows North, Grove West, and Grove East, Orcutt
- San Luis Ranch Single-Family Residential Subdivision, San Luis Obispo
- San Ramon Pre-Approved ADU Program
- Santa Cruz County ADU Pre-Approved Building Plan Options
- Vintage Ranch SFR Subdivision Schematic Design, Orcutt



JESSICA MEADOWS | SE, PE

Structural Engineer



Jessica has spent the last decade dedicated to sharing her passion for structural engineering. Whether it be working with the design team on a residential project, mentoring young professionals, or teaching students at San Luis Obispo’s California Polytechnic State University, she is always sure to stress what an important role structural engineers can provide on the project team. Her experience has a wide variety: single-family, multifamily, mixed-used, new education campuses and buildings, modernizations, pre-check documents, seismic rehabilitation, and accessory structures. Jessica has acted as a project manager to oversee the design process and construction of many successful projects.



11 Years of Experience

Education

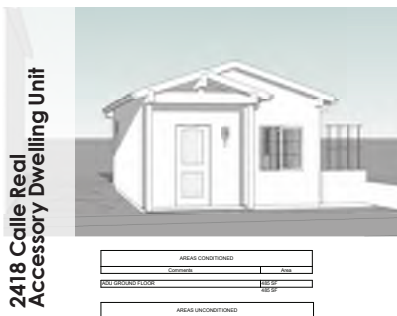
- Bachelor of Science, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA

Licenses, Accreditations, and Affiliations

- Structural Engineer, CA, S6488
- Professional Engineer, CA, C81987

Relevant Projects

- 1011 Joseph Court ADU, Nipomo
- 102 South Voluntario ADU, Santa Barbara
- 1138 Madonna Road ADU, San Luis Obispo
- 1728 Lima Drive Residential ADU, San Luis Obispo
- 21712 Lane Street ADU, Perris
- 2418 Calle Real ADU Construction Documents, Santa Barbara
- 2995 Beachcomber Drive Remodel and ADU, Morro Bay
- 5700 Portola Road ADU, Atascadero
- 712 Anapamu Street ADU, Santa Barbara
- Agoura Hills Pre-Approved Building Plans for ADUs
- Centennial Square Affordable Housing, Santa Maria
- Concord Accessory Dwelling Units Standard Drawings Development
- Dublin Citywide Multifamily Design Standards
- Mission Street Studios ADU, Santa Barbara
- Mono County ADU Design
- Newport Beach Permit Ready ADU Plan and Public Outreach Improvement Services
- Porterville Accessory Dwelling Unit and Multifamily Dwelling Unit Plans
- San Luis Obispo County Pre-Approved ADU Plans
- San Ramon Pre-Approved ADU Program
- Santa Cruz County ADU Pre-Approved Building Plan Options
- Walnut Creek ADU Acceleration



Next Up:
Evidence of
California Licensing

EVIDENCE OF CALIFORNIA LICENSING

The following documentation shows that RRM is properly licensed in the State of California to perform the scope of services per the City’s RFP:



MARTIN, SCOTT A
 LICENSE NUMBER: C 32348 LICENSE TYPE: ARCHITECT
 LICENSE STATUS: CURRENT  EXPIRATION DATE: JUNE 30, 2023
 SECONDARY STATUS: N/A
 CITY: ATASCADERO STATE: CALIFORNIA COUNTY: SAN LUIS OBISPO ZIP: 93422



RUSSOM, RANDALL WILLIAM
 LICENSE NUMBER: C 24410 LICENSE TYPE: ARCHITECT
 LICENSE STATUS: CURRENT  EXPIRATION DATE: JANUARY 31, 2023
 SECONDARY STATUS: N/A
 CITY: ARROYO GRANDE STATE: CALIFORNIA COUNTY: SAN LUIS OBISPO ZIP: 93420



CHURCH, CONNOR AUGUSTUS
 LICENSE NUMBER: C 39684 LICENSE TYPE: ARCHITECT
 LICENSE STATUS: CURRENT  EXPIRATION DATE: MARCH 31, 2023
 SECONDARY STATUS: N/A
 CITY: LOS ANGELES STATE: CALIFORNIA COUNTY: LOS ANGELES ZIP: 90029



MEADOWS, JESSICA MARIE
 LICENSE NUMBER: 81987 LICENSE TYPE: CIVIL ENGINEER
 LICENSE STATUS: CLEAR  EXPIRATION DATE: MARCH 31, 2022
 SECONDARY STATUS: N/A
 CITY: ATASCADERO STATE: CALIFORNIA COUNTY: SAN LUIS OBISPO ZIP: 93422



MEADOWS, JESSICA MARIE
 LICENSE NUMBER: 6488 LICENSE TYPE: STRUCTURAL ENGINEER
 LICENSE STATUS: CLEAR  EXPIRATION DATE: MARCH 31, 2022
 SECONDARY STATUS: N/A
 CITY: ATASCADERO STATE: CALIFORNIA COUNTY: SAN LUIS OBISPO ZIP: 93422

*Next Up:
References*

RRM CLIENT REFERENCES

If you check our references, you will find that our clients appreciate our work and the high level of service we provide.

JASON RIDENOUR, *Community Development Director*

City of Porterville

(559) 782-7460 | jridenour@ci.porterville.ca.us

Project: Porterville Accessory & Multifamily Dwelling Unit Plans
(see page 32 for additional project information)

Dates: 2021-Present

LAURA MELLISH, *Senior Building Plans Checker*

County of Santa Cruz

(831) 454-3151 | laura.mellish@santacruzcounty.us

Project: Santa Cruz County ADU Pre-Approved Building Plan Options
(see page 36 for additional project information)

Dates: 2021-Present

JAIME MURILLO, *Project manager*

City of Newport Beach

(949) 644-3328 | jmurillo@newportbeachca.gov

Project: Newport Beach Permit Ready ADU Plan and Public Outreach Improvement Services

(see page 37 for additional project information)

Dates: 2022-Present

MINDY GENTRY, *Planning Manager*

City of Concord

(925) 671-3369 | mindy.gentry@cityofconcord.org

Project: Concord Accessory Dwelling Units Standard Drawings Development
(see page 38 for additional project information)

Dates: 2021-Present

*Next Up:
Subconstracor*

TIMOTHY CARSTAIRS | CEA, HERS, GPR

Title 24 Energy Compliance



19 Years of Experience

Education

- Bachelor of Science, Accounting
University of Phoenix,
Phoenix, AZ

Licenses, Accreditations, and Affiliations

- Cabec Certified Energy Analyst
- CalCerts Certified HERS I and HERS II Rater
- Licensed HVAC Contractor (CSLB#926170)
- Certified Green Point Rater (Build It Green)
- Real Estate Broker (BRE #01855310)

Timothy is the owner of Carstairs Energy, Inc., a full-service energy consulting company based in San Luis Obispo. Carstairs Energy prepares energy compliance reports and works with building departments, architects, engineers, and homeowners to ensure compliance for each project. Timothy Carstairs is a Cabec Certified Energy Analyst and a licensed HERS Rater through CalCerts. He started Carstairs Energy in 2005 and was one of the first title 24 companies to offer services online. Carstairs Energy not only provides Title 24 Residential and Commercial Energy compliance, but they also provide HVAC Design Services including ACCA Manual J, D, S, and Solar Design services throughout California as well as HERS Testing and Green Point Rating local to the San Luis Obispo area.

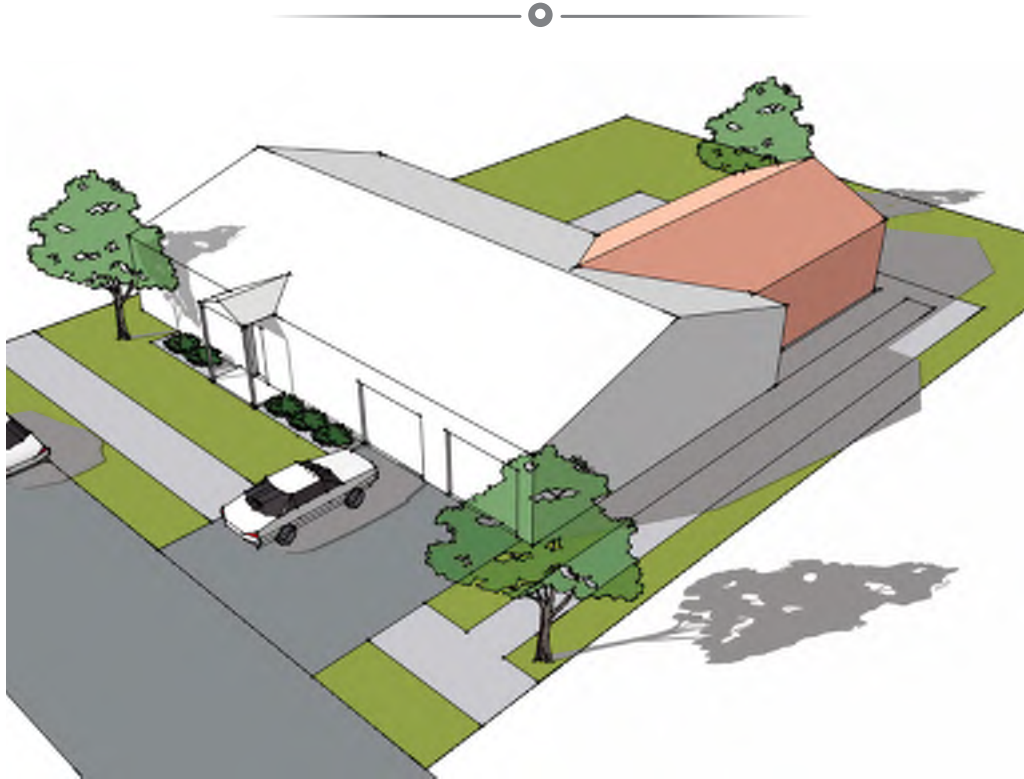
Relevant Projects

- Agoura Hills Pre-Approved Building Plans
- Coastal Community Builders, The Meadows at Rice Ranch, Orcutt
- Coastal Community Builders, Vineyard Creek, Templeton
- McCarthy Homes Purisima Hills, Coastal Collection, Lompoc

Quotes

- *I've worked with Carstairs for the past 5 years. They have always been very knowledgeable on every project I ask them about. They have always been on time, and ready to answer questions. I would highly recommend them.*
~Gregory Soto, Architect
- *Carstairs Energy, Wow. Our Company, Crizer Construction Inc, has been in business for almost 35 years this year and I have to say that Carstairs Energy, Tim Carstairs, is one of the most attentive professionals we have worked with...The response time, when working with Carstairs Energy, will be as fast as any professional in the business. I highly recommend that you work with Carstairs Energy on your next project.*

RRM PROJECT
Martin Residence • Accessory Dwelling Unit Addition
Atascadero, California

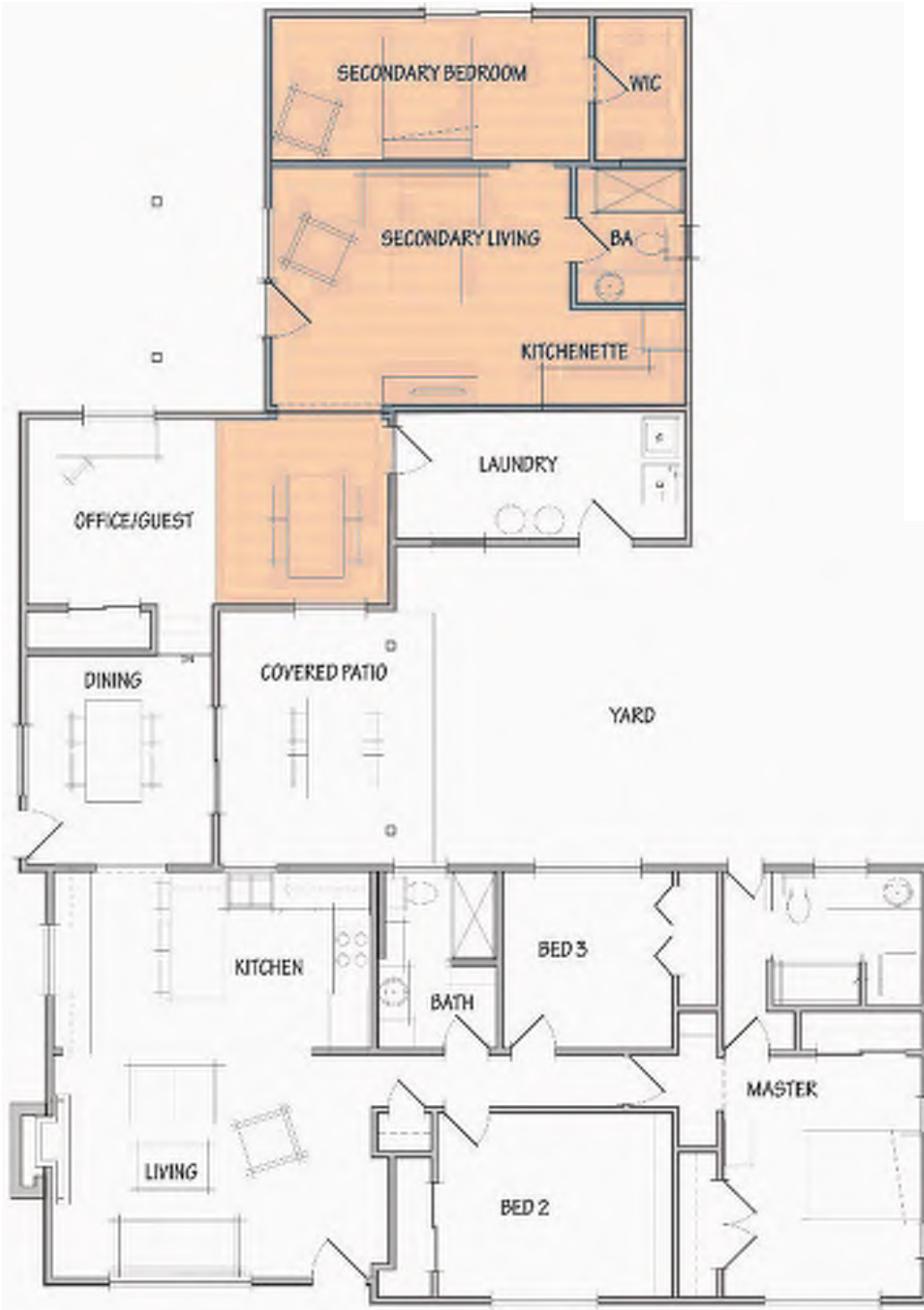


Section

3

PROPOSED METHOD TO ACCOMPLISH THE WORK

Proposal for Design Services for Pre-Approved ADU Plans





PROJECT UNDERSTANDING & APPROACH

The City of Coachella proposes to encourage ADU production to meet local housing needs by initiating an ADU program. RRM's extensive portfolio and expertise in ADU regulations, visual document production, architectural/construction level permit-ready plan drafting, and community outreach and engagement will provide an excellent foundation for making this vision a reality.

RRM understands the City is looking to develop a series of permit-ready housing units and provide homeowners the ability to streamline the process of using those plans for their unique and individual needs. We also recognize that the City's goal is to maximize the number of plans and options achievable from local funding. RRM's long history in production housing allows us to develop plans with various options, making a single plan far more customizable and functional in multiple situations. RRM will provide for the following designs to be refined during the initial due diligence portion of the design process:

- Two approximately 400-500 sf: Free-standing studio ADUs in compliance with California Residential Code, California Code of Regulations, Title 24, Part 2.5, not exceeding 16' height and designed to conform to a typical flat lot
- Two approximately 700-850 sf: Free-standing one-bedroom, one-bathroom ADUs in compliance with California Residential code, not exceeding 16' in height and designed to conform to a typical flat lot
- Two approximately 1,000-1,200 sf: Free-standing two-bedroom, two-bathroom ADUs in compliance with California Residential code, not exceeding 16' in height and designed to conform to a typical flat lot

Each plan type will be designed to adapt to and include two alternate elevation styles to conform to the City's trending architectural vernacular. Each plan type is to be provided with reverse floor plans.

RRM properly envisions this project as a four-phase project which begins with programming. As with any public project, the City is responsible to its citizens to spend money wisely and effectively. This is the problem that a proper initial due diligence or programming phase can address. We are looking to identify the greatest opportunity to impact housing stock through a permit-ready ADU program for this project. Starting with the kickoff meeting, the City will be a partner in formulating the best solution to address the goals unique to your area. The success of this program will not come from the plan set product but will be founded on crafting context-appropriate designs and then facilitating implementation. RRM's community-based design will help assure that these plans have elevation options that allow for personal taste and are appropriate to the community's identified architectural vernacular. Identifying the correct designs for the City of Coachella will come through RRM's collaboration with City staff. Coupled with an inventory of appropriate prevalent styles in the community, these outcomes will inform the second phase's building block: design. We understand that residential design can be one of the purest manifestations of community character; accordingly, many people are passionate about homes. This is where our collaborative approach to design results in successful outcomes. From RRM's production housing experience, we will develop designs with options to help provide the greatest variety of plans founded on the base project program. RRM will collaborate with the staff and building departments in the early phase to create efficient implementable designs that fit the pre-approval process's goals.

Following a public design review, RRM will work with City staff and building officials to generate complete permit-ready plan prototypes. These plans may vary in size from less than 400 sf up to approximately 1200 sf feet, providing a wide variety of options for each homeowner to implement on their unique site. RRM will work with designated staff to resolve a design that is not only stylistically appropriate but implementable. Before implementation, we see the permit-ready ADU plans as the phase where our multidisciplinary practice provides the most significant impact. In-house structural engineering allows us to focus on design development with an eye toward efficient, low-cost construction, which will be of fundamental value to the end user. RRM has extensive experience in affordable and production housing, which helps us focus on efficient implementable solutions.

This leads us to the final component of the project: implementation. Getting the plans off the shelf and into the community is truly the end goal for a project like this. RRM's experience on both sides of the counter will provide a solid basis for presenting information and how that information is perceived and used by private citizens.

We embrace a collaborative approach to the design process. RRM is looking forward to working with staff to define and develop this process so that by the time the plans are ready for the public, all parties should know what to expect.

While our experience has shown this approach as being the most effective way we can serve a city in providing pre-approved ADUs, it does require more investment in time. A more expedited approach that limits staff engagement in the design process would result in a faster delivery schedule, more in keeping with the stated time frames of the RFP.

*Next Up:
Scope of Services*

SCOPE OF SERVICES

ESTABLISH A STRONG FOUNDATION

In this project's initial phase, the team will engage in a due diligence process designed to inform the team and key City staff on the primary issues to be addressed and gather and review relevant data and background information.

TASK A.1: INITIATION MEETING

Following the review of existing data, the project team will meet with City staff to establish a mutual understanding of the key issues, further define the scope, project schedule, expectations, layout of significant project milestones, meeting times, deliverable targets, and review pertinent data. Based on evolving COVID restrictions, a digital meeting or Google field trip may be necessary.

Deliverables:

- One (1) meeting with City staff
- One (1) meeting minutes

TASK A.2: DATA GATHERING AND DOCUMENT RESEARCH

As a first step in the process, the team will collect and review all data relevant from design guidelines, the general plan, the development code, specific plans, the local jurisdiction's unique requirements, and other planning efforts that have a bearing on the communities. RRM will work with staff to compile a preliminary survey of existing City lots to identify the typical prevalent sizes and configurations. Next, RRM, in coordination with City staff, will review identified opportunities for implementation to further inform the final design solutions. Finally, RRM will prepare a program memo to document the project goals and alternatives the City wishes to achieve with the final designs.

Deliverables:

- ADU due diligence memo
- One (1) meeting with City staff

ADU DESIGN

The baseline generic prototypes, which could be utilized as ADUs, or standalone single-family dwellings designed to fit on generic flat lots, include the following:

- Two approximately 400-500 sq ft: free-standing studio ADUs in compliance with California Residential Code, California Code of Regulations, Title 24, Part 2.5, not exceeding 16' in height and designed to conform to a typical flat lot
- Two approximately 700-850 sq ft: free-standing one-bedroom, one-bathroom ADU in compliance with California Residential code, not exceeding 16' in height and designed to conform to a typical flat lot
- Two approximately 1,200 sq ft: free-standing two-bedroom, two-bathroom ADU in compliance with California Residential code, not exceeding 16' in height and designed to conform to a typical flat lot

Each plan type will be designed to adapt to and include two alternate elevation styles to conform to the City's trending architectural vernacular, including incorporating styles and details identified in the City's Pueblo Veijo District Plan. The final permit documents will provide each plan type with reverse floor plans.

Each of the six base plans may be provided with interior design options, including ADA adaptable and fully accessible options, storage options, additional bedroom or flex space options, and multiple entry locations to allow personalization and site flexibility. This approach allows for the three base plans to serve as many times as the number of designs.

TASK A.3 CONCEPTUAL ADU PLAN DEVELOPMENT

RRM will compile the relevant data and goals from the research and City meetings to establish a straightforward program with identified constraints and opportunities to be used as the basis for the preliminary design. Based on the initial description, RRM will provide design concept options for the final plan direction through staff review.

Deliverables:

- PDF format submittal
- One (1) meeting with the City staff; a preliminary plan option review
- Preliminary site/floor plans for three (3) unit prototypes

Schedule:

- Three (3) weeks included staff review meetings

Meeting:

- One (1) concept design review meeting

TASK A.4: PRELIMINARY (30%) ADU DESIGN

RRM recognizes that residential design can be one of the purest manifestations of community character, and many people are passionate about homes. Therefore, RRM encourages a collaborative approach to working with staff to deliver designs that respond to the community's unique character. Following the initial staff collaboration in Task A.3 above, RRM will design a series of preliminary site plans/floor plans, sections, and elevations for the unit prototypes. We will review the designs with staff for comment and approval at approximately the 30% completion stage. The designs will include typical front elevation style options. Plans will be based on generic sites as directed by staff.

Deliverables:

- PDF format submittal
- One (1) meeting with the City staff; a preliminary plan, massing, and elevation review meeting (currently expected to be conducted remotely on the platform of City's choice)
- Preliminary site/floor plans for six (6) unit prototypes

- Preliminary sections for six (6) unit prototypes, as needed
- Preliminary style options for front elevation of two (2) options per plan for a total of twelve (12) front elevations

Schedule:

- Four (4) weeks included staff review meetings

Meeting:

- One (1) preliminary design (30% set) review meeting prior to the development of the final schematic design package for review and approval to proceed

TASK A.5: SCHEMATIC (65%) ADU DESIGN

Based on staff feedback on the preliminary design, RRM will refine the schematic design to an approximately 65% completion level for review by staff and any public outreach efforts. The submittal will be architecture-specific and for a non-specific generic site; no civil engineering or landscape architecture will be provided for review. It is assumed that City staff will coordinate all submittals, applications, and notices associated with any public hearings if desired. Attendance and presentation documented for any public outreach or hearings are addressed in Task A.7 below.

Deliverables:

- PDF format 65% plan set
- Floor plans for six (6) ADU prototypes with design options
- Sections for six (6) ADU prototypes
- Elevations for six (6) ADU prototypes; four (4) sides for each unit
- Two (2) style options of the front elevations of each of the six (6) ADU base unit prototypes;
- Color and material boards; one (1) for each elevation style as printed images
- Twelve (12) 3D color-rendered front views suitable for publication

Schedule:

- Four (4) weeks included staff review meetings

Meeting:

- One (1) staff review meetings

ADU CONSTRUCTION DOCUMENTS

TASK A.6: DOCUMENT PREPARATION AND PLAN REVIEW

Our experience providing simple, cost-effective designs and plans complying with California Residential Code conventional construction requirements provides a strong base for further modification. A fully construction-ready plan of conditions meets code requirements. Our proposed scope provides for a fully designed building based on CRC conventional construction. It utilizes a complying braced wall system that allows for significant customization within the pre-approved standard, reducing time and costs to the end user. All unit elevations are customizable to allow for variations in exterior materials and door and window fenestration to express individual owners' tastes and community character. This will be achieved by stating the minimum shear wall panel requirements for each exterior wall. Most interior walls will not be used for bearing, allowing further flexibility for the end user. For construction cost, speed, and simplicity, designs are anticipated to utilize truss roof framing.

Our goal would be to express the design intent with a structural system that considers the most material and cost-efficient approach to provide a more implementable, affordable housing solution. This detailed review is typically only achievable with an in-house structural design team where all parties share a mutual goal.

Title 24 energy compliance will be four orientation designs, allowing full implementation across sites. No mechanical and electrical engineering design is anticipated beyond typical line diagrams. Again, design efficiency will be a key parameter for mechanical and electrical design. RRM is a leader in efficient, sustainable design. We anticipate only one round of plan check revisions and resubmittal. RRM anticipates a single-City coordinated review for all departments. The City will be responsible for the coordination of plan reviews.

As part of the construction document scope, an ADU application submission template will be developed to allow individual lot-specific submissions and alternate design submissions. The submission template will be developed to be submitted using the City's standard submittal process.

Plans to be produced to the following criteria:

1. All designs shall fully comply with the 2022 California Residential Code, California Code of Regulations, Title 24, and Part 2.5.
2. All designs shall comply with the 2022 California Building Code (CBC), California Code of Regulations, Title 24, and Part 2 for structure(s) or element(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC.
3. Minimum Energy Compliance Design Criteria: State Title 24 Energy Compliance documentation in all four primary orientations (north-, south-, east-, and west-facing).
 - a. Climate Zone: 15
 - b. Exterior Wall Insulation: R-15
 - c. Attic Insulation: R-30
 - d. Designed for both heating and cooling: 92 AFUE (Heating); 15 SEER (cooling)
4. Foundation Design Criteria:

The foundation design is generally site-specific, although the building code does allow for code minimums and the waiving of site-specific soils geotechnical investigations. The foundation design is provided for building sites that do not exceed a slope of one vertical to three horizontal units. The design does not assume unstable soil or expansive clay soil:

 - a. Soil Bearing Pressure: 1,500 PSF (without Geotechnical Report)
 - b. Lateral Bearing Pressure: 100 PCF
 - c. Foundation Depth Below Ground Surface: 18 inches min.

5. Front porch options shall be provided on at least one elevation style of each plan type. Porch detailing shall include at a minimum:
 - a. Ledger and attachment details
 - b. Porch framing member size, spacing and connection details
 - c. Column size and isolated footing design, including connection details
 - d. Any soffit and finish trim details required to fulfill the design intent
6. Fire Resistive Construction Details:
 - a. The proposed detached units should be anticipated to be located within four feet of a real or assumed property line on the rear or side elevation
 - b. Therefore, for each of the proposed plan elevations, the rear and side elevations will be designed with options to comply with CRC Table R332.1 (I) Fire Resistance Protection/Rating of exterior Wall elements
7. The following minimum fire protection details shall be included within the plans:
 - a. One- (1-) hour fire-rated wall construction detail for each architectural style that would comply with ASTM e119 or ul 263 testing
 - b. One- (1-) hour fire-rated projection details on the underside of the projection for each architectural plan style and assume a two-foot minimum fire separation distance
 - c. Design elevation where the opening on the exterior firewalls shall not exceed 25% of the wall area
 - d. Specifications and details of roofing material and roof sheathing that would comply with a two- (2-) foot minimum fire separation distance

Deliverables:

EACH OF THE SIX (6) PLAN SETS WILL INCLUDE:

- PDF format plan set
- Jurisdictional-specific cover sheet
- Generic site plan with fillable information; no grading, stormwater, or utilities information five (5) feet beyond unit

- Floor plan
- Reverse floor plan
- Foundation plans – slab on grade only
- Floor framing plans
- Roof plan
- Roof framing plan/truss plan and profiles
- Sections; as necessary, maximum of two (2) per unit
- External elevations; one (1) front, two (2) sides and one (1) rear as plan typical elevations
- Front exterior elevation options; two (2) optional front elevations per plan, with associated details
- Renderings of exterior; one (1) exterior elevation rendering per style for marketing publication provided as individual graphic files
- Recommended external and internal materials
- Architectural and structural details
- Mechanical, electrical, and plumbing plans; limited to line diagram electrical and mechanical, gas isometric only
- T24 Energy calculations (compliant for all building orientations)
- No fire sprinklers plans are to be provided other than designating the requirement for fire sprinklers as applicable
- CALGreen (Title 24/Part 11) requirements sheet
- One (1) plan review cycle is anticipated

Final Delivery Documents:

- 24 x 36 PDF file
- 11 x 17 PDF file (non-scalable)
- Color exterior renderings suitable for marketing and publication
- Illustrative floor plan for marketing and publication

Schedule:

- Eight (8) weeks of production time till initial submittal

Meeting:

- One (1) pre-submittal 90% set review meeting

MANAGE THE PROJECT

TASK A.7: PROJECT MANAGEMENT/ COORDINATION

The foundation of RRM's practice relies on expert and proactive project management. Successfully accomplishing each unique assignment within the needed timeframe and allocated budget is essential. RRM focuses on capturing a clear direction on final deliverables and end products at the beginning of a project, establishing a shared understanding of the project with the City and all team members. This provides an essential project "road map," RRM develops a critical path schedule, monitoring and updating it regularly throughout the process.

We make it a practice to provide regular status reports of project progress and closely coordinate with the City's project manager and key consultant team members. RRM views close project team collaboration as a key mechanism to ensure issues are well-vetted and fully addressed because better projects result from multiple perspectives. In addition, all product deliverables are reviewed internally for quality control purposes before the City submittal.

We have found it helpful to establish mutually agreeable, timely turnaround review times in managing a schedule. One helpful approach can be for the City to provide one redlined, marked-up version of comments from its staff so that all comments are reconciled and expedite the revision process. Early consultation with affected agencies and stakeholders is vital for a smooth and efficient process. These approaches reduce potential surprises that can add costs, cause delays, and dilute consensus. In addition, the performance of project managers is evaluated in several ways:

- Monthly review of compliance with project budgets by task by RRM management and principals. Our Deltek Vision project Management and accounting software also allow project managers and principals to track daily time entries and task budgets

- Ongoing oversight by the principal-in-charge regarding contract and schedule adherence as well as overall project progress
- Periodically, report cards are provided to clients to solicit feedback on the project manager and overall project performance
- Annually, project managers are evaluated on the quality of their performance
- Throughout the project process, client feedback is sought for both RRM project managers and contract personnel to ensure satisfaction and provide the opportunity for adjustment if needed

We take project management seriously and are committed to delivering on time and on budget.

RRM may need to coordinate and meet with City staff, various departments, and interest groups in addition to those specifically outlined in this scope. This will include information teleconferences, meetings, research correspondence, status reports, record keeping, project coordination, electronic file management, preparation for meetings, and all other coordination during the project.

Deliverables:

- *PDFs, project administration, and coordination as needed*
- *Conference calls and emails as needed*
- *Print sets for plan check submittal and resubmittal*

WORK PROGRAM ASSUMPTIONS

- Meeting notices. The City is responsible for printing and distributing physical meeting notices when needed. If requested, the costs of providing printing and/or distribution of meeting notices would be on a time and materials basis
- Meeting attendance. The project budget includes attendance at public meetings identified in the work program. The costs of additional meeting attendance would be on a time and materials basis if requested. In addition, meetings are assumed to be conducted using a virtual format
- Draft documents. A draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear direction
- Printing. This budget assumes the City will be responsible for printing and distributing documents
- Environmental review. The scope of work requested does not include environmental documentation or clearance pursuant to the California Environmental Quality Act. As such, environmental documentation and technical studies are not included in this work program. However, such documentation would be provided on a time and materials basis if requested
- All permit-ready ADU designs will be developed to use the 2022 CRC conventional construction code
- Any design revisions exceeding this assumption's constraints may require additional engineering and fee
- This proposal assumes the City will own and maintain the approved architect or engineer stamped originals, issue users unstamped copies, and require a hold harmless agreement to be signed by the end-user. The wording suggested similar to "By using these permit ready accessory dwelling unit construction documents, the user agrees to release, hold harmless, and indemnify the City, its elected officials and employees, and the architect or engineer who prepared these construction documents from any and all claims, liabilities, suits and demands on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, arising out of the use of these construction documents"



QUALITY CONTROL

Efficient, On Time, and Within Budget

RRM has 180 professionals, and together with our subconsultant, we can bring the horsepower to meet deadlines and expedite the process. Randy Russom, our project manager, has over 40 years of residential construction and design experience. He brings the expertise and understanding of how to efficiently manage our team, proactively steer the project through a city departmental engagement process, and a particular fondness for creating ADUs.

Commitment to Completion

The foundation of RRM Design Group's practice relies on expert and proactive project management. Successfully accomplishing each unique assignment within the needed timeframe and allocated budget is essential. At the beginning of a project, RRM focuses on capturing a clear direction on final deliverables and end products, establishing a shared understanding of the project with the City and all team members. This provides an important project "road map," RRM develops a critical path schedule, monitoring and updating it regularly throughout the process. We make it a practice to provide regular status reports of project progress and closely coordinate with the City's project manager and key consultant team members. RRM views close project team collaboration as a key mechanism to ensure issues are well-vetted and fully addressed because better projects result from multiple perspectives. In addition, all product deliverables are reviewed internally for quality control purposes before City submittal.

We have found it helpful to establish mutually agreeable, timely turnaround review times in managing a schedule. One helpful approach can be for the City to provide one redlined, marked-up version of comments from its staff so that all comments are reconciled, and the revision process is expedited. Early consultation with affected agencies and stakeholders is vital for a smooth and efficient process. These approaches reduce potential surprises that can add costs, cause delays, and dilute consensus. In addition, the performance of project managers is evaluated in several ways:

- Monthly review of compliance with project budgets by task by RRM management and principals. Our Deltak Vision project management and accounting software also allow project managers and principals to track daily time entries and task budgets
- Ongoing oversight by the principal-in-charge regarding contract and schedule adherence as well as overall project progress
- Periodically, report cards are provided to clients to solicit feedback on the project manager and overall project performance
- Annually, project managers are evaluated on the quality of their performance
- Throughout the project process, client feedback is sought for both RRM project managers and contract personnel to ensure satisfaction and provide the opportunity for adjustment if needed

We take project management seriously. We are committed to quality work, delivering on time and within budget!

RRM PROJECT
West Creek Residential Subdivision (Noveno)
Plan with an Accessory Dwelling Unit
San Luis Obispo, California

Section

4

CERTIFICATION OF PROPOSAL
Proposal for Design Services for Pre-Approved ADU Plans





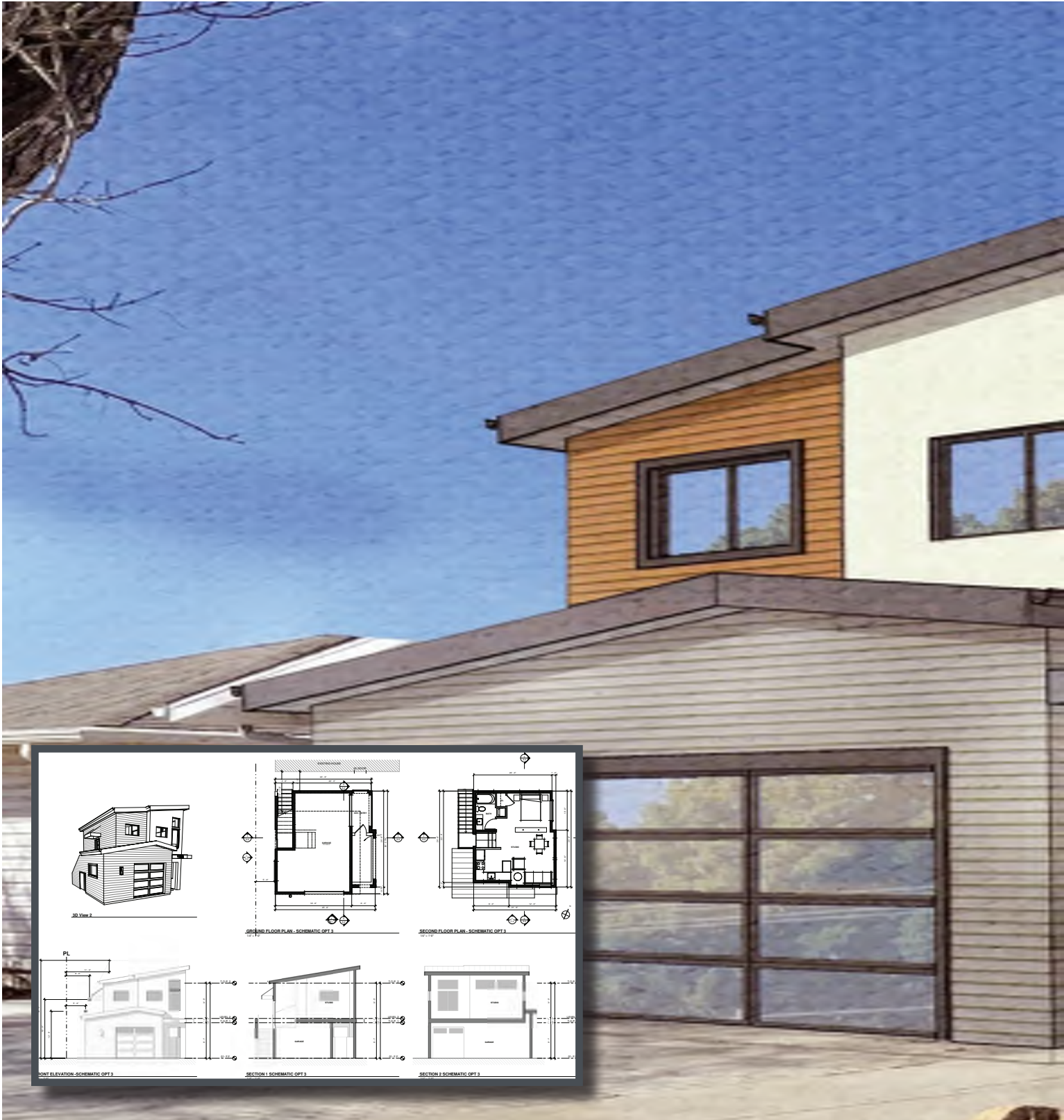
Photo Credit: Greater Coachella Valley Chamber

CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications (RFP), and to be bound by the terms and conditions of the RFP.



RRM PROJECT
Madonna Road ADU
San Luis Obispo, California



Section

5

COST PROPOSAL

Proposal for Design Services for Pre-Approved ADU Plans





COST PROPOSAL

RRM	SCOTT MARTIN	RRM	JAMI WILLIAMS	RRM	RANDY RUSSOM	RRM	JESSICA MEADOWS	RRM	CONNOR CHURCH	RRM	PLANNING STAFF	RRM	ARCH STAFF	RRM	ENG STAFF
	Principal/Design Director		Consulting Planning Principal		Architect / Project Manager		Structural Engineer		Project Architect		Plannign Production Staff		Architectural Production Staff		Engineering Production Staff
	220 \$ per hour		235 \$ per hour		220 \$ per hour		175 \$ per hour		145 \$ per hour		130 \$ per hour		120 \$ per hour		130 \$ per hour

ESTABLISH A STRONG FOUNDATION		FEE TYPE	ESTIMATED FEE
A.1	Project Initiation	NTE	\$ 1,200
A.2	Data Gathering and Document Reasearch	NTE	\$ 3,420
		Total:	\$ 4,620

2	\$440	0	\$0	2	\$440	1	\$175	1	\$145		\$0	0	\$0	0	\$0
1	\$220	2	\$470	2	\$440	0	\$0	2	\$290	8	\$1,040	8	\$960	0	\$0

ADU DESIGN		FEE TYPE	ESTIMATED FEE
A.3	Conceptual Plan Development	NTE	\$ 5,720
A.4	Preliminary Design (35%)	NTE	\$ 9,760
A.5	Schematic Design (60%)	NTE	\$ 14,920
		Value:	\$ 30,400

4	\$880	0	\$0	8	\$1,760		\$0	8	\$1,160	0	\$0	16	\$1,920	0	\$0
4	\$880	0	\$0	8	\$1,760	0	\$0	16	\$2,320	0	\$0	40	\$4,800	0	\$0
6	\$1,320	2	\$470	12	\$2,640	6	\$1,050	32	\$4,640	0	\$0	40	\$4,800	0	\$0

ADU CONSTRUCTION DOCUMENTS		FEE TYPE	ESTIMATED FEE
A.6	Document Preparation and Plan Review	NTE	\$ 64,560
		Value:	\$ 64,560

2	\$440	0	\$0	20	\$4,400	60	\$10,500	60	\$8,700	4	\$520	160	\$19,200	160	\$20,800
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MANAGE THE PROJECT		FEE TYPE	ESTIMATED FEE
A.7	Project Management/Coordination	T&M	\$ 8,570
		Value:	\$ 8,570

2	\$440	2	\$470	20	\$4,400	12	\$2,100	8	\$1,160	0	\$0	0	\$0	0	\$0
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Subtotal		\$ 108,150
Reimbursable Expenses		\$ 1,500
Estimated Project Total		\$ 109,650

Fee Footnote

Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates

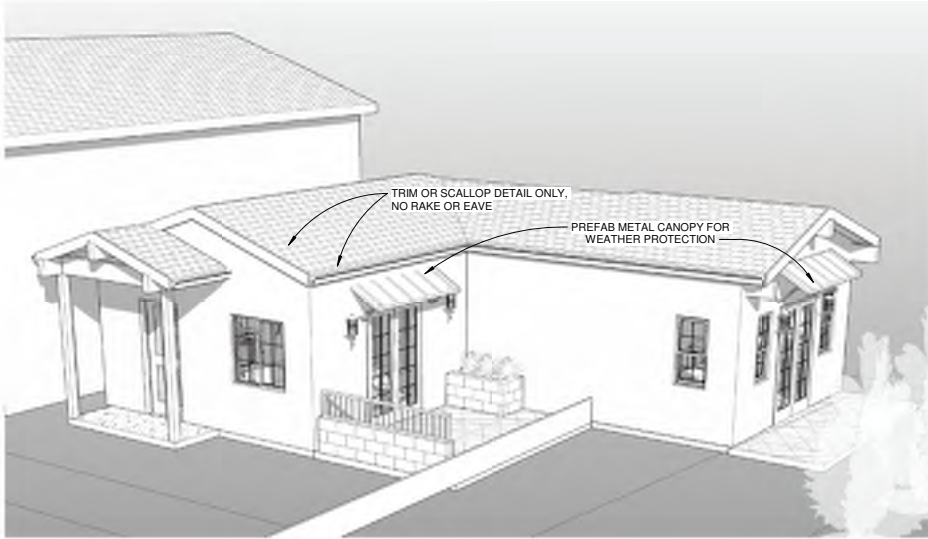
RRM reserves the right to adjust hourly rates on an annual basis.

RRM PROJECT
 2418 Calle Real Accessory Dwelling Unit
 Santa Barbara, California

Section

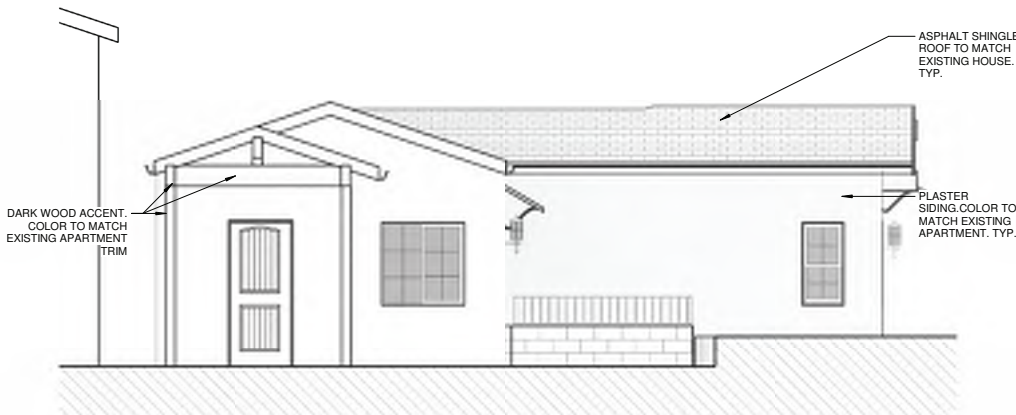
6

SCHEDULE
 Proposal for Design Services for Pre-Approved ADU Plans



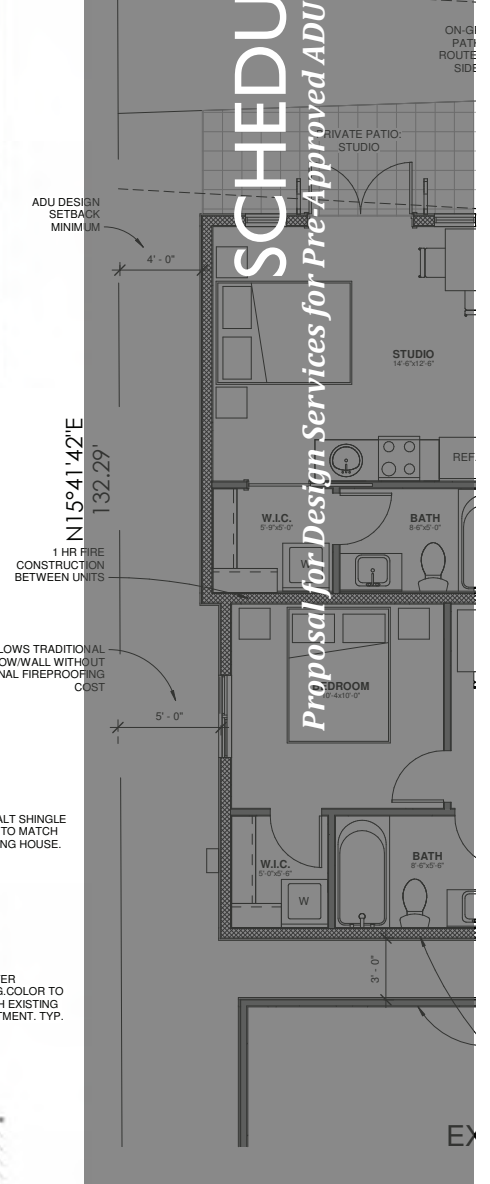
VIEW FROM HILLSIDE

AREAS CONDITIONED	
Comments	Area
1-BEDROOM GROUND FLOOR	488 SF
STUDIO GROUND FLOOR	291 SF
	779 SF
AREAS UNCONDITIONED	
FRONT PORCH	31 SF
PRIVATE PATIO : 1-BEDROOM	128 SF
PRIVATE PATIO : STUDIO	86 SF



FRONT ELEVATION SCHEMATIC

1/4" = 1'-0"



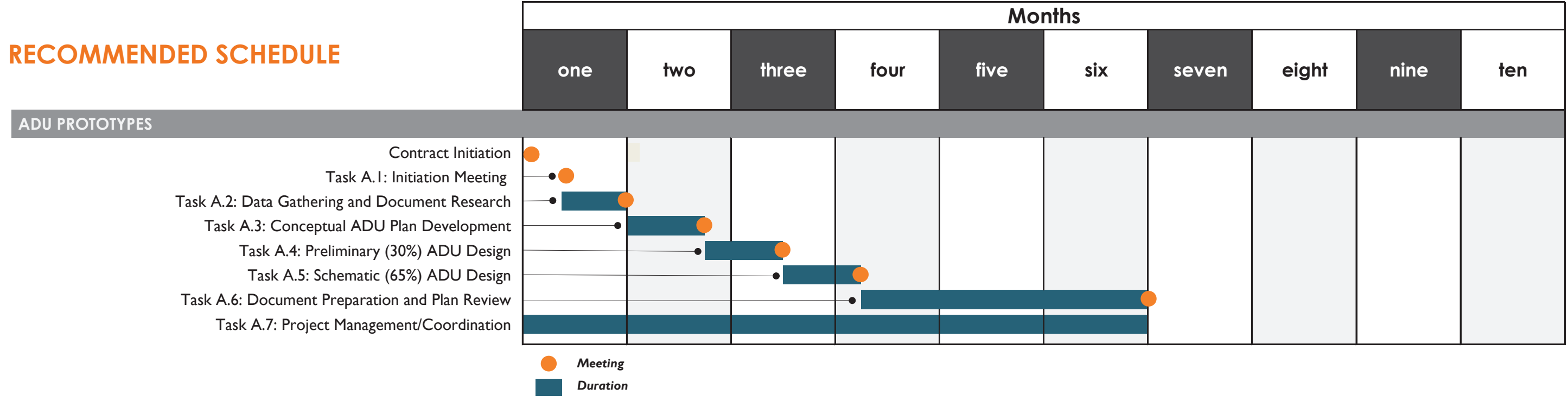
GROUND FLOOR PLAN - SCHEDULE

1/4" = 1'-0"

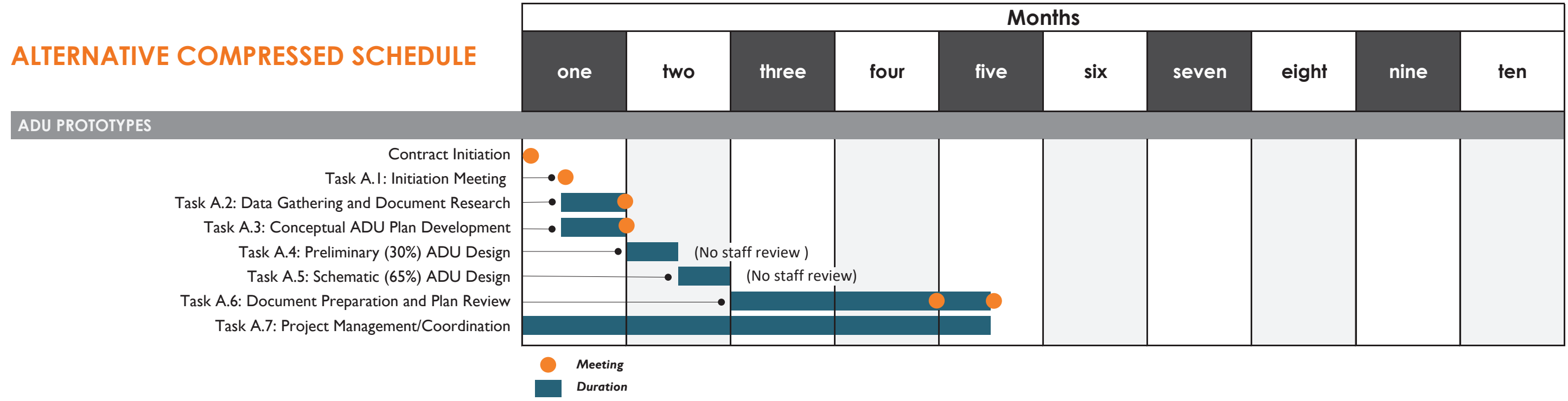


PROJECT SCHEDULE

RECOMMENDED SCHEDULE



ALTERNATIVE COMPRESSED SCHEDULE



RRM DESIGN GROUP
Headquarters
San Luis Obispo, California

Section

7



EXCEPTIONS TO SAMPLE AGREEMENT
Proposal for Design Services for Pre-Approved ADU Plans

EXCEPTIONS TO SAMPLE AGREEMENT

RRM Design Group is in substantial agreement with the City's proposed Scope of Services, requirements of the RFP, and Draft Professional Services Agreement; however we feel it would be of mutual benefit to discuss. Please read below for a detailed explanation for the proposed changes.

3.3.8 Standard of Care; Performance of Employees.

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California (hereinafter "standard of care"). Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant **warrants represents** that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them.

3.3.9.4 Laws and Regulations; Employee/Labor Certification. Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable **for all to the extent found to be caused by Consultant's** negligent violations of such laws and regulations in connection with the Services and this Agreement.

3.3.9.7 Air Quality. ~~Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement. Note: RRM has been advised that this is uninsurable.~~

3.3.10.2 Types of Insurance Required. (A) (1) limiting coverage for contractual liability **applicable to an "insured contract"**; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; **or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement. Note: This is overly broad; uninsurable. Copy of RRM's policy provided for review.**

(D) Professional Liability (Errors & Omissions):

Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall **specifically include coverage for Consultant's negligent acts, errors or omissions in arising from** all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

(E) Commercial General Liability: ~~(4) contain any other exclusions contrary to the terms or purposes of this Agreement.~~ For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. **Note: This is overly broad; uninsurable.** Consultant shall provide thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.

(F) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. **Consultant shall provide thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.**

(G) Professional Liability (Errors & Omissions): (2) Contractual Liability Exclusion Deleted: ~~This insurance shall include contractual liability applicable to this Agreement. Note: Not possible; professional service agreements are not considered an "insured contract"~~ The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend **the Named Insured.**

3.6 Indemnification. 3.6.1 To the fullest extent permitted by law, Consultant shall ~~defend (with counsel of City's choosing)~~, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all ~~claims, demands, causes of action~~, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, ~~in any manner to the extent found to be~~ arising out of, pertaining to, or incident to any ~~negligent~~ acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and ~~reimbursement of reasonable~~ attorney's fees and other related costs and expenses ~~tied directly to Consultant's determined percentage of fault as set forth in California Civil Code 2782.8 as it is written as of the date of this Agreement~~ except such loss or damage caused by the ~~sole~~ negligence or willful misconduct of the City.

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

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

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created

by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City. ~~Notwithstanding any provision to the contrary in this Agreement, Consultant shall not be restricted from disclosing any information that is reasonably necessary for Consultant to disclose:~~ (1) to Consultant's employees, subconsultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for Consultant to defend itself from any legal action or claim.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and ~~all costs of such action as part of prevailing party's total damages as determined by a court of competent jurisdiction.~~



rrm
design
group

THANK YOU





**CITY OF COACHELLA
53-990 ENTERPRISE WAY
COACHELLA CA 92236**

***CODE ENFORCEMENT ,
ANIMAL CONTROL, &
GRAFFITI***

QUARTERLY REPORT

Oct. 1, 2022 to Dec. 31, 2022

Prepared By:
Jessica Navarro

Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 10/01/2022 To 12/31/2022	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	144	99	45

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	3	2	1
10.08.060 - Working on parked vehicles	0	0	0
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	24	18	6
12.12.050 - Duty to maintain sidewalks.	1	0	1
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
12.42.030 - Unlawful camping.	5	4	1
12.42.040 - Storage of personal property on public property.	2	2	0
13.03.044 Wasting water prohibited.	1	0	1
13.03.208 - Access to water meter.	0	0	0
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	9	3	6
15.44.010 Building Numbering/Required	6	5	1
15.60.010 Building Permit Required	15	3	12
15.60.050 - Substandard buildings and housing.	0	0	0
15.66.010 Seismic Hazard Mitigation	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	1	1	0
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	8	7	1
17.54.010.(N)(3)	0	0	0
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	0	0	0
17.56.010(J)(2)(B) - Signs	0	0	0
17.58.010 - Home occupations	0	0	0
17.60.010 (F)(4) Accessory structures	0	0	0

17.60.010 (G) - Trailers Outside Camps	0	0	0
17.60.010 - Property development standards. (Fence)	1	1	0
17.60.010 Property Development Standards 9D)(3)(a) Yards	0	0	0
17.60.010(3)(e) Development Standards	1	0	1
17.74.010 (D)(3) Conditional Uses	0	0	0
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.040 - Prohibited activities declared a public nuisance.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.050 Penalties for Violations	0	0	0
2.08.060 (A) - Political sign regulations.	0	0	0
2.08.060 (B) - Political sign regulations	0	0	0
2.08.060 (C) - Political sign regulations	0	0	0
2.08.060 (D) - Political sign regulations	0	0	0
2.08.060 (E) - Political sign regulations	0	0	0
3.10.010 (D) (16) Visibility Hazard	0	0	0
3.10.010 (D) (27) Public Burning	0	0	0
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	0	0	0
3.10.010 (D)(12) Abandon or Vacated Building/Structure	0	0	0
3.10.010 (D)(13) Offensive Odors	1	0	1
3.10.010 (D)(15) Hazardous Substances and Waste	0	0	0
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	1	0	1
3.10.010 (D)(23)Public Nuisances/Safety Hazard	16	12	4
3.10.010 (D)(24) Disruptive Activities	8	5	3
3.10.010 (D)(25) Land Use Entitlements.	0	0	0
3.10.010 (D)(3) Weeds	1	1	0
3.10.010 (D)(31) Animal Manure	0	0	0
3.10.010 (D)(36) Signs	0	0	0
3.10.010 (D)(38) - Maintenance and abatement of nuisances.	0	0	0
3.10.010 (D)(4) - Trees and Shrubs	10	8	2
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	17	10	7
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disp[osal	0	0	0
3.10.010(D)(11)-Sewage.	1	1	0
3.10.010(D)(15)-Hazardous Substances and Waste.	0	0	0

3.10.010(D)(16)-Visibility Hazard.	1	0	1
3.10.010(D)(19)-Visual Blight	29	25	4
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0
3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	0	0	0
3.10.010(D)(30)Discharge of Sewage	1	1	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Signs.	0	0	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	1	0	1
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	19	18	1
3.10.010(D)(7) Occupied Vehicles	3	3	0
3.16.090 - Failure to comply with notice of violation.	14	4	10
5.80.100 - Operational requirements and performance standards established. (Short Term Rentals)	0	0	0
7.04.040 - Prohibited noise generally.	5	2	3
8.20.040(C)Dust Control requirements	0	0	0
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	1	0	1
8.48.030 (B)Graffiti Prohibited	2	2	0
8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	0	0	0
8.60.050 - Abandoned Property Maintenance requirements.	0	0	0
8.64.050 - Vacant Property Maintenance Requirements	0	0	0

Abandoned/Inoperable/Dismantled vehicle(s)	0	0	0
Business License Required	1	1	0
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	13	12	1
Illegal Dumping	3	3	0
Illegal, Nonconform. Building or Structure(s)	2	1	1
Manner of Parking /Parallel Parking	3	1	2
Manner of Parking/Angle Parking	0	0	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	0	0	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	0	0	0
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	8	5	3
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	0	0	0
Permit for Outdoor Advertising Signs	0	0	0
Prkg. Lot Striping/Handicap Markings	0	0	0
Prohibited Stopping, Standing or Parking/On a Crosswalk	1	0	1
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	0	0	0
Public Nuisances / Animals	4	2	2
Public Nuisances / Attractive Nuisances	1	0	1
Public Nuisances / Fire Hazard	1	1	0
Public Nuisances / Landscaping	8	5	3
Public Nuisances / Trees and Shrubs	1	1	0
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	0	0	0
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	0	0	0
Special Event/Sales Signs	0	0	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	8	7	1

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

UFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
UFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0
UFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	1	0	1
UFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	0	0	0
UFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	1	0	1
UFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
UFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
UFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	0	0	0
UFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	7	4	3
Totals	273	182	91

Commercial Center clean ups

Walmart	On-going
Smart & Final	On-going
Victory Liquor	On-going
Valle Verde Plaza	On-going
El Valle Auto	On-going
Family Dollar	On-going
Center for Employment Training	On-going
CVS Pharmacy	On-going
Auto Zone	Compliance

Code Enforcement:

Graffiti Department Quarterly Report

October 1, 2022 to December 31, 2022

Gallons Used	60 Gal.
Gallons Purchased	416 Gal.
Cover ups	358
Pressure Washing Sq. ft.	5,050 sq ft



TO: Gabriel D. Martin, City Manager

FROM: Cástulo R. Estrada, Utilities Manager

DATE: January 19, 2023

SUBJECT: Utilities Quarterly Activity Report October, November, December 2022

Coachella Water Authority:

The Utilities Department Water Authority Division provides water pumping, treatment, and distribution services to more than 8,058 service connections citywide that include residential, commercial, and industrial users. The City has three (3) Storage Reservoirs of more than 10 million gallons of capacity with six (6) operating wells that provides more than 8,000 acre-feet of annual water production. This division is responsible for a variety of tasks including meter reading, repairs, pumping, production, treatment, main and distribution repairs, water quality complaints, service connections/disconnections, and capital improvements along with other assigned duties.

Coachella Water Authority Production and Distribution Highlights	
<i>Description</i>	<i>Value</i>
Total -Water Production (Oct to Dec) (Million Gallons)	541.1
Chlorine Consumption (Gallons)	2453
Water Quality complaints	0
Monthly Samples Collected	162
Valves Exercised	41
Valves Repaired/Replaced	0
Underground Service Alerts	32
Hydrants Flushed/Serviced	25
Standby Service Calls	26
Water Service Leaks	20
Main Leaks	0
Customer Service Calls	
Office work orders	380
Non-Reads	5564
Meter Replacements – large meters 1 inch to 4 inch	23
Hydrants replacements	4
Turn-Off	N/A
Turn-On	N/A
Delinquency Turn Off	0
State DDW Monthly Report Submitted	Yes
Well Depths Monitored - 9/30/2022	
Well No. 10 Depth (feet,) SWL	31. ft.
Well No. 11 Depth (feet,) SWL	78.4 ft.
Well No. 12 Depth (feet,) SWL	65.8 ft.
Well No. 16 Depth (feet,)	-
Well No. 17 Depth (feet,) PWL	105.7 ft.
Well No. 18 Depth (feet, bgs) SWL	70.56 ft.
Well No. 19 Depth (feet, bgs) PWL	132.57
Annual Production	
2021 Annual (MG)	2351.86

Coachella Sanitary District:

The Utilities Department, Sanitary Division, provides for all the collection, treatment, and disposal of residential, commercial, and industrial wastewater for the more than 9,000 service connections within the City and more than 400,000 lineal feet of sewer collection system (90miles) 4-inches to 54-inches, Two (2) sewage pump stations, and over 1,600 manholes.

For the **Second Quarter of October, November, & December 2022**, almost 266.933 MG of wastewater was received at the wastewater plant or average daily flow of 2.901 MGD. The Plant treated a total of 223.50 MG. A total of 244 samples were collected at the Plant for monitoring.

Water Reclamation Facility – 87075 Avenue 54th	
<u>Description</u>	<u>Value</u>
Total Influent per month (MG)	88.97
Influent Ave. Daily Flow (MGD)	2.901
Total Effluent per month (MG)	74.5
Effluent Ave. Daily Flow (MGD)	2.429
Plant Permitted Capacity (MGD)	4.5
Operational Upsets	None
Permit Violations	None
Hypochlorite consumption (Gallon)	15,000
Sodium Bisulfite consumption (Gallon)	5,000
Odor complaints	0
Samples collected this quarter (Plant)-	295
State Report completed/submitted	Yes

Collection System & Pump Stations Highlights	
<u>Description</u>	<u>Value</u>
Underground Service Alert	273
Collection System Cleaning (feet)	68,836
Manhole Inspection/Cleaning	107
Collection System Spills	1
Collection System Blockages	1
Stand-By Calls	9
Collection System CCTV Inspection (feet)	6,400
Samples Collected (Field)	None
Pump Station Alarms	1
Wet Well Cleaning	1
Wet Well Inspections	46

Coachella Water Grant Rebate Programs

- Turf Program- Funds have been exhausted; upcoming new funding soon.
- **Rebates pending/processed/completed**
 - 5 turf project applications received; 2 complete and 3 pending.
 - No toilet applications received.
 - No smart controller applications received.

ENGINEERING:

Capital Improvement Projects

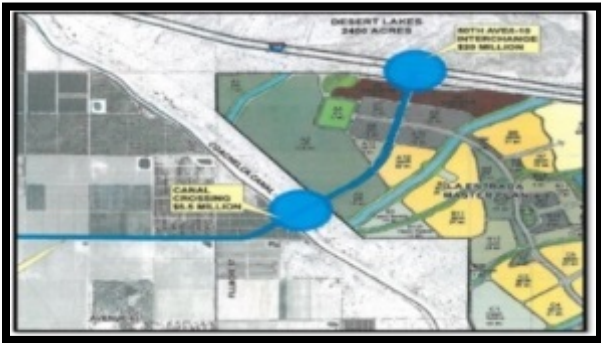
October 2022-December 2022

ST-67 Ave 50/I-10 Interchange

100% complete plans were reviewed by CalTrans. The City’s consultant made the required revisions and is working with the appropriate utility companies to complete the engineering work. Offer letters have been provided to property owners on the north and south side of Interstate 10. Project meetings continue with CalTrans Management to review the Interchange Grading and finalize plans for construction.

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

Environmental document was approved and finalized in February 2019. Final authorization for reimbursement for design phase of the project has been approved by CVAG and City Council. Project meeting with CalTrans to review technical studies on the project continues. Request for Authorization has been submitted to Caltrans HBP. Angenius has submitted 65% plans and specifications for comment and review.



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

Professional agreement with KOA Corporation has been approved by City Council on 10/9/2019 for Final Construction PS&E. City Staff coordinating with KOA to complete design PS&E. KOA has submitted 90% design PS&E for review.

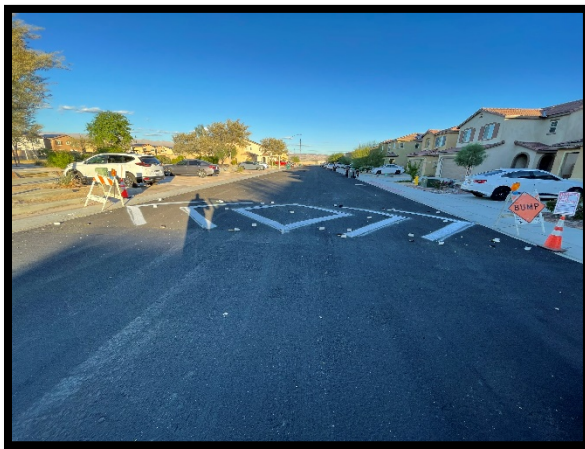


ST-98 Avenue 50 Extension PS&E (All American Canal to I-10 Interchange)

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

ST-105 Street Rehab and Slurry

Construction contract was awarded to PMI on September 14, 2022. Project crack sealed and applied slurry to the Vista Escondida/Escondida Pointe Neighborhood. Project also constructed speed bumps throughout neighborhood. Project was completed in November 2022.



ST-109 Dillon Road Bridge Interstate I-10 Interchange & SR 86 Interchange

CalTrans bridge inspections on behalf of FHWA, weight limit restrictions were implemented on the existing bridge. Due to the scour critical condition of the bridge, a Plan of Action was filed with FHWA. An application for the current round of the federal Build Grant funding has been submitted.



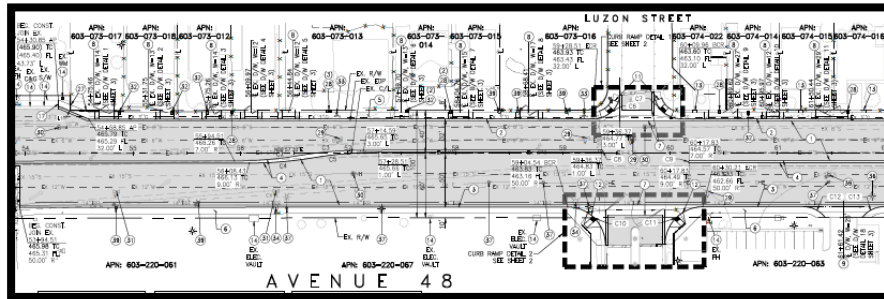
ST-130 Pueblo Viejo Sustainable Transportation Project

The project will add over two miles of class II bikeways, pedestrian and landscaping improvements in the Pueblo Viejo downtown area. The project was awarded to Desert Concepts on January 26, 2022. Construction is currently in progress and 75% complete.



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

Environmental documents have been completed and final design for Plans, Specifications and Engineer’s Estimates are being made. The project will add two lanes east bound and one lane west bound with bicycle and pedestrian facilities as well. Riverside County is lead agency on this project.



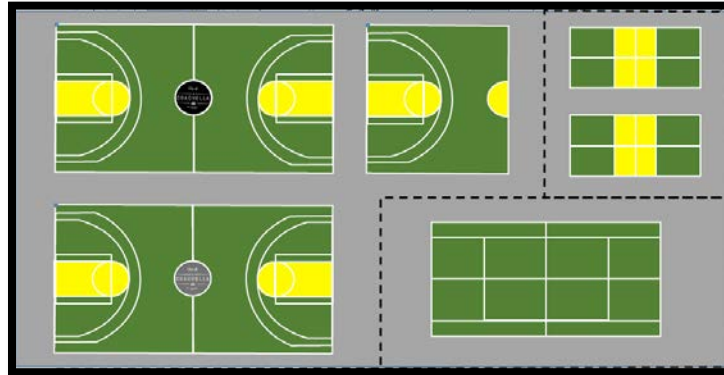
ST-134 2022 Pedestrian Safety Improvement Project

Project will increase pedestrian safety in various locations throughout the City. Construction Contract was awarded to Jacobsson Engineering. Construction has started and is scheduled to be completed by Spring 2023.



P-21 Bagdouma Park Basketball Court Replacement Project

Project will replace existing basketball courts at Bagdouma Park with basketball courts, tennis court and pickle ball courts. Construction contract with Three Peaks Corp was awarded on 9/14/22. Construction will commence shortly.



F-7 Fire Station #79

The Project will rehabilitate the Fire Station on Sixth Street to add separate men’s and women’s showers, bedrooms for staff, apparatus bay, generator upgrade, and electrical system upgrade. A construction contract has been awarded to Dalke and Sons Construction. Construction started in November 2022. Exterior and interior demolition and abatement have been completed. Plumbing and foundation work continues.



Private Development Projects

Mariposa Pointe D.R. Horton:

Model homes have been completed. Phase 1-3 currently under construction. Off-site improvements continue to be constructed. City Staff continues to inspect.



Sevilla Pulte Homes:

Phases 1-6 are complete. Phases 7-9 are currently under construction. City Staff continues to inspect.



Bellissima Pulte Homes:

Phases 1-2 are currently under construction. On-site curb and gutter and street base improvements have been completed. Off-site street improvements continue to be constructed. City Staff continues to inspect.



City of Coachella Development Status Report January 2023



Prepared By:
Development Services Department
Gabriel Perez, Development Services Director
Adrian Moreno, Associate Planner
Eva Lara, Planning Technician

Coachella Permit Center
53-990 Enterprise Way
Coachella, CA 92236
(760) 398-3102 Fax (760) 398-5421
www.coachella.org

*Cannabis-related businesses/developments are identified in green text.

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	<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
	AR EA	14-02 14-03	<u>Double Date Packing Facility</u> Construct new 35,500 sq. ft. date packing facility	86301 Industrial Way APN 763-131-061	Steven Gilfenbain 9777 Wilshire Blvd., #900 Beverly Hills, CA. 90212 (310) 651-2591	PC approved 12/17/14 1 st Phase Complete
	AR	16-04	<u>Truck Storage</u> To develop a vehicle storage yard in the M-S Zone on 3.10 acres.	49-640 Oates Lane	Julia Molinar P.O. Box 3091 Indio, CA. 92201 (760) 578-2108	PC Approved 4/20/16 1 st Phase Complete (Off-site improvements pending)
	AR TPM CZ EA CUP DA	16-19 37209 16-03 16-06 290	<u>Date Palm Business Park</u> To subdivide 80 acres into a multi-tenant industrial park.	East of Harrison Street, North and South of Avenue 49	Wesley Ahlgren Sundate/Anthony Vineyards P O Box 9578 Bakersfield CA 93389-9578 (760)406-4060	PC Approved 10/18/17 CC Approved 12/13/17 PC Approved (DA) 12/20/18 CC Approved (DA) 1/17/18 CC - 1 st Final Map 9/14/20
	AR DA	17-07	<u>Glenroy Resort - Project A</u> To construct a 76-unit Bungalow-Style Hotel with 160,656 sq. ft. on 24.43 acres in the CG zone.	SE Corner of Avenue 48 and Van Buren Street	Glenroy Coachella, LLC 1801 S. La Cienega Blvd. Los Angeles CA 90035 (310) 207-6990	PC Approved 6/7/17 CC Approved (DA) 10/11/17 (Ord 1110) Construction Stalled
	AR CZ VAR	17-12 17-02 17-06	<u>Coachella Village</u> To construct a new 242-unit multifamily residential project on 9.69 acres	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 11/15/17 CC Approved 1/17/18 Plans Approved and ready for permit issuance
	AR	18-05	<u>Coachella Village - Phase #2</u> To construct a new 110-unit multifamily residential gated community on 4.51 acres of vacant land.	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 10/17/18 Expired Plans Approved
	AR	18-10 (Admin)	<u>Golden State Energy Services</u> Construct new electrical substation	NE Corner Polk St. and Industrial Way	Golden State Energy Services 3421 Gato Ct. Riverside CA 92507 (951) 906-9865	Plans Approved

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	AR	18-11	<u>Pueblo Viejo Plaza</u> Construct new 6,900 sq. ft. commercial center with two restaurants and retail suite.	Northwest corner of 9 th St. and Grapefruit Blvd.	Pedro Padilla 49305 Grapefruit Blvd Coachella, CA. 92236 (760) 972-2441	PC Approved 4/17/19 Expired
	AR	19-01	<u>Oraway Engineering</u> To construct a new 825 sq. ft. office and contractor yard on 2.89 acres.	54-101 Enterprise Way	Armando Bravo 83-850 Corte Solis Coachella, CA. 92236 (760) 791-4383	PC Approved 4/17/19 Under Construction
	AR	19-02	<u>Guardado Commercial Center</u> To construct a new 22,300 sq. ft. multi-tenant retail/office complex on 1 acre	Southeast Corner of Valley Rd. and Cesar Chavez Street	Jual Carlos Guardado 82204 Hwy 111 Ste A Indio, CA. 92201 (760) 578-3669	PC Approved 8/7/19 1 yr time ext PC approved on 11/3/21 to 8/7/22 2nd 1 yr time ext PC approved on 10/26/22 to 8/7/22 In Plan Check
	AR	19-03 (Admin)	<u>Vista Escondida – Phase 3</u> Review of 3 production home models ranging in size from 1,378 sq. ft. to 1,874 sq. ft.	North side of Avenue 54 east of Cesar Chavez Street (Tract 32264)	Mario Alberto Ornelas 2280 Wardlow Circle Ste 100 Corona CA 92880	Approved 8/27/19 Complete
	AR CZ	19-06 19-01	<u>Villa Verde Apartments</u> To construct 152 multifamily apartments on 9.25 acres of vacant land.	84-824 Calle Verde (SW Corner of Calle Techa & Calle Verde)	Villa Verde I., LP 1149 S. Hill St Suite 700 Los Angeles CA 90015 (213) 255-2815	Director Approved 2/20/20
	AR	19-08	<u>Pueblo Viejo Villas</u> To construct of new 3-story mixed use building with 105 dwelling units and 3,000 sq. ft. of commercial and Transit Hub (Related to CZ 17-03)	NE Corner of Cesar Chavez Street, and 6 th St	Dave Davis Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (619)987-7780	PC Approved 1/15/20 Complete

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AR TPM	19-10 37833	<u>CV Apartments (renamed Placita Dolores Huerta)</u> To demolish 50 dwellings and construct 110 new multifamily apartments with community building, in two phases with a lot split subdivision.	84-900 Bagdad Avenue	Vincent Nicholas Community Housing Opportunities 5030 Business Center Drive Suite Fairfield CA 94534 (707)759-6043 ext. 112	PC Approved 2/5/20 CC Approved 3/11/20 Final Map Recorded Under Construction
AR	19-11 (Admin)	<u>Valencia by Pulte Homes</u> Review of 3 production home models ranging in size from 1,959 sq. ft. to 2,824 sq. ft.	East side of Van Buren Street south of Avenue 50 (Tract 31698)	Cole Theel Pulte Homes 27-401 Los Altos Mission Viejo CA 92691	Director Approved 2/14/20 Completed
AR	20-05 (Admin)	<u>New SFR Home</u> Construct new 1,775 sq. ft. 4 bedroom, 2 bath homes with attached garage	52878 Calle Camacho	Juan Carlos Lopez 52443 Calle Avila Coachella CA 92236 (760)619-8680	Director Approved 8/13/20
AR	20-10 (Admin)	<u>Meza Storage Shed</u> Construct new 6,000 sq. ft. storage shed on the site of a wholesale palm tree nursery.	Southeast Corner of Vista Del Sur and Tyler Street	Nicolas Meza 50580 Calle Mendoza Coachella CA 92236 (760)541-9034	Director Approved 2/10/21 Expired 2/10/22
AR	21-01 (Admin)	<u>Nova Homes DBA Inland Builders</u> Review of three (3) production homes for final phase of Rancho Mariposa	NW Corner of Ave. 50 and Frederick Street	Nicolas Meza 50580 Calle Mendoza Coachella CA 92236 (760)541-9034	Pending
AR	21-02 (Admin)	<u>Cathron Residence</u> Construct new 1,659 sq. ft. single family residence with attached garage.	84-499 Calle Cathron	Gabriel Gonzalez 43-738 Commanche St Indio CA 92201 (760)574-0601	Under Construction
AR	21-04	<u>Ocean Mist</u> Proposed 3.99	86709 and 86790 Ave	Christopher Drew	Admin. Approval 8/18/21

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			acre outdoor box storage	52	52300 Enterprise Way Coachella, CA 92236	
	AR	21-06	<u>29 Palms Band of Mission Indians Temporary Event</u> Parking Proposed event parking on 26 acres.	Portion of Planning Area 1 of the Shadow View Specific Plan (APN 603-102-021, 603-110-016, 603-102-029, 603-102-037, 603-102-003, 603-102-002)	Twenty Nine Palms Band of Mission Indians 46-200 Harrison Place Coachella, CA 92236	Pending Application deemed incomplete
	CZ EA	20-07 20-04	<u>B-4 Ranch Change of Zone</u> City-Initiated Change of Zone for 5 th Cycle Housing Element	North side of Ave. 52, east and west of Education Way	City of Coachella 53-990 Enterprise Way Coachella, CA 92236 (760) 398-3502	PC Recommended Approval 05-05-21 CC approved 6/9/21
	CUP AR	254 (Mod) 12-07	<u>Gateway AM/PM Project</u> Construct carwash, drive-thru restaurant modification	Southwest corner of Ave. 48 and Grapefruit Blvd.	The Chandi Group USA P.O. Box 2817 Indio, CA. 92202 (760) 396-9260	PC approved 10/21/15 Complete
	CUP EA DA	265 15-07	<u>Cultivation Technologies</u> To develop a 111,000 sq. ft. multi-tenant medical cannabis cultivation facility.	84-811 Avenue 48	Michael Meade Desert Rock Development 72100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 7/6/16 CC Approved (DA) 7-27-16 PC Approved Mod.-12/19/19 <u>Project Re-Entitled as:</u> Desert Research Park #4
	CUP AR TTM TPM EA	266 16-03 37040 37083 16-01	<u>Coachella Vineyards Luxury RV Park</u> To develop a 185-Lot RV Park and subdivision on 29.41 acres of vacant land	NE Corner of Tyler Street and Vista Del Norte	Patty Nugent Coachella Vineyards Luxury RV Park, LLC 45-920 Meritage Lane Coachella, CA. 92236 (760) 289-5279	PC Approved 7/18/18 CC Approved 9/26/18 PM Approved 4/10/19 Reso-2019-23 1 Yr. Ext 9/26/21 (TTM 37083) AB 1561 Extends TTM to 3/26/23

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						<i>1 Yr. Ext to be considered by PC 1/18/23 to extend to 3/26/24</i>
	CUP CUP AR TTM EA	267 268 16-05 37088 16-02	<u>Ravella</u> - To develop 20 acres Planned Development with a service station on 5 acres of Neighborhood Commercial center, and 115 residences on 15 acres.	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 th St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 6/15/16 CC Approved 7/13/16
	CUP	268 (Mod.)	<u>Borrego Health</u> To modify the Ravella/Tower Energy Planned Development to allow a new 40,919 sq. ft., 2-story, medical clinic with 294 parking spaces on approx. 4 acres in Tract 37088-1	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 th St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 4/17/19 Building Construction Complete
	CUP AR	275 16-14	<u>Mosque & Assembly Hall</u> To construct a new 20,260 square foot mosque to be built in two phases.	84-650 Avenue 49	<u>Shakil Patel</u> 25982 Hinkle St Loma Linda CA 92354 (909)796-0300	PC Approved 12-21-16 Grading Permit Issued
	CUP AR EA	276 16-18 16-05	<u>Coachella Warehouses</u> To construct a 255,800 sq. ft. multi-tenant medical cannabis cultivation facility	84-851 Avenue 48	<u>Kevin Stumm</u> PCC Industrial/Commercial 760 Garden View Court, Suite 200 Encinitas, CA 92024 (760)452-8075	PC Approved 12/21/16 CC Approved 02/08/17 Phase 1 Complete
	CUP AR VAR	278 17-02 17-03	<u>Kismet Organic</u> To construct a phased 77,400 sq. ft. medical cannabis cultivation facility.	48-050 Harrison Street	<u>Ed Sapigao</u> 5151 California Ave Ste 100 Irvine CA 92617 (949)280-4782	PC Approved 7/19/17 CC (Appeal) Approved 9/27/17
	CUP	284	<u>Mobilitie Mono-Pole</u>	SEC of Ave 52 & Tyler	Robert Lewis	PC Approved 12/21/17

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	CUP CUP	285 286	To install 3 new wireless communications poles in the street right-of-way	SWC Ave 50 & Harrison NWC Westerfield & Harrison	Mobilitie, LLC 2955 Red Hill Ave Ste 200 Costa Mesa CA 92626 (951) 212-5825	CUP 284 Withdrawn
	CZ CUP AR EA	17-01 279 17-03 17-01	<u>Coachella Green LLC</u> To construct a phased 833,829 sq. ft. medical cannabis industrial park.	86-601 Industrial Way	<u>Barry Walker</u> 1933 S. Broadway No. 806 Los Angeles CA 90007 (323) 997-9914	PC Approved 11/15/17 CC Approved 11/29/17 1 st 12-month time extension 11/29/2019 PC Approved 24 month retroactivetime extension 11/18/20 – Expired 11/29/21 Project under new Ownership
	CUP AR	289 17-11	<u>Coachella Brands</u> To construct a new 91,948 sf cannabis cultivation facility in the MW zone.	84-805 Ave. 48	<u>Richard O'Connor</u> 2 Curie Ct Rancho Mirage CA 92270 (760)409-6464	AR Approved 8/30/17 CUP Approved 11/1/17 Interim Use In Operation Amendment to the CUP submitted in April 2022.
	CUP AR TPM EA	280 17-04 37266 17-02	<u>Coachella Research Park #2</u> To develop an 833,829 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots, on 20 acres in the MW zone.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 In Plan Check
	CUP AR DA VAR	280 (Mod) 17-04 (Mod) 18-05	<u>Coachella RP #2 (Modified)</u> To allow two 3-story industrial buildings (98,520 sf) and four greenhouses (404,308 sf) for cannabis cultivation uses.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 11/28/18 CC Approved 2/13/19 Phase 1 Under Construction

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	CUP AR TPM EA	281 17-05 37265 17-03	<u>Coachella Research Park #1</u> To develop an 311,250 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots on 11.28 acres in the MW zone.	NE Corner of Ave. 48 and Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 Grading commenced
	CUP TPM EA	282 37333 17-04	<u>REI/ Ponte Hotel Project</u> To develop a 5.45 acre site with 2 hotels, drive-thru pad, and restaurant.	NE Corner of Vista Del Norte and Dillon Road	Claudio Ponte 726 W. Ventura Blvd Ste F Camarillo CA 93010 (805)383-0367	PC Approved 7/19/17 CC Approved 8/9/17 Final Map Recorded
	CUP CUP CZ	299 300 18-03	<u>HOTN/Sinsemilla Dispensary & Pub Project</u> Proposed 1,839 sq. ft. retail cannabis dispensary and 1,432 sq. ft. bar/pub	1694 6 th Street	Pedro Ordoñez 6 th Street Tap Room 45631 Capistrano St Indio CA 92201 (760)409-6169	PC Approved 3/20/19 CC Approved 5/8/19 Under Construction
	CUP	292	<u>Verizon Wireless</u> To install a new wireless communications pole at Bagdouma Park	Northeast corner of Frederick St and Ave 52	Bryce Novak 7711 Normal Ave La Mesa CA 91941	PC Approved 1/31/18 Complete
	CUP AR	293 17-14	<u>Coachella Herb Plantation</u> To construct a new 67,240 sf medical cannabis cultivation facility on 3.2 acres in the MW zone.	84-801 Ave 48	Marcelo Morales 84-801 Ave. 48 Coachella CA 92236 (760)699-1332	PC Approved 11/28/17 Time Extension to 11/28/19 Time Extension to 11/28/20 Interim Use Under Construction

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	CUP	294	<u>Chelsea Mixed Use Project</u> To establish “PD” land use regulations and development standards for TOD project (105 Apartments w/ 3,000 sf commercial and Transit Hub)	East side of Cesar Chavez Street, north of 6 th Street	Walter Heiberg Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (760)456-6000	PC Approved 12/21/17 CC Approved 11/29/18 Modification Approved 1/30/19 Complete.
	CUP AR VAR	297 18-01 18-01	<u>CoachellaGro Corp.</u> To construct a new 257,051 sf cannabis cultivation facility on 10.99 acres of vacant land in the M-W zone.	East side of Harrison Street, South of Ave. 48	CoachellaGro Corp. 3060 Saturn St #250 Brea CA 92821 (760)940-0100	PC Approved 6/6/18 <i>Time Extension to 6/6/20</i>
	CZ CUP AR VAR	18-09 307 18-07 18-04	<u>Polk Cannabis Redevelopment Project</u> To construct a new 174,500 sf cannabis cultivation facility on 10 acres of land.	53-800 Polk St.	Peter Solomon 53-800 Polk St Coachella CA 92236 (760)895-2621	PC Approved 11/7/18 CC Approved 12/12/18 <i>Time Extension to March 18, 2021 related to litigation</i>
	CUP	301	<u>AT & T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Jackson Square SE Corner of Jackson St. and Ave. 48	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18 Under Construction
	CUP	302	<u>AT & T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Bagdouma Park 51-711 Douma St.	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18
	CUP AR EA TPM	313 18-13 18-06 37670	<u>Luxor Luxury RV Storage</u> To develop an indoor 123,940 sq. ft. indoor RV storage facility with repair and washing service, and caretaker unit	49-751 Oates Lane	Luxtor Limited, LLC 450 Kansas Street #104 Redlands CA 92373 (909)556-5848	PC Approved 3/6/19 CC Approved 7/10/19 Under Construction

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	CUP AR EA	308 18-08 18-03	<u>Red Moon RV Park</u> To develop a 78.3-acre RV Resort with 46 long-term rental spaces and 390 short-term rental spaces	44-790 Dillon Rd.	Jim Komick Red Moon Dev. & Construction 4320 Priceless View Dr. Gold Canyon AZ 85118 (480)947-9253	PC Approved 3/06/19 Under Construction
	CUP AR EA VAR	318 (Mod) 19-09 19-01 19-03	<u>NB Coachella Cannabis Cultivation Facility</u> To construct a new industrial greenhouse park for commercial cannabis cultivation uses on 49.97 acres of vacant land in the MS-IP Zone.	86-601 Industrial Way	NB Coachella Properties, Inc. 1650 Black Road Santa Maria CA 93458 c/o CV Engineers (760)360-4200	Pending Application On Hold
	CUP	319	<u>Botanero Mexicali- Alcohol Sales.</u> To allow beer and wine sales with 1121 sq. ft. snack bar.	51-704 Cesar Chavez St. Unit #3	Maria Carrera 51-704 Cesar Chavez St Unit #3 Coachella CA 92236 (760)574-5543	Application Withdrawn (Not Needed due to grandfathered ABC license)
	CUP VAR	320 20-01	<u>K.C. Vargas Tattoo Parlor</u> To allow an 800 sq. ft. tattoo parlor in the CG zone.	48-975 Grapefruit Boulevard, Suite #4	Kenny Coronel Vargas 31-180 Desert Palm Dr. Thousand Palms CA 92276 (442)400-1562	PC Approved 5/20/20 Business Open
	CUP CUP AR TPM	321 322 20-03 37940	<u>7-Eleven Service Station/ Retail Center.</u> To allow a 10,588 sq. ft. retail center with service station, drive-thru coffee /office buildings on 3 acres in the CG zone.	NE Corner of 1 st St. and Cesar Chavez St.	Mr. Francis Chu Coachella Retail Realty, LP 1401 Quail St. Suite #100 Newport Beach CA 92660 (949)752-2515	PC Approved 7/15/20 CC Approved 9/23/20 PC Approved AR 20-03 and TPM 37940 CUP 321 AR 20-03 Mod PC Approved 1/5/22 CC AR 20-03 TPM 37940 CC Mod Approval 1/26/22
	CUP	323	<u>The Foundation Delivery</u> To allow a 650 sq. ft. non-storefront retail cannabis (delivery only) microbusiness	51-544 Cesar Chavez St., Suite #J1	CHAD Enterprises, LLC 43-100 Palm Royale Dr. #1627 La Quinta, CA 92253 (760)799-3636	PC Approved 9/2/20 Now operating

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			in the CG zone.			
	EA CUP CUP CUP CZ AR TTM GPA	20-01 324 325 326 20-01 20-04 37921 20-01	<u>Coachella Airport Business Park.</u> To construct a 628,825 sq. ft. industrial center w/ Cannabis Cultivation, mini-storage, and service station on 42.69 acres in the MS-IP zone.	NW Corner of Airport Blvd and CA-86 Expressway	Empire Airport, LLC (Haagen Co.) 12302 Exposition Blvd. Los Angeles CA 90064 (310)820-1200	Under Review
	CUP EA AR	327 20-02 20-06	<u>Bejarano Project</u> To construct a new 172,61 sq. ft. cannabis cultivation facility on 9.98 acres in the MW zone.	48-100 Harrison Street	David E. Argudo 15835 E. Main St. La Puente CA 91744 (415)640-4420	PC Approved 11/18/20 Expired
	CUP CZ AR	328 20-02 20-08	<u>Cairo Casitas Project</u> To construct new 8-unit apartments project and remodel existing commercial building on 0.498 acres in the CG zone.	51-704 Cesar Chavez St.	Tomer Tzadok 23679 Calabasas Rd. #280 Calabasas CA 91302 (310) 751-4125	PC Approved 9/2/20
	CUP CUP	334 293 (Mod.)	<u>Coachella Greenery</u> To allow a 1,100 sq. ft. retail cannabis business in an existing industrial building on 3.2 acres in the M-W zone.	84-801 Avenue 48	Diana Palacios 83614 Eagle Avenue Coachella CA 92236 (760)50-14878	PC Approved 3/17/21 Business Open
	CUP	335	<u>Kismet Organic Non-Storefront Retail Cannabis</u> To allow a 225 sq. ft. non-storefront retail cannabis business in the MW zone.	48-050 Harrison St. #2	Mr. Kyle Friend 9 Cushing Irvine CA 92617	PC Approved 11/18/20
	CUP	336	<u>Pueblo Cannabis</u>	85-591 Grapefruit Blvd	Armando Lerma	PC Approved 8/4/21

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	CZ	20-08	To allow a 1,500 sq. ft. retail cannabis dispensary in an existing building on 0.30 acres of land in the CG-RC zone.		83-983 Fiesta Road Coachella, CA 92236	CC Approved 5/26/21- CUP CC Approved 6/9/21 – CZ Time Extension for CUP Approved by PC 6-15-22
	CUP CZ VAR	337 21-01 21-01	<u>Coachella Releaf Dispensary</u> Proposed 3,800 sq. ft. retail cannabis microbusiness in the MS-IP zone.	86-705 Avenue 54 Ste H	Adriana Gonzalez 84-095 Tera Vista Coachella CA 92236	PC Approved 4/7/21 CC Approved CUP 337 and Variance 21-01 on 8/25/21 9/8/21 Change of Zone adopted Business is open.
	CUP VAR	338 21-02	<u>Coachella Paradise Convenience Store</u> New 2,500 sq. ft. convenience store with off-sale general liquor sales.	50-233 Cesar Chavez St.	Mr. Nesrin Steih 6988 Cantera Way Fontana, CA 92336 (909)728-0379	PC Denied 6/16/21 CC Denied Appeal 7/14/21
	CUP VAR	340 21-03	<u>Best Friends Farms</u> Proposed 1,200 sq. fdt. Non-Storefront Retail Cannabis	84-705 Ave 50, Suite #4	Craig Guggolz 69-822 Via del Sur Cathedral City, CA 92234	PC Approved 6/16/21 (Res. 21-13)
	CUP	344	<u>Meza Interim Outdoor Cannabis Cultivation</u> 24 hoop houses coveraing 1.1 acres for the interim outdoor cultivation of cannabis located on a 5 acre parcel	86099 Tyler Street	Nicolas Meza/CSC Growers 50580 Calle Mendoza Coachella, CA 92236 csccoachella@yahoo.com	PC Approved 10/16/21
	CUP	345	<u>CVG Interim Outdoor Cannabis Cultivation</u> 11 acres of proposed outdoor cannabis cultivation in hoop houses.	50501 Fillmore Street	Wyatt Nelson 2323 Bonfield Ct, Camarillo, CA (805)910-8587	PC approved 1/20/22
	CUP CZ VAR	342 21-03 21-04	<u>American Desert LLC Multi-tenant Microbusiness Project</u> conversion of an existing 18,960 square foot multi-tenant (12 units) industrial	86695 Avenue 54	American Desert LLC 15303 Arrow Blvd Fontana, CA 92335 (213) 81603214	PC approved 10/20/21 CC approved 11/10/21

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			building for cannabis business uses on a 1.29 acre parcel			
	TMM EA CUP CZ GPA	32263 05-11 207 05-04 07-04	322 SF Units Subdivision 64.64 acres See AR 05-21 Nickel creek	Ave 44, West of Dillon	Coachella-Nickel Creek LLC 5744 Canyon Road Amarillo, TX. 79109	PC approved 9/5/07 CC approved 9/12/07 SB1185 Ext to 9/12/10 AB333 Ext to 9/12/12 AB208 Ext to 9/12/14 AB116 Ext. to 9/12/16 1 Yr. Ext. to 9/12/17 1 Yr. Ext. to 9/12/18 Statutory Ext. to 9/12/21
	TMM AR EA CUP CZ GPA Annex	35523 07-13 07-16 231 07-08 07-05 60	<u>Villa Palmeras</u> 111 Single Family attached & detached residential 11.58 acres	South side of Ave 50 between Jackson St & Calhoun St	DSE Turco, L.P. Attn: Scott Carino 8910 University Center Ln Suite 690 San Diego CA 92122 (858) 458-3432 (858) 458-3412 FAX	PC approved 1/16/08 CC approved 5/28/08 TTM Expired 5/28/19
	SP GPA CZ EA TPM	14-01 14-01 14-01 14-04 36872	<u>Vista del Agua Specific Plan</u> 280-acre subdivision with single-family residential, multi-family residential and commercial development.	S of Vista del Sur N of Ave. 48, E of Tyler St., W of Polk Street	James Kozak Strategic Land Partners, LP 12671 High Bluff Dr., Suite 150 San Diego, Ca. 92130 (858) 699-7440	PC Workshop 3/20/19 PC Approved 6/19/19 CC Approved 5/13/20
	TPM VAR	37758 21-05	<u>Cervantes Lot Split</u> Subdivision of 10 acres into 2 lots	50800 Van Buren St	Greg Cervantes 82265 Padova Dr. Indio, CA 92203	PC Approved 7-21-21 CC Approved 8-25-21 Final Map approved
	TMM AR VAR EA	38084 21-03 21-04 21-01	<u>Pulte Coachella Subdivision</u> <u>"Sevilla"</u> Subdivide 26.8 acres of vacant land into 107 SFR lots.	Northside of Ave 51, 500 East of Van Buren St. (APN 768-050-002)	Daniel Wozniak Pulte Homes Company LLC 27401 Los Altos St 400 Mission Viejo, CA 92691	PC Approved 5/19/21 CC Approved 6/23/21 Under Construction

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	TTM	31978	<u>Bellssima Subdivision</u> Subdivide 38 acres into 160 single family lots	Southeast corner of Avenue 53 and Fredrick Street	Brighton Properties, LLC (original TTM applicant)	PC Approved CC Approved 5/20/06 <i>1 Yr. Ext. to 8/24/18 (Reso 2017-53)</i> <i>1 Yr Ext. to 8/24/19</i> <i>1 Yr Ext. to 8/24/20</i> <i>AB 1561 Ext. to 2/24/2022</i> <i>Grading Commenced in April 2022</i> <i>Under Construction</i>
	TPM AR CUP	38218 21-07 354	<u>JJWR Holdings, LLC</u> construction of two 25,750 sq. ft. industrial building to create up to 32 warehouse condos and 8 office condos	53-457 and 53-459 Enterprise Way	JJWR, LLC 440 Santa Lucia Drive Hemet, CA 92543	PC Approved 5/18/22 CC Approved 6/8/22
	VAR	18-02	<u>Desert Research Park #1</u> To exceed height limit for 3 new industrial buildings.	NE Corner of Ave. 48 and Harrison St.	Michael Meade Desert Rock Development 72-100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 4/18/18 Plans Approved
	AR	21-09	<u>Coachella 155</u> Proposed construction 155, 1 and 2-story residences within Tract 32074	SEC of Calhoun Street and 50 th Avenue	D.R. Horton Mario Ornelas 2280 Wardlow Circle #100 Corona, CA 92880 (951)739-5481	Admin. Approval 1/5/22 Under Construction
	AR	21-15	<u>Bellissima</u> proposed construction of 111 single family residences in an unfinished Tract 31978	East of Fredrick Street between Avenue 53 and 54.	Pulte Home Company, LLC 27401 Los Altos, Suite 400 Mission Viejo, CA 92691 (760)775-1806	Admin Approval 4/5/22 Under Construction
	CUP CUP AR	346 347 21-12	<u>Fountainhead Plaza.</u> To allow a 20,422 sq. ft. Aldi supermarket and 2,600 sq. ft. Panda Express in the CG zone.	NE Corner of 1 st St. and Cesar Chavez St.	Mr. Francis Chu Coachella Retail Realty, LP 1401 Quail St. Suite #100 Newport Beach CA 92660 (949)752-2515	PC Approved 1/5/21 Mod to CUP 321, AR 20-03, TPM 37940 Approved by CC 1/26/22 <i>Aldi Under Construction and</i>

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			<u>(related to CUP 321, 322, AR 20-03, TPM 37940)</u>			Panda Express Permit ready for issuance
	CUP	348	<u>Gunther Investments</u> To allow interim outdoor cannabis cultivation on a 38.48 acre site	Southwest corner of Avenue 50 and Filmore Street	Brandon Calandri P.O. Box 8010 Lancaster, CA 93539	Withdrawn
	CUP	349	<u>DAFCO</u> To allow interim outdoor cannabis cultivation on a 199.39 acre site	Northeast corner of Filmore & 52 nd Stsreet	Brandon Calandri P.O. Box 8010 Lancaster, CA 93539	Withdrawn
	CZ CUP AR	22-01 351 22-04	<u>Tripoli Mixed-Use Project</u> 108 Affordable Apartment units and 2 retail units with Building A 3-Stories and Building Building 4 Stories.	Northeast corner of Cesar Chavez Street and Bagdad Avenue	Chelsea Investment Corporation Attn: Dave Davies 6339 Paseo Del Lago Carlsbad, CA 92011 (619)987-7780	PC Approved 4/20/22 CC Approved 5/11/22 PC Approved 10/26/22 (Revisions by applicant) CC Approved 11/9/22 (Revisions)
	TTM	38145 38146	<u>Vista del Agua</u> •TTM 38145 is to subdivide 42.92 acres into 204 single-family lots, located east of Tyler Street, North of Avenue 48 and west of Polk Street. (APN: 603-150-005 & 007). •TTM 38146 is to divide 46.92 acres into 254 single-family lots APN: 603-150-009, 010, & 011.	North of Avenue 48 and West of Polk Street	CVP Palm Springs, LLC c/o Strategic Land Partners, LP 12671 High Bluff Drive, Suite 150 San Diego, CA 92130	Under Review
	SP GPA CZ EA DA	22-01 22-03 22-04 22-05 22-02	<u>KPC Coachella Specific Plan</u> entails construction of approximately 9,536 dwelling units (DUs) of a variety of residential types; approx. 305 acres of mixed-use areas; approx. 71 acres of	Northeast portion of the City of Coachella, North of the I-10 Freeway and East of the All American Canal	KPC Development Company, LLC 9 KPC Parkway, Suite 301 Corona, CA 92879 (951)987-8100	Under Review

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			proposed school facilities for a total of 2,807 acres for the project			
	GPA EA	23-01 23-01	<u>Santa Rosa Business Park General Plan Amendment</u> Proposed General Plan Amendment of 39 acres from Urban Employment District to Industrial	Southeast corner of Tyler Street and Avenue 54	Santa Rosa Business Park, LLC 32823 Temecula Parkway, CA	Under Review
	GPA CZ TTM AR EA	22-04 22-05 38429 22-11 22-04	<u>Encanto</u> Proposed subdivision for 112 single family residences	Westside of Van Buren Street between Avenue 51 and Avenue 52	Joseph Rivani 3470 Wilshire Blvd Los Angeles, CA 90010	Under Review
	GPA CZ TTM EA	22-05 22-06 38577 22-06	<u>Sevilla II</u> Proposed residential development of 204 single family residences on 39 acres,	West of Van Buren Street and South of Avenue 50 (APN 779-280-002, 779-320-001)	Pulte Group 27401 Los Altos, Suite 400 Mission Viejo, CA 92691 (760)578-9334	Under Review
	AR	22-05	<u>La Terraza</u> Mixed-Use with 2,302 sq. ft. retail space on the first floor and 1,583 sq. ft. on the 2 nd floor.	1562 6 th Street	William A Aguirre, PE 68207 Pasada Rd Cathedral City, CA 92234 (951)204-1013	Under Review
	AR	22-03	<u>State Towing & Recovery</u> Metal shade cover	85220 Ave 50, Ste. 4	Statewide Emergency Services 623 S Waterman Ave San Bernardino, CA 92408 (951) 682-9336	Under Review
	AR	22-06	<u>Eberhard Equipment</u> Installation of a freestanding identification sign at 21' high sign. APN: 763-141-007	86100 Avenue 54	Eberhard Equipment No. 2 86100 Avenue 54 Coachella, CA 92236	PC approved 10/5/22
	AR	22-07	<u>Jordan Central</u> Proposed new 5,400 sq. ft. commercial building with	86878 Ave 54	Chris Ellison 1280 Main Street Brawley, CA 92227	Under Review

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			parking lot and site improvements.		(760) 344-3322	
	AR	21-13	<u>Sunline Transit Hub</u> transit center for Line 111, Line 91, Line 92, Line 95 and will include a 540 sq. ft. breakroom/office building, three bus shelters, landscape improvements	Southeast corner of Cesar Chavez Street and 4th Street.	Sunline Transit Agency	PC Approved 7/7/22
	AR	22-08	<u>Coachella Lakes RV Resort</u> Installation for main monument, entrance monument and building sign.	44800 Dillon Road	Image Services, Inc. 2281 Lacrosse Ave, Ste. 501 Colton, CA 92324 909-370-4500	PC Approved 7/6/22
	CUP	360	<u>Taco Shop 760 Type 47 On-Sale Alcohol</u>	48975 Grapefruit Blvd #3	83850 Corte Eclipse Coachella, CA 92236 (760)969-9934	PC Approved 1/4/22
	CUP	358	<u>McDonalds Restaurant drive through reconfiguration</u>	50090 Cesar Chavez Street	153 E City Place Santa Ana, CA 92705	PC Approved 11/2/22

City of Coachella
Development Status Report
January, 2023

PC = Planning Commission
CC = City Council

Types = RS Single Family Residential, RM Multifamily Residential, CG Commercial General, NC Neighborhood Commercial
MH Manufacturing Heavy, MS Manufacturing Service, MW Wrecking Yard, RE Residential Estate

Status of Projects = Under Construction, Approved, Pending Approval

Status of Maps = Constructed, Under Construction, Recorded, Approved Tentative, Pending Approval

AR Architectural Review

CUP Conditional Use Permit

CZ Change of Zone

DA Development Agreement

EIS (EA) Environmental Initial Study (Environmental Assessment)

GPA General Plan Amendment

PD Planned Development

TTM Tentative Tract Map or Tentative Subdivision Map

TPM Tentative Parcel Map

VAR Variance

Tentative Maps (Tract and Parcel) are approved for 2 years and may be extended an additional year three times upon approval of their request and payment of application fees.

Assembly Bill 1561 (AB1561) automatically grants an 18-month extension to any Tentative Tract or Tentative Parcel Map that was valid between March 4, 2020 and 18 months after passage of the Bill.

Senate Bill (SB 1185) automatically grants a 12 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2008 and will normally expire before January 1, 2011.

Assembly Bill 333 (AB333) automatically grants a 24 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2009 and will normally expire before January 2, 2012.

Assembly Bill 208 (AB208) automatically grants a 24 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2011 and will normally expire before January 1, 2014.

COACHELLA CITY FIRE DEPARTMENT

QUARTERLY REPORT

OCTOBER - DECEMBER 2022



INSIDE THIS ISSUE

1. Personnel Assignments
2. Response Reports
3. Administration Reports

ADMINISTRATION
1377 SIXTH STREET
COACHELLA, CA 92236
(760) 398-8895

1. Battalion Chief – Justin Karp
2. Battalion Chief – Paul Heitzmann
3. Administrative Assistant – Marisa Duran

STATION 79
1377 SIXTH STREET
COACHELLA, CA 92236
(760) 398-8895

Engine Company 79

1. Fire Captain – Johnny Garcia
2. Fire Captain – Rodrigo Vega
3. Fire Captain – James Beckman
4. Fire Apparatus Engineer – Tommy Lemus
5. Firefighter Apparatus Engineer/Paramedic – Damian Sianez
6. Firefighter II/Paramedic – Tony Ippolito
7. Firefighter II/Paramedic – Daniel Lucido
8. Firefighter II/Paramedic – Matthew Rosenberger

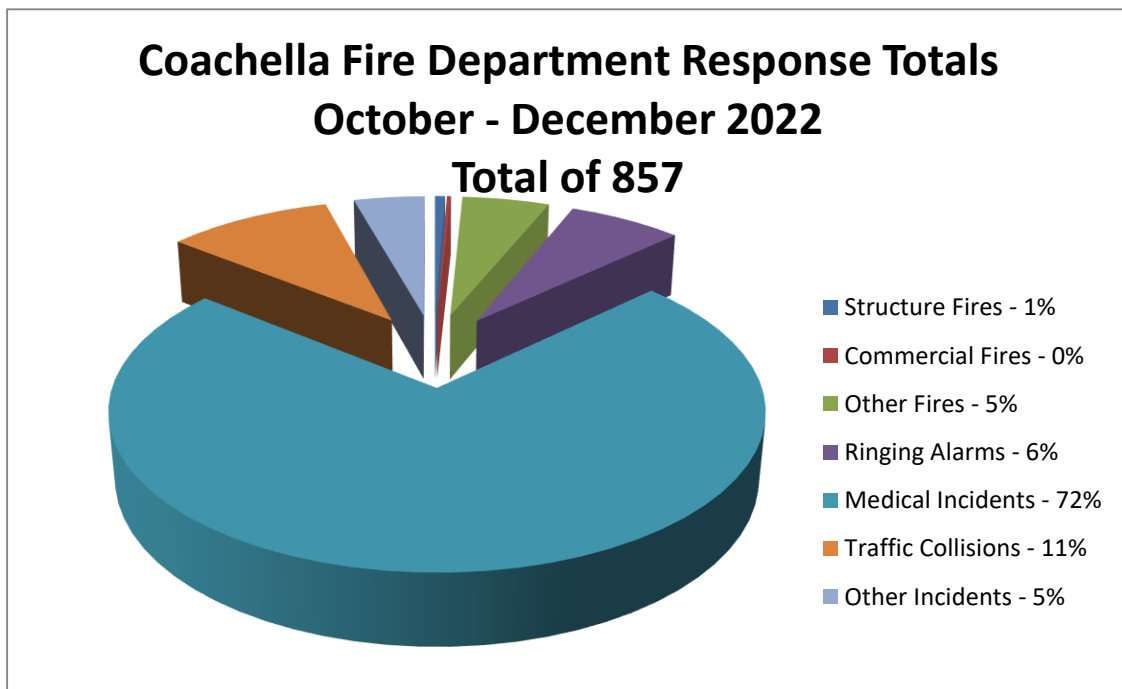
YEAR END RESPONSE REPORT
OCTOBER 1, 2022 – DECEMBER 30, 2022

	OCTOBER	NOVEMBER	DECEMBER	YTD (CITY OF COACHELLA)
STRUCTURE FIRES	2	0	3	18
COMMERCIAL FIRES	0	0	0	2
OTHER FIRES	8	14	9	150
RINGING/FALSE ALARMS	34	43	24	308
MEDICAL INCIDENTS	214	196	208	2,518

TRAFFIC COLLISIONS	30	20	29	279
OTHER INCIDENTS	8	18	7	116
TOTAL	296	281	280	3,391

RESPONSE TIMES

	OCTOBER	NOVEMBER	DECEMBER	YTD (CITY OF COACHELLA)
AVERAGE RESPONSE TIMES (MINUTES)	5.1	4.7	4.6	4.7
% OF CALLS ON SCENE IN 5 MINUTES OR LESS	62%	65%	67%	64%



SIGNIFICANT EVENT

10/10/22 – City firefighters responded to a reported commercial structure fire at Robertson Mobile Blasting at 54-050 Harrison Street. The first unit on scene reported a fire inside a metal sided building. Fire personnel found equipment inside the building on fire with extension to the building. There was no extension outside of the building. Avenue 54 was closed for approximately 45 minutes due to hose lines across the roadway. There were no injuries to fire personnel or civilians. The cause of the fire is under investigation. Total Loss: \$100,000.00
Total Saved: \$500,000.00

12/30/22 – Coachella Firefighters responded to a reported vehicle accident with fire at the Dillon Road and Interstate 10 offramp. With California Highway Patrol Officers at the scene, the first arriving Chief Officer discovered two full-size pick-up trucks that collided with each other, then collided with a Fuel Tank Trailer. The collision ruptured the diesel saddle tanks on the Fuel Tank and caused a spill on the roadway. Fortunately, the Fuel Tank Trailer was empty, and the spill was contained to less than 100 gallons. Two persons suffered moderate injuries and were transported to Desert Regional Medical Center via American Medical Response ground ambulance. Once the threat of fire was mitigated the incident was turned over to The Riverside County Environmental Health Department for mitigation. A traffic investigation has been assumed by the Riverside County Sherriff Department. **(See photos below)**



COMMUNITY

10/12/22 – The start of Coachella Fire Station #79’s Rehabilitation & Expansion Project.
(See photos below)



10/19/22 – Division Chief Bryan White and Battalion Chief Justin Karp attended the Mayor’s State of the City Address held at Veterans Park. (See photos below)



11/5/22 – Coachella City Firefighters and Explorer Post 679 joined in the Run with Los Muertos event held on 6th Street. (See photos below)



12/7/22 & 12/9/22 – Coachella Firefighters were in the holiday spirit once again this year, delivering Santa Claus to both the City of Coachella Tree Lighting Ceremony and Holiday Parade. Our Fire Explorers hosted a s'more station during the parade passing out over 1,200 of these sweet treats to those in attendance. (See photos below)





ADMINISTRATION

Administration continues to keep busy scheduling business inspections/re-inspections as well as station tours and fire prevention presentations at various local schools/businesses. Clerical administration duties continue to audit and reconcile the station's Data/Response Records as well as overhaul files and recordkeeping systems. Clerical administrative duties have continued to look for ways to improve office efficiency and customer service and looks forward to attending upcoming training sponsored by the County of Riverside. **(See photos below)**

FIRE PREVENTION

The Coachella Fire Department continues to assist the public with code inquiries; conducts hazard reduction inspections and assists Code Enforcement with issues within the city. In closing, our Engine Company personnel continue to conduct multiple inspections and re-inspections helping keep local businesses up to code.



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize City Manager to execute a Lease Agreement with Desert Recreation District for use of office space at City Hall.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Lease Agreement with Desert Recreation District for use of office space at City Hall.

EXECUTIVE SUMMARY:

The City published a request for proposals for businesses interested in leasing the space vacated by the water cashing services at City Hall and did not receive any responses. The City Council has approved City Hall leases to the following current tenants: the Greater Coachella Valley Chamber of Commerce, Consejo De Federaciones Mexicanas En Norteamerica (COFEM), LGBT Community Center of the Desert and Kounkuey Design Initiative, Inc. (KDI).

The Desert Recreation District (DRD) is currently leasing 264 square feet of office space at the City Hall facility and have requested to relocate and expand their presence in the downtown by leasing this available office space. By being provided a lease for this space DRD will be able to have regular office hours in the downtown, allowing for program registration and other services to be centrally available to our residents. The available office space will accommodate the needs of the DRD and allow their organization to expand their services presence in Coachella; the lease details are highlighted below:

- Term = three years; February 1, 2023 – January 31, 2026
- Utilities = to be paid by Lessee for said property; with the exception of the following: alarm, water, sewer, trash and electric.
- Maintenance/Janitorial = to be completed by Lessee for said property.
- Insurance = to be provided by Lessee for said property.
- Monthly Rent = \$0.45 per square foot (1705 square feet) = \$767.25

FISCAL IMPACT:

The recommended action would have a positive fiscal impact of \$9,212.40 annually.

Attachments: Proposed Lease

LEASE AGREEMENT

BETWEEN THE CITY OF COACHELLA AND

DESERT RECREATION DISTRICT

THIS LEASE AGREEMENT (the "Lease") is made as of January 25, 2023 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and the DESERT RECREATION DISTRICT, a Public Agency and Special District organization (the "Lessee"), with reference to the following facts:

RECITALS

- A. The Lessor owns a civic building located at City Hall 1515 Sixth Street, Coachella, CA 92236, which is described in Exhibit A and totals 9,589 square feet (the "Building").
- B. Lessee desires to lease 1705 square feet of the Building (the "Premises") from the Lessor, described in more detail in Exhibit "A" for purposes of providing recreation services and programs to residents of the City of Coachella and for all activities incidental or necessary to accomplish said purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
3. Premises. The Premises described in Exhibit A amount to an area of approximately 1705 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit B as the description of the Premises.
4. Term of Lease. The original term of the Lease shall be for a three (3) year period commencing on February 1, 2023 and terminating on January 31, 2026 (the "Term").

5. Rent. Term Minimum Annual Rent. During the Term of this Lease, Lessee shall pay to Lessor monthly rent in the sum of Seven Hundred Sixty Seven Dollars and Twenty Five Cents (**\$767.25**). Lessee shall pay Lessor all sums due for monthly rent without deduction, set off, prior notice, or demand, in advance of the 1st day of each month and continuing through the term of this Lease.

5.1 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.

6. Utilities, Maintenance and Insurance.

- a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities, with the exception of: electricity, trash, water, sewer and alarm system for the Premises.
- b) Maintenance. Lessee shall provide all maintenance and repairs, at Lessee's sole cost and expense, to keep the Premises in good order and condition, including any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease. Lessee agrees to maintain the leased premises in the same condition as when received, wear and tear in the usual and ordinary operation by Lessee; provided Lessor agrees to repair and maintain all exterior walls, the roof and other structural portions of the building, except for damages caused by Lessee, its officers, agents and patrons of the Desert Recreation District. Lessor further agrees to: maintain and keep in good working condition the heating and cooling system including normal servicing and preventative maintenance.
- c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term thereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:
- i. General Liability Insurance. Broad-form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.

- ii. **Property Insurance.** Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.
 - iii. **Delivery of Certificate of Insurance.** Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.
 - iv. **Notice of Cancellation.** All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.
7. **Use.** Lessee shall use and occupy the Premises for purposes of providing recreational services and programs and for all activities incidental or necessary to accomplish said purpose, and for no other purpose. Lessee shall not use the Premises for the purposes of

storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

8. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.

9. Hazardous Substances and Hazardous Materials.

a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

10. Improvements.

a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written

consent of Lessor, which would not be unreasonably withheld.

- b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.
 - c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.
 - d) Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.
11. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.
12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor, which would not be unreasonably withheld.
13. Assignment and Subleasing. Lessee shall not assign, or mortgage, this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor

for performance of all provisions of this Lease.

14. Use of Premises by Lessor. The Premises will be used as administrative office space and programming for the Lessee.
15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.
17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.
18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.
19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of

receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor
 City of Coachella
 53462 Enterprise Way
 Coachella, CA 92236
 Attn: Maritza Martinez
 Phone: (760) 501-8111
 E-mail: mmartinez@coachella.org

To Lessee
 Desert Recreation District
 45-305 Oasis Street
 Indio, CA 92201
 Attn: Kevin Kalman
 General Manager
 Phone: (760) 347-3484
 E-mail: kkalman@drd.us.com

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.
21. Time of Essence. Time is of the essence of this Lease.
22. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
23. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above:

LESSEE:

DESERT RECREATION DISTRICT

California Public Agency

By: _____

Kevin Kalman, General Manager

LESSOR:

CITY OF COACHELLA

California Municipal Corporation

By: _____

Dr. Gabriel D. Martin, City Manager

Attest:

By: _____

Angela M. Zepeda

City Clerk - City of Coachella

Approved as to Form:

By: _____

Best, Best & Krieger LLP

City Attorney

DESCRIPTION OF BUILDING:

The City of Coachella (Lessor) owns real property (approximately 9,589 square foot "Building") located at 1515 Sixth Street, Assessor Parcel Numbers: 009-618-472, in the City of Coachella, County of Riverside, and the State of California.


 "Premises" (west-wing 1705 square feet); highlighted below.



EXHIBIT "B"
SURVEY OF PREMISES

Pending



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize City Manager to execute a Lease Agreement with the Green Room Theatre Company for use of office space at City Hall.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Lease Agreement with the Green Room Theatre Company for use of office space at City Hall.

EXECUTIVE SUMMARY:

The City published a request for proposals for businesses interested in leasing the space vacated by the water cashiering services at City Hall and did not receive any responses. Before the City Council on this Agenda Packet is the proposed leased of this space to Desert Recreation District (DRD). If approved DRD will vacate the office space they currently occupy at City Hall totaling 264 square feet.

The Green Room Theatre Company did not respond to the published request for proposals, however advised they were interested should additional office space become available. The Green Room Theatre Company is a non-profit theatre founded in 2017 and has produced numerous adult and youth performances in various cities and libraries throughout the Coachella Valley. The available office space will accommodate the office needs for the Green Room Theatre Company and allow their organization to expand their services in Coachella; the lease details are highlighted below:

- Term = three years; February 1, 2023 – January 31, 2026
- Utilities = to be paid by Lessee for said property; with the exception of the following: alarm, water, sewer, trash and electric.
- Maintenance/Janitorial = to be completed by Lessee for said property.
- Insurance = to be provided by Lessee for said property.
- Monthly Rent = \$0.45 per square foot (264 square feet) = \$118.80

FISCAL IMPACT:

The recommended action would have a positive fiscal impact of \$1,425.60 annually.

Attachments: Proposed Lease

LEASE AGREEMENT

BETWEEN THE CITY OF COACHELLA AND

GREEN ROOM THEATRE COMPANY

THIS LEASE AGREEMENT (the "Lease") is made as of January 25, 2023 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and the GREEN ROOM THEATRE COMPANY, a California Non-Profit organization (the "Lessee"), with reference to the following facts:

RECITALS

- A. The Lessor owns a civic building located at City Hall 1515 Sixth Street, Coachella, CA 92236, which is described in Exhibit A and totals 9,589 square feet (the "Building").
- B. Lessee desires to lease 264 square feet of the Building (the "Premises") from the Lessor, described in more detail in Exhibit "A" for purposes of providing theatre programming and education services to residents of the City of Coachella and for all activities incidental or necessary to accomplish said purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
3. Premises. The Premises described in Exhibit A amount to an area of approximately 264 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit B as the description of the Premises.
4. Term of Lease. The original term of the Lease shall be for a three (3) year period commencing on February 1, 2023 and terminating on January 31, 2026 (the "Term").

5. Rent. Term Minimum Annual Rent. During the Term of this Lease, Lessee shall pay to Lessor monthly rent in the sum of One Hundred Eighteen Dollars and Eighty Cents (**\$118.80**). Lessee shall pay Lessor all sums due for monthly rent without deduction, set off, prior notice, or demand, in advance of the 1st day of each month and continuing through the term of this Lease.

5.1 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.

6. Utilities, Maintenance and Insurance.

- a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities, with the exception of: electricity, trash, water, sewer and alarm system for the Premises.
- b) Maintenance. Lessee shall provide all maintenance and repairs, at Lessee's sole cost and expense, to keep the Premises in good order and condition, including any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease. Lessee agrees to maintain the leased premises in the same condition as when received, wear and tear in the usual and ordinary operation by Lessee; provided Lessor agrees to repair and maintain all exterior walls, the roof and other structural portions of the building, except for damages caused by Lessee, its officers, agents and patrons of the Green Room Theatre Company. Lessor further agrees to: maintain and keep in good working condition the heating and cooling system including normal servicing and preventative maintenance.
- c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term thereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:
- i. General Liability Insurance. Broad-form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.

- ii. **Property Insurance.** Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.
 - iii. **Delivery of Certificate of Insurance.** Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.
 - iv. **Notice of Cancellation.** All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.
7. Use. Lessee shall use and occupy the Premises for purposes of providing theatre programming and education services and for all activities incidental or necessary to accomplish said purpose, and for no other purpose. Lessee shall not use the Premises for

the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

8. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.

9. Hazardous Substances and Hazardous Materials.

a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

10. Improvements.

a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written

consent of Lessor, which would not be unreasonably withheld.

- b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.
 - c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alterations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.
 - d) Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.
11. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.
12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor, which would not be unreasonably withheld.
13. Assignment and Subleasing. Lessee shall not assign, or mortgage, this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor

for performance of all provisions of this Lease.

14. Use of Premises by Lessor. The Premises will be used as meeting and office space for the Lessee.
15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.
17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.
18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.
19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of

receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor
 City of Coachella
 53462 Enterprise Way
 Coachella, CA 92236
 Attn: Maritza Martinez
 Phone: (760) 501-8111
 E-mail: mmartinez@coachella.org

To Lessee
 Green Room Theatre Company
 P.O. Box 612
 Palm Desert, CA 92260
 Attn: David Catanzarite
 Phone: (760) 696-2546
 E-mail: david.catanzarite@grtccv.org

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.
21. Time of Essence. Time is of the essence of this Lease.
22. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
23. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above:

LESSEE:

GREEN ROOM THEATRE COMPANY

California Non-Profit

By: _____

David Catanzarite, Artistic Director

LESSOR:

CITY OF COACHELLA

California Municipal Corporation

By: _____

Dr. Gabriel D. Martin, City Manager

Attest:

By: _____

Angela M. Zepeda

City Clerk - City of Coachella

Approved as to Form:


By: _____

Best, Best & Krieger LLP

City Attorney

DESCRIPTION OF BUILDING:

The City of Coachella (Lessor) owns real property (approximately 9,589 square foot "Building") located at 1515 Sixth Street, Assessor Parcel Numbers: 009-618-472, in the City of Coachella, County of Riverside, and the State of California.

 "Premises" (264 square feet); highlighted below.

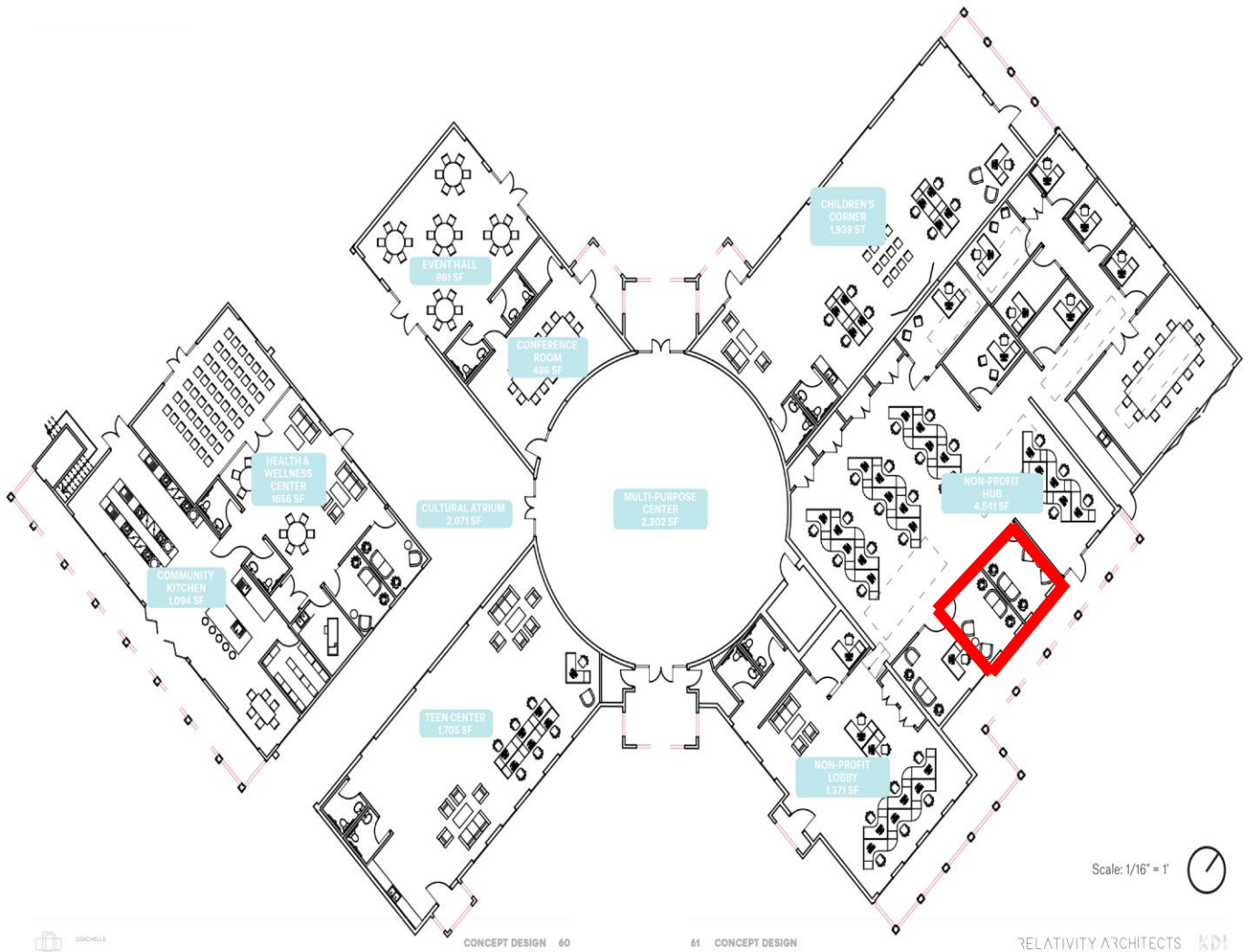


EXHIBIT "B"
SURVEY OF PREMISES

Pending



STAFF REPORT
1/25/2023

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize issuance of Notice of Termination to Coachella Valley Raiders Youth Football Association (CVRIFYFA) and recommend executing Amendment of Memorandum of Understanding (MOU) removing CVRYFA as a party to this MOU.

STAFF RECOMMENDATION:

Authorize issuance of Notice of Termination to Coachella Valley Raiders Youth Football Association (CVRIFYFA) and recommend executing Amendment of Memorandum of Understanding (MOU) removing CVRYFA as a party to this MOU.

BACKGROUND:

The City has a Memorandum of Understanding (MOU) through which it provides five sports leagues access to use city park fields for their sport organizations' recreational services. One of those sports leagues is the Coachella Valley Raiders Youth Football Association (CVRIFYFA). This organization has been a member of the City's Sport League MOUs since 2010.

DISCUSSION/ANALYSIS:

The season for American Football, as noted in the MOU, starts in late July and runs through November of each year. Since last year CVRYFA has not come in to pull facility use permits. City staff has tried communicating with the CVRYFA board members since Spring of 2022 without response.

Per Section 11 and Section 12 of the MOU the City can terminate or amend the agreement providing the said party a thirty (30) day notice. Staff has emailed, called and text messaged the Board President and Commissioner without responses numerous times. Additionally, a formal notice requesting a response was mailed and emailed to CVRYFA on October 25, 2022; City staff has not received a response.

During the January 2023 Commission meeting the Commission recommended issuance of Notice of Termination to Coachella Valley Raiders Youth Football Association (CVRIFYFA) and

recommend approval of executing Amendment of Memorandum of Understanding (MOU) removing CVRYFA as a party to this MOU.

FISCAL IMPACT:

No fiscal impact.

Attachment:
Amended MOU

**TENTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COACHELLA AND THE SPORTS LEAGUES**

This Memorandum of Understanding (hereinafter “MOU”) is made on January 25, 2023, by and between the City of Coachella, a California municipal corporation organized and existing under the laws of the State of California (hereinafter, “City”), Coachella Youth Baseball & Softball Association (hereinafter “CYBSA”), Coachella Valley Soccer League (“CVSL”), Coachella Youth Sports Association – Soccer (hereafter “CYSA-S”) and Coachella Little Arabs Youth Football (hereinafter “CLAYF”), hereinafter also referred to individually as a “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City of Coachella is a California municipal corporation organized and existing under the laws of the State of California, which provides various park facilities to its community including: Bagdouma Park, and Rancho Las Flores Park (referred to hereinafter collectively as “Parks”);

WHEREAS, CYBSA is a youth sports league operating its baseball and softball sports leagues within the City of Coachella, specifically using Bagdouma Park during their sports season which runs from February 1 to May 31, of each year for their practices, games, tournaments, programs and related baseball activities;

WHEREAS, CVSL is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Rancho Las Flores Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CYSA-S is a youth and adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CLAYF is a youth football and cheerleading sports league operating its sports league within the City of Coachella, specifically using Bagdouma Park during its sports season which runs from July 20 to November 30, of each year for its practices, games, tournaments, programs and related football activities;

WHEREAS, the past use of Parks by CYBSA, CVSL, CYSA-S, and CLAYF (collectively, "Sports Leagues") have had concerns regarding which sports league has access to certain areas of the Parks;

WHEREAS, the City is interested in resolving these use and access conflicts between the Sports Leagues by entering into this MOU with the Sports Leagues using City facilities to established a mutually agreeable schedule and understanding;

WHEREAS, since the Sports Leagues also charge fees for the public to join their respective sports leagues which use the Parks, the Sports Leagues have agreed to have and maintain their 501(c)(3) non-profit corporate status as of the date of this MOU and for the term of this MOU;

WHEREAS, the Sports Leagues have reached a mutual understanding that will grant the Sports Leagues access to certain mutually agreeable sections of Bagdouma Park, and/or Rancho Las Flores during their respective sports seasons under the terms of this MOU; and

WHEREAS, each Sports League must: 1) apply for a facility use permit for sports season use, 2) request an invoice from the City for the individual sport league's season use fees, 3) pay/commit to a payment plan for the corresponding use fees, 4) obtain an approved facility use permit prior to being permitted field use for the season, as is allowed for by the terms of this MOU; and

WHEREAS, the Sports Leagues must submit a separate facility use permit request and obtain an approved facility use permit for any and all uses not authorized by the terms of this MOU;

WHEREAS, by entering into this MOU the City, CYBSA, CVSL, CYSA-S, and CLAYF will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CYBSA, CVSL, CYSA-S, and CLAYF mutually understand and agree as follows:

1. General. The foregoing recitals are true and correct and all exhibits referred to hereinafter are hereby incorporated into and made a part of this MOU.

2. Access to City Park Areas by Sports Leagues. The below sections describe park access areas per league. For permitted use of these areas each league must obtain an approved Facility Use Permit for sport season play annually. All non-sport season play must be permitted separately from season league play per a separate Facility Use Permit.

2.1. CYBSA shall have access to the areas of Bagdouma Park described as area A and B in Exhibit 1 attached hereto and incorporated herein by this reference, from February 1 to May 31, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.2. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C1, C2 and C3 in Exhibit 2 as permitted by the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

1) November 1 to November 30: Exhibit 2 areas C1, C2 and C3;

2) December 1 to May 31: Exhibit 2 areas C1, C2 and C3;

3) June 1 to July 31: Exhibit 2 area C1, C2 and C3;

4) August 1 – October 31; Bagdouma Field 4 only Mondays, Wednesdays and Sundays.

2.3. CYSA-S shall have access to the areas of Bagdouma Park described as areas C and C3 in Exhibit 1 and as reflected in the issued annual/monthly Facility Use Permit. The available uses of these areas during season play are as follows:

1) November 1 to November 30: Exhibit 1 areas C;

2) December 1 to May 31: Exhibit 1 areas C and C3;

3) June 1 to July 31: Exhibit 1 area C;

4) August 1 – October 31; Bagdouma Field 4 only Tuesdays, Thursdays and Saturdays.

2.4. CLAYF shall have access to the area of Bagdouma Park described as area C3 in Exhibit 1 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year. The permitted access shall be as reflected in the issued annual/monthly Facility Use Permit .

2.5. At all other times and dates not described in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 above, the areas identified as in Exhibit 1 - 2 as "A", "B", "C", "C1", "C2" and "C3" (hereinafter "League Areas") shall be available and open to be used and accessed by other parties and the general public. Moreover, when the League Areas are not being used by the respective Sports Leagues during their sports season, other parties and the general public shall have use and access to the League Areas.

2.6. None of the use and access rights granted to the respective Sports Leagues in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 shall abrogate and deny the City's ability to use and access the League Areas for any and all purposes, in the City's sole and absolute discretion, which may include but are not limited for maintenance purposes, for special events, to respond to emergencies, to make improvements to the League Areas, reseed the grass at least twice annually each year in the League Areas, and to carry out other municipal and local responsibilities and duties of the City. When the City exercises its absolute and sole use and access rights described herein, the City will use all reasonable efforts to provide advance notice of its use of the League Areas and to minimize the disturbance and inconvenience this may cause the Sports Leagues.

2.7. Non-Season Play. All non-season play must be permitted separately from season league play per a separate facility use permit. No Sport League can obtain facility use permits for non-season play if it will result in issuance of permitted facility use exceeding a nine month period. Sport League facility use cannot exceed nine months between January 1st and December 31st of each calendar year; total facility use is the combined sport season play and non-sport season play per calendar year. All non-season play requests will be evaluated individually and approved only if they can be accommodated without impacts to field conditions and existing season play field areas as identified in Section 2 of this MOU.

3. Access to the Snack Bar by Sports Leagues. For permitted use of the snack bars each league must obtain an approved facility use permit as allowed by Chapter 12.32 of the Municipal Code.

4. Non-Profit: 501(c)(3). To be eligible for use of and access to the League Areas, the Sports Leagues have agreed to have a 501(c)(3) status for their respective league organization, as named in the MOU and as currently identified by their respective 501(c)(3) number and Employment Identification Number, and to maintain that 501(c)(3) status active and current. Should the Sports League 501(c)(3) status not be in current standing (such as but not limited to: inactive, suspended or delinquent), the City will issue the Sports League a written Notice of Violation. The Sports League will have 180 days from the status to an active and current standing (as verifiable by public state and federal websites). Should the Sports Leagues not return its 501(c)(3) status to a current status by day 181 from the date of the Notice of Violation the Sports League's Facility Use Permit and facility access will be revoked until corrected.

5. General Liability Insurance and Business License. The sports league shall be required to submit a City of Coachella Business License and a proof of General Liability insurance prior to the start of the season, in the amount of \$1,000,000 reflecting the City of Coachella and its officials as additional insured with respect to the use of the City facilities (Bagdouma Park and/or Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. Record Keeping.

6.1 The following documents must be provided to the City thirty (30) days prior to the commencement of the sports season in order to ensure no delays are experienced in permitting sport season play: copy of the league bylaws, submit form identifying its board members, file form identifying: when, where and how often the sport league holds its regular meetings, copy of the league's current 501c3 status and original issuance, current insurance documents providing the coverage referenced in Section 5. A facility use permit will not be issued without the above noted documents. If the documents are not provided to the City thirty (30) days prior to the commencement of the sports season the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.2 Forty-five (45) days after the start of the sports season each Sport League must provide the City the following information: number and names of all teams registered with the Sports League; name and city of residency and age of each registered player listed per team. If the documents are not provided to the City within the forty-five (45) days the Sport League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.3 Staff must be invited to any and all Sport League elections and be provided at least twelve (12) calendar days' notice of such an election via certified mail.

6.4 The Sports Leagues shall keep and maintain during the term of this MOU, in accordance with generally accepted accounting principles, complete books of accounts and accounting records (collectively, the "Books and Records") of all league enrollment fees, purchases and receipts of merchandise, food, beverage, inventories and all sales and other transactions from which the Sports Leagues' receipts and charges are or can be determined.

6.5 The Sports Leagues shall record all transactions, at the time each transaction is made, whether for cash or credit.

6.6 The Sports Leagues shall retain the Books and Records during the term of this MOU and for a period of at least four (4) years after the end of each calendar year thereof.

6.7 The Sports League shall present an annual End of the Year Report to the Parks and Recreation Commission.

7. User Fees. The Sports Leagues must pay the approved user fees for their use of City facilities. All uses must be permitted and codified per an issued Facility Use Permit.

7.1 All Facility Use Permits will reflect the total sports season use costs. Each Sports League will have the option to 1) pay all fees prior to the start of its sports season 2) pay fees on a month to month basis or 3) establish up to three payment installments in order to pay the complete amount owed for use of the City facilities during its sports season (the last installment payment cannot be scheduled later than thirty-one (31) days before the end of the sports season).

Should the Sports League lapse in any one of its arranged payment installments a Notice of Correction will be issued and the Sports League will be provided fourteen (14) days to pay the agreed payment otherwise the Sports League's Facility Use Permit will be revoked until the full payment due is made.

8. Financial Audit. The Books and Records shall, upon five (5) business days' prior written notice to the Sports Leagues, be open for inspection by City, its auditors or other authorized representatives.

8.1 The Sports Leagues shall be audited by a third party financial firm selected and paid for by the City of Coachella bi-annually. Prior to the audit the Sports League will provide written notification of all documents requested to complete the financial audit; the Sports League will be provided 30 days to produce requested documents. Should the documents requested not be produced within the 30 days provided facility access will be revoked until corrected. The final audit documents will be posted on the City website.

8.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

8.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League’s Financial Audit score much improve each year.

9. Code of Conduct. The City of Coachella Municipal Code Chapter 12.32 establishes *Park Use Regulations*. Sports League representative must at all times ensure their actions do not conflict with the Activities and Conduct Prohibited in City Parks. Violations will result in restricting the violator from accessing the park. If violations are recurring the restriction period can extend to the entire Sports League Season. Extended restriction periods will result in a written Notice of Violation to be issued by the City of Coachella Public Works Director.

10. Term. This MOU shall be effective as of March 1, 2023, and shall continue in effect until June 30, 2024, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1st, unless either Party gives notice to the other Parties, on or before May 1 of each year, of its intent not to renew this MOU.

11. Termination of Agreement.

11.1 Grounds for Termination. City may, by written notice to Sports Leagues, terminate this Agreement at any time for violations of the City’s Municipal Code Chapter 12 Park Use Regulations and may terminate this Agreement without cause by giving written notice to Sports Leagues of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

12. Notice. Notices under this MOU shall be given in writing, by personal delivery, or first class mail, addressed to:

For CYBSA:
President, Coachella Youth
Baseball & Softball Association
P.O. Box 1296
Coachella, CA 92236

For CYSA–S:
President, Coachella Youth
Sports Association - Soccer
P.O. Box 1323
Coachella, CA 92236

For CLAYF
President, Coachella Little
Arabs Youth Football

P.O. Box 1109
Coachella, CA 92236

For City of Coachella:
City Manager
53-990 Enterprise Way
Coachella, CA 92236

For CVSL:
President
51544 Cesar Chavez St. Suite 1H
Coachella, CA 92236

13. Amendments. To the extent that either of the Parties believes that the MOU should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this MOU.

14. Complete and Final Agreement. This MOU contains the entire understanding of the Parties hereto with respect to the subject matter contained herein, and represents the complete and final expression of the Parties and supersedes any prior written or oral discussion, negotiation, understandings or agreements between the Parties.

15. Successors and Assigns; Transfer or Sale. No interest in this MOU shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This MOU shall be binding on and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. Permitted and access to the aforementioned City facilities (Park and Snack Bar Use) is provided to the Sports Leagues by the City and cannot be transferred/given by the Sports Leagues to any other entity.

16. No Third Party Beneficiaries. This MOU is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms and understandings.

17. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

18. New Party Requirements. No Sport League can be eligible to be added as a party to the Agreement unless: 1) less than two organizations are providing one of three youth sports (soccer, baseball/softball, football); 2) Sport League applicant must have at

least three consecutive years in operation 3) Sport League applicant can provide the following documents for three consecutive years: active and current 501c3 status, 1023 documents, Registered with Franchise State Tax Board documents, Registered as a State Charity, financial documents including general ledger of all transactions for the same three years, applicant can provide all Financial Audit documents and obtain a score of C or better by the City assigned third party auditor.

WHEREFORE, IN WITNESS THEREOF, the City, CYBSA, CVSL, CYSA-S, CVRYFA, and CLAYF hereby execute and enter into this Memorandum of Understanding with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

CITY OF COACHELLA:

By: _____
Gabriel D. Martin, Ph.D, City Manager

COACHELLA YOUTH BASEBALL AND SOFTBALL ASSOCIATION

By: _____
Juan Rodriguez, President

ATTEST:

By: _____
Angela M. Zepeda, City Clerk

COACHELLA VALLEY SOCCER LEAGUE

By: _____
Manuel Montaña, President

Approved as to form:

By: _____
Carlos Campos, City Attorney

COACHELLA YOUTH SPORTS ASSOCIATION SOCCER

By: _____
Alma Aceves, President

COACHELLA LITTLE ARABS YOUTH FOOTBALL

By: _____
Mario Gallo, President

EXHIBIT 1 – BAGDOUMA PARK



EXHIBIT 2 – RANCHO LAS FLORES PARK



LEGEND

- Project Boundary
- Phase Line
- 1 Parking Lot (418 Spaces + 70 ADA Spaces)
- 2 10' Wide Concrete Walks
- 3 Park Entry Monument Sign / Wall
- 4 Seat Wall with Stone Veneer
- 5 Soccer Field (185' x 300')
- 6 Soccer Field (195' x 330')
- 7 Football Field Overlay with Removable Goal Posts
- 8 Basketball Court
- 9 Picnic Area Shade Structures
- 10 Bleachers with Shade Structure
- 11 Amphitheater with Center Stage and Turf Slope
- 12 Prefabricated Rest Room / Concession / Storage Building
- 13 Shaded Tot Lot with 2.5 Area and 5-12 Area
- 14 Wood Fiber Play Surfacing
- 15 Exercise Stations
- 16 Interlocking Concrete Pavers
- 17 Textured Concrete Paving
- 18 Soccer Ball Decorative Paving
- 19 Baseball Decorative Paving
- 20 Underground Storm Water Detention
- 21 Native & Low Water Use Trees and Groundcovers
- 22 Native & Low Water Use Shrubs and Groundcovers
- 23 Flagpole
- 24 Baseball Field with 200' Foul Lines
- 25 Digout with Shade Structure
- 26 Score Keeper's Table with Shade Structure
- 27 Volleyball Court (Sand)
- 28 Community Building (7,000 ft²)
- 29 Splash Pad Play Area
- 30 Sports Field Mixer
- 31 Sports Field Light
- 32 Parking Lot Light
- 33 Pedestrian Light
- 34 Bicycle Rack
- 35 Precast Concrete Picnic Table
- 36 Precast Concrete Bench
- 37 Precast Concrete Trash Receptacle
- 38 Precast Concrete Recycling Receptacle
- 39 Precast Concrete Soccer Ball Field Number
- 40 Precast Concrete Baseball Field Number
- 41 Decomposed Granite
- 42 Rock Cobble
- 43 Composting Station (Optional)
- 44 Masonry Trash Enclosure
- 45 5' Decomposed Granite Path Adjacent to 5' Wide Concrete Path with Mile Markers
- 46 Concrete Bleachers
- 47 BBQ
- 48 Permeable Interlocking Concrete Pavers

City of Coachella
Master Plan
 Rancho Las Flores Park
 August 9, 2011





STAFF REPORT
12/14/2022

TO: Honorable Mayor and City Council Members

FROM: Andrea J. Carranza, Deputy City Clerk

SUBJECT: Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

STAFF RECOMMENDATION:

Appoint the members of Council to the various intergovernmental organizations, associations and City subcommittees.

BACKGROUND:

The City Council Members represent the City on various intergovernmental agencies and associations that consider policy and legislation, which directly impacts the City. In addition, Council Members serve on City subcommittees (ad hoc and standing) and as liaisons to several entities. In compliance with the requirements of the Maddy Act, Government Code 54972, the attached local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

Also, attached is a completed Fair Political Practices Commission (FPPC) form 806, which has been posted to the City's website. This form is required pursuant to FPPC Regulation 18705.5. Each agency must post on its website Form 806, which lists all the paid appointed positions to which an official will vote to appoint themselves. This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional income of \$250 or more in a 12-month period.

The Mayor will be identifying Council appointments to these Committees.

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

Attachments: Appointments List
FPPC Form 806

**Agency Report of:
Public Official Appointments**

A Public Document


1. Agency Name City of Coachella		California Form 806	For Official Use Only
Division, Department, or Region (If Applicable) City Council			
Designated Agency Contact (Name, Title) Andrea J. Carranza, Deputy City Clerk			
Area Code/Phone Number 760-398-3502	E-mail acarranza@coachella.org	Page <u>1</u> of <u>3</u>	Date Posted: <u>09/14/2021</u> <small>(Month, Day, Year)</small>

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Executive Committee	▶ Name <u>Steven A. Hernandez</u> <small>(Last, First)</small> Alternate, if any <u>Josie Gonzalez</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>125</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Coachella Valley Association of Governments (CVAG) Transportation Committee	▶ Name <u>Steven Hernandez</u> <small>(Last, First)</small> Alternate, if any <u>Neftali Galarza</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Coachella Valley Association of Governments (CVAG) Homelessness Committee	▶ Name <u>Josie Gonzalez</u> <small>(Last, First)</small> Alternate, if any <u>Denise Delgado</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Coachella Valley Association of Governments (CVAG) Energy Environmental Resource Committee	▶ Name <u>Neftali Galarza</u> <small>(Last, First)</small> Alternate, if any <u>Josie Gonzalez</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>

3. Verification

I have read and understand FPPC Regulation 18705.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

 <small>Signature of Agency Head or Designee</small>	<u>Andrea J. Carranza</u> <small>Print Name</small>	<u>Deputy City Clerk</u> <small>Title</small>	<u>09/14/2021</u> <small>(Month, Day, Year)</small>
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Comment: _____

**Agency Report of:
Public Official Appointments
Continuation Sheet**

1. Agency Name City of Coachella	Date Posted: <u>09/14/2021</u> <small>(Month, Day, Year)</small>
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Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments (CVAG) Public Safety Committee	▶ Name <u>Megan Beaman Jacinto</u> <small>(Last, First)</small> Alternate, if any <u>N/A</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> Other
Coachella Valley Conservation Commission (CVCC)	▶ Name <u>Steven Hernandez</u> <small>(Last, First)</small> Alternate, if any <u>Josie Gonzalez</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> Other
Sunline Transit Agency 1) Board 2) Finance Committee 3) Taxi Committee 4) Chairman Executive Committee (\$50x1)	▶ Name <u>Megan Beaman Jacinto</u> <small>(Last, First)</small> Alternate, if any <u>Steven A. Hernandez</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>25</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> Other
Coachella Valley Mosquito & Vector Control District Board	▶ Name <u>Denise Delgado</u> <small>(Last, First)</small> Alternate, if any <u>N/A</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> Other
Riverside County Transportation Commission (RCTC)	▶ Name <u>Steven A. Hernandez</u> <small>(Last, First)</small> Alternate, if any <u>Denise Delgado</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> Other
Coachella/Indio Transfer Station Joint Powers Authority	▶ Name <u>Neftali Galarza</u> <small>(Last, First)</small> Alternate, if any <u>Megan Beaman Jacinto</u> <small>(Last, First)</small>	▶ <u>12 / 09 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>50</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u> </u> Other

**Agency Report of:
Public Official Appointments
Continuation Sheet**

1. Agency Name
City of Coachella

Date Posted: 09/14/2021
(Month, Day, Year)

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Mountains Conservancy	▶ Name <u>Megan Beaman Jacinto</u> <i>(Last, First)</i> Alternate, if any <u>Neftali Galarza</u> <i>(Last, First)</i>	▶ <u>12 / 09 / 20</u> <i>Appt Date</i> ▶ <u>2 Years</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>75</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Southern California Association of Governments	▶ Name <u>Megan Beaman Jacinto</u> <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ <u>12 / 09 / 20</u> <i>Appt Date</i> ▶ <u>1 Year</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>120</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>

CITY OF COACHELLA

ELECTED/APPOINTED OFFICIALS, BOARDS, COMMITTEES AND COMMISSIONS LOCAL APPOINTMENTS LIST

CALENDAR YEAR 2023 - DRAFT

ELECTED OFFICIALS

City Council Meetings are held on the second and fourth Wednesday of each month in the Council Chamber of City Hall, beginning at 6:00 p.m.

ELECTED OFFICIALS		TERM EXPIRES
Mayor	Steven Hernandez	November 2024
Councilmember	Denise Delgado	November 2024
Councilmember	Neftali Galarza	November 2024
Councilmember	Frank Figueroa	November 2026
Councilmember	Stephanie Virgen	November 2026
City Clerk	Angela M. Zepeda	November 2024
City Treasurer	Arturo Aviles	November 2024

APPOINTED OFFICIALS

City Manager	Gabriel D. Martin, PhD
City Attorney	Carlos Campos

In compliance with the requirements of the Maddy Act, Government Code 54972, the following local appointments list shows all boards, commissions, and committees which are appointed by the legislative body of the local agency and the dates of their terms of office.

COACHELLA PLANNING COMMISSION – *(Meets on the first and third Wednesday of each month at 6:00 p.m. at the Coachella Civic Center located at 53-990 Enterprise Way, Coachella.)*

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

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Frank Figueroa	Councilmember Delgado	February 10, 2021	November 2024
Ruben Gonzalez	Councilmember Galarza	June 26, 2019	November 2024
Miguel Leal	<i>(Promoted from Alternate position on 12/08/2021)</i>	June 26, 2019	November 2022
Miguel Navarrete	Mayor Pro Tem Gonzalez	June 26, 2019	November 2022
Stephanie Virgen	Mayor Hernandez	June 26, 2019	November 2022
Ventura Gutierrez <i>(Alternate)</i>	<i>Filled vacancy</i>	February 23, 2022	November 2022

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY (HEALTH AND SAFETY CODE SECTION 34179-34181): – *(Meetings held as needed.)*

The Oversight Board was created pursuant to California State law that dissolved the Coachella Redevelopment Agency, along with all 400 redevelopment agencies in California, on February 1, 2012. That law, known as AB X1 26, required the City of Coachella, as the successor agency to the Coachella Redevelopment Agency, to create a new Oversight Board to oversee certain fiscal management of former Agency funds and assets.

Oversight Boards direct the staff of the Successor Agency, have fiduciary responsibilities to holders of enforceable obligations, approves actions of the Successor Agency and establishes the Recognized Payment Obligation Payment Schedule. It takes a majority of the Oversight Board to constitute a quorum and to vote to take action.

The California Redevelopment Dissolution Laws mandated the dissolution of the 25 existing Oversight Boards within the County of Riverside and the creation of a single Consolidated Oversight Board overseeing all 25 successor agencies within the County commencing on **July 1, 2018**.

QUALIFICATIONS	APPOINTEE	ORIGINAL APPOINTMENT	TERM EXPIRES
Authority to represent the Successor Agency before the Countywide Oversight Board, the Riverside County Auditor-Controller, the State Controller, the California Department of Finance, or any other public body with regards to the Successor Agency business with the Countywide Oversight Board.	Gabriel Martin City Manager	December 8, 2021	Open

COACHELLA PARKS AND RECREATION COMMISSION – *(Meets on the third Tuesday of each month at 4:30 p.m. in the upstairs conference room at the Coachella Corporate Yard located at 53-462 Enterprise Way, Coachella.)*

The Coachella Parks and Recreation Commission shall consist of five regular members and one alternate member. Members of commissions shall be appointed for four-year terms or less. The term of each commission member shall continue for the term of the nominating council member and automatically terminate when the council member’s term ends. If a council member is reelected, that council member is entitled to make all new nominations or may choose to re-nominate the council member’s previous nominee.

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Rosalio Avila	Mayor Pro Tem Gonzalez	May 26, 2021	November 2022
J. Carlos Ayala	Councilmember Galarza	June 26, 2019	November 2024
Erza Cadena	Councilmember Delgado	May 26, 2021	November 2024
Lesly Figueroa	Councilmember Beaman Jacinto	May 26, 2021	November 2022
Karina Rodriguez	Mayor Hernandez	June 21, 2016	November 2022
Javier Figueroa	Alternate	June 26, 2019	November 2024

CULTURE AND ARTS COMMISSION – *(Meeting dates and times for this new Commission have not yet been established. Meetings will be held at the Coachella Civic Center located at 53-990 Enterprise Way, Coachella.)*

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

APPOINTEE	NOMINATED BY (MEMBER OF COUNCIL)	ORIGINAL APPOINTMENT	TERM EXPIRES
Yurema Arvizu	Councilmember Delgado	May 26, 2021	November 2024
Keila Cupil	Mayor Pro Tem Gonzalez	May 26, 2021	November 2022
Andrew Gallegos	Mayor Hernandez	May 26, 2021	November 2022
Armando Lerma	Councilmember Beaman Jacinto	May 26, 2021	November 2022
Jonathan Rivera	Councilmember Galarza	May 26, 2021	November 2024

COUNCIL SUB-COMMITTEES

Building/Code Enforcement/Public Safety Sub-Committee – *(Meetings called as needed)*

- Denise Delgado, Councilmember
- Megan Beaman Jacinto, Councilmember
- City Manager
- Development Services Director
- City Engineer
- Police Chief
- Battalion Chief
- Finance Director
- Permit Technician *(Support Staff)*

Economic Development/Planning Sub-Committee – *(Meetings held on the 1st Thursday of each month at 5:00 p.m.)*

- Steven Hernandez, Mayor – Chair
- Denise Delgado, Councilmember
- City Manager
- Development Services Director
- Economic Development Manager
- Finance Director
- Deputy City Clerk *(Support Staff)*

Senior Citizens Advisory Sub-Committee – *(Meetings called as needed, if held, on the 3rd Wednesday of the month at 1:00 p.m.)*

- Josie Gonzalez, Mayor Pro Tem
- Neftali Galarza, Councilmember

Public Works Director
Senior Center Coordinator (*Support Staff*)

Engineering/Public Works/Water-Sewer Sub-Committee – (*Meetings called as needed.*)

Steven Hernandez, Mayor
Denise Delgado, Councilmember
City Manager
Development Services Director
Economic Development Manager
Finance Director
Utilities Department Assistant (*Support Staff*)

Sister City Sub-Committee – (*Meetings called as needed.*)

Steven Hernandez, Mayor
Josie Gonzalez, Mayor Pro Tem
City Manager
Economic Development Manager

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS – *Dark during the months of March, July, August, October and December**

Executive Committee – (*Meetings held on last Monday* at 4:30 p.m.*)

Steven Hernandez, Mayor, Member
Josie Gonzalez, Mayor Pro Tem, Alternate
City Manager, Staff

CVAG COMMITTEES – (*Continued*)

Transportation Committee – (*Meetings held on 1st Monday* at 10:00 a.m.*)

Steven Hernandez, Mayor, Member
Neftali Galarza, Councilmember, Alternate
City Engineer, Staff

Homelessness Committee – (*Meetings held on 3rd Wednesday* at 10:00 a.m.*)

Josie Gonzalez, Mayor Pro Tem, Member
Denise Delgado, Councilmember, Alternate
Economic Development Manager, Staff
Development Services Director, Staff, Alternate

Energy/Environmental Resources – (*Meetings held on 2nd Thursday of each month at 12:00 noon*)

Neftali Galarza, Councilmember, Member
Josie Gonzalez, Mayor Pro Tem, Alternate
Assistant to the City Manager, Staff

Public Safety – *(Meetings held on 2nd Monday* at 9:00 a.m.)*

Megan Beaman Jacinto, Councilmember, Member
City Manager, Staff
Police Chief
Battalion Chief

Technical Planning Sub-Committee – *(Meetings held on 3rd Tuesday* at 11:00 a.m.)*

Development Services Director, Staff
Senior Planner, Staff, Alternate

Transportation Technical Advisory Sub-Committee – *(Meetings held on 4th Monday* at 10:00 a.m.)*

City Engineer, Staff
Public Works Director, Staff, Alternate

Solid Waste and Recycling Technical Working Group – *(Meetings are held quarterly on 2nd Monday at 3:00 p.m.)*

Public Works Director, Staff
Environmental/Regulatory Program Manager, Staff, Alternate

JPA/ Coachella Valley Conservation Commission (CVCC) – *(Meetings held on 2nd Thursday of each month at 11:00 a.m.) Dark each March, August, October and December.*

Steven Hernandez, Mayor, Member
Josie Gonzalez, Mayor Pro Tem, Alternate

SUNLINE TRANSIT AGENCY – *(Meetings are held on 4th Wednesday of each month at noon in the Board Room, 32505 Harry Oliver Trail, Thousand Palms)*

Denise Delgado, Councilmember, Member
Megan Beaman Jacinto, Councilmember, Alternate

COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT BOARD – *(Meetings are held every 2nd Tuesday of each month at 6:00 p.m. at the District's Ben Laflin Administration Building, 43-420 Trader Place, Indio. Trustees are appointed for a fixed term of either two (2) or four (4) years,*

Denise Delgado, Councilmember (Term Expires January 2023)
Public Works Director, Staff

PALM SPRINGS INTERNATIONAL AIRPORT COMMISSION – *(Meetings held on 3rd Wednesday of each month at 5:30 p.m. The City representative(s) may be council members, community members or staff.)*

Economic Development Director/Manager, Member (Term Expires June 30, 2024)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION – *(Executive Meetings are held at 9:00 a.m. on the 2nd Wednesday of each month; and the Budget and Implementation meetings are held at 9:30 a.m. on the 4th Monday of each month at the County of Riverside Administrative Center, 4080 Lemon Street, Riverside. Video teleconferencing is available from La Quinta City Hall.*

Steven Hernandez, Mayor, Member – **Executive**
Denise Delgado, Councilmember, Member – **Budget and Implementation**
City Engineer, Staff, TAC Member
Public Works Director, Staff, TAC Alternate

PUBLIC ENTITIES RISK MANAGEMENT AUTHORITY (PERMA) – (Meetings at the DoubleTree Resort 67-967 Vista Chino, Cathedral City. Held quarterly, 1st Thursday of last month of each quarter.)

Human Resources Manager, Staff, Member
Finance Director, Staff, Alternate

ABANDONED VEHICLE AUTHORITY – *(Meetings held quarterly. Date and location for next meeting are announced at each meeting. Locations hosted by different cities.)*

Finance Director, Member
Code Compliance Manager, Alternate

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS – *Three assignments: 1) Community, Economic and Human Development Committee (CEHD) – (Meetings are held from 10 a.m. – 12:00 noon, followed by the 2) Regional Council (RC) from 12:15 – 2:00 p.m.) on the first Thursday of each month; and 3) Legislative/Communications and Membership Committee (LCMC) meets from 8:30 a.m. – 10:00 a.m. on the 3rd Tuesday of each month in Los Angeles at 818 W. 7th Street, 12th Floor; contact number is 213-236-1800).*

Megan Beaman Jacinto, Councilmember, Member

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS – **General Assembly** – *(Meetings are held at least once every year (usually in April or May).*

Megan Beaman Jacinto, Voting Delegate

COACHELLA/INDIO WASTE TRANSFER STATION JOINT POWERS AUTHORITY – *(Meetings held at as needed, at Coachella City Hall located at 1515 Sixth Street, Coachella.)*

Neftali Galarza, Councilmember, Board Member
Megan Beaman Jacinto, Councilmember, Board Member
Josie Gonzalez, Board Member, Alternate
Public Works Director, Staff

WASTE MANAGEMENT CONTRACT AMENDMENT - AD HOC COMMITTEE – *(Held as needed.)*

Megan Beaman Jacinto, Councilmember
Steven Hernandez, Mayor

NPDES TASK FORCE – *(Meetings held first Wednesday of each month at 10 a.m.)*

Environmental/Regulatory Program Manager, Member
Sanitary Superintendent, Member

CHAMBER OF COMMERCE LIAISON – *(Meetings held as needed)*

Josie Gonzalez, Mayor Pro Tem
Neftali Galarza, Councilmember
Assistant to the City Manager, Staff
Executive Assistant, Staff

JOINT WATER POLICY ADVISORY COMMITTEE MEETING – *(As needed at CVWD'S Coachella office, 85-995 Avenue 52, Coachella, Rummonds Training Room.)*

Steven Hernandez, Mayor, Member
Megan Beaman Jacinto, Councilmember, Member
Josie Gonzalez, Mayor Pro Tem, Alternate Member
Utilities Manager, Staff

COACHELLA VALLEY ANIMAL CAMPUS COMMISSION – *(Meetings held on 2nd Thursday, every three months (quarterly) at 9:30 a.m. at the Coachella Valley Animal Campus, 72-050 Pet Land Place, Thousand Palms, CA 92276)*

Denise Delgado, Councilmember, Member
City Manager, Staff

ENERGY CONSUMERS ADVISORY COMMITTEE – *(Meetings held at 6:00 p.m. on the 1st Monday of each month (unless that date falls on a holiday, then it will be held the following Monday). Committee members are appointed for four-year staggered terms and must reside in the IID boundary area for the Coachella Valley. Meetings shall be held, alternately, in the Imperial Irrigation District's William R. Condit Auditorium at 1285 Broadway, El Centro; and in Imperial Irrigation District Board Room, 81- 600 Avenue 58, La Quinta.*

Assistant to the City Manager, Member (Term Expires December 2022)
City Engineer, Member (Term Expires December 2024)
Public Works Director, Staff

COACHELLA VALLEY ENERGY COMMISSION – *(Meetings held at 4:00 p.m. on the second Thursday of each month. Meetings may be held at the IID Boardroom at its La Quinta Headquarters, 81-600 Avenue 58 La Quinta, or rotating at member agency locations. Commission members are appointed for one-year terms with no term limits, and must reside within the IID boundary area for the Coachella Valley. (New for 2021)*

Steven Hernandez, Mayor, Member (Term Expires December 2022)

COACHELLA VALLEY MOUNTAINS CONSERVANCY – *(Meetings held at 3:00 p.m. on the 2nd Monday of January, March, May, July, September and November at Conference Room 115, 73-710 Fred Waring Drive, Palm Desert. Terms are for 2-years. Appointees must be either the Mayor or a Councilmember.)*

Megan Beaman Jacinto, Councilmember, Member (Term Expires December 2022 – 2-year term)
Neftali Galarza, Councilmember, Alternate
Development Services Director, Staff, non-member

DILLON ROAD JOINT POWERS AUTHORITY – *Board Members are represented by the City Coachella, Twenty-Nine Palms Band of Mission Indians, and Cabazon Band of Mission Indians. Each director and alternate shall serve for a term of two (2) years. At least one regular meeting shall be held each fiscal quarter on the 2nd Thursday of each month at 3:00 p.m. at rotating locations of the member agencies.*

Steven Hernandez, as Member (Term Expires December 2022 – 2-year term)
Josie Gonzalez, as Member (Term Expires December 2022 – 2-year term)
Denise Delgado, as Alternate Member (Term Expires December 2022 – 2-year term)