



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

AGENDA

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

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

November 10, 2021
5:00 PM Closed Session
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:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
In re: Glenroy Coachella LLC, Debtor
US Bankruptcy Court, Central District – Los Angeles Division
Case No. 2:21-bk-11188-BB
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
Two (2) potential cases
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
One (1) potential case
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Castillo v. City of Coachella
Riverside Superior Court, Case No. RIC2002393
5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
In re: National Prescription Opiate Litigation
U.S. District Court, Case No. 1:17-CV-2804

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

APPROVAL OF MINUTES:

6. Regular Meeting Minutes of October 13, 2021, 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.
7. Special Meeting Minutes of a Coachella City Council Study Session held on September 18, 2021.

PROCLAMATIONS/PRESENTATIONS:

8. Presentation on Coronavirus (COVID-19) Response Efforts
9. Informational Presentation by the Coachella Valley Mosquito & Vector Control District regarding results from the Neighborhood Mosquito Control Treatments from the summer 2021 Application Series in Coachella

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.)

10. Voucher Listings — EFT's/Utility Billing Refunds/FY 2021-22 Expenditures as of November 10, 2021, \$1,836,566.84.
11. Ordinance No. 1185 Regarding Labor Peace Agreement Requirements for Cannabis Businesses (*Second Reading*)
12. Avenue 53 Re-zone Project

Ordinance No. 1187 (Change of Zone 21-02) to change the zone of approximately 50.6 acres of a 118-acre site from Manufacturing Service (M-S) to R-M Urban (20-38 du/ac). The site is located south of Ave 53, north of Ave 54, and west of Tyler St. (APN: 778-390-003, 778-390-004, 778-390-005, and 778-390-007). City-Initiated. (*Second Reading*)
13. Resolution No. 2021-64 Approving the Creation and Funding for a Full-Time Finance Manager position
14. Resolution 2021-65 Approving the Creation and Funding for a Full-Time Information Technology (IT) Technician
15. Resolution No. 2021-66, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 38084
16. Resolution No. 2021-67, a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

- [17.](#) Second Amendment to Professional Services Agreement with Lisa Wise Consulting, Inc. to prepare the City of Coachella - 6th Cycle Housing Element Update to the General Plan, in the amount of \$13,000.00 and authorize a re-allocation of SB-2 Grant funding for this Agreement as part of approved Housing-Related Tasks.
- [18.](#) Authorize award of a Professional Services Agreement with Southwest Protective Services, Inc. for Security Guard Services Project No. 081221.
- [19.](#) Amendment No. 1 to the Professional Services Agreement with KOA Corporations, Inc. for an amount of \$71,680.00 to provide PS&E and Right of Way Services for the improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93.
- [20.](#) Quarterly Reports - First Quarter FY 2021-2022
- [21.](#) Investment Report – August 2021
- [22.](#) Investment Report – September 2021
- [23.](#) Resolution No. 2021-70, a Resolution of the City Council of the City of Coachella adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection
- [24.](#) Resolution No. 2021-71, a Resolution of the City of Coachella City Council Authorizing the Purchase of Real Property from RMM Inv Capital for a Sales Price of \$369,000 Consisting of One Parcel Located at the Southwest Corner of Avenue 50 and Balboa Street for the Avenue 50 Widening Project (APN:768-160-001).
- [25.](#) Authorize Youth Commission Application deadline be extended until filled.
- [26.](#) Authorize City Manager to execute a Memorandum of Understanding between the City of Coachella, West Coast Arborists, Inc., and California Urban Forests Council for the Circle 4 Amplify the Urban Forest Project and all corresponding documents.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [27.](#) Provide staff direction for 2021 Hometown Heroes Honorees.
- [28.](#) Approve 2021 Coachella Holiday Parade theme and authorize appropriation from Undesignated General Fund Reserves for the Coachella Holiday Parade Event, in the amount of \$45,000.
- [29.](#) Purchase of Replacement Servers
- [30.](#) Adopt Resolution No. 2021-72 approving the 2021 City of Coachella Emergency Operations Plan.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [31.](#) Kismet Coachella Dispensary – A request to consider an appeal of Planning Commission’s decision to deny a 12-month Time Extension for Conditional Use Permit No. 305 to convert an existing vacant commercial tenant space into a 3,050 square foot cannabis dispensary with 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4,500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street. *(Continued from October 13, 2021)*
- [32.](#) Adopt Resolution No. 2021-69 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2022-23 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Bagdoura Park Phase III Rehabilitation Project
- [33.](#) Ordinance No. 1188 (Zoning Ordinance Amendment 21-04) amending the Coachella Municipal Code regarding Interim Outdoor Cannabis Cultivation. City-Initiated *(First Reading)*.
- [34.](#) American Desert LLC Multi-tenant Microbusiness Project
- a) Resolution No. 2021-73, Conditional Use Permit 342 proposes to convert an existing 18,960 square foot multi-tenant (12 units) industrial building into multi-tenant microbusiness at 86695 Avenue 54. (APN 764-280-011)
 - b) Ordinance No. 1189, Change of Zone No. 21-03 proposes to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.29 acre developed parcel located at 86695 Avenue 54. *(First Reading)*
 - c) Variance No. 21-04 to allow the proposed Industrial Park Overlay Zone on a project area less than a 10 acres, individual lot less than 5 acres, and a lot depth less than 220 feet.
- [35.](#) Ordinance No. 1190 (Zoning Ordinance Amendment 21-03) amending Sections 17.72.010 and 17.74.050 of Title 17 (ZONING) of the Coachella Municipal Code to regulate time extension requests for Architectural Review and Conditional Use Permits *(First Reading)*.

SUCCESSOR AGENCY:

- [36.](#) Resolution Nos. SA-2021-02, and SA-2021-03, Update Authorized Signers on the Agency’s LAIF Accounts due to Changes in Agency Staff
- [37.](#) Approval of Resolution No. SA-2021-04, Approving and Authorizing the Conveyance to the City by Grant Deed the Successor Agency’s Interest in 86-351 Avenue 52 Property

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 on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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1515 Sixth Street, Coachella, California
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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

October 13, 2021

5:00 PM Closed Session

6:00 PM Regular Meeting

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

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:07 p.m. by Mayor Hernandez in the Council Chamber at City Hall located at 1515 Sixth Street, Coachella.

ROLL CALL:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

City Treasurer Aviles and City Clerk Zepeda.

Absent: None.

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.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

Council adjourned into Closed Session at 5:07 p.m. to discuss the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 1293 6th St.
City Negotiator: City Manager and City Engineer
Negotiating Parties: Delshuham Investments, LLC
Under Negotiation: Price and Terms

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 50021 Balboa St.
City Negotiator: City Manager and Finance Director
Negotiating Parties: RMM Inv. Capital
Under Negotiation: Price and Terms

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
Two (2) Potential Cases

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
One (1) Potential Case

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

The City Council reconvened into open session at 6:33 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Martin led 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.

APPROVAL OF MINUTES:

5. Regular Meeting Minutes of September 8, 2021, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency

Motion: To approve the minutes as presented.

Made by: Mayor Pro Tem Gonzalez
Seconded by: Councilmember Delgado
Approved: 5-0, by a unanimous voice vote.

PROCLAMATIONS/PRESENTATIONS:

6. Presentation on Coronavirus (COVID-19) Response Efforts

(The two proclamations were taken out of order and given before the presentations.)

8. Fire Prevention Proclamation, "Learn the Sounds of Fire Safety"
9. Proclaiming Code Enforcement Officer Appreciation Week

Council resumed with the remaining presentations at this time.

7. Capital Improvement Projects Update
10. Update on City of Coachella Housing Element

WRITTEN COMMUNICATIONS:

Written communication received were announced as the items came forward for discussion.

CONSENT CALENDAR:

11. Voucher Listing — EFT's/Replacement Checks/Permit Refunds/Utility Billing Refunds/FY 2021-22 Expenditures as of October 13, 2021, \$4,894,265.53.
12. B-4 Ranch Change of Zone Project:

Ordinance No. 1183 (Change of Zone 20-07) to change the zoning from R-S (Single Family Residential) and R-M (Multiple Family Residential) to R-M Urban (20-38 du/ac), R-M General (20-25 du/ac), and Neighborhood Commercial (C-N) on approximately 56.9 acres of vacant, agricultural land located on the north side of Avenue 52, east and west of Education Way (APN: 763-060-048). City-Initiated. *(Second Reading)*
13. Resolution No. 2021-59, Acknowledging receipt of a report made by the Fire Chief of the Riverside County Fire Department regarding compliance with the annual inspection of certain occupancies pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.
14. Resolution No. 2021-63 approving an inflation adjustment for the Transportation Unified Mitigation Fee for 2021.
15. Approval of Art in Public Places Glazed Tile Mural by Marnie L. Navarro in the amount of \$20,000. Mural to depict the bond between parents and their children, and will be placed on the exterior wall space located on the corner of Vine Street and Seventh Street.

Written Communication: James R., via email 10/13/2021 3:25 PM – Opposed

16. Authorize the Development Services Department to advertise a Request for Qualifications (RFQ) for Professional Planning Consultant Services.
17. Investment Report – June 2021
18. Investment Report – July 2021

- 19. Authorize the City Manager to execute a Lease Agreement with Desert Recreation District for use of office space at City Hall.
- 20. Authorize the City Manager to execute Change Order #29 in an amount of \$171,777.27 by and between the City of Coachella and C.S. Legacy to install a polymer enhanced colored concrete crosswalks for the Grapefruit Blvd Urban Greening and Connectivity Project, City Project ST-123.

Written Communication: James R., via email 10/13/2021 3:25 PM – Opposed

- 21. Authorize appropriation from Undesignated General Fund Reserves for the Veterans’ Pancake Breakfast, in the amount of \$12,000, for an event to be held on Saturday, November 6, 2021, at Veterans’ Memorial Park.

Written Communication: James R., via email 10/13/2021 3:25 PM – Opposed

Motion: To approve per staff recommendation, Consent Calendar Items 11 through 21,

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

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- 22. Resolution No. 2021-62 approving a job title change for Streets Superintendent/Emergency Services Coordinator to Streets Supervisor and approving the salary scale for both the Parks Supervisor and Streets Supervisor at Grade 34.

Written Communication: James R., via email 10/13/2021 3:25 PM – Opposed

Motion: To approve per staff recommendation

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

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

23. Provide staff direction for 2021 Hometown Heroes Honorees.

Direction provided. Item to be brought back to the next meeting for a vote.

24. Approval of Art in Public Places Vietnam War Memorial Art Mural, to be installed at Veterans' Memorial Park, by Artist Autumn Martino (Artist - \$13,000) and Pedro Salcido (Artistic Director - \$1,000) for a Total Amount of \$14,000.

Public Comments: Susie del Toro, in-person – In Support
Mike Pierson, in person – In Support
Richard, in person – In Support
Rudy Gutierrez, in person – In Support (*along with 13 letters of support, see below*)
Yurema Arvizu, via Zoom – Opposed
Lesly Figueroa, via Zoom – Opposed
James R., via Zoom – Opposed

Written Communication: James R., via email 10/13/2021 3:25 PM – Opposed (*email forwarded to the Council, but not read aloud due to the author speaking in addition to submitting an email.*)
Roberto Diaz, via email 10/13/2021 5:26 PM – In Support
María De Anda, via email 10/13/2021 4:49 PM – In Support
Oralia Yaya Ortiz/Culturas Music & Arts, via email 10/13/2021 4:40 PM – In Support (*forwarded to the Council, but not read aloud (over 250 word count)*)
Julio Ramirez, via email - 10/13/2021 1:04 PM – Opposed

Letters of Support: Santos Castillo
Javier Villarreal
Charles Holland
Robert Briney
Roy Lagpacan
Manuel L. Alvarado
Janice Bowman
Vickie Paul
Veronica Brack
Richard Espinoza
Ameena Hosein
Randall Saucedo
John S. Rowman

Motion: To approve the latest version as recommended by the Coachella Valley Veterans

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Gonzalez
Approved: 3-0-2, by the following roll call vote:

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

Public Comments were moved up to this portion of the meeting being after the 8:00 hour:

- 1. James R. via Zoom

(After Public Comments, the City Council returned to the regular agenda at this point.)

- 25. Approval of Art in Public Places Mural of Dolores Huerta, Co-Founder of the United Farm Workers Association, by Michael Angelo Hernandez in the Amount of \$15,000. Mural to be placed on the wall facing Vine Street of Taqueria Jalisco on Sixth Street.

Public Comments: Delores Huerta, via Zoom – In Support
 Yurema Arvizu, via Zoom – Opposed
 David Damien Figueroa, via Zoom – In Support

Written Communication: James R., via email 10/13/2021 3:25 PM – Opposed
 Written Communication: Julio Ramirez, via email - 10/13/2021 1:04 PM – Opposed

Motion: To approve the original submission

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

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- 26. Avenue 53 Re-zone Project

- a) Resolution No. 2021-60, Environmental Assessment (EA 21-02) recommending the adoption of a Negative Declaration pursuant to the environmental review guidelines of the California Environmental Quality Act.
- b) Ordinance No. 1187, Change of Zone (CZ 21-02) to change the zone of approximately 50.6 acres of a 118-acre site from Manufacturing Service (M-S) to R-M Urban (20-38 du/ac). The site is located south of Ave 53, north of Ave 54, and west of Tyler St. (APN: 778-390-003, 778-390-004, 778-390-005, and 778-390-007) - *(First Reading)*

(Continued)

(Item 26, Resolution No, 2021-60, Ordinance No. 1187, first reading, – continued from previous page.)

Written Communication: James R., via email 10/13/2021 3:25 PM – Opposed

Mayor Hernandez re-opened the Public Hearing for Item 26 at 9:18 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 26 at 9:18 p.m.

Motion: To approve per staff recommendation

Made by: Councilmember Galarza

Seconded by: Mayor Pro Tem Gonzalez

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

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

27. Kismet Coachella Dispensary – A request to consider an appeal of Planning Commission’s decision to deny a **12-month Time Extension** for Conditional Use Permit No. 305 to convert an existing vacant commercial tenant space into a 3,050 square foot cannabis dispensary with 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4,500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street.

Mayor Hernandez re-opened the Public Hearing for Item 27 at 9:21 p.m.

Public Comment: Cheryl Thomas.

The Public Hearing remains open.

Motion: To **continue** item to October 27, 2021

Made by: Mayor Hernandez

Seconded by: Councilmember Delgado

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

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

With the time being after the 8:00 hour and per Resolution No. 2019-34, Public Comments were moved up (see page 6). There were no further comments at this time.

REPORTS AND REQUESTS:

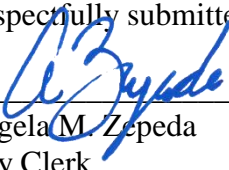
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:39 p.m.

Respectfully submitted,



Angela M. Zepeda
City Clerk



Coachella Library
 1500 Sixth Street, Coachella, California
 (760) 398-3502 ♦ www.coachella.org

MINUTES

OF A SPECIAL MEETING COACHELLA CITY COUNCIL STUDY SESSION

September 18, 2021
 8:00 AM

CALL TO ORDER:

The Study Session of the City Council of the City of Coachella began at 8:40 a.m. Mayor Pro Tem Gonzalez presiding.

ATTENDANCE:

Present: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, and Mayor Pro Tem Gonzalez.

Absent: Mayor Hernandez; and City Treasurer Aviles and City Clerk Zepeda.

STUDY SESSION ITEMS:


Said study session shall be for the purpose of discussing the following:

1. Strategic Planning Session, facilitated by City consultant Patrick Ibarra with The Mejorando Group.

ADJOURNMENT:

There being no further business, the meeting concluded at 2:40 p.m.

Respectfully submitted,



 Andrea J. Carranza, MMC
 Deputy City Clerk

[Note: Study Sessions are special meetings of the City Council that are conducted informally. No action is contemplated other than familiarization of the Council on specific topics and potential referral to a future agenda.]

apChkLst
10/12/2021 5:06:23PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
430	10/14/2021	00996	HOME DEPOT	2013418	9/27/2021	14IN ROLLING TOOL TOTE, 10	331.33	331.33
431	10/14/2021	24600	LOPES HARDWARE	010193	9/30/2021	TOOL BRUSH	17.57	
				010178	9/24/2021	GOPHER TRAP	13.04	30.61
432	10/14/2021	45104	WELLS FARGO BANK	2018549	10/4/2021	AC83925300, REV REF BOND	2,500.00	2,500.00
433	10/14/2021	53596	XTREME HEATING AND AIR	2185	9/30/2021	RPLC'D MOTOR & FAN BLADE	797.00	
				2179	9/30/2021	INSTLL'D ELECTRICAL BOX @	180.00	977.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:								3,838.94

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
111937	10/14/2021	45927	BARTEL ASSOCIATES, LLC 21-613	9/28/2021	AUG2021 ACTUARIAL CONSUL	2,200.00	2,200.00
111938	10/14/2021	52723	BRIGHT EVENT RENTALS, LLC(605555	9/20/2021	9/15-20 LINEN RNTLS	222.02	222.02
111939	10/14/2021	53423	CBE OFFICE SOLUTIONS IN2428123	10/5/2021	ACC #CC3502, COLOR COPIE	404.97	404.97
111940	10/14/2021	44725	CLEANSTREET 101264CS	9/30/2021	9/2+23 SPECIAL SWEEP SVC:	719.25	719.25
111941	10/14/2021	53220	COACHELLA ACE HARDWARE2523/1	9/28/2021	PL530 ADHSV KIT/BATH	34.76	34.76
111942	10/14/2021	01924	CONSOLIDATED ELECTRICAL3298-1006253	9/15/2021	55W LED WHT RND CANOPY	100.59	100.59
111943	10/14/2021	43636	CPRS 2021-22 Mbrshp	9/16/2021	MBRSHP RNWL: ID #139734-	145.00	145.00
111944	10/14/2021	49858	CV PIPELINE CORP. S2697	9/23/2021	STORM DRAIN SYSTEM MAIN	4,860.00	4,860.00
111945	10/14/2021	49806	DATA TICKET INC. 128876	9/9/2021	AUG2021 CODE ENF CITATIO	201.65	201.65
111946	10/14/2021	00118	DEPARTMENT OF TRANSPOR22002656	9/16/2021	AP-JN2021 TRAFFIC SIGNALS	2,660.39	2,660.39
111947	10/14/2021	02163	DEPT OF TOXIC SUBSTANCE:2021 EPA ID	9/27/2021	2021 VERIFICATION FEE- EPA	365.00	365.00
111948	10/14/2021	15750	FEDEX 7-525-69438	10/8/2021	SEP2021 FEDEX SVCS	5.99	5.99
111949	10/14/2021	51604	FRONTIER 3982369-SP21	9/25/2021	760/398-2369, 9/25/21	71.67	71.67
111950	10/14/2021	43672	FULTON DISTRIBUTING COME548192	9/29/2021	VACUUM UPRIGHT 12" EON	401.29	
			548197	9/29/2021	AIR FRESH MTN AIR METERE	192.55	
			548204	9/29/2021	S/O SIGN CLOSED FOR CLEA	69.60	
			548198	9/29/2021	CLOROX BLEACH & DISP TLT	54.42	717.86
111951	10/14/2021	51494	GARDA CL WEST, INC. 10659776	10/1/2021	OCT2021 CASHLINK MAINTEN	1,099.22	
			10659760	10/1/2021	OCT2021 ARMORED TRANSP	869.39	1,968.61
111952	10/14/2021	25500	GRANITE CONSTRUCTION CO(2098329	9/14/2021	SS1-H TON	1,312.40	1,312.40
111953	10/14/2021	20450	IMPERIAL IRRIGATION DISTRI50408460-SP21	9/29/2021	AC50408460, 8/26-9/24, WELL	9,828.28	
			50035755-SP21	9/29/2021	AC50035755, 8/26-9/24, PUMP	5,410.38	
			50459796-SP21	9/29/2021	AC50459796, 8/26-9/24	74.30	
			50459819-SP21	9/29/2021	AC50459819, 8/26-9/24	67.89	
			50434217-SP21	9/29/2021	AC50434217, 8/26-9/24	60.92	
			50459795-SP21	9/29/2021	AC50459795, 8/26-9/24	51.45	
			50522793-SP21	9/29/2021	AC50522793, 8/26-9/27, SCAD	13.95	15,507.17
111954	10/14/2021	45108	IMPERIAL SPRINKLER SUPPL4823824-00	9/15/2021	RAINBIRD 2" PLASTIC INLINE	357.10	
			4827465-00	9/17/2021	RAINBIRD 6" POP UP BODY	115.65	
			4830473-00	9/21/2021	30GAL TRASH CAN W/ SCOO	72.24	
			4823285-00	9/15/2021	1" BRASS BALL VALVE, ETC	13.92	558.91
111955	10/14/2021	47328	KONICA MINOLTA 38623770	10/2/2021	ACC 061-0042081-000, SEPT2	67.43	67.43
111956	10/14/2021	45051	LAMAR OF PALM SPRINGS 112849447	9/6/2021	9/6-10/3 POSTER ADVERTISIN	1,000.00	1,000.00
111957	10/14/2021	52102	LEADERSHIP COUNSEL FOR .Refund	10/6/2021	DEPOSIT REFUND- LIBRARY	300.00	300.00
111958	10/14/2021	50501	LIVESCAN MGMT GROUP, INC09282021COC	9/28/2021	4X6 BANNERS (MOVIES IN TH	626.40	626.40

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
111959	10/14/2021	54386	MARTINEZ, BONIFACIO	Refund	10/6/2021	DEPOSIT REFUND- COMMUN	150.00	150.00
111960	10/14/2021	47192	O'REILLY AUTO PARTS	2855-370552	9/20/2021	SIDE MOUNT	2,129.75	
				2855-373393	9/29/2021	FAN ASSEMBLY	208.46	
				2855-373207	9/29/2021	FAN CLUTCH & HOOD SUPPC	120.98	
				2855-370551	9/20/2021	DEE ZEE-NERF/STEP	-440.32	2,018.87
111961	10/14/2021	01736	PALM SPRINGS PUMP, INC.	21-3909	9/27/2021	9/23 SVC CALL @ BGDMA PAI	125.00	125.00
111962	10/14/2021	53427	PASTION INDUSTRIES, INC.	036001	9/27/2021	OT-DC2021 FIRE ALARM/RAD	200.00	200.00
111963	10/14/2021	02028	PETE'S ROAD SERVICE, INC.	530516-00	9/23/2021	MOUNT/BALANCE NEW TIRE.	557.61	
				532054-00	9/28/2021	FLAT REPAIR	29.11	586.72
111964	10/14/2021	42443	RDO EQUIPMENT CO.	P6202545	9/23/2021	HYDRAULIC	2,897.76	2,897.76
111965	10/14/2021	53736	RG2 MANAGEMENT LLC	2740	9/29/2021	WE 9/26: J. VALENZUELA	648.00	
				2750	10/5/2021	WE 10/3: L. VALENZUELA	489.24	
				2747	10/5/2021	WE 10/3: J. AGUIRRE	216.00	
				2730	9/21/2021	WE 9/19: J. VALENZUELA	216.00	
				2749	10/5/2021	WE 10/3: K. MEDINA	1,080.00	
				2741	9/29/2021	WE 9/26: RAMIREZ+VALENZU	769.50	3,418.74
111966	10/14/2021	50340	ROYAL GYM SERVICES	6266	9/29/2021	INSTLL'D BIKE & ELLIPTICAL	149.57	149.57
111967	10/14/2021	35450	SOCALGAS	1540 7th-SP21	9/27/2021	AC 008 423 3900 4, 8/23-9/23	78.87	
				1377 6th-SP21	9/27/2021	AC 012 623 3701 5, 8/23-9/23	72.66	
				87075Av54-SP2	9/27/2021	AC 123 573 5834 5, 8/23-9/23	60.27	
				1515 6th-SP21	9/27/2021	AC 031 523 3700 6, 8/23-9/23	21.49	
				1500 6th-SP21	9/27/2021	AC 020 678 1257 4, 8/23-9/23	19.31	
				BagPool-SP21	9/27/2021	AC 069 323 6500 7, 8/23-9/23	15.29	
				84626Bag-SP21	9/27/2021	AC 153 323 6215 9, 8/23-9/23	15.29	283.18

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
111968	10/14/2021	52595	STAPLES BUSINESS CREDIT	7339597167-0-1	9/17/2021	XEROX 6510/15 BLACK TONE	406.68	
				7340421122-0-1	9/28/2021	CARDER CHAIR, HOLMES 4IN	347.01	
				7339486845-0-1	9/15/2021	STAPLES COPY CS, ENV INTI	335.11	
				7340103983-0-1	9/23/2021	SPLS REC COPY CS, SHARPI	279.49	
				7339042780-0-1	9/9/2021	SPLS REC COPY CS, MEMO E	203.25	
				7339597167-0-3	9/17/2021	TRED REM XER HYCYN TR, E	118.85	
				7338582090-0-1	9/1/2021	SPLS HD FLIP CHART/EASEL	81.65	
				7339354742-0-1	9/14/2021	TRED REM HP 62XL BLK/62CI	81.54	
				7339597167-0-2	9/16/2021	TRED REM XER HYYEL TR	74.21	
				7340476775-0-1	9/29/2021	MS SCULPT ERGO MOUSE	56.54	
				7338582090-0-2	9/1/2021	RESTICKABLE EASEL PAD, E'	53.70	
				7338582367-0-1	9/1/2021	HONEYWELL TURBOFORCE,	43.26	
				7339620669-0-1	9/17/2021	SWIFFER DUSTER REFILLS,	36.84	
				7339486845-0-2	9/16/2021	MS SCULPT COMFORT MOUS	35.44	
				7340378068-0-1	9/28/2021	KLEENEX FACIAL TISSUE & P	31.84	
				7340378135-0-1	9/28/2021	KLEENEX FACIAL TISSUE & P	31.84	
				7339354742-0-2	9/14/2021	SPLS HD CLR TAPE, ETC	18.45	
				7340421122-0-2	9/28/2021	TR SPRL NTBK	14.13	2,249.83
111969	10/14/2021	00102	SUNLINE TRANSIT AGENCY	INV05357	9/30/2021	SEP2021 CNG FUEL	886.73	886.73
111970	10/14/2021	01936	THE PUBLIC RECORD	25330	9/15/2020	9/8+15 NOTICE OF PUBLIC HI	150.00	150.00
111971	10/14/2021	42289	TIME WARNER CABLE	0037022092821	9/28/2021	AC 8448 20 899 0037022, OCT	2,221.17	2,221.17
111972	10/14/2021	38250	TOPS N BARRICADES	1090115	9/28/2021	9/17-27 CHNGBLE MSG SIGN	2,580.00	2,580.00
111973	10/14/2021	44966	VERIZON WIRELESS	9889024083	9/22/2021	AC571164685-00001, 8/23-9/22	46.03	46.03
111974	10/14/2021	44775	VISTA PAINT CORPORATION	2021-231547-00	10/6/2021	UNIPRIME WHITE	405.59	405.59

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
111975	10/14/2021	49778	WEST COAST ARBORIST, INC	177281	9/9/2021	PE9/9 TREE MAINT @ LLMD	5,307.50
				177277	9/4/2021	PE9/4 TREE MAINT @ LLMD	4,688.00
				177282	9/10/2021	PE9/10 TREE MAINT @ LLMD	3,082.00
				177293	9/15/2021	PE9/15 TREE MAINT @ STRE	2,544.00
				176874	8/27/2021	PE8/27 TREE MAINT @ LLMD	2,252.00
				177273	9/1/2021	PE9/1 TREE MAINT @ LLMD	2,250.00
				176872	8/23/2021	PE8/23 TREE MAINT @ LLMD	1,976.00
				176873	8/25/2021	PE8/25 TREE MAINT @ LLMD	1,904.00
				177280	9/8/2021	PE9/8 TREE MAINT @ LLMD	1,500.00
				177274	9/2/2021	PE9/2 TREE MAINT @ LLMD	1,472.00
				177285	9/15/2021	PE9/15 TREE MAINT @ STRE	900.00
				177283	9/13/2021	PE9/13 TREE MAINT @ LLMD	675.00
				177275	9/3/2021	PE9/3 TREE MAINT @ LLMD	600.00
				176875	8/31/2021	PE8/31 TREE MAINT @ LLMD	572.00
				176871	8/17/2021	PE8/17 TREE MAINT @ LLMD	225.00
				177279	9/7/2021	PE9/7 TREE MAINT @ LLMD	225.00
				177278	9/6/2021	PE9/6 TREE MAINT @ LLMD	104.00
							30,276.50
111976	10/14/2021	42100	ZUMAR INDUSTRIES INC	94547	9/23/2021	SOLAR CONTROLLER W/ SCI	1,624.90
				94548	9/23/2021	SOLAR CONTROLLER W/ SCI	1,624.90
				94519	9/17/2021	SPECIAL DIGITAL FRAMED	1,364.69
							4,614.49
Sub total for WELLS FARGO BANK:							87,310.25

44 checks in this report.

Grand Total All Checks: 91,149.19

Date: October 14, 2021



Finance Director: Nathan Statham


Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
111977	10/21/2021	54393	BACILIO, NANCY	Ref000221918	10/18/2021	UB Refund Cst #00041245	93.72	93.72
111978	10/21/2021	54395	DARLING, KALE	Ref000221920	10/18/2021	UB Refund Cst #00052740	96.62	96.62
111979	10/21/2021	54396	DR HORTON	Ref000221921	10/18/2021	UB Refund Cst #00053372	46.42	46.42
111980	10/21/2021	54397	DR HORTON	Ref000221922	10/18/2021	UB Refund Cst #00053374	41.74	41.74
111981	10/21/2021	54398	DR HORTON	Ref000221923	10/18/2021	UB Refund Cst #00053379	57.50	57.50
111982	10/21/2021	54399	DR HORTON	Ref000221924	10/18/2021	UB Refund Cst #00053383	62.46	62.46
111983	10/21/2021	54392	GARCIA, EKNAR	Ref000221917	10/18/2021	UB Refund Cst #00037596	473.64	473.64
111984	10/21/2021	54391	GARCIA, RICHARD	Ref000221916	10/18/2021	UB Refund Cst #00034320	30.41	30.41
111985	10/21/2021	54394	MEZA, MAILENE	Ref000221919	10/18/2021	UB Refund Cst #00051827	73.00	73.00
Sub total for WELLS FARGO BANK:								975.51

9 checks in this report.

Grand Total All Checks: 975.51

Date: October 21, 2021



Finance Director: Nathan Statham

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10/20/2021 1:22:19PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
434	10/21/2021	53779	JONES, ROACH & CARINGELL2021-087	8/10/2021	COACHELLA V. LAI- POST AP	10,200.00	10,200.00
435	10/21/2021	54400	US BANK 6274354	9/24/2021	COACHELLA FIN AUTH LEASE	3,245.00	3,245.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							13,445.00

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
111986	10/21/2021	01436	AMERICAN FORENSIC NURSE74932	8/31/2021	JUN-AUG2021 BLOOD DRAW:	805.00	805.00
111987	10/21/2021	54198	ARCURI, LETICIA Refund	10/13/2021	DEPOSIT REFUND- COMMUN	150.00	150.00
111988	10/21/2021	54389	AVSU, INC. INV-8996	10/4/2021	10/14-15 TELEPROMPTER SV	1,061.63	1,061.63
111989	10/21/2021	52613	BALLET FOLKLORICO SOL DE150	10/5/2021	10/23 PERFORMANCE @ TTC	700.00	700.00
111990	10/21/2021	00836	BIO-TOX LABORATORIES 41724	9/16/2021	LAB SERVICES: 7/23, 8/10+23	1,489.00	
			41723	9/16/2021	LAB SERVICE: 8/23	141.00	1,630.00
111991	10/21/2021	43634	CACEO 200018510	10/19/2021	CCEO APP FEE- R. ROSALES	200.00	200.00
111992	10/21/2021	53038	CDS OFFICE INTERIORS LLC 10590	10/14/2021	SPECIAL ORDER STAMP	86.99	86.99
111993	10/21/2021	08970	COACHELLA VALLEY BOXING 0721	7/1/2021	JULY2021 BOXING CLUB SER	2,500.00	
			0821	8/1/2021	AUG2021 BOXING CLUB SER'	2,500.00	
			0921	9/1/2021	SEPT2021 BOXING CLUB SEF	2,500.00	
			1021	10/1/2021	OCT2021 BOXING CLUB SER'	2,500.00	10,000.00
111994	10/21/2021	54135	DEL VALLE INFORMADOR INC2021-183	10/6/2021	10/7 AD: DANOS TU OPINION	500.00	500.00
111995	10/21/2021	54233	DJ2A ENTERTAINMENT 10/23 Event	9/29/2021	10/23 DJ @ TTC FESTIVAL	300.00	300.00
111996	10/21/2021	49635	EISENHOWER MEDICAL CEN Aug 2021	9/13/2021	AC #700000133, AUG2021 SV	1,200.00	1,200.00
111997	10/21/2021	44713	FARMER BROTHERS CO. 85672665	10/8/2021	COFFEE, CUPS & CREAMER	444.75	
			85672570	9/28/2021	CREAMER	90.12	534.87
111998	10/21/2021	53854	GRANITE TELECOMMUNICAT 533298507	9/1/2021	AC 04418223, SEPT2021 SVC:	814.44	
			536076627	10/1/2021	AC 04418223, OCT2021 SVCS	809.66	1,624.10
111999	10/21/2021	54390	KING OF JUMPERS 1411	9/21/2021	10/27 DRD HALLOWEEN EVEI	1,000.00	1,000.00
112000	10/21/2021	53830	LOPEZ, YOLANDA M. Edu Reimb	10/14/2021	FY21/22 EDUCATION REIMBU	4,975.00	4,975.00
112001	10/21/2021	50472	MONTOYA, JOSE Reimb	10/14/2021	REIMBURSEMENT FOR WOR	250.11	250.11
112002	10/21/2021	51899	MONTOYA, ROSA Reimb	10/14/2021	REIMBURSEMENT FOR WOR	148.93	148.93
112003	10/21/2021	42112	NRO ENGINEERING 10-21-022	9/30/2021	PE9/30 PLNCK, TR 32074:#13	10,710.00	
			10-21-020	9/30/2021	PE9/30 PLNCK, LA COLONIA I	4,284.00	
			10-21-016	9/30/2021	PE9/30 PLNCK, BELLISSIMA:#	2,945.25	
			10-21-021	9/30/2021	PE9/30 PLNCK, JOOLIES TWC	1,606.50	
			10-21-019	9/30/2021	PE9/30 PLNCK, LA COLONIA:#	940.75	
			10-21-018	9/30/2021	PE9/30 PLNCK, TR 31978-1:#1	262.50	
			10-21-017	9/30/2021	PE9/30 PLNCK, TR 38084:#13	144.50	20,893.50
112004	10/21/2021	51847	PARTY TIME RENTALS 30	10/14/2021	10/23 MECHANICAL BULL/JUM	796.00	796.00
112005	10/21/2021	49989	PAUL ASSOCIATES 85576	10/4/2021	BUSINESS CARDS: N. GOMEZ	97.90	97.90
112006	10/21/2021	54387	PRESIDIO COMMUNICATIONS2011	9/1/2021	PE9/30 COMMUNICATIONS &	9,075.00	9,075.00
112007	10/21/2021	52344	QUADIENT FINANCE USA, INCCD 10/12/21	10/12/2021	SEPT2021 POSTAGE BY PHO	1,538.53	1,538.53
112008	10/21/2021	53736	RG2 MANAGEMENT LLC 2756	10/12/2021	WE 10/10: K. MEDINA	1,040.85	1,040.85

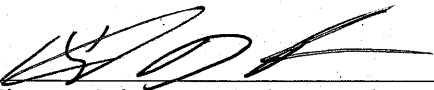
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112009	10/21/2021	52203 RUIZ, XITLALY	1	10/14/2021	10/23 MC @ TTC FESTIVAL	500.00	500.00
112010	10/21/2021	50827 SDC SOUND COMPANY LLC	1061	9/29/2021	10/15 STAGE/SOUND- STATE	9,711.00	9,711.00
112011	10/21/2021	35000 SMART & FINAL	085599	10/12/2021	CREAMER, SUGAR, CUPS, E	159.62	159.62
112012	10/21/2021	52595 STAPLES BUSINESS CREDIT	7338887414-0-1	9/8/2021	STPLS HD VIEW BINDER 2IN,	141.40	
			7338585706-0-1	9/3/2021	FILE FOLDER & GW FILE PKT	50.10	191.50
112013	10/21/2021	44519 TORRES, MANNY	202102221	9/22/2021	10/23 PERFORMANCE @ TTC	1,200.00	1,200.00
112014	10/21/2021	50590 TOUCHTONE COMMUNICATIO	1394004	10/1/2021	AC 1100006871, OCT2021	6.89	6.89
112015	10/21/2021	52929 TRUJILLO, ANTHONY	1023210	9/21/2021	10/23 PERFORMANCE @ TTC	1,800.00	1,800.00
112016	10/21/2021	44966 VERIZON WIRELESS	9889604253	10/1/2021	AC371867190-00002, 9/2-10/1	284.32	284.32
112017	10/21/2021	01613 YEPIZ, ANA C.	Refund	10/13/2021	DEPOSIT REFUND- COMMUN	300.00	300.00
Sub total for WELLS FARGO BANK:							72,761.74

34 checks in this report.

Grand Total All Checks: 86,206.74

Date: October 21, 2021



Finance Director: Nathan Statham

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10/27/2021 12:04:48PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
448	10/27/2021	49809	RAICES CULTURA	Sponsorship	10/26/2021	2021 DIA DE LOS MUERTOS €	15,000.00	15,000.00
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							15,000.00	

1 checks in this report.

Grand Total All Checks: 15,000.00

Date: October 27, 2021



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
436	10/28/2021	53291	ANGENIOUS ENGINEERING 19-07A-011	9/30/2021	PE9/30 AVE 50 BRIDGE	18,739.88	
			19-03-029	9/30/2021	PE9/30 DILLON RD BRIDGE	9,754.17	28,494.05
437	10/28/2021	53218	ASSOCIATION OF CALIFORNI,2022 Dues	9/29/2021	2022 ACWA MEMBERSHIP DL	17,855.00	17,855.00
438	10/28/2021	53391	BSK ASSOCIATES RE00791	8/31/2021	JUNE-AUG2021 WASTEWATE	4,069.50	
			RE00884	9/30/2021	AUG-SEP2021 WATER SAMPL	576.00	4,645.50
439	10/28/2021	02320	CALPERS 10000001659117	10/14/2021	#6373819375, NOV2021 HEAL	90,151.03	
			10000001659117	10/14/2021	#6373819375, NOV2021 HEAL	11,645.06	101,796.09
440	10/28/2021	42500	DEKRA-LITE INDUSTRIES, INC ARINV014560	10/6/2021	3' CLASSIC WREATHS	1,629.51	
			ARINV014558	10/6/2021	SMD LED C9 FACETED BULB	1,601.39	
			ARINV014556	10/6/2021	COOL WHITE LED MINI LIGHT	1,539.78	
			ARINV014559	10/6/2021	COOL WHITE LED MINI LIGHT	1,539.78	
			ARINV014557	10/6/2021	UNIVERSAL LIGHT CLIP	624.87	
			ARINV014693	10/15/2021	C9 GREEN WIRE	513.91	7,449.24
441	10/28/2021	00207	GRAINGER INC 9057588585	9/17/2021	PUMP REPAIR KIT, HARD HAT	1,649.10	
			9069139450	9/29/2021	POWER TRANSMISSION SUP	13.62	1,662.72
442	10/28/2021	00996	HOME DEPOT 5015102	10/14/2021	DEWALT GAS PRESSURE WA	765.56	
			5172293	10/14/2021	100' CONTRACTOR FARM HO	308.58	
			5015059	10/14/2021	LAUNDRY TUB, ULTIMATE QL	184.80	
			2172233	10/7/2021	ALUM FLASHLIGHT, DUAL CC	135.81	
			8163278	9/21/2021	CHAIN LINK LINE POST, ALUM	120.83	
			6163306	9/23/2021	EXTREME WET PATCH, MAS	69.96	
			6013003	9/23/2021	QUIKRETE QUICK SETTING C	51.67	
			9012671	9/20/2021	24PC SOCKET WRENCH SET	29.33	1,666.54
443	10/28/2021	24600	LOPES HARDWARE 010048	9/3/2021	PADLOCKS, NOZZLES, BOLTS	320.85	320.85
444	10/28/2021	53552	QUENCH USA, INC. INV03455187	10/1/2021	AC D347648, OCT2021 RNTL,	32.63	
			INV03440383	9/23/2021	AC D347652, OCT2021 RNTL,	32.63	
			INV03463118	10/1/2021	AC D347651, OCT2021 RNTL,	32.63	97.89
445	10/28/2021	48436	UNIVAR SOLUTIONS USA INC.49458822	9/16/2021	SODIUM HYPOCHLORITE	5,556.54	
			49453569	9/14/2021	SODIUM BISULFITE	5,248.72	10,805.26
446	10/28/2021	54232	USIO, INC. 59805	6/30/2021	PRINTING & FULFILLMENT OI	246.17	246.17

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
447	10/28/2021	51697	WESTERN WATER WORKS S	1402935-00	9/8/2021	SOFT COPPER TUBING 100F	1,740.00
				1403050-00	9/22/2021	SOFT COPPER TUBING 100F	1,740.00
				1403025-00	9/17/2021	MTR ADAPTER COMPACT BO	788.11
				1403025-01	9/30/2021	3/4"X1" MTR ADAPTER	744.94
				1402953-00	9/9/2021	CPLG INSTA-TITE, BRZ BUSH	430.54
				1403102-00	9/28/2021	DI BLIND FLG, SS BOLT W/ BI	338.65
				1403088-00	9/27/2021	PIPE BEVELING TOOL, BRZ C	299.50
				1403108-00	9/30/2021	DI BLIND FLG 6H	170.08
				1403082-00	9/27/2021	MJ RESTRAINT W/ ACC C900	66.77
				1402961-00	9/9/2021	COPPER CPLG SXS LESS ST	33.72
				1403136-00	10/1/2021	SOFT COPPER TUBING 100F	1,755.12
							8,107.43
						T FOR WELLS FARGO BANK -SEPARATE CHECK:	183,146.74

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112018	10/28/2021	53760	ACCURATE OVERHEAD DOOF13676	7/27/2021	RPR'D DOORS @ FIRE STATI	2,615.00	2,615.00
112019	10/28/2021	42837	ARAMARK UNIFORM SERVICE23864014	9/25/2021	WEARTEC POLO W/ EMBROI	71.71	71.71
112020	10/28/2021	46355	BEN CASTILLO PAINTING INC 1853	10/13/2021	RESTROOM EXTERIOR PAINT	2,429.00	
			1855	10/13/2021	ARCH STRUCTURE PAINTING	2,390.00	
			1856	10/13/2021	ARCH STRUCTURE PAINTING	2,255.00	
			1854	10/13/2021	GAZEBO PAINTING @ LIBRAF	1,680.00	8,754.00
112021	10/28/2021	43714	BL WILSON BACKHOE SERVI(202130	8/26/2021	RPR'D 12" DI PIPE @ LIFT ST/	4,700.00	4,700.00
112022	10/28/2021	43862	BRENNTAG PACIFIC, INC BPI183218	9/28/2021	CHEMCHLOR SODIUM HYPO	2,195.90	
			BPI183219	9/28/2021	CHEMCHLOR SODIUM HYPO	2,195.90	
			BPI180126	9/17/2021	CHEMCHLOR SODIUM HYPO	1,343.89	
			BPI332170	9/17/2021	9/17 DRUM RETURN	-440.00	
			BPI332645	9/30/2021	9/28 DRUM RETURN	-840.00	4,455.69
112023	10/28/2021	44494	BURRTEC WASTE & RECYCLIBD 10/1/21	10/1/2021	AC 44-BS 405340, 85075 AVE	89.98	89.98
112024	10/28/2021	01684	C.V. ECONOMIC PARTNERSHI2842	10/10/2021	2021 SUMMIT SPONSORSHIP	3,000.00	3,000.00
112025	10/28/2021	53423	CBE OFFICE SOLUTIONS IN2433032	10/20/2021	ACC #CC3502, COLOR COPIE	1,000.79	1,000.79
112026	10/28/2021	02048	CDW GOVERNMENT, INC. L984427	10/11/2021	LOGITECH C920S PRO HD W	354.91	354.91
112027	10/28/2021	53426	CELL BUSINESS EQUIPMENT 74249863	10/23/2021	ACC 1338330, 10/15-11/14, SH	581.50	581.50
112028	10/28/2021	02273	CLAIREMONT EQUIPMENT 40118701	9/15/2021	9/15 DUMP TRUCK RNTL	410.64	410.64

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112029	10/28/2021	53220	COACHELLA ACE HARDWARE	2612/1	10/14/2021	TABLE FOLD IN HALF 6', ETC	554.11
				2577/1	10/7/2021	KNEE PAD, MARKING PAINT,	276.56
				2552/1	10/2/2021	DW 20V MAX BATT 2PK	250.11
				2449/1	9/14/2021	MANURE FRK 5TN ASH HNDL	209.01
				2500/1	9/23/2021	ACE GLOVES, SAFETY GLS F	90.21
				2489/1	9/22/2021	U-POST LT DUTY 4FT	65.14
				2572/1	10/6/2021	TOOLBOX TSTAK EXPANSION	64.56
				2490/1	9/22/2021	INFLATOR GUN, HOSE AIR, E	59.77
				2467/1	9/16/2021	SMARTFLO MAX HOSE, MECI	58.03
				2536/1	9/30/2021	UNTHD ROD CR STL, BAR FL	56.67
				2510/1	9/24/2021	CORD EXTN & PWR STRIP 6	51.72
				2446/1	9/13/2021	10GAL TRASH CAN, GLOVES	48.87
				2520/1	9/28/2021	MARK PAINT IC SB FLR GRN	46.92
				2629/1	10/15/2021	RUST REMOVER & GOO GON	41.30
				2555/1	10/4/2021	ENERGZR MAX BATT 9V, ETC	34.95
				2547/1	10/1/2021	BOAT HOOK TELESCOPE	34.79
				2546/1	10/1/2021	BLADE TREE PRUNE 12", BBO	30.20
				2614/1	10/14/2021	SPRYPNT ACE GLS WHT, ETC	22.84
				2533/1	9/29/2021	BOLT U SQ	21.71
				2534/1	9/29/2021	GARDEN HOSE & POCKET H	102.20
							2,119.67
112030	10/28/2021	52375	CORE & MAIN LP	P605524	9/16/2021	36" HOOK, STAINLESS PROBI	234.19
				P640495	9/22/2021	THK RUBBER MTR WASHERS	92.44
							326.63
112031	10/28/2021	00749	COUNTY OF RIVERSIDE	SH0000039660	10/13/2021	8/26-9/22 LAW ENFORCEMEN	629,523.26
112032	10/28/2021	11800	COUNTY OF RIVERSIDE	AN0000002320	10/25/2021	SEPT2021 ANL SHLTR+FIELD	28,273.73
							28,273.73
112033	10/28/2021	49858	CV PIPELINE CORP.	S2691	9/15/2021	9/9 VIDEO (LINE LOCATING)	420.00
							420.00
112034	10/28/2021	48603	CV STRATEGIES	6402	10/6/2021	SEP2021 STRATEGIC COMM	9,635.78
							9,635.78
112035	10/28/2021	09950	CVWD	Aug 2021	9/1/2021	CN 332543, AUG2021 WELL R	57,967.76
							57,967.76
112036	10/28/2021	50103	D&H WATER SYSTEMS	I 2021-1073	9/21/2021	K IODIDE (1LB BOTTLE)	523.41
				I 2021-1106	9/29/2021	ACID 1GAL	418.38
							941.79
112037	10/28/2021	12870	DEPARTMENT OF JUSTICE	541159	10/7/2021	JUNE2021 BLOOD ALCOHOL,	245.00
				541111	10/7/2021	SEPT2021 BLOOD ALCOHOL,	210.00
							455.00
112038	10/28/2021	53389	DESERT CONCEPTS CONSTR	20761	9/14/2021	8/10-11 EMRGNCY WTR LINE	22,295.00
							22,295.00
112039	10/28/2021	52970	DESERT POOL SPECIALISTS,	125821	10/1/2021	OCT2021 FOUNTAIN SVCS	400.00
							400.00
112040	10/28/2021	52568	EGAN CIVIL, INC.	21265	10/14/2021	PE9/30 PUEBLO VIEJO TRAN:	11,608.88
				21222	9/6/2021	PE8/31 PUEBLO VIEJO TRAN:	7,810.00
							19,418.88

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112041	10/28/2021	44088	FERGUSON ENTERPRISES, I	9/24/2021	CCY LF .25 GPM 2HDL P/BTN	461.47	461.47
112042	10/28/2021	54402	FINEST TOUCH DESIGNS 1001	10/20/2021	DEPOSIT- DOLORES HUERT/	7,500.00	7,500.00
112043	10/28/2021	54132	FLAT BLACK ART SUPPLY INC	10/20/2021	DEPOSIT- VIETNAM VETERAI	7,000.00	7,000.00
112044	10/28/2021	43672	FULTON DISTRIBUTING COMF	10/4/2021	S/O CLNR DISINFECT PINE P	748.50	
			549661	10/14/2021	NITRILE GLOVES, URINAL SC	523.99	
			548898	10/6/2021	CLEANER M/P LAVENDER XC	141.11	1,413.60
112045	10/28/2021	51494	GARDA CL WEST, INC.	9/30/2021	SEPT2021 EXCESS PREMISE	569.06	
			20500065	9/30/2021	SEPT2021 EXCESS PREMISE	42.35	611.41
			20500054	9/30/2021	SEPT2021 EXCESS PREMISE		
112046	10/28/2021	01864	HAAKER EQUIPMENT COMPAC	9/22/2021	6" DEBRIS BASKET, DEBRIS (724.28	724.28
112047	10/28/2021	20150	HYDRO AG SYSTEMS	9/23/2021	PVC PIPE CUTTER & FLUSH (148.79	148.79
112048	10/28/2021	45108	IMPERIAL SPRINKLER SUPPL	9/28/2021	HUNTER ULTRA 4" POP-UP AI	946.88	
			4800822-01	9/28/2021	HUNTER 1" GLASS FILLED N	317.44	
			4831752-00	9/28/2021	ALLIANCE TRANSFORMER 3(163.10	
			4824845-00	9/16/2021	KNEE PAD, SYRINGE SUCKEI	157.89	
			4794782-01	9/28/2021	HUNTER 1" GLASS FILLED N	63.48	
			4827402-00	9/17/2021	10" METERMAN MEASURING	54.36	1,703.15
112049	10/28/2021	52738	JNS MEDIA SPECIALISTS	10/19/2021	ARPA CAMPAIGN SVCS	7,500.00	7,500.00
112050	10/28/2021	23100	KAMAN INDUSTRIAL TECHNOZ	9/22/2021	EUR 06413285 R/R/47 IOS 1.	192.88	192.88
112051	10/28/2021	45051	LAMAR OF PALM SPRINGS	10/4/2021	10/4-24 VINYL+DIGITAL AD: O	3,100.00	
			112952375	10/11/2021	10/11-24 BULLETIN AD: OCTO	1,250.00	
			112952371	10/4/2021	10/4-31 POSTER ADVERTISIN	1,000.00	5,350.00
112052	10/28/2021	50190	LINKO DATA SYSTEMS, INC.	9/22/2021	SEP2021-AUG2022 ANNUAL S	5,510.00	5,510.00
112053	10/28/2021	54160	N CONSTRUCTION INC.	10/4/2021	PAINTING AT CORPORATE YA	6,500.00	6,500.00
112054	10/28/2021	49482	NAPA AUTO PARTS	6/24/2021	COUPLER, GIANT FUNNEL, IM	382.10	
			210598	9/30/2021	CABLE TIE, TAPE & CERAMIC	42.38	424.48
112055	10/28/2021	49990	NORTHERN SAFETY CO., INC	9/22/2021	TRAFFIC CONE HOLDER	111.22	111.22
112056	10/28/2021	01736	PALM SPRINGS PUMP, INC.	9/27/2021	7/19 SVC CALL @ WELL #18	490.00	490.00
112057	10/28/2021	42433	POOL & ELECTRICAL PRODU	10/6/2021	SPA DEFOAMER	311.32	311.32
112058	10/28/2021	46837	PRECISION BACKFLOW	9/9/2021	BACKFLOW TESTING	4,900.00	
			PBF161717	9/9/2021	BACKFLOW TESTING	4,900.00	
			PBF161718	9/9/2021	BACKFLOW TESTING	4,900.00	
			PBF161719	9/9/2021	INSTLL'D THEFT PRVNTN EN	1,738.00	11,538.00
112059	10/28/2021	52306	QUINN COMPANY	10/7/2021	9/15-30 SKID STEER RNTL	616.00	
			18965901	9/20/2021	DIESEL FUEL (DUMP TRUCK	54.96	670.96
			188494011				

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112060	10/28/2021	53736	RG2 MANAGEMENT LLC	2737	9/29/2021 WE 9/26: HERNANDEZ+ROSE	1,917.00	
				2746	10/5/2021 WE 10/3: HERNANDEZ+ROSE	1,836.00	
				2731	9/21/2021 WE 9/19: SILVA+VALENCIA	1,452.00	
				2733	9/21/2021 WE 9/19: HERNANDEZ+ROSE	1,080.00	
				2765	10/19/2021 WE 10/17: K. MEDINA	1,080.00	
				2739	9/29/2021 WE 9/26: SILVA+VALENCIA	936.00	
				2748	10/5/2021 WE 10/3: F. SILVA	384.00	8,685.00
112061	10/28/2021	51785	RMC WATER AND ENVIRONM	27913	9/20/2021 PE8/27 MESQUITE SRF SUPP	1,353.25	1,353.25
112062	10/28/2021	54401	ROGERS, ANDERSON, MALOI	66914	9/30/2021 2021 DIF FEES	4,650.00	4,650.00
112063	10/28/2021	01830	SAM'S FENCE INC.	19161	9/20/2021 50'X6' CHAIN LINK ROLL	161.63	161.63
112064	10/28/2021	50827	SDC SOUND COMPANY LLC	1060	9/6/2021 10/23 LIGHTING/SOUND- TTC	6,890.00	6,890.00
112065	10/28/2021	35430	SOUTH COAST A.Q.M.D.	3883678	9/16/2021 ID 148143, F82365, >500HP GI	440.15	
				3842147	9/16/2021 ID 7531, FY21/22, EMISSIONS	163.98	604.13
112066	10/28/2021	51139	SOUTHERN COMPUTER WARIN-000713463		10/19/2021 CYBER ACOUSTICS SOUND I	148.48	148.48
112067	10/28/2021	47319	SPARKLETTS	9467308 092421	9/24/2021 SEPT2021 WATER @ SANITAI	202.49	202.49
112068	10/28/2021	52125	TAG/AMS, INC.	2801021	10/7/2021 SEPT2021 DRUG TESTING	255.00	255.00
112069	10/28/2021	53897	THE GATE GUY	2024	10/6/2021 RPR'D GATE WIRING, ETC @	277.24	277.24
112070	10/28/2021	37800	THE LOCK SHOP, INC.	109166-1	9/21/2021 INSTLL'D LOCKS @ SANITAR'	352.48	
				109166	9/21/2021 INSTLL'D SHED LOCKS @ SA	272.32	624.80
112071	10/28/2021	49033	THE PUBLIC RESTROOM COM	21717	10/8/2021 PARTITION PILASTER, PRC P	716.05	716.05
112072	10/28/2021	38250	TOPS N BARRICADES	1089922	9/16/2021 HARD HAT, MESH CLASS II LI	108.42	108.42
112073	10/28/2021	52204	TPX COMMUNICATIONS	148943953-0	10/16/2021 AC33325, 10/16-11/15	4,133.40	4,133.40
112074	10/28/2021	38800	UNDERGROUND SERVICE AL	920210112	10/1/2021 SEP2021- 58 NEW TICKETS+I	105.70	
				dsb20204711	10/1/2021 CA STATE FEE FOR REGULA'	55.23	160.93
112075	10/28/2021	43751	USA BLUEBOOK	735515	9/22/2021 REPL POLYURETHANE HOSE	71.44	
				737167	9/23/2021 EXTENSION CLAMP	44.61	116.05
112076	10/28/2021	44966	VERIZON WIRELESS	9889604252	10/1/2021 AC371867190-00001, 9/2-10/1	5,953.50	5,953.50
112077	10/28/2021	50158	VIRTUAL CONNECT TECHNOL	3025322	10/1/2021 OCT2021/22 CLOUDFILTER S	1,992.60	1,992.60

Sub total for WELLS FARGO BANK: 893,006.25

72 checks in this report.

Grand Total All Checks: 1,076,152.99

Date: October 28, 2021



Finance Director: Nathan Statham

apChkLst
11/03/2021 10:04:19AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
449	9/1/2021	51949	THE H.N. & FRANCES C. BER(58	9/1/2021	SEP2021- CIVIC CENTER LOA	8,876.26	8,876.26
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

1 checks in this report.

Grand Total All Checks: 8,876.26

Date: September 1, 2021


Finance Director: Nathan Statham

apChkLst
11/03/2021 10:15:01AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
450	10/1/2021	51949	THE H.N. & FRANCES C. BER(59	10/1/2021	OCT2021- CIVIC CENTER LO/	8,876.26	8,876.26
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

1 checks in this report.

Grand Total All Checks: 8,876.26

Date: October 1, 2021



Finance Director: Nathan Statham

apChkLst
11/03/2021 10:53:40AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
452	10/1/2021	53858	USDA RURAL DEVELOPMENT 10012021	10/1/2021	OCT2021- 2011 USDA 92-12 W	84,279.07	84,279.07
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							84,279.07

1 checks in this report.

Grand Total All Checks: 84,279.07

Date: October 1, 2021



Finance Director: Nathan Statham

apChkLst
11/03/2021 10:29:24AM

Check List
City of Coachella

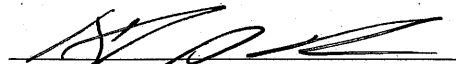
Bank : ewfb EFT FOR WELLS FARGO BANK -!

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
451	11/1/2021	51949	THE H.N. & FRANCES C. BER(60	11/1/2021	NOV2021- CIVIC CENTER LO/	8,876.26	8,876.26
Γ FOR WELLS FARGO BANK -SEPARATE CHECK:							8,876.26

1 checks in this report.

Grand Total All Checks: 8,876.26

Date: November 1, 2021



Finance Director: Nathan Statham

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112078	11/4/2021	54407	BOLANOS, DORABELIA	Ref000222232	11/2/2021	UB Refund Cst #00033941	393.21	393.21
112079	11/4/2021	54408	CANTU, ALMA	Ref000222233	11/2/2021	UB Refund Cst #00043459	115.48	115.48
112080	11/4/2021	54409	CONTRERAS, LEONEL	Ref000222234	11/2/2021	UB Refund Cst #00046159	95.46	95.46
112081	11/4/2021	54412	CS LEGACY CONSTRUCTION	Ref000222237	11/2/2021	UB Refund Cst #00052752	856.28	856.28
112082	11/4/2021	54427	DAUT, KENNETH	Ref000222252	11/2/2021	UB Refund Cst #00053724	88.47	88.47
112083	11/4/2021	54417	DAVALOS, RAQUEL	Ref000222242	11/2/2021	UB Refund Cst #00053645	88.79	88.79
112084	11/4/2021	54413	DR HORTON	Ref000222238	11/2/2021	UB Refund Cst #00053357	81.03	81.03
112085	11/4/2021	54414	DR HORTON	Ref000222239	11/2/2021	UB Refund Cst #00053384	22.22	22.22
112086	11/4/2021	54415	DR HORTON	Ref000222240	11/2/2021	UB Refund Cst #00053385	32.07	32.07
112087	11/4/2021	54418	DR HORTON	Ref000222243	11/2/2021	UB Refund Cst #00053706	84.70	84.70
112088	11/4/2021	54419	DR HORTON	Ref000222244	11/2/2021	UB Refund Cst #00053707	58.53	58.53
112089	11/4/2021	54420	DR HORTON	Ref000222245	11/2/2021	UB Refund Cst #00053709	69.63	69.63
112090	11/4/2021	54421	DR HORTON	Ref000222246	11/2/2021	UB Refund Cst #00053710	68.89	68.89
112091	11/4/2021	54422	DR HORTON	Ref000222247	11/2/2021	UB Refund Cst #00053711	63.71	63.71
112092	11/4/2021	54423	DR HORTON	Ref000222248	11/2/2021	UB Refund Cst #00053712	100.00	100.00
112093	11/4/2021	54424	DR HORTON	Ref000222249	11/2/2021	UB Refund Cst #00053713	61.49	61.49
112094	11/4/2021	54425	DR HORTON	Ref000222250	11/2/2021	UB Refund Cst #00053714	83.21	83.21
112095	11/4/2021	54426	DR HORTON	Ref000222251	11/2/2021	UB Refund Cst #00053717	98.27	98.27
112096	11/4/2021	54406	GARCIA, GILBERT	Ref000222231	11/2/2021	UB Refund Cst #00001085	4.18	4.18
112097	11/4/2021	54410	JASSO, DULCE	Ref000222235	11/2/2021	UB Refund Cst #00051328	108.22	108.22
112098	11/4/2021	54411	PIMENTEL, SANDRA	Ref000222236	11/2/2021	UB Refund Cst #00052164	37.81	37.81
112099	11/4/2021	54416	RAYA, RODELYN	Ref000222241	11/2/2021	UB Refund Cst #00053590	80.28	80.28
112100	11/4/2021	54428	SMITH, JUSTIN ROBERT	Ref000222253	11/2/2021	UB Refund Cst #00053755	97.58	97.58

Sub total for WELLS FARGO BANK: 2,789.51

23 checks in this report.

Grand Total All Checks: 2,789.51

Date: November 4, 2021



Finance Director: Nathan Statham

Bank : ewfb EFT FOR WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total				
453	11/4/2021	45929	BECK OIL, INC.	47820CL	9/30/2021	PE9/30 SANITARY DEPT FUEL	1,342.01				
				47776CL	9/30/2021	PE9/30 PARKS DEPT FUEL	1,263.99				
				47771CL	9/30/2021	PE9/30 STREETS DEPT FUEL	1,057.50				
				47773CL	9/30/2021	PE9/30 WATER DEPT FUEL	982.06				
				48450CL	10/15/2021	PE10/15 PARKS DEPT FUEL	896.59				
				48445CL	10/15/2021	PE10/15 STREETS DEPT FUE	734.63				
				48494CL	10/15/2021	PE10/15 SANITARY DEPT FUE	630.88				
				48447CL	10/15/2021	PE10/15 WATER DEPT FUEL	503.90				
				47797CL	9/30/2021	PE9/30 VEHICLE MAINT DEPT	476.44				
				48502CL	10/15/2021	PE10/15 BLDG MAINT DEPT F	341.38				
				48503CL	10/15/2021	PE10/15 ADMIN DEPT FUEL	314.24				
				47809CL	9/30/2021	PE9/30 CODE ENF DEPT FUE	305.60				
				48472CL	10/15/2021	PE10/15 VEHICLE MAINT DEF	293.88				
				47867CL	9/30/2021	PE9/30 GRAFFITI DEPT FUEL	240.18				
				47765CL	9/30/2021	PE9/30 ENG DEPT FUEL	214.40				
				47766CL	9/30/2021	PE9/30 BLDG/PLANNING DEP	165.60				
				47830CL	9/30/2021	PE9/30 BLDG MAINT DEPT FL	89.52				
				48483CL	10/15/2021	PE10/15 CODE ENF DEPT FU	84.21				
				48440CL	10/15/2021	PE10/15 ENG DEPT FUEL	76.87				
				454	11/4/2021	49486	BRC CONSTRUCTION	47831CL	9/30/2021	PE9/30 ADMIN DEPT FUEL	66.83
2021227	10/4/2021	INSTLL'D STEEL VALVE COVE	4,950.00								
2021228	10/4/2021	RPR'D STACK STONE ON PIL	2,100.00								
2021231	10/4/2021	INSTLL'D PANELS @ DIST 31	1,536.00								
2021230	10/4/2021	RPLC'D/PAINT PANELS & RPF	1,375.00								
2021229	10/4/2021	RMV'D BOUGAINVILLEA/GRA	1,260.00								
2021234	10/4/2021	INSTLL'D FENCE TEMP SUPP	638.00								
2021233	10/4/2021	RMV'D/RPLC'D BASIN CONCF	347.00								
455	11/4/2021	00207	GRAINGER INC					9081742927	10/11/2021	PHOTOCONTROL LOCKING &	2,404.58
456	11/4/2021	00101	MUNISERVICES/AVENU					INV06-012904	10/26/2021	CLEARVIEW/STARS 2021 SVC	300.00
				INV06-012852	10/15/2021	SUTA (DISTRICT TAX), QTR E	190.22				
				INV06-012851	10/15/2021	SUTA, QTR ENDING 6/30/21	96.54				
							10,080.71				
							12,206.00				
							2,404.58				
							586.76				

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

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
457	11/4/2021	53475	RUDYS ELECTRIC	20101	10/13/2021	INSTLL'D LIGHTING AT MURA	2,240.00
				20100	10/13/2021	LIGHTING MATERIAL/EQUIP F	1,900.00
				20099	10/13/2021	INSTLL'D LIGHTING AT MURA	1,680.00
				20098	10/13/2021	LIGHTING MATERIAL/EQUIP F	1,425.00
				20102	10/13/2021	RPR'D LIGHTS AT 18FT CHAN	450.00
				20103	10/13/2021	RPR'D FLUORECENT LIGHTIN	269.00
							7,964.00
458	11/4/2021	52924	SIEMENS MOBILITY, INC.	5610278720	10/14/2021	SEP2021 TRAFFIC SIGNAL M/	1,812.80
				5620037567	10/14/2021	SEP2021 TRAFFIC SIGNAL C/	1,548.31
							3,361.11
459	11/4/2021	45925	USA SHADE & FABRIC STRUC	1327376	9/20/2021	INSTLL'D SHADE STRUCTUR	1,278.75
460	11/4/2021	50629	VINTAGE ASSOCIATES, INC	221820	9/20/2021	PERENNIAL RYE SEED @ BG	25,960.00
				221821	9/20/2021	PERENNIAL RYE SEED @ CIT	15,741.20
				221819	9/20/2021	PERENNIAL RYE SEED @ RLI	10,620.00
				221920	9/30/2021	RMV'D BRANCHES @ VARIOL	360.00
461	11/4/2021	53455	VORTEX INDUSTRIES, INC.	05-1539239	10/13/2021	RPR'D ROOF HATCH @ SENI	950.76
462	11/4/2021	53596	XTREME HEATING AND AIR	2193	9/23/2021	TRBLSHT/RPR'D REFRIGERA	360.00
				2192	10/27/2021	TRBLSHT/RPR'D REFRIGERA	340.00
							700.00
T FOR WELLS FARGO BANK -SEPARATE CHECK:							92,213.87

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
112101	11/4/2021	48977	ADT COMMERCIAL	141985070	9/23/2021	LABOR CHRG @ 1515 SIXTH	4,089.29	4,089.29
112102	11/4/2021	51894	ALPHA MEDIA LLC	582550-2	10/24/2021	10/1-23 AD SPOT: TTC FESTI	1,700.00	
				582551-2	10/24/2021	10/1-23 AD SPOT: TTC FESTI	1,700.00	3,400.00
112103	11/4/2021	01436	AMERICAN FORENSIC NURSE	74990	9/30/2021	AUG-SEP2021 BLOOD DRAW	495.00	495.00
112104	11/4/2021	42837	ARAMARK UNIFORM SERVICE	SEP2021	9/30/2021	PE9/30 UNIFORMS, MATS & C	3,845.93	
				SEP2021 SAN	9/30/2021	PE9/30 UNIFORMS, MATS & C	1,068.55	4,914.48
112105	11/4/2021	42837	ARAMARK UNIFORM SERVICE	E23889039	10/2/2021	WEARTEC POLO W/ EMBROI	47.81	47.81
112106	11/4/2021	53133	BARRAZA, JOEL	Edu Reimb	10/25/2021	FY21/22 EDUCATION REIMBU	84.91	84.91
112107	11/4/2021	42506	BURRTEC WASTE INDUSTRIES	SS4-2021	10/27/2021	SS4 FY20/21 REFUSE COLLE	40,960.36	40,960.36
112108	11/4/2021	43634	CACEO	300014703	11/1/2021	2022 MBRSHD DUES: P. HERI	95.00	
				300014705	11/1/2021	2022 MBRSHD DUES: A. ALAF	95.00	190.00
112109	11/4/2021	07950	CITY OF COACHELLA	Sep 2021	9/30/2021	SEP2021 WATER- ST, PARKS	47,585.82	
				Sep 2021-LLD's	9/30/2021	SEP2021 WATER- LLD'S	14,004.59	61,590.41
112110	11/4/2021	09560	COACHELLA VALLEY HIGH SC	2020	10/26/2021	COMMUNITY BASED GRANT	1,000.00	1,000.00
112111	11/4/2021	53085	COUNTY OF RIVERSIDE	TL0000015966	9/17/2021	FY21/22 AIRPORT BLVD SLUF	76,662.00	76,662.00
112112	11/4/2021	54404	CV FERROUS & SUPPLIES	8704	10/12/2021	SQ TUBE (CUT IN HALF)	1,253.78	1,253.78
112113	11/4/2021	49858	CV PIPELINE CORP.	S2709	10/13/2021	STORM DRAIN MAINT @ DIST	8,100.00	8,100.00
112114	11/4/2021	48603	CV STRATEGIES	6401	10/6/2021	SEP2021 STRATEGIC COMM	2,675.00	
				6412	10/25/2021	SEP2021 STRATEGIC COMM	2,451.24	5,126.24
112115	11/4/2021	49859	DEAZTLAN CONSULTING, LLC	2021-10	10/26/2021	2021 STATE OF THE CITY PRI	11,950.00	11,950.00
112116	11/4/2021	54135	DEL VALLE INFORMADOR INC	2021-184	10/6/2021	10/14+21 AD: TTC FESTIVAL	460.00	460.00
112117	11/4/2021	54430	DESERT FEED BAG	I211020439	10/22/2021	10/23 STRAW BALE RNTL	561.57	561.57
112118	11/4/2021	42442	DIRECTV	076184020X211	10/3/2021	OCT2021 BUSINESS XTRA PH	205.23	205.23
112119	11/4/2021	54405	DISPLAYS2GO	PSI1882247	10/22/2021	BRACKETS FOR 30" W BANN	2,855.45	2,855.45
112120	11/4/2021	14860	E. K. WOOD LUMBER COMPAI	499512	9/23/2021	10OZ SLV GLS SPR ENAMEL	12.91	12.91
112121	11/4/2021	49635	EISENHOWER MEDICAL CEN	Sep 2021	10/5/2021	AC #700000133, SEP2021 SVC	2,400.00	2,400.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112122	11/4/2021	20450	IMPERIAL IRRIGATION DISTRI	50387122-SP21	10/7/2021	AC50387122, 9/2-10/4, SEWEF	42,802.27
				50035560-SP21	9/30/2021	AC50035560, 8/28-9/28, ST LIC	21,880.76
				50705542-SP21	10/6/2021	AC50705542, 9/2-10/4, PERMI	2,540.84
				50509172-SP21	10/6/2021	AC50509172, 9/14-10/4, CORP	1,756.55
				50416425-SP21	10/6/2021	AC50416425, 9/2-10/4	273.45
				50705544-SP21	10/6/2021	AC50705544, 9/2-10/4, PERMI	160.15
				50035734-SP21	10/6/2021	AC50035734, 9/2-10/4, CVHS F	116.55
				50404153-SP21	10/6/2021	AC50404153, 9/2-10/4	110.72
				50404155-SP21	10/8/2021	AC50404155, 9/2-10/4	100.03
				50734422-SP21	10/6/2021	AC50734422, 9/2-10/4	65.97
				50217597-SP21	10/6/2021	AC50217597, 9/2-10/4	54.97
				50035836-SP21	10/6/2021	AC50035836, 9/2-10/4, WELL #	44.76
				50733502-SP21	10/6/2021	AC50733502, 9/2-10/4	34.55
				50487676-SP21	10/6/2021	AC50487676, 9/2-10/4, LIFT ST	14.76
				50516108-SP21	10/6/2021	AC50516108, 9/2-10/4	13.64
				50404154-SP21	10/6/2021	AC50404154, 9/2-10/4	13.47
				50527782-SP21	10/6/2021	AC50527782, 9/2-10/4	12.34
112123	11/4/2021	54403	KANE, JOCELYN	Trvl Exp 10/19-2	10/27/2021	TRVL EXP 10/19-22, MJBIZCO	749.06
112124	11/4/2021	48220	MARTINEZ, MARITZA	Expn 10/23	10/27/2021	10/23 TTC FSTVL (DECORATI	196.75
112125	11/4/2021	51579	METLIFE- GROUP BENEFITS	Nov2021	10/15/2021	NOV2021 DENTAL/VISION/LIF	12,210.38
112126	11/4/2021	47192	O'REILLY AUTO PARTS	2855-374721	10/4/2021	WIPER BLADE	29.88
				2855-374702	10/4/2021	OIL FILTER	14.32
				2855-373547	9/30/2021	OIL FILTER	4.77
112127	11/4/2021	51868	PALM SPRINGS AIR MUSEUM	1529	10/13/2021	11/6 AIRCRAFT FLYOVER	6,000.00
112128	11/4/2021	54431	PEREZ MARKET	875426	10/15/2021	10/15 STATE OF THE CITY CA	1,600.00
112129	11/4/2021	02028	PETE'S ROAD SERVICE, INC.	529504-00	9/20/2021	SVC CALL: TRUCK #99	882.87
				531936-00	9/30/2021	MOUNT/BALANCE NEW TIRE	216.20
				533669-00	10/5/2021	MOUNT/BALANCE NEW TIRE	171.83
				533365-00	10/4/2021	MOUNT/BALANCE NEW TIRE	157.39
				534459-00	10/7/2021	FLAT REPAIR	29.11
112130	11/4/2021	01395	PJ'S DESERT TROPHIES & GII	24236	9/30/2021	8X10 RETIREMENT PLAQUES	276.05
				24265	10/6/2021	HELMET DISPLAY CASE W/ E	193.58
112131	11/4/2021	39250	PRAXAIR DISTRIBUTION, INC.	66291916	9/29/2021	MIG LINER MONOCOIL 15'	36.90
112132	11/4/2021	53898	QUADIENT, INC.	58801376	10/14/2021	NOV2021/22 MAINT: DS-35 IN	917.68
112133	11/4/2021	52306	QUINN COMPANY	18907001	10/6/2021	9/9-10/7 DUMP TRUCK RNTL	3,248.05
							69,995.78
							749.06
							196.75
							12,210.38
							29.88
							14.32
							4.77
							6,000.00
							1,600.00
							882.87
							216.20
							171.83
							157.39
							29.11
							276.05
							193.58
							36.90
							917.68
							3,248.05
							3,248.05

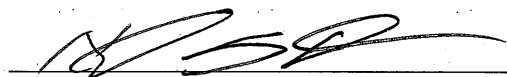
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
112134	11/4/2021	48608	REYES COCA-COLA BOTTLING 11022210342	10/20/2021	DASANI BOTTLED WATER	357.50	
			11022210272	10/13/2021	6PK SOFT DRINKS	297.60	655.10
112135	11/4/2021	53736	RG2 MANAGEMENT LLC 2775	10/26/2021	WE 10/24: K. MEDINA	1,100.25	
			2755	10/12/2021	WE 10/10: L. VALENZUELA	625.86	1,726.11
112136	11/4/2021	50340	ROYAL GYM SERVICES 6277	10/7/2021	INSTLL'D CBL CROSS & PECT	411.20	411.20
112137	11/4/2021	49697	SANCHEZ, ROBERTO 11062021	10/18/2021	11/6 VETERANS DAY CATERING	2,400.00	2,400.00
112138	11/4/2021	50827	SDC SOUND COMPANY LLC 1063	10/25/2021	11/6 PA SYSTEM: VETERANS	350.00	350.00
112139	11/4/2021	54429	SIGNATURE PARTY RENTALS 323600	10/21/2021	11/4-8 60" RND TBL, 9' UMBRE	1,657.82	1,657.82
112140	11/4/2021	52595	STAPLES BUSINESS CREDIT 7333896574-0-1	7/6/2021	BD CORDLESS HAND VACUUM	48.93	48.93
112141	11/4/2021	00102	SUNLINE TRANSIT AGENCY INV05334	9/27/2021	BUS SHELTER ADS (10/4/21-1	4,800.00	4,800.00
112142	11/4/2021	37600	THE DESERT SUN PUBLISHING 0004117437	9/30/2021	SEP2021 PUBLISHED ADS	1,311.20	1,311.20
112143	11/4/2021	38250	TOPS N BARRICADES 1090208	9/30/2021	GUARD RAIL POST, GUARD F	2,340.30	
			1090207	9/30/2021	GUARD RAIL POST, GUARD F	2,077.65	
			1090128	9/29/2021	AIRPORT REFL GLASS BEAD	433.91	
			1090201	9/30/2021	BUTYL PADS 8"	256.65	
			1090132	9/29/2021	A.T. LED LAMP NS SCREW TY	169.65	5,278.16
112144	11/4/2021	44519	TORRES, MANNY 202102221	10/25/2021	10/23 EXTRA HOUR PERFORM	1,200.00	1,200.00
112145	11/4/2021	44978	TRI-STATE MATERIALS, INC. 97789	9/21/2021	3/8" APACHE BROWN	1,279.99	1,279.99
112146	11/4/2021	53173	VERIZON CONNECT NWF, INC OSV000002568	10/1/2021	SEP2021 GPS MONITORING S	1,262.82	1,262.82
112147	11/4/2021	44775	VISTA PAINT CORPORATION 2021-231422-00	10/6/2021	COVERALL EXT FLAT ACCEN	658.60	
			2021-242926-00	10/14/2021	TIP LINE LAZER S/O, ETC	376.22	
			2021-231824-00	10/7/2021	PROTEC ALKYD EMULSION S	42.38	1,077.20
112148	11/4/2021	54272	WILLDAN 002-25029	9/1/2021	AUG 2021- BLDG AND SAFET	9,560.00	9,560.00
112149	11/4/2021	48971	XPRESS GRAPHICS & PRINTING 21-43835	10/18/2021	75TH ANNIVERSARY BANNEF	3,083.44	
			21-43504	9/28/2021	POLE BANNERS	1,305.10	
			21-43826	10/17/2021	TTC FESTIVAL VINYL WRAP	474.07	4,862.61
Sub total for WELLS FARGO BANK:							361,171.18

59 checks in this report.

Grand Total All Checks: 453,385.05

Date: November 4, 2021



Finance Director: Nathan Statham



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

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

SUBJECT: Ordinance No. 1185 Regarding Labor Peace Agreement Requirements for Cannabis Businesses (*Second Reading*)

RECOMMENDATION

Adopt an ordinance entitled “An Ordinance of the City Council of the City of Coachella, An Ordinance of the City Council of the City of Coachella, California, Amending Coachella Municipal Code Sections 5.68.040 and 5.69.030 Regarding Cannabis Business Labor Peace Agreements.

DISCUSSION

The proposed ordinance was introduced, discussed, and amended at the August 25, 2021 City Council meeting to require cannabis businesses with **ten (10) or more employees** to provide proof that the business has entered into and will abide by the terms of a labor peace agreement.

FISCAL IMPACT

It is expected that expanding the requirement of Labor Peace Agreements will have a positive fiscal impact to the City, in that such agreements prohibit labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the cannabis businesses. Those activities have a negative impact on the cannabis industry within the City. As such, by reducing those negative impacts on cannabis business’ activities, the City would be expected to realize additional tax revenue from those cannabis businesses.

ATTACHMENT

Ordinance 1185

ORDINANCE 1185

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE SECTIONS 5.68.040 AND 5.69.030 REGARDING CANNABIS BUSINESS LABOR PEACE AGREEMENTS

WHEREAS, California Business and Professions Code section 26051.5 requires every cannabis business with 20 or more employees seeking a license to operate from the State to enter into a labor peace agreement; and

WHEREAS, because of the significant tax revenue derived from cannabis businesses, the City has a proprietary interest in prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with cannabis business' operations; and

WHEREAS, the City Council desires to make a labor peace agreement a requirement of obtaining a City cannabis regulatory permit or renewal permit for all cannabis businesses with ten (10) or more employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds and determines that the recitals set forth above are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Amendment to Coachella Municipal Code. Coachella Municipal Code Section 5.68.040 *Regulatory permit application* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* is hereby amended as follows:

“R. For applicants or permittees that have ten (10) or more employees, the applicant for a new regulatory permit, or for a renewal, shall provide proof, satisfactory to the City Manager, that the applicant or permittee has entered into and will abide by the terms of a labor peace agreement. Such proof shall be a condition to the issuance by the City of any new permit or for the renewal of any such permit. For applicants/permittees who have not yet entered into a labor peace agreement, the applicant/permittee shall provide a notarized statement indicating the applicant/permittee will enter into and abide by the terms of a labor peace agreement as soon as reasonably practicable after issuance or renewal of the regulatory permit, but in no event later than one hundred eighty (180) days following the issuance or renewal. Once the applicant has entered into the labor peace agreement, the applicant shall provide the City Manager with a copy of the page of the labor peace agreement that contains the signatures of the union representative and the applicant.

R. S. Authorization for the city manager to seek verification of the information contained within the application.

§. T. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

¶. U. A full and complete copy of the applicant's most current application submitted to and approved by the applicable state licensing authority.

⊔. V. Any such additional and further information as is deemed necessary by the city manager to administer this chapter.”

SECTION 3. Amendment to Coachella Municipal Code. Coachella Municipal Code Section 5.69.030 *Regulatory permit application* of Chapter 5.69 *Cannabis Retailer and Retail Microbusiness Regulatory Permit* is hereby amended as follows:

“Q. For applicants or permittees that have ten (10) or more employees, the applicant for a new regulatory permit, or for a renewal, shall provide proof, satisfactory to the City Manager, that the applicant or permittee has entered into and will abide by the terms of a labor peace agreement. Such proof shall be a condition to the issuance by the City of any new permit or for the renewal of any such permit. For applicants/permittees who have not yet entered into a labor peace agreement, the applicant/permittee shall provide a notarized statement indicating the applicant/permittee will enter into and abide by the terms of a labor peace agreement as soon as reasonably practicable after issuance or renewal of the regulatory permit, but in no event later than one hundred eighty (180) days following the issuance or renewal. Once the applicant has entered into the labor peace agreement, the applicant shall provide the City Manager with a copy of the page of the labor peace agreement that contains the signatures of the union representative and the applicant.

⊕. R. Authorization for the city manager to seek verification of the information contained within the application.

℞. S. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

§. T. A full and complete copy of the applicant’s most current application submitted to and approved by the applicable State licensing authority.

¶. U. Any such additional and further information as is deemed necessary by the city manager to administer this chapter.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this Ordinance is found to be invalid by a court of competent jurisdiction, the balance of this Ordinance shall not be affected.

SECTION 5. Certification and Publication. The City Clerk of the City of Coachella shall certify to the adoption of this Ordinance and cause publication to occur in a newspaper of general circulation and published and circulated in the City in a manner permitted under California Government Code Section 36933.

SECTION 6. CEQA. The City Council finds that adoption of this Ordinance is not a “project,” as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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 Ordinance No. 1185 was duly and regularly introduced at a meeting of the City Council on the 25th day of August 2021, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 10th day of November 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Avenue 53 Re-zone Project

Ordinance No. 1187 (Change of Zone 21-02) to change the zone of approximately 50.6 acres of a 118-acre site from Manufacturing Service (M-S) to R-M Urban (20-38 du/ac). The site is located south of Ave 53, north of Ave 54, and west of Tyler St. (APN: 778-390-003, 778-390-004, 778-390-005, and 778-390-007). City-Initiated. (2nd Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance 1187 approving Change of Zone No. 21-02 for the Avenue 53 Re-zone Project.

BACKGROUND:

On October 13, 2021 the City Council introduced for first reading, by title only, the attached Ordinance No. 1187, for the Avenue 53 Re-zone project (“Project”), a City initiated Change of Zone from the existing Manufacturing Service (M-S) to R-M Urban (20-38 du/ac) on approximately 50.6 acres of a 118-acre site south of Ave 53, north of Ave 54, and west of Tyler St (APN: 778-390-003, 778-390-004, 778-390-005, and 778-390-007).

The Change of Zone will help create adequate zoning capacity to meet the City’s 5th Cycle Regional Housing Needs Allocation (RHNA), consistent with the adopted Housing Element and General Plan. It will also allow a mixture of housing types available to all residents including market rate housing and affordable housing. The Project proposes a Change of Zone only, no development plans are proposed at this time for the property.

DISCUSSION/ANALYSIS:

The City of Coachella initiated Change of Zone No. 20-07 at the request of the State of California – Department of Housing and Community Development (HCD) pursuant to a mandatory re-zoning effort called out in the City’s Housing Element. The Change of Zone’s main purpose is to create additional “development ready” multifamily residential zoning to accommodate the City’s Regional Housing Needs Allocation (RHNA) from the 5th Cycle carryover which is required to be

completed as part of the City’s 2013-2021 Housing Element. Communities use the RHNA in land use planning, prioritizing local resource allocation, and in deciding how to address identified existing and future housing needs resulting from population, employment, and household growth. The rezoning is anticipated to allow for the development of approximately 1,467 dwelling units as shown below in Table 4, Potential Project Units. The project would help create adequate zoning capacity to meet the City’s 5th Cycle RHNA Allocation consistent with the adopted Housing Element and General Plan.

The Change of Zone will re-designate the property as shown below in Table 1:

Table 1: Current and Proposed Zoning

Property	Existing Zones	Acres	Proposed Zones	Acres
Devirian	M-S	112.9	R-M Urban (20-38 un/ac)	45.9
			MS	21.7
			MS (Buffer Area)	45.3
Cota	M-S	4.7	R-M Urban (20-38 un/ac)	4.7
Total		117.6		117.6

The proposed Change of Zone will allow for Multi-Family Residential uses. The R-M zones are intended to provide for the establishment and expansion of multiple family residential development areas at various medium and high population densities, including market rate housing. The proposed zones are consistent with the project’s land use designations of Urban Employment Center, established by the Coachella General Plan Update (CGPU) and therefore a General Plan Amendment is not needed for this project.

FISCAL IMPACT:

None.

ALTERNATIVES:

1. Adopt Ordinance No. 1187 (Second Reading)
2. Take no action.
3. Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachment: Ordinance No. 1187 – 2nd Reading

ORDINANCE NO. 1187

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE (CZ 21-02) FOR THE AVENUE 53 CHANGE OF ZONE PROJECT FROM M-S (MANUFACTURING SERVICE) TO R-M URBAN (MULTIPLE-FAMILY RESIDENTIAL, 20-38 DU/AC), ON APPROXIMATELY 50.6 ACRES OF 118 ACRES OF VACANT, AGRICULTURAL LAND LOCATED SOUTH OF AVENUE 53, NORTH OF AVENUE 54, AND WEST OF TYLER STREET (APN: 778-390-003, 778-390-004, 778-390-005, and 778-390-007). CITY-INITIATED; APPLICANT.

WHEREAS, the Proposed Project, as set forth in Environmental Assessment (EA 21-02) and Change of Zone (CZ 21-02) consists of the above-referenced application on approximately 118 acres of vacant agricultural land located south of Ave 53, north of Ave 54, and west of Tyler St. (APN: 778-390-003, 778-390-004, 778-390-005, and 778-390-007); and the Project seeks to bring the properties into compliance with the General Plan’s “Land Use and Community Character Element”; and,

WHEREAS, the General Plan Land Use Map policies, call for the subject property to include multi-family residential uses, and to create an urban pattern that includes short blocks with good street connectivity and pedestrian amenities; and,

WHEREAS, Prior to the approval of this Change of Zone (CZ 21-02), the project site contains the M-S (Manufacturing Service) zone which does not allow for the housing types envisioned by the General Plan; and,

WHEREAS, to bring the site into compliance with the General Plan, and to comply with the City’s Housing Element re-zoning requirements, the City of Coachella Development Services Department with the consent of the Property Owner proposes to create the following Zoning District:

- R-M Urban (Multiple-Family Residential, 25-38 DU/AC)

WHEREAS, the City completed Environmental Assessment/Initial Study (EA 21-02) for the Proposed Project pursuant to the California Environmental Quality Act, as amended; and,

WHEREAS, based on this Environmental Assessment/Initial Study the City has made a determination that the Project will not have a significant impact on the environment and has prepared a Negative Declaration for this Project; and,

WHEREAS, a Notice of Intent to Adopt a Negative Declaration was posted with the County Clerk and the proposed Mitigated Negative was made available for a 20-day public review period commencing on August 9, 2021 and ending on August 30, 2021; and,

WHEREAS, interested and concerned individuals and public agencies had the opportunity to review and comment on the proposed Negative Declaration; and,

WHEREAS, findings of the Initial Study indicated that the Proposed Project would not create any significant impacts to the environment; and,

WHEREAS, the Proposed Project would not be detrimental to the general health, safety and welfare of the community.

WHEREAS, the Planning Commission conducted a duly noticed public hearing on Change of Zone No. 21-02 and EA 21-02 on September 1, 2021 to consider staff recommendations and prior written and oral testimony regarding the project and recommended to the City Council adoption of a negative declaration and approval of Change of Zone No. 21-02; and,

WHEREAS, the City Council conducted a duly noticed public hearing on Change of Zone No. 21-02 and Environmental Assessment 21-02 on October 13, 2021 in the Council Chambers, 1515 Sixth Street, Coachella, California to consider staff recommendations and prior written and oral testimony regarding the project and wherein the public was given an opportunity to testify; and,

WHEREAS, a Negative Declaration was prepared in accordance with the California Environmental Quality Act, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 21-02 Map marked “Exhibit A” from M-S (Manufacturing Service) to R-M Urban (Multiple-Family Residential, 20-38 DU/AC), on approximately 50.6 acres of 118 acres of vacant, agricultural land located on the north side of Avenue 53, North of Avenue 54, and West of Tyler Street (APN: 778-390-003, 778-390-004, 778-390-005, and 778-390-007).

Section 2. Compliance with the Environmental Quality Act (“CEQA”). As the advisory body for the Project, the Planning Commission has reviewed and considered the information contained in the Negative Declaration, Initial Study, comments received, and other documents contained in the administrative record for the Project. The Planning Commission recommends that the City Council find that the Negative Declaration, Initial Study and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project. The Planning Commission further recommends that the City Council find that the Negative Declaration and the Initial Study have been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Coachella’s Local CEQA Guidelines.

Section 3. Findings on Environmental Impacts. Based on the whole record before it, including the Negative Declaration, Initial Study, the administrative record and all other written and oral evidence presented, the City Council finds that all environmental impacts of the Project are insignificant as outlined in the Negative Declaration and Initial Study. The City Council finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in any significant environmental impacts. The City Council finds that the Negative Declaration contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City Council.

Section 4. Wildlife Resources. Pursuant to Fish and Game Code Section 711.4(c), all project applicants and public agencies subject to CEQA shall pay a filing fee for each Proposed Project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a “no effect” finding is made by the California Department of Fish and Game. This fee is due and payable as a condition precedent to the County Clerk’s filing of a Notice of Determination.

Section 5. Findings for Change of Zone 21-02. The City Council does hereby approve of Change of Zone (CZ 21-02) with the findings listed below:

Findings for Change of Zone 21-02:

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a General Neighborhood land use designation and is part of the Subarea 5 – Airport District policies, that allows for the proposed development. The proposed change of zone is in keeping with the policies of the Urban Employment Center land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Project complies with the applicable land use regulations and development standards of the City’s Zoning Code. The Project complies with applicable sections of the General Plan and Section 17.80 of the City of Coachella Municipal Code in that the subject property is vacant land that will be developed in accordance with the R-M, Urban (Multiple-Family Residential, 25-38 DU/AC) zoning development standards and the site has conforming width and depth, is generally flat, and can accommodate intensive urban development as anticipated in the future.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The proposed change of zone is compatible with existing surrounding land uses that include a variety of residential, institutional, and light industrial uses. There is access to Avenue

53 and Avenue 54, which are arterial roadways that can accommodate the future traffic/circulation needs of the site.

- 4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. Surrounding properties to the project site include residential single-family neighborhoods, vacant properties in unincorporated Riverside County. Armtec Defense Products complex is on Heavy Industrial zoned property and the residential zoning created by this change of zone would establish a 750-foot distance buffer. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development.
- 5. The Project will not create any significant impacts to the environment based upon a complete and accurate reporting of the environmental impacts associated with the Project contained in the Negative Declaration, Initial Study, and administrative record. The Negative Declaration and the Initial Study have been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Coachella’s Local CEQA Guidelines.

Section 6. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after its second reading by the City Council.

Section 8. Certification. The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be published and circulated in the City of Coachella.

PASSED, APPROVED and ADOPTED this 27th day of October 2021.

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 Ordinance No. 1187 was duly and regularly introduced at a meeting of the City Council on the 13th day of October 2021, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 27th day of October 2021.

AYES:

NOES:

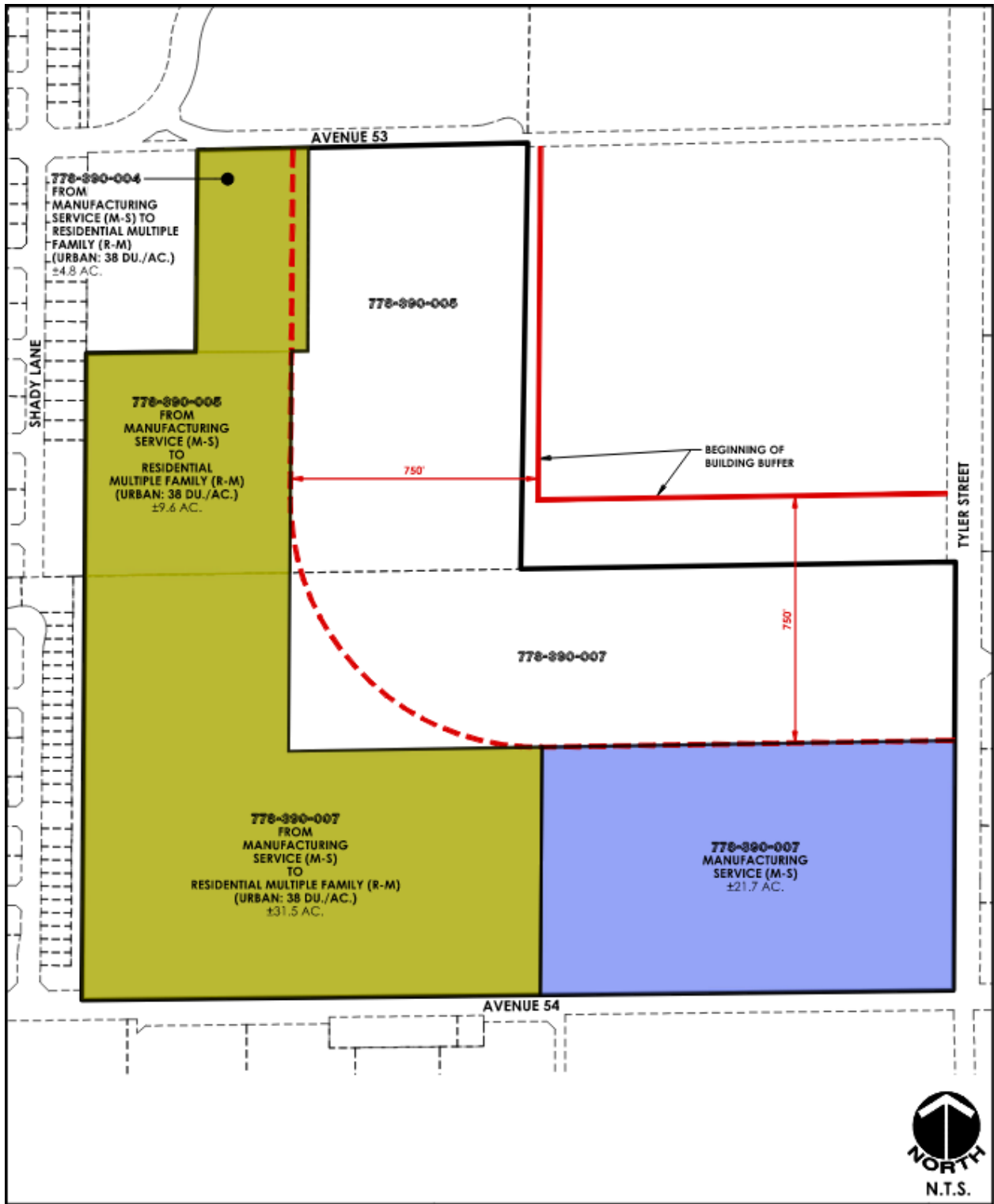
ABSENT:

ABSTAIN:

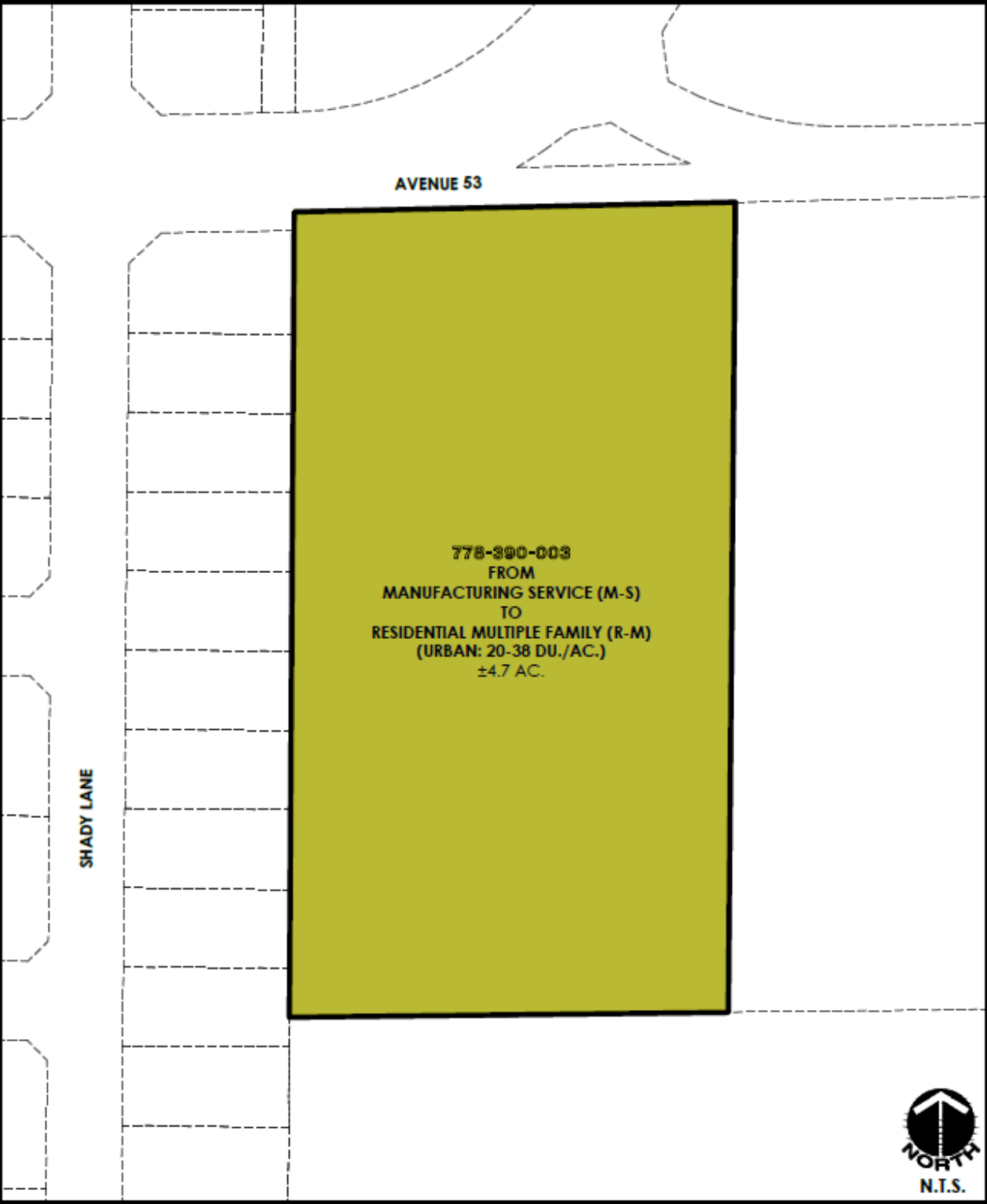
Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A

AVENUE 53 CHANGE OF ZONE PROJECT – CHANGE OF ZONE EXHIBITS



Ordinance No. 1187
Page 7





STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Resolution No. 2021-64 Approving the Creation and Funding for a Full-Time Finance Manager position

STAFF RECOMMENDATION:

Approve Resolution No. 2021-64 defunding the current open Senior Management Analyst position in the Finance Department and creating a Finance Manager position with a salary scale at Grade 37.

BACKGROUND:

Due to the retirement of the Senior Management Analyst in June of this year, staff has evaluated the needs of the department and is recommending that the vacant position be filled as a Finance Manager rather than a Senior Management Analyst. Finance Manager is a mid-management classification that manages professional-level financing activities in the Finance Department.

DISCUSSION/ANALYSIS:

After evaluating the job duties performed by the Senior Management Analyst and the required skill set of candidates recruited under a Senior Management Analyst classification, it was determined that recruitment under a more finance specific position would be more optimal and cost effective to the City. Specific skills identified were revenue collection, treasury management, developer deferral and deposit invoicing and grant related reimbursement and compliance activities. These activities are not specified in the skill requirements for a Senior Management Analyst. The creation of a Finance Manager position represents the most optimal recruitment given the needs of the Finance Department.

The Finance Manager would organize and oversee assigned department functions related to revenue collections, treasury management and other assigned department functions. The Finance Manager would also organize and oversee day-to-day activities and be responsible for providing professional-level support to the Finance Director in a variety of areas. This position would be assigned to grant reimbursement tracking and compliance activities. These grant related activities were previously handled by the Senior Management Analyst.

Due to the responsibility and oversight correspondent to the Finance Manager positions, staff is requesting that the pay grade for the Finance Manager be added to the existing Salary Schedule, with a Pay Grade of \$107,058.74 to \$130,050.5 annually.

FISCAL IMPACT:

The existing salary pay grade for the Senior Management Analyst (salary range \$97,694.06 - \$118,748.45) is less than the salary range for the Finance Manager position (\$107,058.74 - \$130,050.65). The requested funding re-allocation of the Senior Management Analyst to Finance Manager will add \$17,000.00 in appropriations to the salary and benefits expenses of the Finance Department's current operating budget. \$12,240 will be allocated in the general fund (101) \$4,760 will be covered by the water (178) and sanitary (361) funds through overhead allocations.

ALTERNATIVES:

1. Approve staff's recommendation to approve Resolution No. 2021-64 approving the creation of and funding for a full-time Finance Manager position.
2. Direct staff to utilize the Senior Management Analyst position to perform as many duties as possible with the limited skill set inherent in the position and utilize existing finance staff to perform duties outside the capabilities of the Senior Management Analyst through overtime and task re-assignment.

ATTACHMENTS

Resolution 2021-064

Finance Manager Job Description

RESOLUTION NO. 2021-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND FUNDING FOR A FULL-TIME FINANCE MANAGER POSITION

WHEREAS, the City has a budgeted but unfilled Senior Management Analyst position.

WHEREAS, the Finance Department has determined that it is more consistent with department needs to recruit for and fill a Finance Manager position to fulfill the duties previously assigned to the Senior Management Analyst.

WHEREAS, the Finance Manager position falls under the Confidential Mid-Management employee group and would report to the Finance Director. This position would be added to the existing Salary Schedule, with a Pay Grade of \$107,058.74 to \$130,050.65 annually.

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

Section 1. **Incorporation of Recitals.** The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. **Title.** Adopt Resolution No. 2021-64, a Resolution of the City Council of Coachella, California, Approving the Creation and Funding for a Full-Time Finance Manager Position.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-64 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



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

October 2021

FLSA: EXEMPT

FINANCE MANAGER

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing difficult and complex professional, technical, and administrative support related to the processing of financial transactions and preparing and reconciling financial and accounting records and reports; performs professional financial work to ensure regulatory compliance with accounting, grant and legal requirements; maintains and improves the City's revenue collection functions; administers current and long-term planning activities; manages the effective use of department resources to improve organizational productivity and customer service; provides highly complex and responsible support to the Finance Director in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Finance Director. Exercises direct and general supervision over professional, technical, and administrative support staff as assigned.

CLASS CHARACTERISTICS

This is a mid-management classification that manages professional-level financing activities in the Finance Department. The incumbent organizes and oversees assigned department functions related to revenue collections, treasury management and other assigned department functions. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. The incumbent organizes and oversees day-to-day activities and is responsible for providing professional-level support to the Finance Director in a variety of areas. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work. This class is distinguished from the Finance Director in that the latter has overall responsibility for all functions of the Finance Department and for developing, implementing, and interpreting public policy.

EXAMPLES OF ESSENTIAL JOB 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.

- Plans, manages, and oversees the daily operations, and activities of assigned department functions, including preparing, monitoring, forecasting, and analyzing financial information, financial processing, reporting, and record keeping.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the department; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.

- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and makes recommendations to the Director.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees on performance issues; recommends discipline to the Director.
- Prepares, calculates, and analyzes a variety of financial reports and data in the preparation of the City's annual operating and Capital Improvement Program budgets.
- Assists in the preparation of agenda items for City Council review.
- Participates in the development, revision, and maintenance of policy and procedure manuals governing fiscal matters; monitors financial procedures of all City departments, including internal audits and checks and balances; ensures that necessary corrective actions are taken.
- Provides information to City departments regarding financial policies and procedures; interprets policies and procedures for departments.
- Implement and track revenue collection functions for taxes and grant funding.
- Provides highly complex staff assistance to the Finance Director; develops and reviews staff reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Monitors changes in regulations and technology that may affect assigned functions and operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public agency finance, including general and governmental accounting, auditing and reporting functions.
- Principles and practices of public agency budget development and administration and sound financial management policies and procedures.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Applicable Federal, State, and local laws, codes and regulations concerning the operation of the assigned division.
- Organization and management practices as applied to the development, analysis, and evaluation of programs and operational needs of the assigned division.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned division.
- Familiarity with GASB and other applicable accounting guidance including pronouncements and implementation guides and the ability implement those pronouncements and guidelines.

Ability to:

- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Manage and monitor complex projects, on-time and within budget.
- Plan, organize, assign, review, and evaluate the work of staff; train staff in work procedures.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze, interpret, summarize and present technical information and data in an effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- 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.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Provide a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

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:

Graduation from an accredited four-year college or university with major coursework in accounting, finance, business, law, or public administration and five (5) years of higher level (senior accountant, financial analysis, accounting/finance supervisor or any equivalent position demonstrating a degree of progression and increased responsibility to a level that would be considered suitably skilled to demonstrate this position is a reasonable next progression in career development) specialized experience in a related field, including three (3) years of supervisory experience.

Minimum required education - Graduation from an accredited four-year college or university with major coursework in accounting, finance, business or a related field.

Required supervisory experience – 3 years in a position that performed direct oversight of staff.

A Master’s degree is highly preferable.

Licenses and Certifications:

- Valid California class C driver’s license with satisfactory driving record and automobile insurance.
- A Certified Public Accountant (CPA) license or Certified Public Finance Officer (CPFO) certification is preferred.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to operate a motor vehicle, and 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 may 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
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Resolution 2021-65 Approving the Creation and Funding for a Full-Time Information Technology (IT) Technician

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2021-65 approving the creation of and funding for a full-time IT Technician position.

BACKGROUND:

Due to the upcoming retirement of the IT Manager in December 2021, staff has evaluated the needs of the department and is recommending a new technician level position. The intent is to create some overlap with the outgoing IT Manager for training purposes. This approach is based on needs expressed by City departments for increased day-to-day support for routine software and hardware issues. The IT Division has faced service constraints inherent in only having one staff person. This position will allow for a person dedicated to end user support for City departments while the IT Manager focuses on back bone IT and application administration functions.

The Information Technology Technician position falls under the Sanitary and Miscellaneous Employee group and would report to the Finance Director. This position would be added to the existing Salary Schedule, with a Pay Grade of \$61,204.10 to \$78,146.64 annually.

FISCAL IMPACT:

Funding for this position anticipates that the current Information Technology Manager position will remain temporarily unfilled. The Finance Department plans to evaluate the workload of the IT Division prior to re-filling the IT Manager position. Approval of this position would add \$43,000 to the salary and benefits expenses of the Finance Department's current operating budget. \$30,960 would be allocated to the Finance Department salaries and benefits operating budget and \$12,040 would be allocated to the water (178) and sanitary (361) funds through overhead allocations.

ALTERNATIVES:

1. Proceed with staff's recommendation to adopt Resolution No. 2021-65 approving the creation and funding for a full-time Information Technology Technician position.
2. Direct staff to enter into a consulting services agreement to outsource all aspects of the Information Technology Division.

ATTACHMENTS

Resolution 2021-65
IT Technician Job Description

RESOLUTION NO. 2021-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND FUNDING FOR A FULL-TIME INFORMATION TECHNOLOGY TECHNICIAN POSITION

WHEREAS, the City currently has a single IT division position for an IT Manager who is retiring in December 2021. As a result, the City has a need to open an information technology position for minimal cross over training in anticipation of the transition.

WHEREAS, the Information Technology Technician position falls under the Sanitary and Miscellaneous Employee's bargaining unit and will report to the Finance Director. This position would be added to the existing Salary Schedule, with a Pay Grade of \$61,204.10 to \$78,146.64 annually.

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

Section 1. **Incorporation of Recitals.** The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. **Title.** Adopt Resolution No. 2021-65, a Resolution of the City Council of Coachella, California, Approving the Creation and Funding for a Full-Time Information Technology Technician.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-65 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



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

October 2021

FLSA: NON-EXEMPT

INFORMATION TECHNOLOGY TECHNICIAN

DEFINITION

Under general direction, performs a variety of technical support involving the use and application of computer systems and telecommunication systems, including computers, printers, telephones, email, applications, workstations, servers and network equipment; provides computer support to staff including troubleshooting, installations, maintenance and user training.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the IT Manager or designee.

CLASS CHARACTERISTICS

Under general supervision, incumbent provides technical user support in the use and application of computerized information systems and telecommunication systems, including resolving hardware and software issues, troubleshooting, correcting technical problems, and performing repairs. This is a customer service oriented position providing services to City staff across all City departments.

EXAMPLES OF ESSENTIAL JOB 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.

- Troubleshoots, repairs, and performs routine preventative maintenance for computer hardware and software related issues and diagnoses.
- Setup, support, operate, and maintain computers, telephones, and audio visual systems.
- Performs local and remote testing on equipment and computer programs.
- Performs equipment repair, troubleshoot user system performance, perform user system backups and maintenance, identify and remedy failures.
- Responds to user system inquiries, resolve complaints in an efficient and timely manner.
- Responds to equipment malfunctions, advises supervisor of major malfunctions, contacts vendors for assistance in correcting equipment malfunctions.
- Performs all functions required to prepare and install computers and related equipment, including connections to the data communications network.
- Assists in preparation and installation of software and peripheral devices.
- Coordinates with other departments to assess needs and prioritize requests and projects.
- Estimates time, materials, and equipment required for jobs assigned.
- Assists in the diagnosis and resolution of software problems.
- Orders and inventories equipment and parts.
- Prepares and coordinates equipment repairs.
- Requests product information from vendors.

- Assists in the evaluation and selection of applications, software packages, and technology.
- Implements systems and provides for on-going maintenance and enhancements.
- Assists in training users in the basic operation of computers, software, hardware, and related components.
- Operates and trains users in the basic operation of other relevant equipment such as scanners, printers, copiers, etc.
- Follow procedures to ensure system security and protect data integrity.

QUALIFICATIONS

Knowledge of:

- Basic principles and practices of managing computer information systems.
- Operating principles, procedures, and characteristics of standard computer hardware, software and operating systems specifically Microsoft Windows operating systems preferably for both workstations and servers.
- Standard business software, including word processing, spreadsheet presentation, graphics, and database programs.
- TCP/IP IPV4 networking including IP Address, Subnet Mask etc.
- Computer troubleshooting principles and practices.
- Computer utilities, software and hardware and application support.
- Computer system licenses and system protocols.
- Related computer systems maintenance, general maintenance, repair and operation of computer systems.
- Standard office procedures, practices, and equipment.
- Methods in techniques for record keeping and report preparation and writing; proper English, spelling, and grammar.
- Occupational hazards and standard safety practices.

Ability to:

- Identify and resolve problems with computer hardware and software; develop responses and solutions.
- Operate computer telecommunication systems, audio and video and peripheral equipment.
- Set up, install, maintain, and operate computer hardware and software.
- Find solutions for network connectivity, including internet access, make modifications and repairs.
- Troubleshoot, diagnose, and resolve communication and network system problems.
- Organize, and prioritize tasks under deadlines.
- Work independently and as part of a team.
- Follow written and oral directions.
- Communicate clearly and concisely.
- Ensure adherence to safe work practices and procedures.
- Establish and maintain effective working relationships.
- Interpret and apply federal, state and local policies, laws, and regulations.

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:

Minimum required education – High School Diploma or equivalent and an Associate’s Degree in computer information systems, computer science, end user support or equivalent major. Note, equivalent college level

course work in computer information systems, business administration or a related field can be substituted if supported by sufficient industry certifications, such as **CompTIA, Cisco, Network + and Microsoft.**

Three (3) years of computer information system support experience providing technical support and assistance of both computer hardware and software is required.

A Bachelor's Degree in computer information systems or a related field is highly desirable and is substitutable for one year of experience.

Professional industry certifications such as **CompTIA, Cisco, Network + and Microsoft (MCSA, MCSE)** are desirable and can be substituted for one year of experience.

Licenses and Certifications:

- Valid California class C driver's license with satisfactory driving record and automobile insurance.
- Industry certifications, such as **CompTIA, Cisco, Network + and Microsoft** are desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to operate a motor vehicle, and 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. 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 requires prolonged sitting, standing, walking, reaching, twisting, and turning, kneeling, bending, squatting, and stooping in the performance of daily activities. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 45 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
11/10/2021

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2021-66, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 38084

STAFF RECOMMENDATION:

Approve Resolution No. 2021-66, a Resolution of the City Council of the City of Coachella, California, Approving Final Parcel Map No. 38084.

DISCUSSION/ANALYSIS:

A final Parcel Map has been prepared by an appropriately licensed professional for Parcel Map No. 38084 in accordance with the approved Tentative Parcel Map 38084. Parcel Map 38084 will subdivide an approximately 26.81-acre parcel into one hundred seven (107) single-family residential lots (having less than the minimum 7,200 square feet of land area ranging in size from 6,017 square feet to 13,171 square feet, with an average lot size of approximately 7,500 square feet, with public streets and common-area lots, on 26.81 acres of vacant land located on the north side of Avenue 51 between Van Buren Street and Chiapas Drive (APN #768-050-002) . The map is consistent with the General Plan 2035.

Per the approved conditions of approval (COA) with the approved Tentative Map, COA-26 reads *“The owner shall agree to the formation of a Landscape and Lighting Maintenance District for the maintenance of the lighting, perimeter wall, landscaping and irrigation. The owner shall prepare the improvement plans, Engineer’s Report, Estimated Costs, and submit to the City Engineer as required for the formation of the LLMD. The funds to be deposited shall be a minimum of \$1,000. Costs over \$1,000 shall be billed by the City to the owner for payment prior to the recordation of the Final Map”*. The LLMD formation shall be deferred for 6 months or prior to issuance of the first Certificate of Occupancy, whichever occurs first.

Final Parcel Map No. 38084 is in compliance with the conditions of approval and is in accordance with the Subdivision Map Act of the State of California.

Staff recommends that the City Council Approve the Final Parcel Map 38084.

FISCAL IMPACT:

The approval of this Parcel Map will have no fiscal impact to the City of Coachella.

Attachments:

1. Resolution No 2021-66
2. Final Parcel Map 38084

RESOLUTION NO. 2021-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 38084

WHEREAS, A final Parcel Map has been prepared by an appropriately licensed professional as Parcel Map No. 38084, subdividing of those certain lands identified on the approved Tentative Parcel Map No. 38084; and

WHEREAS, as a requirement of the Subdivision Map Act of the State of California, as it existed at the time of the approval of Tentative Parcel Map No. 38084, that map complied with said requirements; and

WHEREAS, the City Council of the City of Coachella deems it is in the best interest of the citizens of the City of Coachella, California, that this division of land is consistent with the goals and policies of the General Plan.

NOW, THEREFORE, BE IT RESOLVED, that this City Council does hereby approve said Final Parcel Map No. 38084, subject to posting required securities acceptable to the City within 120 days of adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-66 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38084

BEING A SUBDIVISION OF LOT 124 OF TRACT NO. 32075-1, ON FILE IN BOOK 387, AT PAGES 39 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

 **MSA CONSULTING, INC.**

APRIL - 2021

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ IN BOOK _____ OF _____ MAPS AT PAGES _____ AT THE REQUEST OF THE CITY CLERK OF THE CITY OF COACHELLA.

NO. _____

FEE _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DATED: _____, 20____

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____, 20____

CASH FOR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

CITY CLERK'S STATEMENT

I, ANDREA CARRANZA, DEPUTY CITY CLERK OF THE CITY COACHELLA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, DULY APPROVED THE WITHIN MAP OF TRACT MAP NO. 38084, AND ACCEPTS ON BEHALF OF THE PUBLIC, LOTS "A" THROUGH "G", INCLUSIVE (PUBLIC STREETS) FOR STREET AND PUBLIC UTILITY PURPOSES; THE EASEMENTS SHOWN AS "5" AND "10' PUE", ALONG AND ADJACENT TO LOTS "A" THROUGH "G", INCLUSIVE, OFFERED FOR PUBLIC UTILITY PURPOSES; AND THE EASEMENTS OVER LOTS "H" THROUGH "K", INCLUSIVE, OFFERED FOR PUBLIC UTILITY PURPOSES, ALL AS DEDICATED AND SHOWN WITHIN THIS MAP.

DATED: _____

ANDREA CARRANZA, DEPUTY CITY CLERK
OF THE CITY OF COACHELLA, CALIFORNIA

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "G", INCLUSIVE SHOWN AS "PUBLIC STREET"(S), ALL WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THOSE EASEMENTS SHOWN AS "5" PUE AND "10' PUE", ALONG AND ADJACENT TO LOTS "A" THROUGH "G", INCLUSIVE, SHOWN AS "PUBLIC STREET"(S) WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR PUBLIC UTILITY PURPOSES OVER LOTS "H" THROUGH "K", SHOWN AS "OPEN SPACE" WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT OVER ALL PRIVATE STREETS SHOWN ON THIS MAP AND AN ADDITIONAL (5) FEET OR (10) FEET IN WIDTH ON BOTH SIDES AND ADJACENT TO ALL PRIVATE STREETS SHOWN ON THIS MAP, FOR THE EXCAVATION, LAYING, CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, REPLACEMENT, AND REMOVAL OF ELECTRICAL LINES, WIRES, CABLES, DUCTS, SUPPORTS, FIXTURES, FACILITIES, AND APPURTENANCES WITH THE RIGHT OF INGRESS AND EGRESS OVER AND WITHIN SAME FOR MAINTENANCE, OPERATION AND EMERGENCY VEHICLES.

WE HEREBY RETAIN FOR STORM DRAIN PURPOSES, AN EASEMENT OVER LOTS "A" THROUGH "K", INCLUSIVE, FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS MAP.

BY: **PULTE HOME COMPANY, LLC,**
A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____
NAME: DARREN WARREN
TITLE: DIVISION VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT

BY: _____
NAME: SOHAIL BOKHARI
TITLE: DIVISION DIRECTOR OF LAND PLANNING AND ENTITLEMENT

NOTARY'S ACKNOWLEDGMENT & SIGNATURE OMISSIONS

SEE SHEET 2

I.I.D. ACCEPTANCE

SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PULTE HOME COMPANY, LLC, IN APRIL OF 2021.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: _____

CHARLES R. HARRIS P.L.S. 4989



CITY ENGINEER'S STATEMENT

I, ANDREW R. SIMMONS, CITY ENGINEER OF THE CITY OF COACHELLA, STATE OF CALIFORNIA, STATE THAT I HAVE EXAMINED THE WITHIN MAP AND FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

ANDREW R. SIMMONS R.C.E. C72868
CITY ENGINEER

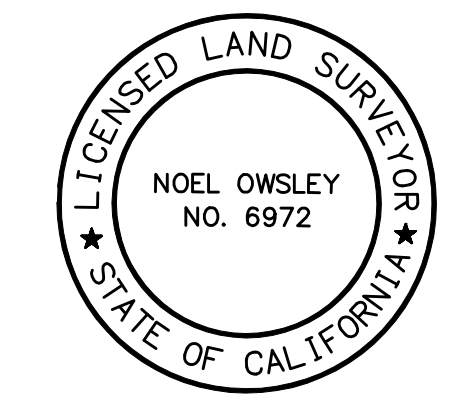


DATED: _____

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

NOEL OWSLEY, P.L.S. 6972
ACTING CITY SURVEYOR



DATED: _____

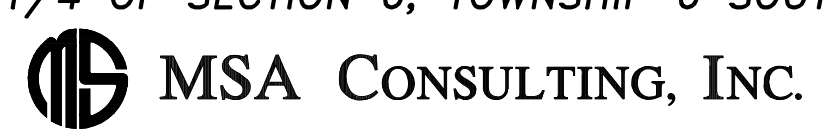
SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PROJECT NO. 12946.001, WAS PREPARED BY LEIGHTON AND ASSOCIATES, INC. DATED NOVEMBER 25, 2020, AND IS ON FILE WITH THE CITY OF COACHELLA, ENGINEERING DEPARTMENT.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38084

BEING A SUBDIVISION OF LOT 124 OF TRACT NO. 32075-1, ON FILE IN BOOK 387, AT PAGES 39 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN



APRIL - 2021

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)
ON _____, BEFORE ME _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE: _____ MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

NOTARY PUBLIC IN AND FOR SAID STATE NOTARY COMMISSION NO. _____
(PRINT NAME) MY COMMISSION EXPIRES _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)
ON _____, BEFORE ME _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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SIGNATURE: _____ MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

NOTARY PUBLIC IN AND FOR SAID STATE NOTARY COMMISSION NO. _____
(PRINT NAME) MY COMMISSION EXPIRES _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)
ON _____, BEFORE ME _____ A NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE: _____ MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

NOTARY PUBLIC IN AND FOR SAID STATE NOTARY COMMISSION NO. _____
(PRINT NAME) MY COMMISSION EXPIRES _____

CERTIFICATE OF ACCEPTANCE

GOV. CODE SEC. 27281
I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY THE BOARD OF DIRECTORS OF THE IMPERIAL IRRIGATION DISTRICT, PER RESOLUTION NO. 15-90, DATED MARCH 22, 1990, THAT I ACCEPT ON BEHALF OF SAID DISTRICT, ITS SUCCESSORS OR ASSIGNS, THE DEDICATION OF EASEMENTS FOR ELECTRICAL POWER FACILITIES AS OFFERED HEREIN.

DATED: _____ BY: _____
LAURA J. CERVANTES
SUPERVISOR, REAL ESTATE
IMPERIAL IRRIGATION DISTRICT

SIGNATURE OMISSIONS

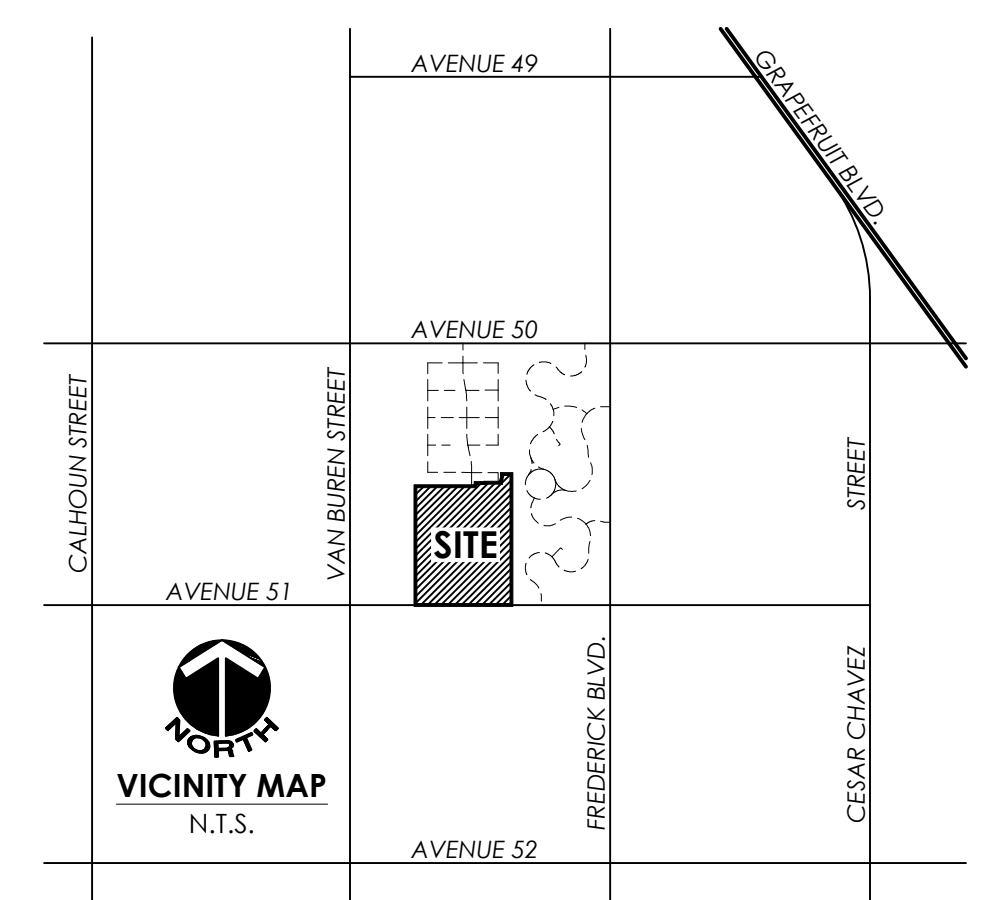
PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S) OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

FRONTIER COMMUNICATIONS, SUCCESSOR TO VERIZON CALIFORNIA INC., HOLDER OF RIGHTS FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATIONS, TELECOMMUNICATIONS, VIDEO, INTELLIGENCE BY ELECTRICAL MEANS AND/OR OTHER PURPOSES AND INCIDENTAL PURPOSES, PER INST. NO. 2007-0640834, REC. 10/17/2007, O.R.

COACHELLA VALLEY COUNTY WATER DISTRICT, HOLDER OF RIGHTS, FOR PIPE LINES AND INCIDENTAL PURPOSES, PER INST. NO. 67734, BK. 2335, PG. 478, REC. 09/22/58, O.R.

EASEMENT NOTES

- 1 AN EASEMENT IN FAVOR OF COACHELLA VALLEY COUNTY WATER DISTRICT, FOR PIPE LINES AND INCIDENTAL PURPOSES, PER INST. NO. 67734, BK. 2335, PG. 478, REC. 09/22/58, O.R.
- 2 A 60' EASEMENT FOR PUBLIC UTILITY AND ROAD AND A 10' PUBLIC UTILITY PURPOSES AND INCIDENTAL PURPOSES, PER M.B. 387/39-52.
- 3. AN EASEMENT IN FAVOR OF FRONTIER COMMUNICATIONS, SUCCESSOR TO VERIZON CALIFORNIA INC., HOLDER OF RIGHTS FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATIONS, TELECOMMUNICATIONS, VIDEO, INTELLIGENCE BY ELECTRICAL MEANS AND/OR OTHER PURPOSES AND INCIDENTAL PURPOSES, PER INST. NO. 2007-0640834, REC. 10/17/2007, O.R. (BLANKET IN NATURE)



IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38084

BEING A SUBDIVISION OF LOT 124 OF TRACT NO. 32075-1, ON FILE IN BOOK 387, AT PAGES 39 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

MSA CONSULTING, INC.

APRIL - 2021

SURVEYOR'S NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF VAN BUREN AND THE WESTERLY LINE OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M. SHOWN ON TRACT NO. 32075-1, ON FILE IN BOOK 387, AT PAGES 39 THROUGH 42, INCLUSIVE, OF MAPS. TAKEN AS: N 00°00'48" W

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" I.P. "PLS 4989", FLUSH, UNLESS NOTED OTHERWISE
- △ INDICATES SET 1-1/4" BRASS DISK STAMPED "PLS 4989", FLUSH, IN A.C. PAV'T (RIV. CO. STD. TYPE "B" MON.), UNLESS NOTED OTHERWISE
- INDICATES SET SET NAIL AND TAG IN CONC. FOOTING STAMPED "PLS 4989", OR NAIL AND TAG IN FENCING MATERIAL, TAGGED "PLS 4989", AS APPROPRIATE.
- (-) INDICATES RECORD DATA
- R1 INDICATES RECORD DATA PER TRACT NO. 32075-1, M.B. 387/39-42
- R2 INDICATES RECORD DATA PER TRACT MAP NO. 31698, M.B. 398/47-52
- R3 INDICATES RECORD DATA PER TRACT NO. 30018-1, M.B. 324/47-50
- Ⓞ INDICATES CENTERLINE
- R/W INDICATES RIGHT-OF-WAY
- R&M INDICATES RECORD AND MEASURED
- MW INDICATES MONUMENT WELL
- CW INDICATES COPPERWELD
- (R) INDICATES RADIAL BEARING
- PUE INDICATES PUBLIC UTILITY EASEMENT DEDICATED HEREON FOR PUBLIC UTILITY PURPOSES

SET NAIL AND TAG IN CURB ON THE PROLONGATION OF ALL SIDE LINES, STAMPED "PLS 4989", IN LIEU OF THE FRONT LOT CORNERS.

SET 1" I.P. WITH METAL TAG STAMPED "PLS 4989", SET NAIL AND TAG IN CONC. FOOTING STAMPED "PLS 4989" OR NAIL AND TAG IN FENCING MATERIAL, TAGGED "PLS 4989", AS APPROPRIATE, AT REAR LOT CORNERS, B.C.'S, E.C.'S AND ANGLE POINTS, UNLESS OTHERWISE NOTED.

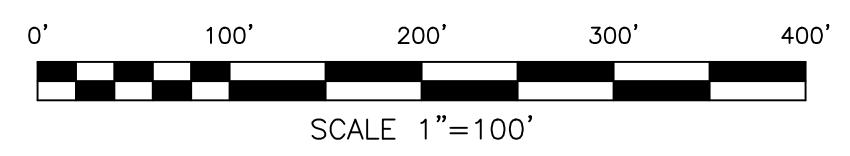
TOTAL GROSS AREA = 26.809 ACRES
RESIDENTIAL/NUMBERED LOTS = 107 LOTS
ENTERED PUBLIC STREET LOTS = 7 LOTS
OPEN SPACE LOTS = 4 LOTS

MONUMENT NOTES

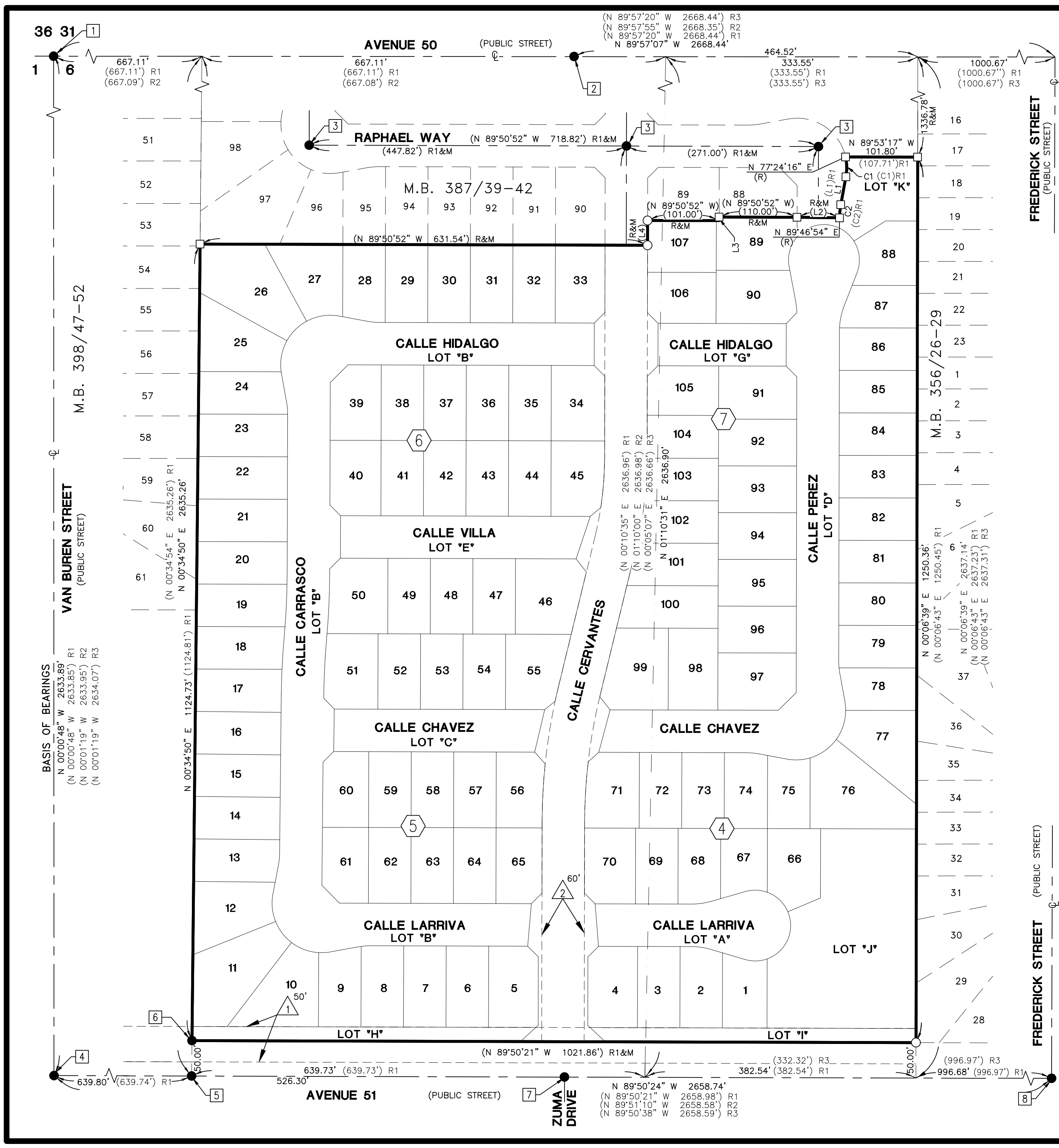
- 1 FD. 2-1/2" BRASS DISK STAMPED "LS 5174 S 1-6-31-36" DN. 0.3' IN MW, PER CR 2011-0235, ACCEPTED AS NW COR. SEC. 16
- 2 FD. CW STAMPED "LS 4075", FLUSH, PER MB 353/49-56, ACCEPTED AS C/L INT-X 50TH AVENUE AND WASHINGTON AVE.
- 3 FD. CW STAMPED "LS 5128", FLUSH, PER MB 387/39-42, ACCEPTED AS C/L RAPHAEL WAY
- 4 FD. 2X2 HUB W/TACK, NO ID, DN 0.1', PER MB 387/39-42, ACCEPTED AS W 1/4 COR. SEC. 6
- 5 FD. MAG NAIL, NO ID, FLUSH, NO REF, ACCEPTED AS INT OF C/L 51ST AVE. AND W'LY LINE E 1/2, W 1/2, NW 1/4 SEC. 6
- 6 FD. 1" IP W/TAG "LS 8508", DN. 0.2', NO REF. ACCEPTED AS POINT ON N'LY R/W 51ST AVE.
- 7 FD. 1" IP W/TAG "LS 7083", FLUSH, IN LIEU OF CW STAMPED "RCE 32182", PER MB 407/53-56, ACCEPTED AS C/L INT-X 51ST AVE. AND ZUMA DRIVE.
- 8 FD. CW STAMPED "LS 8508", FLUSH, PER CR 2014-0090, ACCEPTED AS C 1/4 COR. SEC. 6

LINE DATA		
NO.	BEARING	LENGTH
L1	N 10°29'42" E	40.04'
(L1)	N 10°20'56" E	41.04'
L2	N 89°18'57" W	60.00'
L3	N 00°06'43" E	5.00'
L4	N 00°06'43" E	35.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	23°05'26"	70.00'	28.21'
(C1)	22°56'23"	70.00'	28.03'
C2	10°42'48"	100.00'	18.70'
(C2)	10°14'14"	100.00'	17.87'



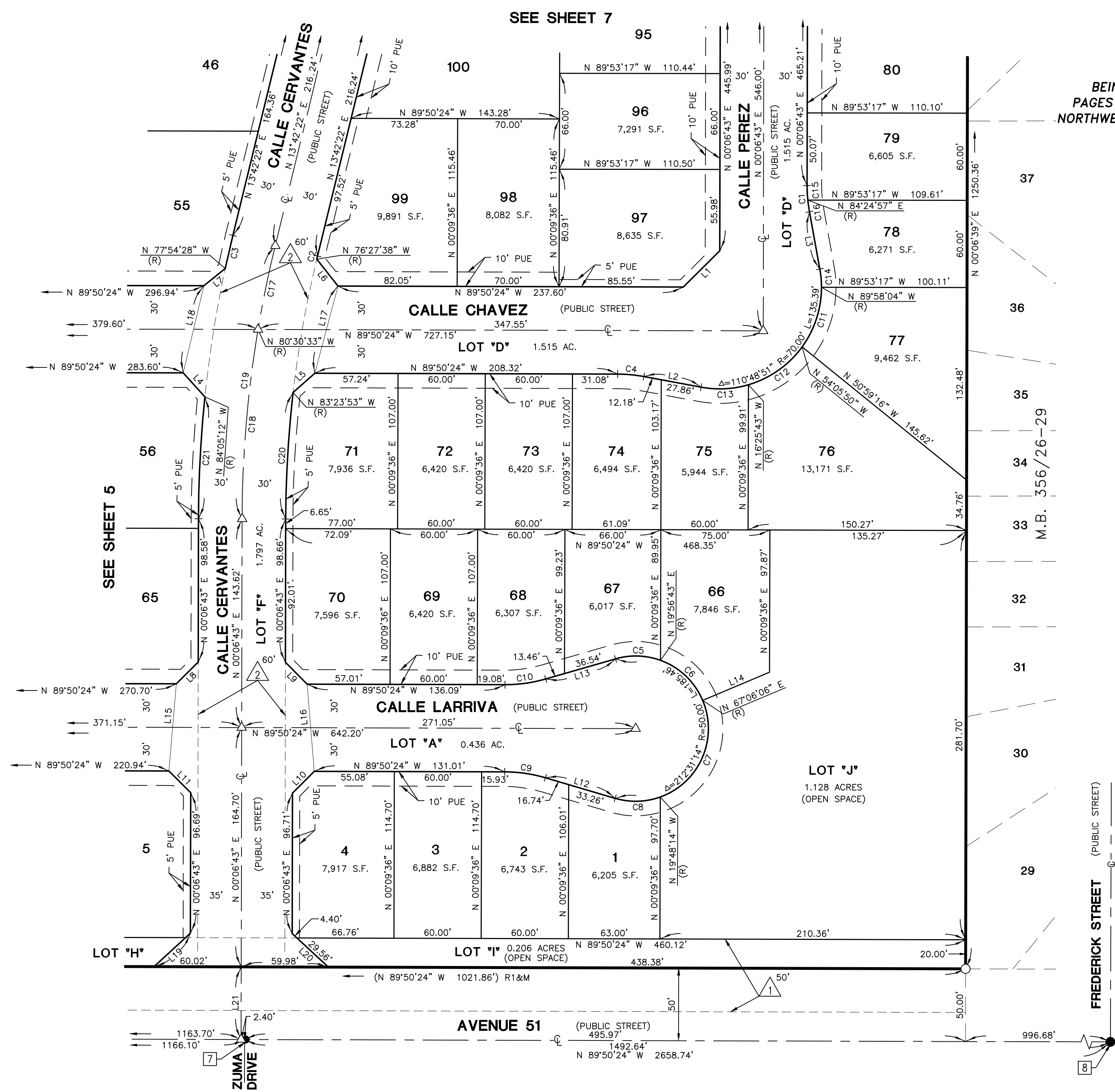
INDICATES SHEET NUMBER



IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 38084
 BEING A SUBDIVISION OF LOT 124 OF TRACT NO. 32075-1, ON FILE IN BOOK 387, AT PAGES 39 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

 **MSA CONSULTING, INC.**

APRIL - 2021

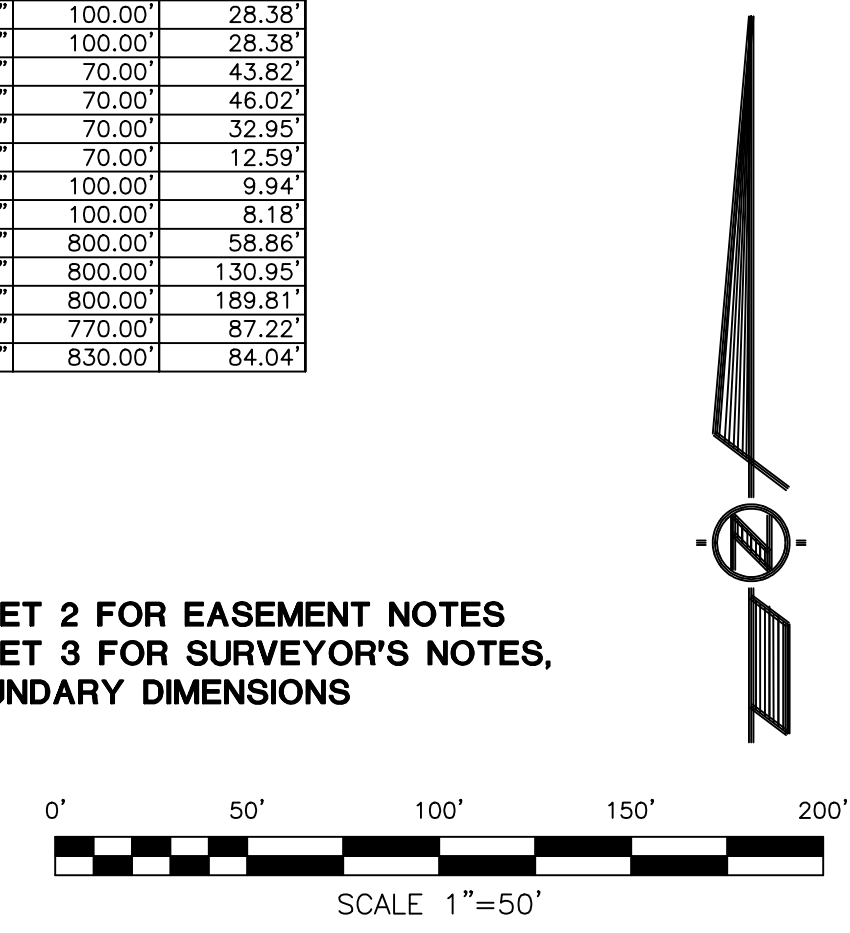


LINE DATA

NO.	BEARING	LENGTH
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L2	N 79°27'25" W	40.04'
L3	N 10°16'16" W	40.04'
L4	N 41°57'48" W	22.25'
L5	N 48°22'51" E	19.99'
L6	N 38°09'01" W	23.54'
L7	N 51°07'34" E	18.89'
L8	N 45°08'10" E	21.22'
L9	N 44°51'50" W	21.20'
L10	N 45°08'10" E	21.22'
L11	N 44°51'50" W	21.20'
L12	N 73°34'47" W	50.00'
L13	N 73°53'59" E	50.00'
L14	N 67°06'06" E	49.91'
L15	N 04°51'07" E	60.20'
L16	N 04°40'31" W	60.21'
L17	N 14°50'45" E	62.03'
L18	N 13°17'43" E	61.61'
L19	N 47°31'12" E	33.98'
L20	N 47°15'17" W	33.96'
L21	N 00°06'43" E	50.00'

CURVE DATA

NO.	DELTA	RADIUS	LENGTH
C1	10°22'59"	100.00'	18.12'
C2	00°10'00"	770.00'	2.24'
C3	01°36'50"	830.00'	23.38'
C4	10°22'59"	100.00'	18.12'
C5	36°02'44"	50.00'	31.46'
C6	47°09'23"	50.00'	41.15'
C7	93°05'40"	50.00'	81.24'
C8	36°13'27"	50.00'	31.61'
C9	16°15'37"	100.00'	28.38'
C10	16°15'37"	100.00'	28.38'
C11	35°52'14"	70.00'	43.82'
C12	37°40'07"	70.00'	46.02'
C13	26°58'18"	70.00'	32.95'
C14	10°18'12"	70.00'	12.59'
C15	05°41'46"	100.00'	9.94'
C16	04°41'13"	100.00'	8.18'
C17	04°12'55"	800.00'	58.86'
C18	09°22'44"	800.00'	130.95'
C19	13°35'39"	800.00'	189.81'
C20	06°29'24"	770.00'	87.22'
C21	05°48'05"	830.00'	84.04'



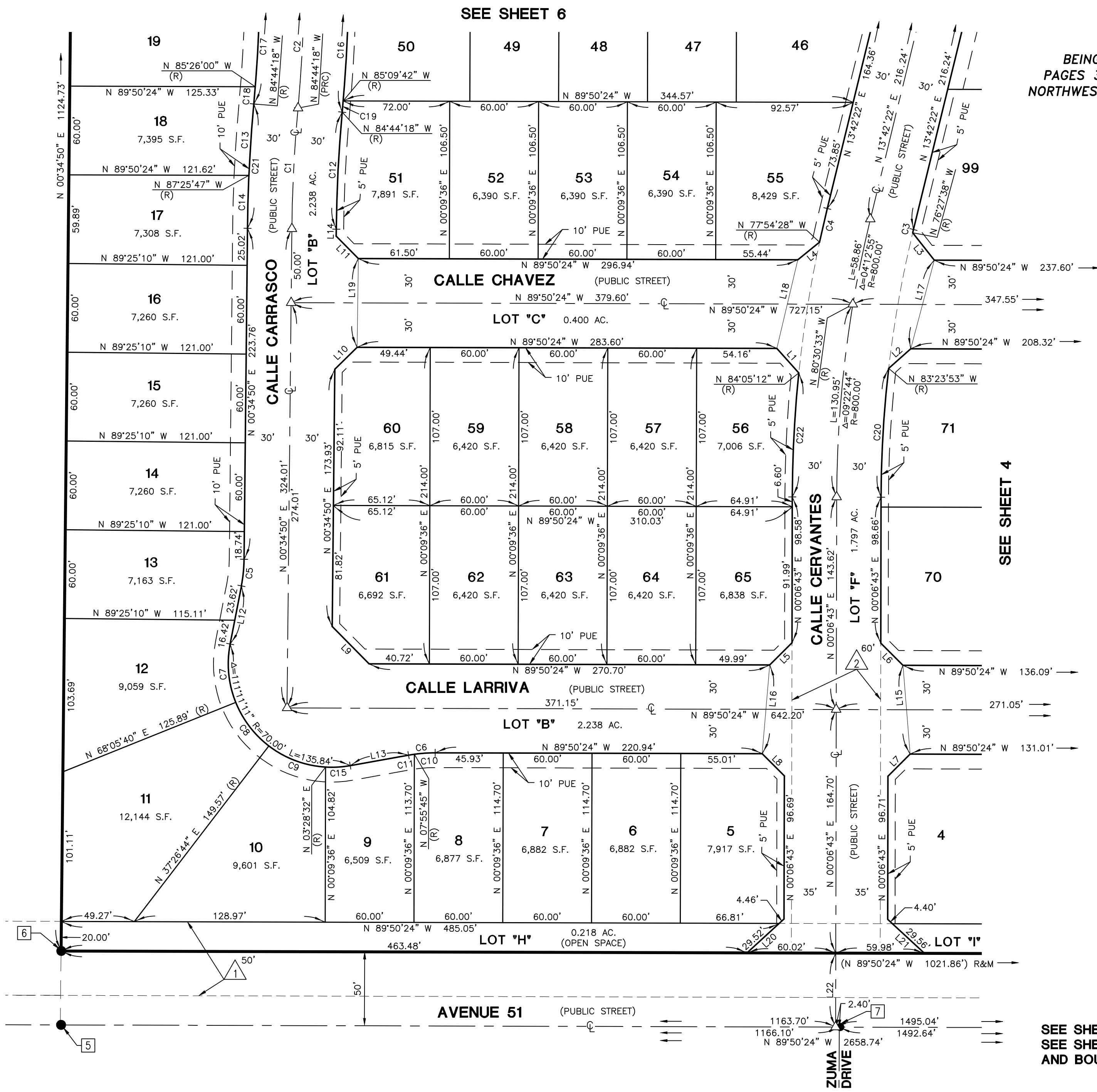
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38084

BEING A SUBDIVISION OF LOT 124 OF TRACT NO. 32075-1, ON FILE IN BOOK 387, AT PAGES 39 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

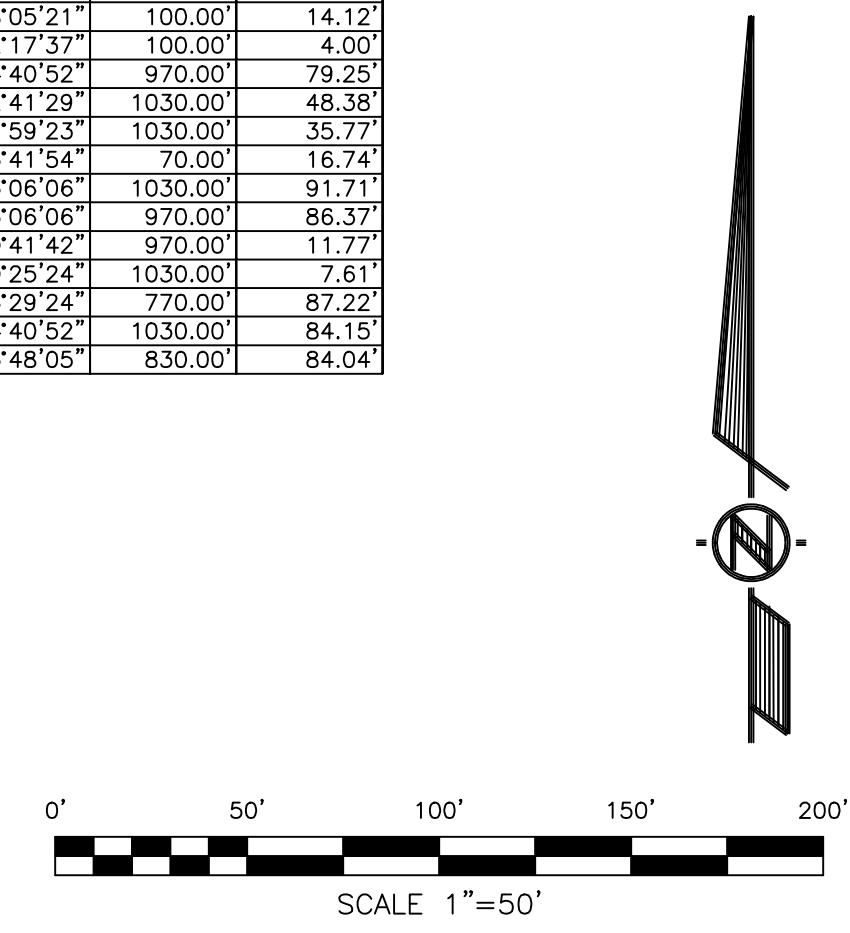
 MSA CONSULTING, INC.

APRIL - 2021



LINE DATA		
NO.	BEARING	LENGTH
L1	N 41°57'48" W	22.25'
L2	N 48°22'51" E	19.99'
L3	N 38°09'01" W	23.54'
L4	N 51°07'34" E	18.89'
L5	N 45°08'10" E	21.22'
L6	N 44°51'50" W	21.20'
L7	N 45°08'10" E	21.22'
L8	N 44°51'50" W	21.20'
L9	N 44°37'47" W	35.48'
L10	N 45°22'13" E	21.14'
L11	N 44°37'47" W	21.29'
L12	N 10°57'49" E	40.04'
L13	N 79°46'38" E	40.04'
L14	N 00°34'50" E	4.67'
L15	N 04°40'31" W	60.21'
L16	N 04°51'07" E	60.20'
L17	N 14°50'45" E	62.03'
L18	N 13°17'43" E	61.61'
L19	N 00°47'27" E	60.00'
L20	N 51°28'25" E	32.03'
L21	N 47°15'17" W	33.96'
L22	N 00°06'43" E	50.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	04°40'52"	1000.00'	81.70'
C2	05°06'06"	1000.00'	89.04'
C3	00°10'00"	770.00'	2.24'
C4	01°36'50"	830.00'	23.38'
C5	10°22'59"	100.00'	18.12'
C6	10°22'58"	100.00'	18.12'
C7	32°52'09"	70.00'	40.16'
C8	30°38'56"	70.00'	37.44'
C9	33°58'12"	70.00'	41.50'
C10	08°05'21"	100.00'	14.12'
C11	02°17'37"	100.00'	4.00'
C12	04°40'52"	970.00'	79.25'
C13	02°41'29"	1030.00'	48.38'
C14	01°59'23"	1030.00'	35.77'
C15	13°41'54"	70.00'	16.74'
C16	05°06'06"	1030.00'	91.71'
C17	05°06'06"	970.00'	86.37'
C18	00°41'42"	970.00'	11.77'
C19	00°25'24"	1030.00'	7.61'
C20	06°29'24"	770.00'	87.22'
C21	04°40'52"	1030.00'	84.15'
C22	05°48'05"	830.00'	84.04'



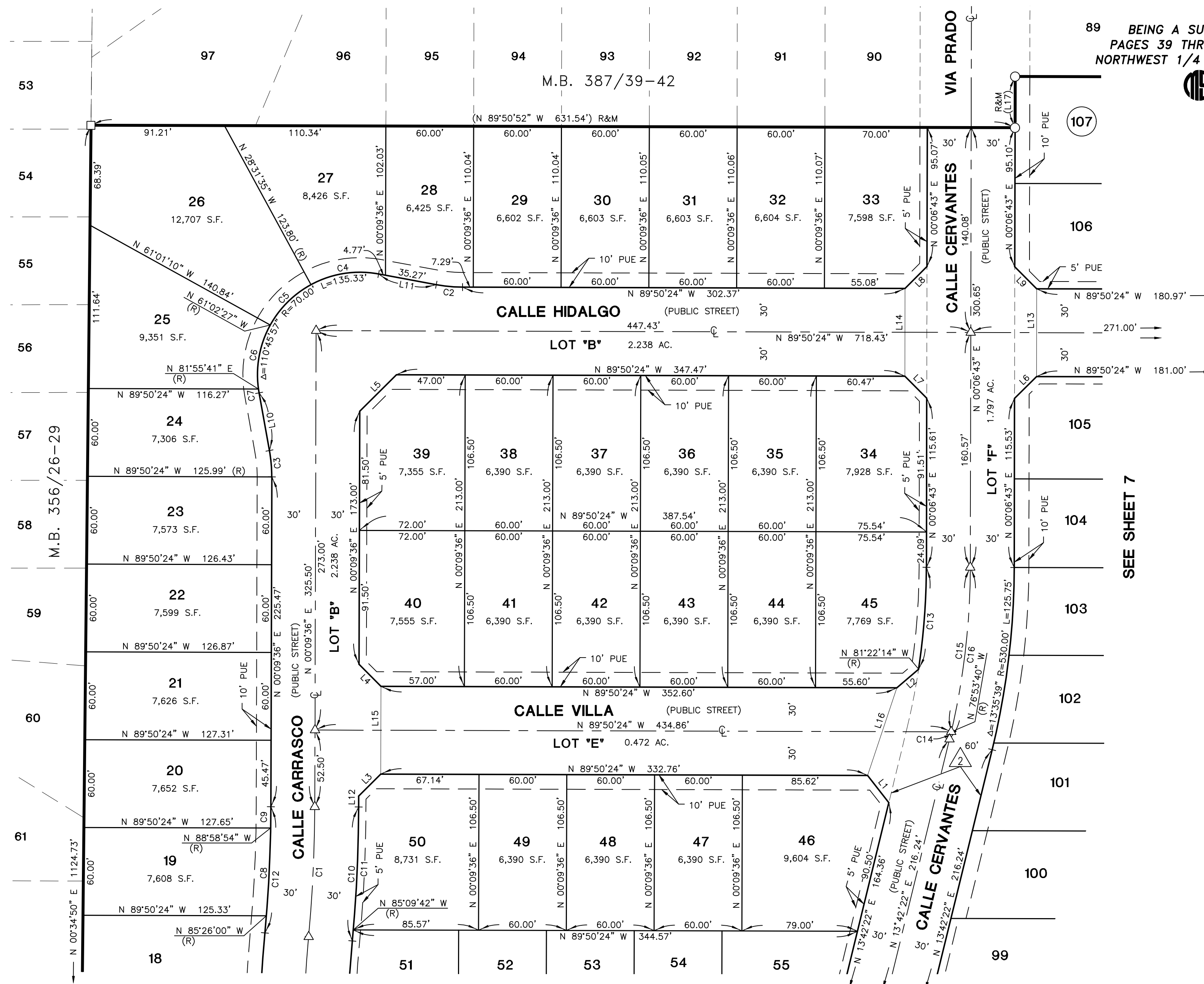
IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38084

89 BEING A SUBDIVISION OF LOT 124 OF TRACT NO. 32075-1, ON FILE IN BOOK 387, AT PAGES 39 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

 MSA CONSULTING, INC.

APRIL - 2021



LINE DATA		
NO.	BEARING	LENGTH
L1	N 38°04'01" W	23.57'
L2	N 49°23'41" E	19.59'
L3	N 45°09'36" E	21.21'
L4	N 44°50'24" W	21.21'
L5	N 45°09'36" E	35.36'
L6	N 45°08'10" E	21.22'
L7	N 44°51'50" W	21.20'
L8	N 45°08'10" E	21.22'
L9	N 44°51'50" W	21.20'
L10	N 10°13'22" W	40.04'
L11	N 79°27'25" W	40.04'
L12	N 00°09'36" E	7.50'
L13	N 00°05'16" E	60.00'
L14	N 00°05'16" E	60.00'
L15	N 00°09'36" E	60.00'
L16	N 18°27'50" E	63.20'
L17	N 00°06'43" E	35.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	05°06'06"	1000.00'	89.04'
C2	10°22'59"	100.00'	18.12'
C3	10°22'58"	100.00'	18.12'
C4	39°04'10"	70.00'	47.73'
C5	32°30'52"	70.00'	39.72'
C6	37°01'52"	70.00'	45.24'
C7	02°09'03"	70.00'	2.63'
C8	03°32'54"	970.00'	60.07'
C9	00°51'30"	970.00'	14.53'
C10	05°06'06"	1030.00'	91.71'
C11	04°40'42"	1030.00'	84.10'
C12	05°06'06"	970.00'	86.37'
C13	08°31'03"	470.00'	69.87'
C14	00°36'02"	500.00'	5.24'
C15	12°59'37"	500.00'	113.39'
C16	13°35'39"	500.00'	118.63'

SEE SHEET 7

SEE SHEET 5

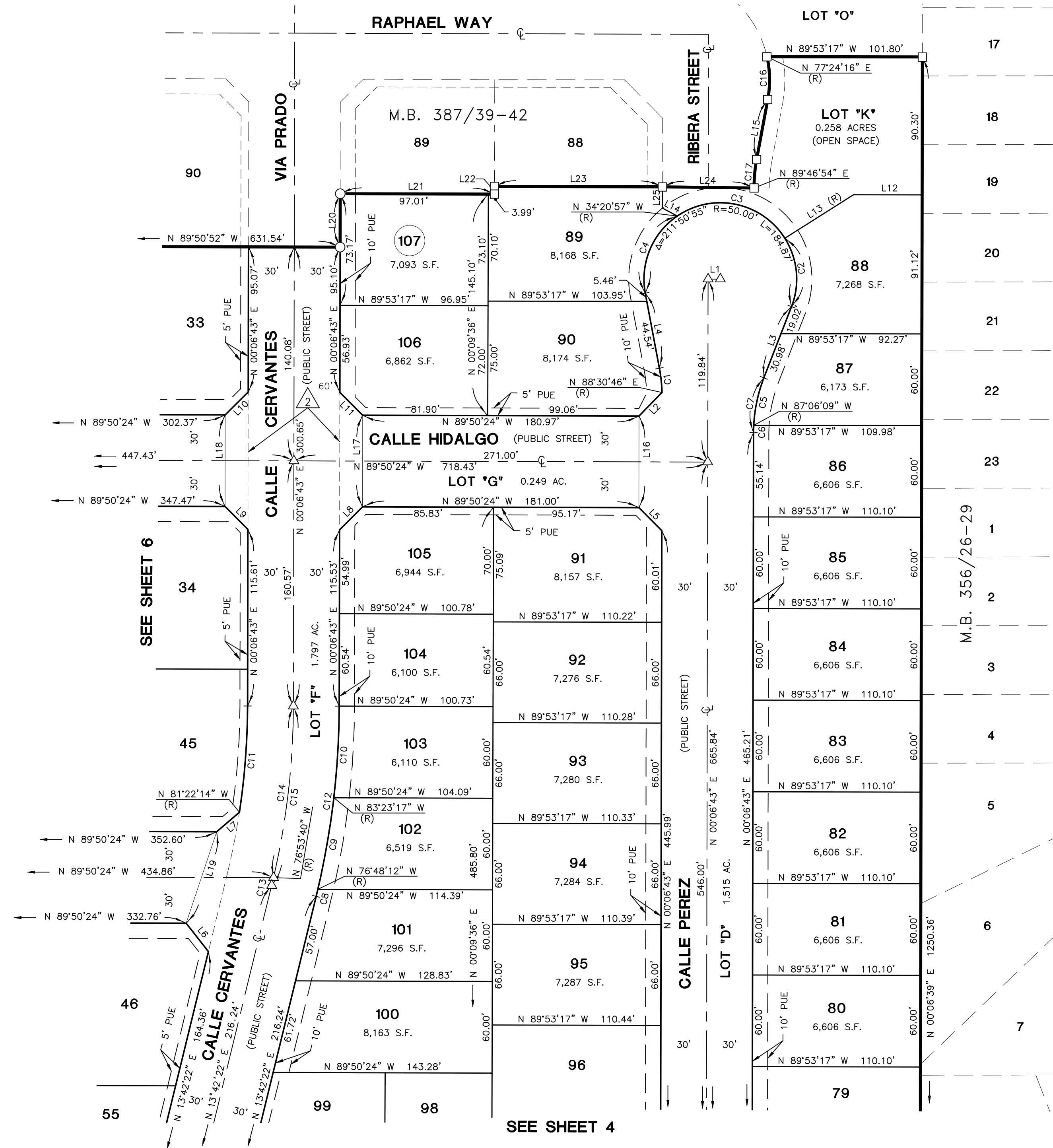
SEE SHEET 2 FOR EASEMENT NOTES
SEE SHEET 3 FOR SURVEYOR'S NOTES,
AND BOUNDARY DIMENSIONS



IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 38084
 BEING A SUBDIVISION OF LOT 124 OF TRACT NO. 32075-1, ON FILE IN BOOK 387, AT PAGES 39 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN

 MSA CONSULTING, INC.

APRIL - 2021

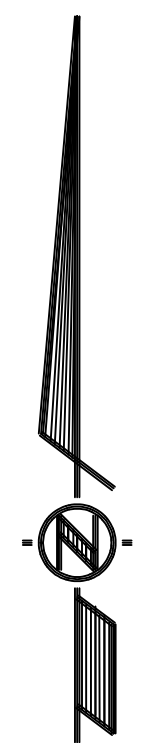
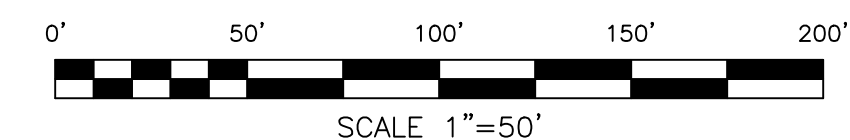


LINE DATA

NO.	BEARING	LENGTH
L1	N 89°53'17" W	8.00'
L2	N 44°20'11" E	21.52'
L3	N 21°10'47" E	50.00'
L4	N 10°40'08" W	50.00'
L5	N 44°51'50" W	21.20'
L6	N 38°04'01" W	23.57'
L7	N 49°23'41" E	19.59'
L8	N 45°08'10" E	21.22'
L9	N 44°51'50" W	21.20'
L10	N 45°08'10" E	21.22'
L11	N 44°51'50" W	21.20'
L12	N 89°53'21" W	44.95'
L13	N 57°40'06" E	53.26' (R)
L14	N 61°44'11" W	11.01'
L15	N 10°29'42" E	40.04'
L16	N 00°03'23" E	60.00'
L17	N 00°05'16" E	60.00'
L18	N 00°05'16" E	60.00'
L19	N 18°27'50" E	63.20'
L20	N 00°06'43" E	35.00'
L21	N 89°50'52" W	101.00'
L22	N 00°06'43" E	5.00'
L23	N 89°50'52" W	110.00'
L24	N 89°18'57" W	60.00'
L25	N 00°06'43" E	13.88'

CURVE DATA

NO.	DELTA	RADIUS	LENGTH
C1	09°10'54"	100.00'	16.03'
C2	53°30'41"	50.00'	46.70'
C3	92°01'03"	50.00'	80.30'
C4	66°19'11"	50.00'	57.87'
C5	18°16'56"	100.00'	31.91'
C6	02°47'08"	100.00'	4.86'
C7	21°04'04"	100.00'	36.77'
C8	00°30'34"	530.00'	4.71'
C9	06°35'05"	530.00'	60.91'
C10	06°30'00"	530.00'	60.13'
C11	08°31'03"	470.00'	69.87'
C12	13°35'39"	530.00'	125.75'
C13	00°36'02"	500.00'	5.24'
C14	12°59'37"	500.00'	113.39'
C15	13°35'39"	500.00'	118.63'
C16	23°05'26"	70.00'	28.21'
C17	10°42'48"	100.00'	18.70'



SEE SHEET 2 FOR EASEMENT NOTES
 SEE SHEET 3 FOR SURVEYOR'S NOTES,
 AND BOUNDARY DIMENSIONS

SEE SHEET 4

SEE SHEET 6



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2021-67, a Resolution to Continue Fully or Partially Virtual Public Meetings (AB 361)

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2021-67 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. 2021-67

RESOLUTION NO. 2021-67

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 10th day of November 2021.

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. 2021-67 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Second Amendment to Professional Services Agreement with Lisa Wise Consulting, Inc. to prepare the City of Coachella - 6th Cycle Housing Element Update to the General Plan, in the amount of \$13,000.00 and authorize a re-allocation of SB-2 Grant funding for this Agreement as part of approved Housing-Related Tasks.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Second Amendment to Professional Services Agreement with Lisa Wise Consulting, Inc, in the amount of \$143,070.00 (augmenting the existing scope by \$13,000) and authorize a re-allocation of SB-2 Grant funds for this Agreement, and Housing-Related Tasks.

BACKGROUND:

On January 24, 2021 the City Council augmented the consultant's scope of work amending the Professional Services Agreement with Lisa Wise Consulting, Inc, in the amount of \$130,070.00 (augmenting the original scope by \$34,020) and authorize a re-allocation of SB-2 Grant funds for this Agreement, and Housing-Related Tasks to include additional public outreach efforts which includes meetings to include three "focus groups" (at no extra charge), and offered additional services such as the facilitation of a "steering committee" and a Housing Element website, and an on-line survey. In April 2021, the California Department of Housing and Community Development (HCD) issued new guidelines for analysis related to affirmatively furthering fair housing (AFFH) as a requirement for 6th Cycle Housing Elements. The analysis now requires inclusion of a separate appendix in the Housing Element with specified spatial and quantitative analysis of the conditions of protected classes. Lisa Wise Consulting anticipates the cost of the AFFH analysis will be approximately \$13,000.

DISCUSSION/ANALYSIS:

Attached to this staff report is a document entitled Second Amendment to Professional Services Agreement that will modify the scope of work to include the AFFH analysis. The consultant provided a proposal showing enhanced public participation options that are "within the current budget" but adjusts the number and type of public meetings.

The original Professional Services Agreement is also attached for reference. The augmented tasks will increase the total budget by \$13,000 bringing the grand total to \$143,070 as shown in the staff recommendation above.

Grant Funding Re-Appportionment:

The original Professional Services Agreement with Lisa Wise Consulting, Inc. qualified for grant funding under California HCD’s Local Early Action Planning (LEAP) and SB2 Grant programs, and staff previously obtained City Council authorization for this work. Staff would like to re-appportion additional funding from the SB-2 Grant funds to make up the difference in the contract amount for the First Amendment to Professional Services Agreement attached to this report.

The following table 1 shows the latest allocated grant amounts for a variety of housing-related tasks. The columns on the far right indicate how staff intends to re-appportion the funding to make up the difference in the anticipated contract work for the Housing Element Update, and the recently-authorized 5th Cycle Rezoning program work (MSA contract was for \$53,310.00).

Table 1: Current Grant Allocation

TASK	LEAP GRANT	SB2 GRANT
HOUSING ELEMENT UPDATE	\$ 65,000.00	\$ 65,070.00
CEQA PROCESSING + REZONING (5th Cycle RHNA)	\$ 50,000.00	\$ 3,310.00
ELECTRONIC PERMITTING SYSTEM	\$ 25,000.00	\$ 27,600.00
ELECTRONIC PLAN CHECK SOFTWARE	\$ -	\$ 21,000.00
ADU/JADU ARCHITECTURAL DRAWINGS	\$ 10,000.00	\$ 43,020.00
ADU/JADU Outreach/Research/Design	\$ 5,000.00	
Conceptual ADU/JADU Standard Drawing Plans	\$ 5,000.00	\$ 15,000.00
Final ADU/JADU Construction Drawing Plans		\$ 62,040.00
Total Projected Cost \$	\$ 150,000.00	\$ 160,000.00

The above charts show the City’s previously-allocated amount of \$130,070 for the Housing Element Update as part of the LEAP and SB2 Grant funds. In order to facilitate completion of the AFFH analysis for the LWC agreement, staff proposes to reduce the SB2 funding for ADU/JADU Architectural Drawings (\$43,020) by \$616. Additionally, staff proposes to reduce SB2 funding for electronic plan check software (\$21,000) by \$12,384 as electronic plan check software (Bluebeam) has been purchased for \$8,616 and no additional funds are required for this task. There are excess funds in these tasks that are available to re-direct as shown on Table 2.

Table 2: Proposed Grant Allocation

TASK	LEAP GRANT	SB2 GRANT
HOUSING ELEMENT UPDATE	\$ 65,000.00	\$ 87,070.00
CEQA PROCESSING + REZONING (5th Cycle RHNA)	\$ 50,000.00	\$ 3,310.00
ELECTRONIC PERMITTING SYSTEM	\$ 25,000.00	\$ 27,600.00
ELECTRONIC PLAN CHECK SOFTWARE	\$ -	\$ 8,616.00
ADU/JADU ARCHITECTURAL DRAWINGS	\$ 10,000.00	\$ 33,404.00
ADU/JADU Outreach/Research/Design	\$ 5,000.00	
Conceptual ADU/JADU Standard Drawing Plans	\$ 5,000.00	\$ 15,000.00
Final ADU/JADU Construction Drawing Plans		\$ 62,040.00
Total Projected Cost \$	\$ 150,000.00	\$ 160,000.00

ALTERNATIVES:

1. Authorize the City Manager to execute the attached Second Amendment to Professional Services Agreement with Lisa Wise, Inc. and re-allocate grant funding for the Housing-Related Tasks.
2. Continue this item and provide staff direction.

FISCAL IMPACT:

Council appropriates \$13,000 in the City’s grants fund (152) for this contract amendment.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 as noted above.

Attachment:

1. Second Amendment to Professional Services Agreement (PSA) with Lisa Wise Consulting, Inc.
2. AFFH proposal memo submitted by Lisa Wise Consulting, Inc.
3. Executed First Amendment PSA with Lisa Wise Consulting, Inc.

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA
AND
Lisa Wise Consulting, Inc.**

ARTICLE 1. PARTIES AND DATE

This Second Amendment to the Professional Services Agreement (“Second Amendment”) dated as of the 14th day of October 2021 is entered into by and between the City of Coachella (“City”) and Lisa Wise, President (“Consultant”), of Lisa Wise Consulting, Inc., a California corporation with its principle place of business at 706 South Hill Street, Suite 1100, Los Angeles, CA 90014.

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated October 15, 2020 (“Agreement”), whereby Consultant agreed to prepare a General Plan Amendment for the Coachella 6th Cycle Housing Element Update project, more specifically described in “Exhibit A” of the Agreement.

2.2 City and Consultant entered into a First Amendment on the 25th day of February 2021 to increase the amount of compensation, and amend the scope of work to include additional services related to the public outreach and community engagement efforts of the project.

2.3 City and Consultant now desire to enter into a Second Amendment (“Second Amendment”) to the Agreement to increase the amount of compensation, and amend the scope of work to include additional services to complete a affirmatively furthering fair housing analysis (AFFH).

ARTICLE 3. TERMS

3.1 The following sections of the Agreement are amended as described below:

A) The second sentence of Section 3.3.1 is hereby deleted in its entirety and amended to read as follows:

The total compensation shall not exceed One Hundred Forty Three Thousand and Seventy Dollars (\$143,070.00) without written approval of City’s City Manager.

B) Task 2.E of Exhibit A entitled “Scope of Services” is amended as shown below (amended text is underlined):

Task 2.E Housing Resources Assessment

In accordance with Government Code 65583(b) and (c), LWC will build on the existing Housing Element, public consensus, and the technical analyses performed in Tasks 2.A. to 2.D. to produce an implementation plan that outlines policies and programs that will satisfy the housing goals of the City during the planning period. This plan provides appropriate and feasible steps the City is already taking or will undertake to accommodate its housing need.

Deliverables (to be incorporated into the draft Housing Element in Task 3.A)

- *Housing Needs Assessment*
- *Inventory of Suitable Residential Sites*
- *Housing Constraints Assessment*
- *Housing Resource Assessment*
- *Implementation Plan (Housing Goals and Policies)*
- *Affirmatively furthering fair housing analysis*

Lisa Wise Consulting, Inc. (LWC) will complete Task 2.E, resulting in minor adjustments to the prior-approved schedule and generation of additional and modified tasks. The total added fee for the Task 2.E will be \$13,000.00.

3.2 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.4 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COACHELLA

LISA WISE CONSULTING SERVICES, INC.

By: _____
City Manager

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

MEMO

To: Gabriel Perez, City of Coachella
From: Lisa Wise Consulting, Inc. (LWC)
Date: 7/28/2021
Subject: Housing Element Update AFFH requirements

In late April 2021, the California Department of Housing and Community Development (HCD) issued new guidelines for the suitable analyses for affirmatively furthering fair housing (AFFH) as a requirement for certification of Housing Elements in the 6th Cycle. These new requirements are significantly more detailed and extensive than had been anticipated prior to the issuance of this guidance.

Before April, it was expected that programs and activities to support fair housing would need to be specified as part of the policy and program recommendations, along with considerations related to housing sites selection. HCD is now requiring the inclusion of a separate, extensive appendix in the Housing Element with specified spatial and quantitative analysis of the conditions of protected classes. This is now a requirement for certification.

Based on our experience addressing the new AFFH requirements on Housing Element Updates in the SCAG, SACOG and ABAG regions, including working with HCD's AFFH Data Viewer, LWC anticipates the required AFFH analysis will cost approximately \$13,000. This cost estimate reflects LWC's understanding that CVAG is not assisting jurisdictions in the AFFH analysis.

To address the AFFH requirements in Coachella with funds from our existing agreement, we propose:

- 1) Reallocate \$10,000 from Task 6.3 Survey to a new task, "AFFH Analysis" (new task 2.F)
- 2) Allocate up to \$3,000 on a time and materials basis to "AFFH Analysis" through change order (#3)

LWC is committed to supporting the City of Coachella through the HCD certification process in the most effective manner possible. We are available to discuss this matter by phone or video conference at the City's discretion.

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BETWEEN THE CITY OF COACHELLA
AND
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[SIGNATURES ON FOLLOWING PAGE]

CITY OF COACHELLA

LISA WISE CONSULTING SERVICES, INC.

By: _____
City Manager

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney



**STAFF REPORT
11/10/2021**

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:

A request for proposals (RFP) for security guard services was published on August 12, 2021 for Project No. 081221. The RFP closed on September 8, 2021. The city received four responses. All proposals were reviewed and scored based on the following criteria identified in the RFP:

- 1) company qualifications and experience;
- 2) qualifications of management team and key personnel
- 3) approach to scope of services;
- 4) cost proposal.

After review by a three-member staff panel, the highest ranked proposer recommended is Southwest Protective Services, Inc. (please see below scoring)

<u>Respondents</u>	Reviewer 1	Reviewer 2	Reviewer 3	Subtotal
- DSI Security Services	60	78	58	196
- Inter-Con Security	62	71	81	214
- Southwest Security	88	85	92	265
- Power Security Group Inc.	73	66	80	219

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/Water Office); 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.

The proposed agreement term is a one-year term from December 1, 2021–November 30, 2022 and allows for up to three additional one-year options; as published in the RFP. The hourly rate for officer patrol with vehicle is \$28.00 per hour and the hourly rate for officer only (no vehicle) is \$23.50 per hour.

Staff is recommending award of a professional services agreement to Southwest Protective Services, Inc., in the amount not to exceed \$275,000 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 2021/2022 fiscal budget.

Attachment:

Proposed Agreement

CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT 081221

1. PARTIES AND DATE.

This Agreement is made and entered into this 27th day of October, 2021, 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, 2021 to November 30, 2022**, 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 SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$275,000.00)** 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
 - Water Billing
- 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
 - Water Billing

EXHIBIT “C”
COMPENSATION

Facility Patrol Services (no vehicle); Library, Senior Center, Water Billing

Security Guard Services Hourly Rate: \$23.50

Annual Not to Exceed Amount: \$100,000.00

Park and LLMD Patrol Services (with vehicle)

Security Guard Services Hourly Rate: \$28.00

Annual Not to Exceed Amount: \$175,000.00

Total Agreement Award Not to Exceed \$275,000.00



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

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

SUBJECT: Amendment No. 1 to the Professional Services Agreement with KOA Corporations, Inc. for an amount of \$71,680.00 to provide PS&E and Right of Way Services for the improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93.

STAFF RECOMMENDATION:

Authorize the City Manager to execute an amendment to the Professional Services Agreement with KOA Corporations, Inc. for an amount of \$71,680.00 to provide PS&E and Right of Way Services for the improvements of Avenue 50 from Calhoun Street to Cesar Chavez Street – City Project ST-93.

BACKGROUND:

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

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

DISCUSSION/ANALYSIS:

On October 9, 2019 City Council authorized an agreement with KOA Corporation for professional design services. The consultant has completed the environmental document and finalized project scope, which include right-of-way acquisition.

Staff recommends approving Amendment #1 to KOA to modify the plans to evaluate value engineering and underground utility considerations between De Oro and Kensington.

FISCAL IMPACT:

Funding for these services will be reimbursed at the rate previously specified of 75% CVAG (\$53,760), and 25% City (\$17,920) from Street DIF funds.

ATTACHMENTS:

Amendment No. 1 to the Professional Services Agreement
Amendment Proposal
Professional Services Agreement

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA
AND KOA PLANNING AND ENGINEERING
Project ST-93**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of October 27th, 2021 by and between the City of Coachella ("City") and KOA Planning and Engineering Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:
 - a. On or about October 9th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of \$545,360 for project ST-93.
 - b. The parties now desire to amend the Agreement as set forth in this Amendment.

2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit "A" at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **six hundred seventeen thousand forty dollars (\$617,040)** without written approval of the City's representative. 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. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, **whenever** the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

KOA PLANNING AND ENGINEERING.

By: _____

Gabriel Martin Date
City Manager

By: _____

Jimmy Lin, Date
Chief Executive Officer

By: _____

Carlos Campos, City Attorney

Attest: _____

Angela Zepeda, City Clerk

October 15, 2021

Mr. Andrew Simmons, P.E.
City Engineer
53990 Enterprise Way
Coachella, CA 92236

Subject: Revisions to Avenue 50 PS&E

Dear Mr. Simmons:

Thank you for requesting KOA Corporation (KOA) to provide this proposal for updating the design plans, specifications, and estimate for Avenue 50.

PROJECT UNDERSTANDING

Plans were prepared for the improvement of Avenue 50 between Calhoun Street and Cesar Chavez Street that included undeveloped land, 6 residences, and commercial land. To reduce the cost of right of way acquisition, a concept was developed that would provide a narrower street section between Avenida De Oro and Kensington Street with modifications as follows:

- The City would like KOA to prepare a sketch that shows reduction of the section between Balboa Street and Kenmore Street, and narrowing of sidewalks, bike lanes, travel lanes, and gutters to fit with the existing right of way.
- Drainage design will be addressed through construction of dry wells, and utilizing the existing drainage system, modified to accommodate the change in curb alignment east of Balboa Street.
- New section will be 4' sidewalks, 24" C&G (18" gutter), 3.5' bike lanes. 4 – 11' lanes, 3' median. = 66'
- Widen median at west Jiffy Lube driveway by using reverse curve instead of taper to allow a median refuge for left turn vehicles out from Jiffy Lube.
- We will utilize lot taken east of Kenmore as a parking lot for Jiffy Lube as well as provide them with parallel parking or angle parking in lieu of the head in parking they have now. Perhaps we can do a land swap instead of paying for acquisition. KOA will prepare a parking lot design and layout.
- Two houses will still need to be purchased. The property on the southwest corner of Balboa and Avenue 50 is currently on the market. KOA will reach out to Epic and instruct them to proceed with acquisition.
- The property on the southeast corner of Calhoun and Avenue 50 is being developed and will go to construction before Avenue 50, so they will construct all the improvements adjacent to their property. They have requested the City to move forward with acquisition of right of way from the property east of theirs, so they have adequate room for roadway width and drainage transitions.

- Because construction east of Avenida De Oro will ne occur on the north side of the street, additional easement descriptions will need to be prepared and additional coordination with utility companies will need to occur.
- KOA will incorporate these changes. Initially, we will prepare an exhibit for presentation to the City Manager. If that is accepted, then revisions will be made to PS&E. We anticipate changes to 37 sheets. Also changes to the specs, quantities, and estimate. The schedule will be revised to have plans ready for construction next fall.

SCOPE OF SERVICES

The scope of services needed to modify the plans, specifications, and estimate include:

1. Modify the plans from Calhoun Street east approximately 1500 feet to show all improvement to the south half of the roadway as existing rather than proposed. These improvements will be constructed by others. Modified plan sheets will include:
 - Typical Section sheet (1)
 - Demolition sheets (2)
 - Plan and Profile sheets (3)
 - Median sheets (4)
 - Intersection Detail sheet (1)
 - Traffic Signal sheet (1)
 - Signing and Striping sheet (2)
 - Lighting sheet (1)
 - Erosion control sheet (2)
2. Modify the plans from Avenida De Oro east to Cesar Chavez Street to reduce the roadway section width to fit within the right of way. Modified plan sheets will include:
 - Title Sheet (1)
 - Typical Section sheet (1)
 - Demolition sheets (2)
 - Plan and Profile sheets (3)
 - Median sheets (3)
 - Drainage sheet (1)
 - Intersection Detail sheets (4)
 - Traffic Signal sheet (1)
 - Signing and Striping sheet (1)
 - Lighting sheet (1)
 - Erosion control sheet (2)
3. Modify the quantities and cost estimate. It is anticipated that the cost estimate will change for 39 items.
4. Modify the specifications to correspond to the plan changes.
5. Landscaping sheets will need to be modified to address the deletion of work from the plans, specs, and estimate, and for the narrowing of the roadway section east of Avenida De Oro.
6. The changes in the project limits will result in the need for preparing temporary construction easements in lieu of right of way acquisition descriptions. Also, additional right of way descriptions will need to be prepared for the replacement of existing sidewalk currently located on private property on the corners of Avenida De Platina. This will require preparation of 4 right of way acquisition descriptions and 8 temporary construction easement descriptions.



FEE

KOA Corporation will perform the work specified in the scope above based on the following fee summary.

FEE FOR AVENUE 50 PLAN REVISION								
TASK NUMBER	SR ENGR II	SR ENGR I	SR. ASSOC ENGR I	ASSOC ENGR I	SR ADMIN	TOTAL HOURS	SUBCONSULTANT COSTS	TOTAL COSTS
	\$215.00	\$180.00	\$130.00	\$115.00	\$80.00			
1. Revisions for Calhoun east 1500' (17 sheets)	2	2	8	32	2	46		\$5,670.00
2. Revisions for Avenida De Oro east (20 sheets)	20	24	40	120	2	206		\$27,780.00
3. Revisions to Quantities and Estimate (39 items)	2	2	12	40		56		\$6,950.00
4. Revisions to Specifications	6	12			2	20		\$3,610.00
5. Revisions to Landscaping Plans						0	\$6,320.00	\$6,320.00
6. Prepare 4 Permanent & 8 Temporary Descriptions						0	\$19,200.00	\$19,200.00
QAQC	10							\$2,150.00
TOTAL	40	40	60	192	6	328	\$25,520.00	\$71,680.00

SCHEDULE

We anticipate this project will take four months to produce.

PROJECT ASSUMPTIONS

Our proposal was developed on the following understanding of the project.

- The City will conduct a single review at 90% and 100% plans and will provide comments following the review.

Please let me know if you have any questions or comments regarding our proposal and we can discuss it at your convenience. Thanks for this opportunity!

Sincerely,

Charlie Schwinger, P.E., T.E.
 Managing Director
 KOA CORPORATION

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of October, 2019 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (“City”) and KOA Planning & Engineering, a California Corporation with its principal place of business at, 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754 (“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 Professional Design Engineering Services to public clients, is licensed in the State of California, and is familiar with the plans of the City.
- 2.3 Project. City desires to engage Consultant to render such services for the Plans, Specifications and Estimate, including Right of Way Acquisition Services for the Improvement of Avenue 50 from Calhoun to Cesar Chavez Street, City Project ST-93.

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 program management necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from October 9th, 2019 to December 31st, 2021, 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 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:

Jimmy H. Lin, PE, KOA Corporation – Chief Executive Officer

3.2.5 City's Representative. The City hereby designates Jonathan Hoy, P.E. – City Engineer, or his 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 Jimmy H. Lin – Chief Executive Officer, 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 subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, 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, 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 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 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.

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 subconsultants. Consultant shall also require all of its subconsultants 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*: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 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 Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or 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 insured with respect to the Work 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 Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the 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:VIII, 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.

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

3.2.11 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 subconsultants, 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 **five hundred forty-five thousand three hundred sixty dollars (\$545,360)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. 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 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 Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, 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 and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. 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 document and other information within fifteen (15) days of the request.

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

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

Consultant:

KOA Corporation
1100 Corporate Center Dr. Ste. 201
Monterey Park, CA 91754
Attn: Jimmy H. Lin

City:

City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attn: Jonathan Hoy, P.E. – City Engineer

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for 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 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 provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to 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. To the fullest extent permitted by law, Consultant shall indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages, expert witness fees, 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 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 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.

3.5.14 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. 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.

3.5.19 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.

3.5.20 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.

CITY OF COACHELLA

KOA Corporation

By: 
William B. Pattison Date
City Manager

By:  10-10-2019
Jimmy Lin, Date
Chief Executive Officer

By:  10/23/19
Carlos Campos, City Attorney Date

Attest:

By:  10/24/2019
Deputy City Clerk, Andrea Carranza Date

Exhibit "A"

PROPOSAL FOR THE DEVELOPMENT OF PLANS, SPECIFICATIONS, AND ESTIMATE FOR THE IMPROVEMENT OF AVENUE 50 BETWEEN THE COACHELLA WEST CITY LIMITS (APPROXIMATELY ONE QUARTER MILE WEST OF CALHOUN STREET) AND CESAR CHAVEZ STREET

PROJECT OVERVIEW

The project entails the improvement of Avenue 50 between the west Coachella City Limits (approximately one quarter mile west of Calhoun Street and Cesar Chavez Street). The design of the improved street will include:

- two through lanes of traffic in each direction
- complete pavement replacement or rehabilitation as required
- curb and gutter
- a center raised and landscaped median
- auxiliary turn lanes at signalized intersections
- a class II bike lane in each direction
- sidewalks on each side
- continuous lighting
- drainage improvements including retention basins on the south side of Avenue 50 west of Cesar Chavez Street
- striping and signing
- new traffic signal at De Oro and Avenue 50 and other signal modifications as required
- demolition and removal of existing improvements
- landscaping and irrigation
- traffic control during construction
- erosion control
- specifications
- construction cost estimate
- right of way acquisition services
- utility coordination
- project management services
- construction phase services

SCOPE OF SERVICES

Task 1 – Project Management and Administration

The KOA Team staff will meet with the City engineering staff at the outset of the project to establish the design parameters for this project. Under the project management task, KOA will be responsible for maintaining contact with the City's Project Manager to keep him informed of the developments on the project. The following specific subtasks will be performed:

- Management of project team including sub-consultants
- Participating in coordination and progress meetings which include preparing minutes
- Submitting Monthly Progress Reports and Invoices including updating Schedules
- Quality Control of Submittals

An initial Kick-off meeting will be held at the beginning of the project. As part of this meeting, KOA will prepare a draft agenda for the meeting that will include:

- Introductions
- Project goals and expectations
- Discussion of proposed work plan and schedule
- Available data
- Communications protocol

KOA will prepare minutes of the meeting and will circulate the draft minutes back to City staff for review and comments. The minutes will document decisions made and identify action items for KOA and the City. We will setup monthly meeting schedule on our calendar after the kickoff meeting.

Deliverables:

- Meeting agendas
- Meeting minutes
- Monthly invoices and progress reports

Task 2 - Surveying and Base Mapping

An aerial survey has been provided as a base for the design development. However, the limits of the project are now better defined than at the beginning of the concept development phase, and additional survey will be required to extend the project from Calhoun west to the City limits, and to obtain topographic information of the properties to be acquired for the construction of the project. Therefore additional aerial survey will be necessary for those areas and for the approaches to the Cesar Chavez Street and Avenue 50 intersection.

The resulting base mapping of the combined survey data will be prepared at a 1"=20' scale to allow for a sufficient level of detail design development.

Deliverables:

Updated survey base map with TIN surface in AutoCAD .DWG format

Task 3 – Utility Potholing and Utility Coordination

Preliminary utility research has been performed as part of the conceptual plan development, and potential conflicts between utilities and the proposed construction have been identified. KOA will subcontract with a potholing company to expose the potential conflicts and note the lateral and vertical locations. After identifying locations that will require potholing, we will contact Dig Alert to field mark buried utilities. We anticipate that to adequately identify utility potential utility conflicts up to 6 slot potholes may be required. Once we have identified the actual locations of the buried utilities, we will contact the utility companies to inform them of the conflicts and begin discussions with them on utility protection, adjustment, or relocation.

Deliverables:

- Potholing report

Task 4 – Design Progress Submittal (60%)

KOA will prepare the preliminary level of design for the project. The plans will include:

- Title Sheet
- Typical Sections
- Demolition Plan
- Roadway Plan and Profiles

- Drainage Plans, Profiles and Details
- Signing and Striping Plan
- Intersection Details
- Hardscape Details
- Traffic Signal Plans
- Landscaping and Irrigation Plan
- Lighting Plan
- Erosion Control Plan
- Traffic Control Plan
- Cross-sections

KOA will prepare a draft set of specifications and an opinion of probable construction cost. We will submit the plans, specifications, and estimate to the City staff for review. KOA will meet with City staff to review the City's comments. Edits to the plans, specifications, and estimate will be made as part of the 90% design submittal.

KOA will identify potential utility conflicts and will summarize them in a utility conflict matrix. 60% plans will be sent to the utility companies.

Deliverables:

- Preliminary plans (60%)
- Preliminary specifications (60%)
- Preliminary cost estimate (60%)
- Utility conflict matrix
- Review meeting agenda
- Review meeting minutes
- Comment response form

Task 5 – Right of Way Acquisition Services

Right of way acquisition will be required. KOA will submit the right of way acquisition proposal separate from this proposal as a separate phase.

Task 6 –Complete Plans, Specifications, and Estimate (90%)

KOA will complete any edits to the plans, specifications, and estimate based on City comments to the 60% design. Additional level of detail will be added to the sheets assembled for the 60% design. The plans will include:

- Title Sheet
- Typical Sections
- Demolition Plan
- Roadway Plan and Profiles
- Drainage Plans, Profiles and Details
- Signing and Striping Plan
- Intersection Details
- Hardscape Details
- Traffic Signal Plans
- Landscaping and Irrigation Plan
- Lighting Plan
- Erosion Control Plan
- Traffic Control Plan

- Cross-sections

KOA will prepare a complete set of specifications and an opinion of probable construction cost. We will submit the plans, specifications, and estimate to the City staff for review. KOA will meet with City staff to review the City's comments. Edits to the plans, specifications, and estimate will be made as part of the 100% design phase. We will prepare a comment response form to track the edits for the preparation of final design.

Deliverables:

- Complete plans (90%)
- Complete specifications (90%)
- Complete cost estimate (90%)

Task 7 – Final Plans, Specifications and Estimate (100%)

KOA will address any comments from the 90% City review. The final plans will include:

- Title Sheet
- Typical Sections
- Demolition Plan
- Roadway Plan and Profiles
- Drainage Plans, Profiles and Details
- Signing and Striping Plan
- Intersection Details
- Hardscape Details
- Traffic Signal Plans
- Landscaping and Irrigation Plan
- Lighting Plan
- Erosion Control Plan
- Traffic Control Plan
- Cross-sections

KOA will prepare a final set of specifications and an engineer's opinion of probable construction cost.

We will submit signed and sealed reproducible [plans, specifications and estimate in AutoCAD and MS Word and Excel formats for bidding purposes.

Deliverables:

- Final plans in AutoCAD
- Final specifications in MS Word
- Final Engineer's estimate in MS Excel

Task 8 – Bidding Support

KOA will prepare responses to Request for Information (RFI) during the bid advertisement period, and will assist the City in issuing any bid addendums.

Deliverables:

- RFI responses
- Bid addendum assistance

Task 9- Construction Support

KOA will provide construction support services, which may include material submittal reviews, site visits, and preparation of RFI responses. KOA will prepare as-built drawings based on redline mark ups of changes provided by the City or the contractor. (fee and scope to be determined based on plans, specifications, and estimate as a separate phase)

STAFFING

KOA has assembled a team to deliver the project as scoped, on schedule, and in budget. Our proposed staffing plan is summarized in the following matrix.

Avenue 50 Staffing Plan			
Name	Classification	Role	Hours
Jimmy Lin	Principal II	Principal in Charge	24
Chuck Stephan	Principal II	QAQC Manager	100
Charlie Schwinger	Senior Engineer II	Project Manager/Lead Civil Engineer	255
Ray Wang	Senior Engineer I	Lead Drainage Engineer	56
Eric Yang	Senior Engineer I	Lead Traffic Engineer	112
Anne Azzu	Senior Planner II	Local Coordination	20
Edward Okitsu	Senior Designer II	Lighting Designer	108
Ling Luo	Associate Engineer II	Production Engineer	610
Raisa Garcia	Associate Engineer II	Production Engineer	610
Jennifer Miller	Associate Engineer II	Production Engineer	74
Christine Adley	Senior Office Administrator	Project Administrator	80
Survey by WestLAND Group, Inc.			
Right of Way Services by Epic Land Solutions, Inc.			
Landscape Architecture by David Volz Design			
Potholing by Ultra Engineering Contractors			

SCHEDULE

KOA has proposed a 17 month schedule for plan production, review, and bidding. The proposed schedule correlates with the tasks outlined in the scope of services.

Avenue 50 Design Schedule																
Task	2019				2020											
	Aug	Sep	Oct	Nov	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Task 1 - Project Management and Administration																
Task 2 - Surveying and Base Mapping																
Task 3 - Utility Potholing and Utility Coordination																
Task 4 - Design Progress Submittal (60%)																
City Review																
Task 5 - Right of Way Acquisition Services																
Task 6 - Complete Plans, Specifications and Estimate																
City Review																
Task 7 - Final Plans, Specifications and Estimate (100%)																
Task 8 - Bidding Support																
Task 9 - Construction Support																

FEE

The proposed fee for Tasks 1-4 and 6-8 is \$374,979.00 and is detailed in the fee attachment.

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 MONTEREY PARK ORANGE ONTARIO SAN DIEGO



KOA Fee Estimate for Design of Avenue 50 Tasks 1-4 and 6-8													
Task	Principal II	Senior Engineer II	Senior Planner I	Senior Engineer I	Senior Designer I	Associate Engineer II	Senior Office Admin	KOA Direct Costs	Total KOA Cost	Westland	DVD	UEC	Total Cost
	\$265.00	\$215.00	\$180.00	\$180.00	\$130.00	\$115.00	\$80.00						
Task 1 – Project Management and Administration	24	60	20				80	\$400.00	\$29,660.00				\$29,660.00
Task 2 - Surveying and Base Mapping		2				16		\$100.00	\$2,370.00	\$16,644.00			\$19,014.00
Task 3 – Utility Potholing and Utility Coordination		2				12		\$200.00	\$2,010.00			\$25,000.00	\$27,010.00
Task 4 – Design Progress Submittal (60%)	0	93	0	120	50	766	0	\$300.00	\$136,485.00		\$20,000.00		\$156,485.00
Title Sheet (1 sheet)		1				10			\$1,365.00				\$1,365.00
Key Map 1(sheet)		1				10			\$1,365.00				\$1,365.00
General Notes (1 sheet)		1				10			\$1,365.00				\$1,365.00
Control Points (1 sheet)		1				10			\$1,365.00				\$1,365.00
Typical Sections (2 sheets)		1				20			\$2,515.00				\$2,515.00
Demolition Plan (6 sheets)		6				60			\$8,190.00				\$8,190.00
Roadway Plan and Profiles (16 sheets)		32				130			\$21,830.00				\$21,830.00
Drainage Plan and Profiles and Details (3 sheets)		4		32		50			\$12,370.00				\$12,370.00
Signing and Striping Plan (4 sheets)		1				30			\$3,665.00				\$3,665.00
Intersection Details (2 sheets)		2				20			\$2,730.00				\$2,730.00
Hardscape Details (1 sheet)		1				16			\$2,055.00				\$2,055.00
Landscaping and Irrigation Plans (17 sheets)		1				30			\$3,665.00		\$20,000.00		\$23,665.00
Traffic Signal Plans (2 sheets)		1		24		30			\$7,985.00				\$7,985.00
Lighting Plans (4 sheets)		1			50	50			\$12,465.00				\$12,465.00
Erosion Control Plan (4 sheets)		1				30			\$3,665.00				\$3,665.00
Traffic Control Plans (8 sheets)		2		24		60			\$11,650.00				\$11,650.00
Cross Sections (37 sheets)		8				160			\$20,120.00				\$20,120.00
QAQC									\$7,200.00				\$7,200.00
Specs		20							\$4,300.00				\$4,300.00
Estimate		8				40			\$6,320.00				\$6,320.00
Task 6 - Complete Plans, Specifications and Estimate	0	78		108	50	556	0	\$300.00	\$106,950.00		\$10,000.00		\$116,950.00
Title Sheet (1 sheet)		1				6			\$905.00				\$905.00
Key Map 1(sheet)		1				6			\$905.00				\$905.00
General Notes (1 sheet)		1				6			\$905.00				\$905.00
Control Points (1 sheet)		1				6			\$905.00				\$905.00
Typical Sections (2 sheets)		2				10			\$1,580.00				\$1,580.00
Demolition Plan (6 sheets)		2				40			\$5,030.00				\$5,030.00
Roadway Plan and Profiles (16 sheets)		24				120			\$18,960.00				\$18,960.00
Drainage Plan and Profiles and Details (3 sheets)		2		24		24			\$7,510.00				\$7,510.00
Signing and Striping Plan (4 sheets)		1		12		24			\$5,135.00				\$5,135.00
Intersection Details (2 sheets)		1				8			\$1,135.00				\$1,135.00
Hardscape Details (1 sheet)		1				8			\$1,135.00				\$1,135.00
Landscaping and Irrigation Plans (4 sheets)		1				24			\$2,975.00		\$10,000.00		\$12,975.00
Traffic Signal Plans (2 sheets)		1		16		24			\$5,855.00				\$5,855.00
Lighting Plans (4 sheets)		1			50	34			\$10,625.00				\$10,625.00
Erosion Control Plan (4 sheets)		1				24			\$2,975.00				\$2,975.00
Traffic Control Plans (8 sheets)		1		16		60			\$9,995.00				\$9,995.00
Cross Sections (37 sheets)		8				100			\$13,220.00				\$13,220.00
QAQC									\$7,200.00				\$7,200.00
Specs		20							\$4,300.00				\$4,300.00
Estimate		8				32			\$5,400.00				\$5,400.00
Task 7 - Final Plans, Specifications and Estimate (100%)		12		32	8	60		\$400.00	\$16,680.00		\$5,000.00		\$21,680.00
Task 8 - Bidding Support		8		8		8		\$100.00	\$4,180.00				\$4,180.00
													\$0.00
Total	24	255	20	268	108	1418	80	\$1,800.00	\$298,335.00	\$16,644.00	\$35,000.00	\$25,000.00	\$374,979.00

PROPOSAL FOR RIGHT OF WAY ACQUISITION SERVICES FOR THE IMPROVEMENT OF AVENUE 50 BETWEEN THE COACHELLA WEST CITY LIMITS (APPROXIMATELY ONE QUARTER MILE WEST OF CALHOUN STREET) AND CESAR CHAVEZ STREET

PROJECT OVERVIEW

The project entails the improvement of Avenue 50 between the west Coachella City Limits (approximately one quarter mile west of Calhoun Street and Cesar Chavez Street. It is anticipated that to construct the improvement, right of way will need to be acquired through total acquisition of 6 residential properties, and partial acquisition of seven other properties.

Right of way acquisitions services will include:

- Order and review preliminary title reports (assume 13)
- Appraisal oversight (assume 13)
- Document preparation for offer packages (assume 13)
- Acquisitions and negotiations (assume 13)
- Escrow services coordination (assume 13)
- Relocation assistance – residential (assume 6)
- Quality assurance/quality control
- Project management (meetings, file maintenance, file close out, status reports, etc.)

KOA will sub-consult the preparation of property descriptions to WestLAND Group, Inc., and the other acquisition services to Epic Land Solutions, Inc.

Assumptions for the Right of Way Acquisition services include:

- 6 client meetings, monthly status reports, and related tasks
- 13 properties will be impacted
- 13 appraisals will be prepared
- No appraisal reviews will be needed
- No business relocations will be necessary
- No loss of business goodwill appraisals will be necessary
- City will provide right of way document templates
- No eminent domain support services are included
- 6 full residential acquisitions will be required
- Relocation for 6 residences will be required
- Displacements will be cooperative
- Coordination of phase I or phase II site assessments is not in the scope
- Project can be completed in 12 months without delays
- Deposition, court testimony and expert witness are not included in the scope
- Proposal is valid for 90 days
- Litigation guarantee is not in the scope
- Hourly rates may be adjust 3% at the beginning of each calendar year



SCHEDULE

KOA has proposed a 6 month schedule for right of way acquisition services.

FEE

The proposed fee for Task 5 is \$170,381.00 and is detailed in the fee attachment.



(Letterhead Additional pages template)

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KOA Fee Estimate for Design of Avenue 50 for Task 5														
Task	Principal II	Senior Engineer II	Senior Planner I	Senior Engineer I	Senior Designer I	Associate Engineer II	Senior Office Admin	KOA Direct Costs	Total KOA Cost	Westland	Epic	DVD	UEC	Total Cost
	\$265.00	\$215.00	\$180.00	\$180.00	\$130.00	\$115.00	\$80.00							
Task 5 - Right of Way Acquisition Services	8	12				12	8		\$6,720.00	\$15,191.00	\$148,470.00			\$170,381.00

Business Licensee Report

Name Cesar Lucrecio **Date Submitted** 10/19/2021
Department Business License
Period 7/1/2021 - 9/30/2021

Revenue Account	Description of Revenue	2022 Total Budget	1Q 2022 Revenue	Last Quarter Totals	Year-to-date 2022 Revenues	(Over)/Under Budget
101-11-110-10-315-000	Annual Registration Tax	\$ 25,000.00	\$ 1,720.00	\$ -	\$ 1,720.00	\$ 23,280.00
101-11-110-10-316-000	Business Licensee Fee	570,000.00	20,280.57		20,280.57	549,719.43
101-11-110-10-319-000	Penalties Revenue	3,500.00	335.36		335.36	3,164.64
240-12-110-40-342-000	Uniform Fire Code Fee	100,000.00	3,540.00		3,540.00	96,460.00
101-11-110-10-325-000	SB-1186- State Tax	4,000.00	348.00		348.00	3,652.00
101-11-110-10-322-000	Transient Occupancy Tax	140,000.00	135,049.26		135,049.26	4,950.74
101-11-110-10-332-000	Cannabis - Cultivation	-	104,127.82		104,127.82	(104,127.82)
101-11-110-10-333-000	Cannabis - Manufacturing	7,000.00	991.21		991.21	6,008.79
101-11-110-10-334-000	Cannabis - Lab Testing	-	-	-	-	-
101-11-110-10-335-000	Cannabis - Retail	593,000.00	4,133.42		4,133.42	588,866.58
101-11-110-10-336-000	Cannabis - Distribution	400,000.00	456.02	-	456.02	399,543.98
	Total Budget	\$ 1,842,500.00	\$ 270,981.66	\$ -	\$ 270,981.66	\$ 1,571,518.34



**CITY OF COACHELLA
53-990 ENTERPRISE WAY
COACHELLA CA 92236**

***CODE ENFORCEMENT, GRAFFITI &
ANIMAL CONTROL***

QUARTERLY REPORT

July. 1, 2021 to Sept. 31, 2021

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 07/01/2021 To 09/30/2021	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	187	146	41

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).	9	6	3
12.12.050 - Duty to maintain sidewalks.	1	1	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
12.42.030 - Unlawful camping.	15	12	3
12.42.040 - Storage of personal property on public property.	3	3	0
13.03.044 Wasting water prohibited.	2	2	0
13.03.208 - Access to water meter.	1	1	0
13.03.306 Expiration or Extension of Permit	1	1	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	12	2	10
15.44.010 Building Numbering/Required	2	2	0
15.60.010 Building Permit Required	20	9	11
15.60.050 - Substandard buildings and housing.	2	1	1
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	0	0	0
17.48.020 Display of merchandised out of doors.	1	1	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	10	8	2
17.54.010.(N)(3)	0	0	0
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	5	2	3
17.56.010(J)(2)(B) - Signs	0	0	0
17.58.010 - Home occupations	3	2	1
17.60.010 (F)(4) Accessory structures	0	0	0
17.60.010 (G) - Trailers Outside Camps	0	0	0
17.60.010 - Property development standards. (Fence)	0	0	0

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.	3	3	0
3.10.010(D)(30)Discharge of Sewage	3	2	1
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.	1	1	0
3.10.010(D)(38)-Municipal Code Violations.	0	0	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	2	2	0
3.10.010(D)(6)Parking on Yard Off Driveway	4	4	0
3.10.010(D)(7) Occupied Vehicles	3	2	1
3.16.090 - Failure to comply with notice of violation.	16	8	8
5.80.100 - Operational requirements and performance standards established. (Short Term Rentals)	0	0	0
7.04.040 - Prohibited noise generally.	3	1	2
8.20.040(C)Dust Control requirements	0	0	0
8.44.010 - Collection by city or agent only.	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	0	0	0
8.48.030 (B)Graffiti Prohibited	4	4	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)	2	2	0
Business License Required	6	5	1
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
Display of merchandise out of Door	0	0	0
Garbage Containers	23	21	2
Illegal Dumping	5	5	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	6	6	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	3	1	2
UFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	2	1	1
UFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	4	3	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	6	4	2
Totals	381	293	88

Code Enforcement:
Graffiti Department Quarterly Report
July 1, 2021 to September 30, 2021

	Totals
Gallons Used	285 Gal.
5 Gallon buckets Purchased	4
Cover up/ stops	432
Pressure Washing Sq. ft.	2,250 sq ft
This graffiti artist has been tagging the city for the past 4 months.	“MOUSE”





**County of Riverside
Department of Animal Services
Coachella City Quarterly Report for September 2021 Field Service**

Field Services Impound Statistics	Sep-21	QTR 7/1/2021 - 9/30/2021)
Total Canines Impounded	27	110
Owner Turn-Ins	2	50
Stray	21	46
Dead on Arrival	4	14
Total Felines Impounded	23	70
Owner Turn-Ins	0	1
Stray	16	48
Dead on Arrival	7	21
Total Other Animals Impounded	1	3
Owner Turn-Ins	0	0
Stray	0	1
Dead on Arrival	1	2

Field Services Activities	Sep-21	QTR 7/1/2021 - 9/30/2021)
Number of Requests for Service	66	187
Number of Animal Bite Calls	6	9
Number of sick/injured animal calls	5	18
Vicious Animal (imminent danger)	8	19
Cruelty/Neglect Calls	3	11
Total Citations	4	9
Total Licenses	57	179
Number of Nuisance animal Complaints	2	2

City of Coachella

Development Status Report

September, 2021



Prepared By:
Development Services Department
Gabriel Perez, Development Services Director
Nikki Gomez, Associate Planner
Rosa Montoya, Planning Technician
Jocelyn Kane, Cannabis Liaison

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.

City of Coachella Development Status Report

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July, 2021

	<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 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
	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 Plans Approved
	AR	18-10	<u>Golden State Energy Services</u>	NE Corner Polk St. and	Golden State Energy Services	Plans Approved

City of Coachella Development Status Report

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		(Admin)	Construct new electrical substation	Industrial Way	3421 Gato Ct. Riverside CA 92507 (951) 906-9865	
	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 Under Construction
	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 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 Under Construction
	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	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 Under Construction

City of Coachella Development Status Report

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			Hub			
	AR TPM	19-10 37833	<u>CV Apartments</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
	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 Under Construction
	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
	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	84-499 Calle Cathron	Gabriel Gonzalez 43-738 Commanche St Indio CA 92201	Pending

City of Coachella Development Status Report

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			attached garage.		(760)574-0601	
	AR	21-04	<u>Ocean Mist</u> Proposed 3.99 acre outdoor box storage	86709 and 86790 Ave 52	Christopher Drew 52300 Enterprise Way Coachella, CA 92236	Pending
	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	PC Approved 7/18/18 CC Approved 9/26/18 PM Approved 4/10/19 Reso-2019-23

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					(760) 289-5279	
	CUP CUP AR TTM EA	267 268 16-05 37088 16-02	<u>Ravella - To develop 20 acres</u> 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 Phase 2 Under Construction
	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 Under Construction
	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	Ed Sapigao 5151 California Ave Ste 100 Irvine CA 92617 (949)280-4782	PC Approved 7/19/17 CC (Appeal) Approved 9/27/17 Under Construction
	CUP CUP	284 285	<u>Mobilitie Mono-Pole</u> To install 3 new wireless communications poles in the	SEC of Ave 52 & Tyler	Robert Lewis Mobilitie, LLC 2955 Red Hill Ave Ste 200	PC Approved 12/21/17 CUP 284 Withdrawn

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	CUP	286	street right-of-way	SWC Ave 50 & Harrison NWC Westerfield & Harrison	Costa Mesa CA 92626 (951) 212-5825	
	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 PC Approved 24 month retroactivetime extension 11/18/20 – Expires 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
	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 In Plan Check
	CUP	281	<u>Coachella Research Park #1</u>	NE Corner of Ave. 48	<u>Michael Meade</u>	PC Approved 10/4/17

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	AR TPM EA	17-05 37265 17-03	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.	and Harrison Street	Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	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 <i>Time Extension to 11/28/19</i> <i>Time Extension to 11/28/20</i> Interim Use Under Construction
	CUP	294	<u>Chelsea Mixed Use Project</u> To establish “PD” land use regulations and development standards for TOD project	East side of Cesar Chavez Street, north of 6 th Street	Walter Heiberg Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011	PC Approved 12/21/17 CC Approved 11/29/18 Modification Approved 1/30/19

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			(105 Apartments w/ 3,000 sf commercial and Transit Hub)		(760)456-6000	Under Construction
	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> Interim Use in Plan Check
	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
	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	44-790 Dillon Rd.	Jim Komick Red Moon Dev. & Construction 4320 Priceless View Dr.	PC Approved 3/06/19 Under Construction

City of Coachella Development Status Report

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			rental spaces and 390 short-term rental spaces		Gold Canyon AZ 85118 (480)947-9253	
	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
	CUP	323	<u>The Foundation Delivery</u> To allow a 650 sq. ft. non-storefront retail cannabis	51-544 Cesar Chavez St., Suite #J1	CHAD Enterprises, LLC 43-100 Palm Royale Dr. #1627 La Quinta, CA 92253	PC Approved 9/2/20 Now operating

City of Coachella Development Status Report

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			(delivery only) microbusiness in the CG zone.		(760)799-3636	
	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	Pending
	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
	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 3/3/21
	CUP	335	<u>Kismet Organic Non-Storefront Retail Cannabis</u> To allow a 225 sq. ft. non-	48-050 Harrison St. #2	Mr. Kyle Friend 9 Cushing Irvine CA 92617	PC Approved 11/18/20

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			storefront retail cannabis business in the MW zone.			
	CUP CZ	336 20-08	<u>Pueblo Cannabis</u> 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.	85-591 Grapefruit Blvd	Armando Lerma 83-983 Fiesta Road Coachella, CA 92236	PC Approved 8/4/21 CC Approved 5/26/21 - CUP CC Approved 6/9/21 - CZ
	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 Consideration Pending
	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. Nestrin 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</u>	50501 Fillmore Street	Wyatt Nelson	PC Pending Approval

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July, 2021

			<u>Cannabis Cultivation</u> 11 acres of proposed outdoor cannabis cultivation in hoop houses.		2323 Bonfield Ct, Camarillo, CA (805)910-8587	
	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 building for cannabis business uses on a 1.29 acre parcel	86695 Avenue 54	American Desert LLC 15303 Arrow Blvd Fontana, CA 92335 (213) 81603214	Planning Commission recommended approval 10/20/21 Pending CC Approval
	TTM 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 AB 1561 Ext. to 9/12/22
	TTM 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	PC Workshop 3/20/19 PC Approved 6/19/19 CC Approved 5/13/20

City of Coachella Development Status Report

Item 20.

July, 2021

					(858) 699-7440	
	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
	TTM AR VAR EA	38084 21-03 21-04 21-01	<u>Pulte Coachella Subdivision</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
	TPM AR	38218 21-07	<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	Pending PC and CC Approval
	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	Pending Administrative Review

City of Coachella
Development Status Report
July, 2021

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

JULY - SEPTEMBER 2021



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 – Bonifacio De La Cruz
2. 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 – Juan Arroyo
4. Fire Apparatus Engineer – Tommy Lemus
5. Firefighter Apparatus Engineer/Paramedic – Vacant
6. Firefighter II/Paramedic – Michael Gonzales
7. Firefighter II/Paramedic – Joshua Brann
8. Firefighter II/Paramedic – Daniel Lucido

TRUCK 86
 46-990 JACKSON ST.
 INDIO, CA 92201
 (760) 347-0726

Truck Company

1. Fire Captain – Darrel Anderson
2. Fire Captain – Luis Alvarez
3. Fire Captain – Mark Greenway
4. Fire Apparatus Engineer – Noah Dimuccio
5. Fire Apparatus Engineer – Bryan Rowe
6. Fire Apparatus Engineer – Alfonso Moreno
7. Firefighter II – Beau Clevenger
8. Firefighter II – Tyler Mentges
9. Firefighter II – Jesus Ortega
10. Firefighter II/PM – Kyle Wilmore
11. Firefighter II/PM – Andrew Barbosa
12. Firefighter II/PM – Sean Mc Chesney

YEAR END RESPONSE REPORT

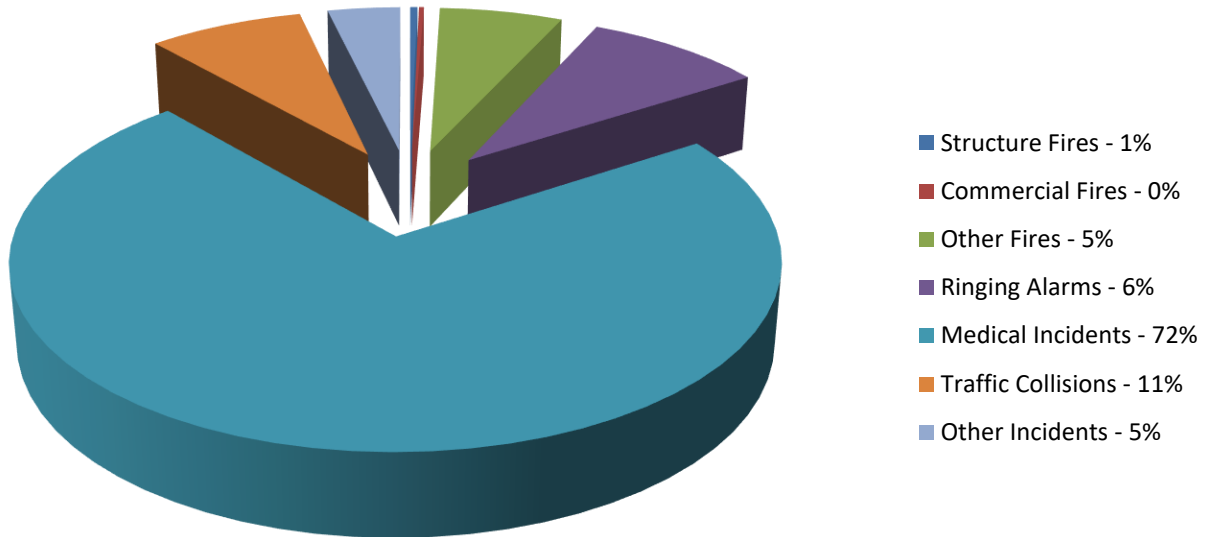
JULY 1, 2021 – SEPTEMBER 30, 2021

	JULY	AUGUST	SEPTEMBER	YTD (CITY OF COACHELLA)
STRUCTURE FIRES	2	0	1	12
COMMERCIAL FIRES	0	1	1	4
OTHER FIRES	21	18	12	136
RINGING/FALSE ALARMS	27	20	27	190
MEDICAL INCIDENTS	201	202	189	1,837
TRAFFIC COLLISIONS	18	23	23	227
OTHER INCIDENTS	14	6	10	92
TOTAL	283	270	263	2,498

RESPONSE TIMES

	JULY	AUGUST	SEPTEMBER	YTD (CITY OF COACHELLA)
AVERAGE RESPONSE TIMES (MINUTES)	5.1	4.7	5.3	4.7
% OF CALLS ON SCENE IN 5 MINUTES OR LESS	65%	70%	62%	69%

**Coachella Fire Department Response Totals
July - September 2021
Total of 816**



SIGNIFICANT EVENT

7/7/21 – Firefighters responded to multiple reports of a vegetation fire. The first arriving engine company reported a row of thirty-foot Oleander trees on fire underneath power and communication lines in the area of Tyler Street at the cross of Las Flores Avenue. A quick coordinated fire attack prevented the fire from spreading to the power poles. The fire was contained to a 10 x 30 spot. Imperial Irrigation District Emergency crews responded to the scene. No civilian or firefighter injuries were reported. The cause of the fire is under investigation. Total Lost: 0.00 Total Saved: \$25,000.00 (See photos below)



7/16/21 – Fire units from Coachella, Indio, La Quinta, Thermal, Mecca, Bermuda Dunes, and Thousand Palms were dispatched to a reported structure fire in the area of Avenue 50 at the cross of Fillmore St. The first arriving engine reported an approximate one thousand square foot abandoned structure well involved with fire, along with multiple palm trees and vegetation burning. Due to the remote area additional resources were requested for water shuttle. An aggressive fire attack kept the fire to the initial structure of origin and one acre of vegetation/refuse. Fire crews returned to the location of the fire the following day for additional

mop-up work. No injuries to civilians and/or firefighters. (See photo below)



7/18/21 – Fire crews from Coachella, Indio, Thermal, Thousand Palms, and Desert Hot Springs; along with Riverside County Sheriff’s, and American Medical Response responded to reports of a vehicle into a structure, with fire and entrapment. Coachella Engine 79 reported a vehicle into the corner of a residence; the driver was already out of the vehicle and light amounts of smoke was coming from the vehicle’s engine compartment. No fire was found and the structural integrity of the damaged portion of the dwelling was not compromised. City building and safety staff were notified. No other injuries were reported, and firefighters remained on scene until the vehicle was safely removed from the structure. (See photo below)



8/7/21 – In the AM hours, firefighters responded to a reported vegetation fire burning in the field behind Loves Truck Stop on Dillon Road in the City of Coachella. First arriving Battalion Chief reported a large spot of vegetation and palm trees burning, off Vista Del Norte and Harrison Street. The fire burned 1 acre of vegetation with 22 palm trees and a large 150' by 150' by 25' pile of debris. It was determined that the fire escaped from a homeless encampment and quickly spread to the palm tree grove. Firefighters would remain on scene several hours for extensive mop up in the heavy fuels. No injuries reported.

8/7/21 – Fire crews again responded in the evening to a reported vegetation fire off Vista Del Norte and Harrison Street. Upon arrival firefighters found 1 acre of vegetation was burning within a palm tree grove. Firefighters were able to contain the fire to 5 acres of vegetation and 2 dozen palm trees. Firefighters would remain on scene 4 to 5 additional hours due to extensive and continual mop up of the area.

8/9/214 – City Firefighters responded to reports of a trash truck on fire. Engine 79 discovered smoke rising from the top of a front-end loader compactor trash truck. Approximately 35 cubic

yards of burning garbage was expelled from the natural gas-powered truck, thus minimizing fire damage to the truck itself. Coordinated efforts by fire crews limited damages to the hydraulic lines and ancillary equipment on the truck, while containing the large heap of burning garbage from extending into an adjacent date palm grove along with several nearby parked cars. The natural gas cylinders were not compromised, and no hydraulic fluid leaks occurred.

9/23/21 – Fire units responded to a reported traffic accident with entrapment. Upon the arrival of Engine 79, a high-speed head-on collision involving a SUV and tank truck was observed to have occurred with both vehicles firmly wedged together. The driver of the SUV was pronounced deceased and the truck driver was treated for a minor injury then transported to the local trauma center. An active liquid leak identified as Phosphoric Acid from the tanker required a Hazardous Materials response including Environmental Health. Extrication work began once the leak was mitigated, and Grapefruit Boulevard remained closed for approximately 7 hours while cleanup ensued and RSO investigation continued. No other injuries were reported. (See photos below)



COMMUNITY

7/2/21 – The Coachella Fire Department participated in the 4th of July celebration at Bagdouma Park. (See photos below)





7/19/21 – Coachella Fire Station #79 was honored to host Council Member Neftali Galarza, City Manager Dr. Gabriel Martin, and Development Services Director Gabriel Perez. After introductions and a fire station tour, our visitors were briefed on current updates regarding the Fire Department. (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.

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.

ENGINEERING:

Capital Improvement Projects
July 2021-September 2021

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.



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-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.



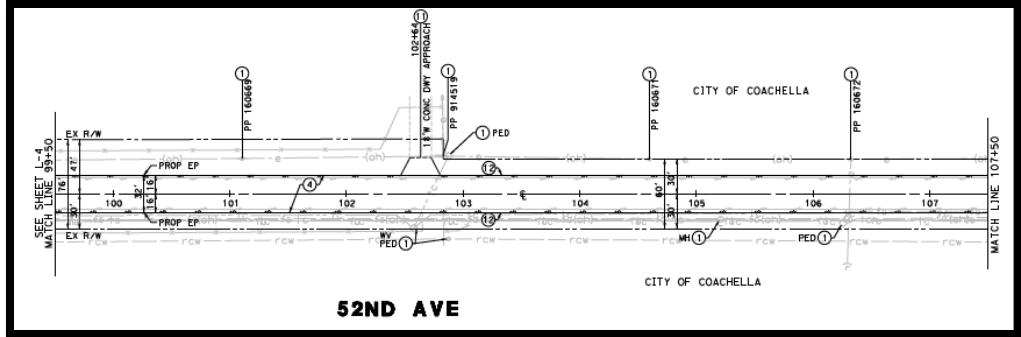
ST-123 Grapefruit Blvd. Urban Greening Project

A construction contract was awarded to C.S. Legacy Construction as the lowest, responsive bidder on December 17, 2020. Construction started on January 11, 2021 and is scheduled to be completed by September 2021. Slurry seal has started with striping and sign installation to follow. Final landscape and electrical walkthroughs to be completed soon. Final punch list items and cleanup have started. City staff continues to inspect.



ST-129 Avenue 52 and Calhoun

City Staff is coordinating with the County of Riverside and City of Indio on Plans, Specifications and Engineer’s Estimate (PS&E) package. PS&E package is currently 100% complete and is currently out to bid. Project will resurface Avenue 52 from Calhoun to Van Buren within city limits.



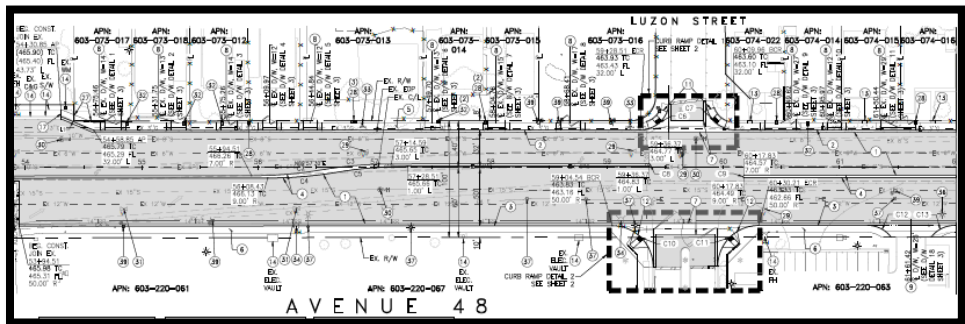
ST-130 Pueblo Viejo Sustainable Transportation Project

A Request for Proposals (RFP) to design Plans, Specifications and Engineer’s Estimate (PS&E) package for the Pueblo Viejo Sustainable Transportation Project were submitted January 13, 2021. Egan Civil was selected as the consultant and awarded a Professional Service Agreement to complete the PS&E package. The project will add over two miles of class II bikeways, pedestrian and landscaping improvements in the Pueblo Viejo downtown area.



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.



Private Development Projects

49751 Oates Ln. Luxor RV Parking & Storage:

Storm drain and fire private systems have been installed. Project has been connected to City water system. V- Gutter, half of Parking Lot and two driveways have been completed. Contractor continues grading the rest of parking lot. Temporary COO has been issued. City Staff continues to inspect.



Red Moon Development at the Villas at the Vineyards:

Project is currently on hold.

Escondida Pointe D.R. Horton:

Construction continues as scheduled on Phases 31-33. Phases 1-30 are complete and finals for sewer, water and Engineering have been granted. Staff continues to inspect.



Valencia:

City Staff issued Encroachment Permit for Hydrant, Water services and Meter boxes replacements. Grading Plans and all submittals have been approved. PM10 sign has been installed. Model homes have been completed. Phase 1, 2, 3 and 4 have been completed. Phase B.O. and 5 are under construction. City staff continues to inspect.

**Palm View Elementary School Rehabilitation:**

Site Grading continues inside the project. Water and Sewer permits have been issued. New Water Services has been connected to City Water main lane & new fire hydrant has been installed. A contractor has installed three sewer MH and have been connected to city sewer lines. Irrigation has been connected to main line with backflow for landscape medians. Street lightings and Landscape have been completed. City staff continues to inspect.

**Kismet:**

Applicant was granted a Sewer line installation permit. Civil improvement Project continues on hold.

54101 Enterprise Way Armando Bravo

PM10 and Utilities Plan have been approved. Construction of Water and Sewer have been hold until SWPPP gets approved and register with State. Grading permit has been paid.



84650 Ave. 49 Mosque

Grading permit has been issued. On-site grading has started and Storm Drain System has been completed. Pre-construction meeting for Sewer Improvements on 12/08/2020. Contractor completed installing Sewer main line at 49th avenue and Las Cruces Street. Sewer laterals have been installed and pressure test has passed inspection. City staff continues to inspect.



84851 Ave. 48th Del Grow:

Project has been granted various certificates of occupancies on multiple suites. Master project construction continues.

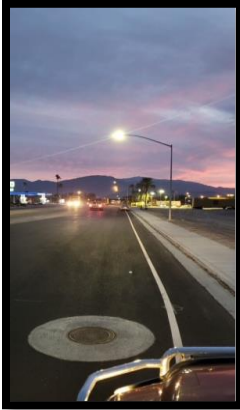
49869 Calhoun Street. Borrego Health Medical Facility:

Engineering & Building Departments along with Contractor have been held a pre-construction meeting on 4/22/20. Grading plans have been approved & permits have been paid. Aggregates Materials, Concrete design & Traffic Control Plans have been submitted. Storm Drain lines, Headwalls have been completed. Water Improvements have been pressure tested, and Chlorination test has been completed. Contractor completed curb and gutter and Lights footings on Parking lot area. Parking lot base course paving has been completed. City staff continues to inspect.



45761 Dillon Rd. Loves Truck Stop

Parking lot has been completed per approved Grading Plans. Water and Sewer have been completed and connected to our system. Dillon Rd street improvement have been completed including street lights. Project has been completed.



1279 6th Street Pueblo Viejo Villas Apts.

Engineering Department and Contractor held a pre-construction meeting on 11/03/20. Grading plans have been approved & permits have been paid. Erosion Control Plan and PM10 have been set up. Storm Drain Lines and Retention Chambers for Pueblo Viejo Apts. and Mario Lazcano Court have been completed. Sewer line has been completed and connected to existing sewer system. Contractor has completed water line connection on Cesar Chavez, completed curbs in parking lot and portion of C & G and Mario Lazcano and Storm drain apron. Asphalt base course

have been completed on Parking lot area and Mario Lazcano Court. City Staff continues to inspect.



1694 9th Street Pueblo Viejo Plaza.

Engineering Department and Contractor held a pre-construction meeting on 02/04/21. Grading plans have been approved & permits have been paid. Erosion Control Plan and PM10 have been set up. Contractor has started the over excavation. City Staff continues to inspect



Spotlight 29 Casino Temporary Parking lot

Temporary Parking lot for 410 parking spaces with an asphalt Driveway has been approved and constructed. Pm 10 plans have been installed and permit has been paid. SWPPP has been submitted and approved. Code enforcement case has been opened for violations.



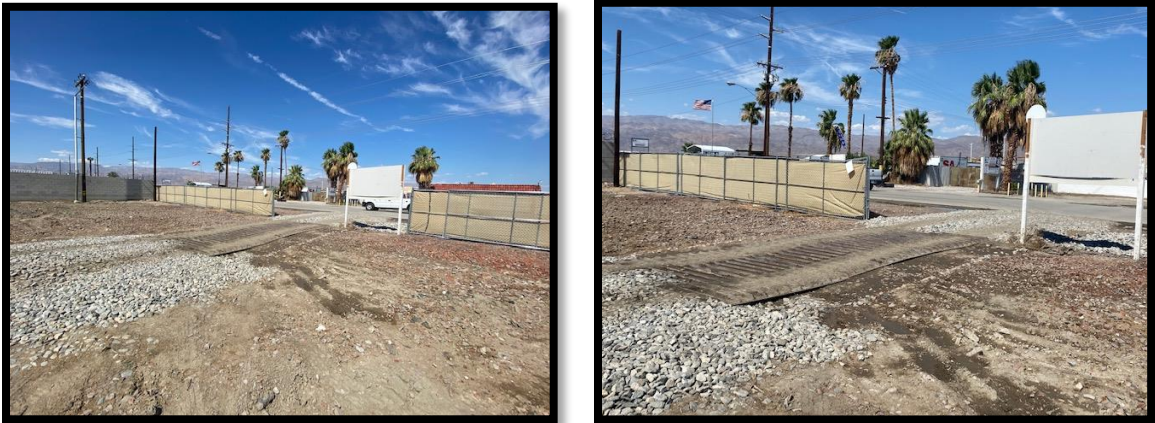
84805 48th Avenue Nursery Incubator Park.

Engineering Department and Contractor held a meeting. On-site Water Improvements plans have been approved & permits have been paid. Contractor installed Fire line and has water has been connected to City system. City Staff continues to inspect.



48451 Harrison Street Desert Rock Development.

Engineering Department and Contractor held a meeting. On-site Water and Sewer Improvements plans, Street Improvements and Grading Plans have been approved & permits have been paid. Contractor installed construction entrance and Erosion Control Plan has been installed. Contractor continues with rough grading. City Staff continues to inspect.



Sevilla TR 38084.

Engineering Department and Contractor held a pre-construction meeting on 08/31/21. Rough Grading plans have been approved & permits have been paid. Erosion Control Plan and PM10 have been set up.. City Staff continues to inspect.



Engineering Permits	Development Service Reviews	Building Permit Reviews
45	20	41



Public Works Department **2021-2022 First Quarter Report**

TO: Honorable Mayor and Council

FROM: Maritza Martinez, Public Works Director

DATE: October 21, 2021

SUBJECT: Quarterly Report

Departmental Mission:

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

Executive Summary:

The Public Works Department is responsible for the operations of our: facilities, fleet, landscape, lighting and maintenance districts, parks, and streets. The Department is also the home to our Emergency Services Division and Recreation Division. As reflected below the Public Works Department staff responded to a myriad of requests as reflected below between July 2021 to September 2021.

	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<u>Streets Division</u>				
Illegal Dumping				17 removals 22 tires removed 3 homeless camps removed
Weed/brush Abatement				33 removal jobs/locations 2 weed spraying jobs/locations
Disaster Council /Quarterly OAPC/ COVID Meetings				29 meetings
Potholes/Street Repairs				1496 Potholes 9 water line street cut repairs

Sidewalk Repairs				6
Street Sign Main.				Replaced 132; Repaired 52
Street Light Repair				92 repaired
Storm Drain Main				17 storm drains
Traffic Control				8 assignments
	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<u>Parks/LLMD</u>				
Citations Issued				1,089
Facility Use Permits				23 permits
Overseeding /Fertilization	35 acres			5 pallets of evergreen applied
Park Lighting				15 Fixture Repairs
Holiday Lighting				5 Fixture Upgrade to LED
Removed				27 New installs
Sprinkler/Irrigation Repairs				97 Heads; 7 valves; 3 Main Lines; 35 drip line;
Tree/Plant Replacement				3 trees / 12 plants
<u>Building Maintenance</u>				
HVAC Systems Serviced / Repaired				5 repairs/services
Building Repairs				32
Floor Maintenance		35,500 sq ft		



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – August 2021

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for August of 2021

EXECUTIVE SUMMARY:

On June 23, 2021, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended August 31, 2021. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of August 31, 2021
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 8/31/2021
CASH ON HAND							
Wells Fargo-General Checking	N/A	13,283,808.69	(1,642,302.21)	-	-	-	11,641,506.48
Wells Fargo-Road Maintenance	N/A	1,985,815.93	74,134.82	-	-	-	2,059,950.75
Wells Fargo-Gas Tax	N/A	432,946.57	103,248.29	-	-	-	536,194.86
Mechanics Bank - Payroll Acct	N/A	19,774.89	132,063.84	-	-	-	151,838.73
Mechanics Bank-Gas Tax	N/A	121,204.01	(15.22)	-	-	-	121,188.79
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00
Total Cash on Hand		15,847,050.09	(1,332,870.48)	-	-	-	14,514,179.61
INVESTMENTS							
State of California - LAIF	0.22%	8,794,952.85	-	-	-	-	8,794,952.85
Investment Management Acct	1.42%	20,540,983.58	(34,103.16)	31,649.14	-	-	20,538,529.56
Total Investments		29,335,936.43	(34,103.16)	31,649.14	-	-	29,333,482.41
CASH WITH FISCAL AGENT							
Union Bank of California	varies	643,737.66	2,641,422.47	(1,451,634.38)	0.18	-	1,833,525.93 ①
Wells Fargo Bank, N.A.	5.83%	3.84	-	-	-	-	3.84 ②
Wilmington Trust, N. A.	0.03%	0.40	-	-	(0.40)	-	- ③
Total Cash with Fiscal Agent		643,741.90	2,641,422.47	(1,451,634.38)	(0.22)	-	1,833,529.77
Grand Total		45,826,728.42	1,274,448.83	(1,419,985.24)	(0.22)	-	45,681,191.79

Completed By: Carmin Torres
 Reviewed By: Nathan Statham-Finance Director

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of August 31, 2021
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 8/31/2021
CASH WITH FISCAL AGENT							
UNION BANK OF CALIFORNIA							
COACHELLA WATER AUTHORITY							
<u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u>							
A/C #: 6712016201 Bond Fund	0.00%	1.00	0.18	-	-	-	1.18
A/C #: 6712016202 Interest Account	0.01%	148,287.50	(148,287.50)	-	0.04	-	0.04
A/C #: 6712016203 Principal Account	0.01%	470,000.00	(470,000.00)	-	0.14	-	0.14
A/C #: 6712016204 Reserve Fund	0.00%	1.00	-	-	-	-	1.00
COACHELLA FINANCING AUTHORITY							
<u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u>							
A/C #: 6712104701 Debt Service Fund	0.00%	1.66	(0.66)	-	-	-	1.00
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	1.00	-	-	-	-	1.00
COACHELLA SANITARY DISTRICT							
<u>WASTEWATER SERIES 2015A</u>							
A/C #: 6712148601 Bond Fund	0.00%	2.36	-	-	-	-	2.36
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	1.00	-	-	-	-	1.00
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-	-
<u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u>							
A/C #: 6711963500 Project Fund 2011	0.00%	25,269.84	(0.20)	-	-	-	25,269.64

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of August 31, 2021
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 8/31/2021
COACHELLA SUCCESSOR AGENCY							
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013							
A/C #: 6712071401 Interest Account	0.00%	1.24	(0.24)	-	-	-	1.00
A/C #: 6712071402 Interest Account	0.00%	-	51,443.75	-	-	-	51,443.75
A/C #: 6712071403 Principal Account	0.00%	-	305,000.00	-	-	-	305,000.00
A/C #: 6712071404 Reserve Account	0.00%	1.00	-	-	-	-	1.00
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B							
A/C #: 6712160601 Debt Service	0.00%	2.62	1,451,632.76	(1,451,634.38)	-	-	1.00
A/C #: 6712160602 Interest Account	0.00%	-	396,634.38	-	-	-	396,634.38
A/C #: 6712160603 Principal Account	0.00%	-	1,055,000.00	-	-	-	1,055,000.00
A/C #: 6712160604 Reserve Account	0.00%	1.00	-	-	-	-	1.00
COACHELLA LEASE BONDS 2016							
A/C #: 6712179801 Payment Account	0.00%	5.03	-	-	-	-	5.03
A/C #: 6712179802 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712179803 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.00%	1.00	-	-	-	-	1.00
A/C #: 6712179805 Project Fund	0.02%	160.41	-	-	-	-	160.41
TOTAL UNION BANK OF CALIFORNIA		643,737.66	2,641,422.47	(1,451,634.38)	0.18	-	1,833,525.93
WELLS FARGO BANK, N.A.							
GAS TAX BONDS SERIES 2019							
A/C #: 83925300 Debt Service Fund	0.00%	2.46	-	-	-	-	2.46
A/C #: 83925301 Interest Account	0.00%	0.47	-	-	-	-	0.47
A/C #: 83925302 Principal Account	0.00%	0.91	-	-	-	-	0.91
A/C #: 83925304 Reserve Fund	0.00%	-	-	-	-	-	-
TOTAL WELLS FARGO BANK, N.A.		3.84	-	-	-	-	3.84

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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of August 31, 2021
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 7/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 8/31/2021
WILMINGTON TRUST, N. A.							
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS							
A/C #: 144613-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 144613-003 Cost of Issuance	0.00%	0.40	-	-	(0.40)	-	-
A/C #: 144613-004 Unfunded Liability	0.00%	-	-	-	-	-	-
TOTAL WILMINGTON TRUST BANK, N.A.		0.40	-	-	(0.40)	-	-
TOTAL CASH WITH FISCAL AGENT		643,741.90	2,641,422.47	(1,451,634.38)	(0.22)	-	1,833,529.77

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Managed Account Detail of Securities Held

For the Month Ending August 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	25,000.00	AA+	Aaa	10/02/18	10/04/18	23,806.64	2.93	38.04	24,609.51	25,570.31
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	520,000.00	AA+	Aaa	07/02/18	07/05/18	491,968.75	2.74	21.55	511,008.22	530,562.50
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	185,000.00	AA+	Aaa	02/08/19	02/12/19	178,185.35	2.44	1,167.62	182,397.06	188,931.25
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	152.17	137,379.46	142,821.87
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023	912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	2,891.61	356,687.82	374,525.00
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	2,483.81	456,221.53	479,262.50
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	912828U00	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	314.57	70,098.52	73,817.18
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	655,000.00	AA+	Aaa	06/03/19	06/05/19	657,967.97	1.90	4,414.13	656,610.76	683,963.31
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	912828N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	230.98	126,129.17	131,308.60
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	912828U3	450,000.00	AA+	Aaa	09/03/19	09/05/19	461,724.61	1.33	23.31	457,046.35	469,757.79
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	912828Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	2,637.67	300,437.15	310,349.20
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	250,000.00	AA+	Aaa	01/11/21	01/12/21	261,064.45	0.33	1,263.59	259,215.06	258,359.38
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	912828J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	2,294.83	431,526.47	447,777.37
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	912828J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	3,131.76	587,753.04	611,084.40

Managed Account Detail of Securities Held

For the Month Ending August 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00	AA+	Aaa	03/02/20	03/04/20	137,205.86	0.85	120.11	135,030.96	136,642.19
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	555,000.00	AA+	Aaa	08/02/21	08/06/21	548,799.61	0.53	3.83	548,908.10	546,848.44
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	190,000.00	AA+	Aaa	04/05/21	04/07/21	185,494.92	0.89	121.98	185,877.94	187,506.25
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	350,000.00	AA+	Aaa	01/11/21	01/12/21	347,867.19	0.50	224.69	348,139.96	345,406.25
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	255,000.00	AA+	Aaa	02/04/21	02/08/21	282,063.87	0.47	582.07	279,012.11	276,475.79
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	270,000.00	AA+	Aaa	02/26/21	02/26/21	264,410.16	0.80	88.04	264,990.88	266,203.13
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	475,000.00	AA+	Aaa	07/02/21	07/07/21	465,871.09	0.80	154.89	466,177.39	468,320.31
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00	AA+	Aaa	03/05/21	03/09/21	305,676.95	0.79	4.28	306,095.69	307,190.63
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	420,000.00	AA+	Aaa	06/02/21	06/04/21	419,081.25	0.79	800.41	419,126.13	420,131.25
Security Type Sub-Total		7,490,000.00					7,503,341.21	1.45	23,165.94	7,510,479.28	7,682,814.90
Supra-National Agency Bond / Note											
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	150,000.00	AAA	Aaa	11/17/20	11/24/20	149,677.50	0.32	101.04	149,760.26	149,788.95
Security Type Sub-Total		150,000.00					149,677.50	0.32	101.04	149,760.26	149,788.95
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	1,900.00	192,009.35	198,861.60

Managed Account Detail of Securities Held

For the Month Ending August 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	376.67	200,000.00	199,644.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	224.99	135,000.00	135,128.25
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	83.87	40,226.21	40,509.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	230.63	110,000.00	111,400.30
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	51.53	80,000.00	80,324.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	A+	A2	01/22/21	02/04/21	40,000.00	1.05	69.80	40,000.00	40,077.60

Security Type Sub-Total		795,000.00					799,084.70	1.05	2,937.49	797,235.56	805,944.95
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Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	3.47	AA+	Aaa	04/11/18	04/30/18	3.54	2.93	0.01	3.47	3.47
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	137,659.77	AA+	Aaa	05/16/19	05/21/19	138,520.15	2.54	320.17	137,769.57	138,336.79
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	96,832.99	AA+	Aaa	04/02/19	04/05/19	97,075.07	2.63	219.17	96,890.31	97,925.24
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	95,389.91	AA+	Aaa	04/04/18	04/09/18	96,202.21	2.88	245.63	95,562.17	97,008.46
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	AA+	Aaa	09/04/19	09/09/19	101,476.56	1.78	192.25	100,466.58	101,544.32
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	106,717.72	AA+	Aaa	12/13/19	12/18/19	111,903.53	2.14	297.56	109,798.80	113,434.15
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	113,777.63	118,112.56

Managed Account Detail of Securities Held

For the Month Ending August 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
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Federal Agency Collateralized Mortgage Obligation

Security Type Sub-Total		646,603.86					660,629.50	2.32	1,555.47	654,268.53	666,364.99
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Federal Agency Bond / Note

FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	350,000.00	AA+	Aaa	06/27/17	06/29/17	349,947.50	1.88	2,661.46	349,993.49	353,737.30
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G0403	255,000.00	AA+	Aaa	05/20/20	05/22/20	254,232.45	0.35	175.31	254,559.80	255,248.37
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	AA+	Aaa	01/07/19	01/09/19	503,510.00	2.58	2,750.00	501,419.58	522,865.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	175,000.00	AA+	Aaa	06/24/20	06/26/20	174,489.00	0.35	78.99	174,690.60	175,147.88
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	280,000.00	AA+	Aaa	07/08/20	07/10/20	279,398.00	0.32	99.17	279,627.80	280,251.16
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	8.99	184,875.92	185,140.23
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	4,453.85	329,716.28	347,729.91
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	277.78	249,704.04	249,935.25
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	65,000.00	AA+	Aaa	12/02/20	12/04/20	64,935.65	0.28	39.27	64,951.58	64,997.60
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	1,478.44	192,616.72	203,420.46
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	380.56	199,281.56	199,701.80
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	582.29	259,609.75	260,592.80

Managed Account Detail of Securities Held

For the Month Ending August 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	806.25	361,374.64	360,820.80
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	387.50	199,548.51	200,136.40
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	179.86	175,154.34	174,661.03
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	231.25	225,851.70	224,564.17
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	313.47	304,520.60	304,409.22
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	77.08	184,283.26	183,221.78
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	12.19	194,272.52	192,928.52
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	26.25	418,131.35	415,538.34
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	469.06	284,302.53	281,800.88
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	292.92	184,444.26	183,586.60
Security Type Sub-Total		5,575,000.00					5,575,546.84	0.99	15,781.94	5,572,930.83	5,620,435.50
Corporate Note											
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JO5	400,000.00	A-	A2	02/01/17	02/03/17	400,840.00	2.45	944.44	400,068.35	403,731.20
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	240,000.00	AA+	Aa1	01/07/19	01/09/19	236,438.40	3.01	366.67	239,491.20	241,972.08
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	185,000.00	A-	A3	04/03/18	04/05/18	181,564.55	3.25	2,119.79	184,500.13	187,368.93

Managed Account Detail of Securities Held

For the Month Ending August 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AO9	275,000.00	A-	A2	03/01/18	03/05/18	268,545.75	3.00	2,807.29	273,474.31	281,626.68
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A+	A2	01/22/20	02/03/20	99,863.00	1.75	141.67	99,935.13	102,090.70
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	3,536.72	261,587.16	275,672.80
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	25,000.00	BBB+	A1	04/19/21	04/22/21	25,000.00	0.73	65.49	25,000.00	25,064.08
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	75,000.00	BBB+	A1	04/20/21	04/22/21	75,094.50	0.69	196.46	75,077.00	75,192.22
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	156.69	114,849.26	114,973.90
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	1,510.50	364,836.30	383,231.52
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	344.19	115,000.00	115,192.97
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	428.63	150,000.00	150,505.20
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	270.75	201,296.99	202,444.62
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	54.00	60,428.77	61,866.18
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	81.00	90,643.15	92,799.27

Managed Account Detail of Securities Held

For the Month Ending August 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	243.78	302,553.50	304,410.80
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	159.41	50,000.00	50,253.30
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	175.36	55,133.75	55,278.63
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	1,392.19	148,704.30	146,966.67
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	A-	A2	05/24/21	06/01/21	115,000.00	0.82	236.90	115,000.00	115,140.88
JPMORGAN CHASE & CO CORPORATE NOTES DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A2	08/03/21	08/10/21	50,000.00	0.77	22.40	50,000.00	49,881.10
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	162.00	71,315.03	71,664.19

Security Type Sub-Total		3,412,000.00					3,453,700.18	1.83	15,416.33	3,448,894.33	3,507,327.92
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Certificate of Deposit											
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	155,000.00	A-1	P-1	07/10/20	07/14/20	155,000.00	0.70	165.76	155,000.00	155,621.24
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	A-1+	P-1	08/27/19	08/29/19	280,000.00	1.84	86.33	280,000.00	284,458.16
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	A-1	P-1	08/29/19	09/03/19	295,000.00	1.85	91.45	295,000.00	299,725.90
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	AA-	Aa2	12/05/19	12/06/19	145,000.00	2.03	747.72	145,000.00	148,252.50

Managed Account Detail of Securities Held

For the Month Ending August 31, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	155,000.00	A+	A1	03/19/21	03/23/21	155,000.00	0.59	411.53	155,000.00	155,222.89
Security Type Sub-Total		1,030,000.00					1,030,000.00	1.52	1,502.79	1,030,000.00	1,043,280.69
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	42,231.70	AAA	NR	02/19/19	02/27/19	42,230.57	2.83	43.16	42,231.27	42,633.57
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	34,035.01	AAA	NR	04/03/19	04/10/19	34,030.53	2.66	40.24	34,033.10	34,313.21
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	57,049.21	NR	Aaa	05/21/19	05/29/19	57,047.08	2.52	39.93	57,048.27	57,658.80
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	69,744.01	AAA	Aaa	02/05/19	02/13/19	69,731.31	2.91	90.20	69,738.64	70,518.86
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	25,164.97	NR	Aaa	02/05/19	02/13/19	25,161.93	2.91	32.55	25,163.62	25,392.96
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	56,159.46	NR	Aaa	02/05/19	02/13/19	56,150.96	2.90	72.38	56,155.60	56,773.89
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	52,342.36	AAA	Aaa	05/21/19	05/30/19	52,331.75	2.51	58.39	52,337.12	52,848.89
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	63,284.01	NR	Aaa	05/21/19	05/28/19	63,269.70	2.51	70.32	63,276.95	64,141.79
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	NR	Aaa	02/19/20	02/26/20	104,979.42	1.61	46.96	104,986.92	106,284.15
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	AAA	Aaa	02/04/20	02/12/20	139,989.89	1.66	103.29	139,993.58	141,538.46
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	AAA	NR	01/14/20	01/22/20	99,980.38	1.89	84.00	99,986.83	101,495.68
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	NR	Aaa	02/17/21	02/24/21	54,998.99	0.27	4.13	54,999.12	54,968.28

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2021**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	AAA	NR	04/20/21	04/28/21	44,995.27	0.38	7.60	44,995.64	45,003.48
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	AAA	NR	01/20/21	01/27/21	29,994.07	0.34	4.53	29,994.79	29,962.62
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	65,000.00	AAA	NR	04/13/21	04/21/21	64,985.99	0.52	15.02	64,987.05	65,119.83
Security Type Sub-Total		940,010.73					939,877.84	1.87	712.70	939,928.50	948,654.47
Managed Account Sub-Total		20,038,614.59					20,111,857.77	1.42	61,173.70	20,103,497.29	20,424,612.37
Money Market Mutual Fund											
PFM Funds - Govt Select, Instl Cl		113,917.19	AAAm	NR			113,917.19		0.00	113,917.19	113,917.19
Liquid Sub-Total		113,917.19					113,917.19		0.00	113,917.19	113,917.19
Securities Sub-Total		\$20,152,531.78					\$20,225,774.96	1.42%	\$61,173.70	\$20,217,414.48	\$20,538,529.56
Accrued Interest											\$61,173.70
Total Investments											\$20,599,703.26

Managed Account Security Transactions & Interest

For the Month Ending August 31, 2021

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	08/02/21	08/06/21	US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	555,000.00	(548,799.61)	(599.49)	(549,399.10)			
	08/03/21	08/10/21	JPMORGAN CHASE & CO CORPORATE NOTES DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	(50,000.00)	0.00	(50,000.00)			

Transaction Type Sub-Total **605,000.00 (598,799.61) (599.49) (599,399.10)**

INTEREST											
	08/01/21	08/01/21	LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	0.00	309.20	309.20			
	08/01/21	08/01/21	ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	0.00	850.00	850.00			
	08/01/21	08/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	152,388.04	0.00	354.42	354.42			
	08/01/21	08/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	95,550.59	0.00	246.04	246.04			
	08/01/21	08/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	984.01	0.00	2.92	2.92			
	08/01/21	08/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	100,000.00	0.00	219.55	219.55			
	08/01/21	08/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	0.00	192.25	192.25			
	08/01/21	08/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	106,918.89	0.00	298.11	298.11			
	08/01/21	08/25/21	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.69	280.69			
	08/09/21	08/09/21	APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	240,000.00	0.00	3,000.00	3,000.00			
	08/12/21	08/12/21	MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00	0.00	2,565.00	2,565.00			
	08/13/21	08/13/21	TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	150,000.00	0.00	1,350.00	1,350.00			

Managed Account Security Transactions & Interest

For the Month Ending August 31, 2021

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	08/14/21	08/14/21	NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	0.00	2,581.25	2,581.25			
	08/15/21	08/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	58,273.74	0.00	121.89	121.89			
	08/15/21	08/15/21	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	0.00	14.25	14.25			
	08/15/21	08/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	0.00	157.50	157.50			
	08/15/21	08/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	28,325.03	0.00	68.69	68.69			
	08/15/21	08/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	38,705.26	0.00	85.80	85.80			
	08/15/21	08/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	77,297.61	0.00	187.45	187.45			
	08/15/21	08/15/21	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	0.00	8.50	8.50			
	08/15/21	08/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	69,298.39	0.00	144.37	144.37			
	08/15/21	08/15/21	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	65,000.00	0.00	28.17	28.17			
	08/15/21	08/15/21	TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	0.00	193.67	193.67			
	08/15/21	08/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	62,432.22	0.00	150.88	150.88			
	08/15/21	08/15/21	US TREASURY NOTES DTD 02/17/2015 2.000% 02/15/2025	912828J27	130,000.00	0.00	1,300.00	1,300.00			
	08/18/21	08/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	47,939.54	0.00	113.06	113.06			
	08/21/21	08/21/21	HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	0.00	140.88	140.88			
	08/21/21	08/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	63,083.83	0.00	132.48	132.48			
	08/21/21	08/21/21	HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	0.00	12.38	12.38			

Managed Account Security Transactions & Interest

For the Month Ending August 31, 2021

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	08/24/21	08/24/21	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	0.00	231.25	231.25			
	08/25/21	08/25/21	FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	615,000.00	0.00	1,153.13	1,153.13			
	08/26/21	08/26/21	NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	0.00	2,604.39	2,604.39			
	08/26/21	08/26/21	SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	0.00	2,758.74	2,758.74			
	08/31/21	08/31/21	US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBO3	310,000.00	0.00	775.00	775.00			
	08/31/21	08/31/21	US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	555,000.00	0.00	693.75	693.75			
	08/31/21	08/31/21	US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	520,000.00	0.00	3,900.00	3,900.00			
	08/31/21	08/31/21	US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	450,000.00	0.00	4,218.75	4,218.75			
Transaction Type Sub-Total					6,046,197.15	0.00	31,444.41	31,444.41			
MATURITY											
	08/06/21	08/06/21	FREDDIE MAC NOTES (CALLED, OMD 2/6/23) DTD 08/06/2020 0.300% 08/06/2021	3134GWLD6	465,000.00	465,000.00	697.50	465,697.50	0.00	0.00	
Transaction Type Sub-Total					465,000.00	465,000.00	697.50	465,697.50	0.00	0.00	
PAYDOWNS											
	08/01/21	08/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	980.54	980.54	0.00	980.54	(19.50)	0.00	
	08/01/21	08/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	201.17	201.17	0.00	201.17	(9.78)	0.00	
	08/01/21	08/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	160.68	160.68	0.00	160.68	(1.37)	0.00	

Managed Account Security Transactions & Interest

For the Month Ending August 31, 2021

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	08/01/21	08/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHY8	14,728.27	14,728.27	0.00	14,728.27	(92.05)	0.00	
	08/01/21	08/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	171.79	171.79	0.00	171.79	(0.43)	0.00	
	08/01/21	08/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	2,995.22	2,995.22	0.00	2,995.22	(7.49)	0.00	
	08/15/21	08/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	3,160.06	3,160.06	0.00	3,160.06	0.38	0.00	
	08/15/21	08/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	5,931.38	5,931.38	0.00	5,931.38	1.20	0.00	
	08/15/21	08/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	6,014.38	6,014.38	0.00	6,014.38	1.36	0.00	
	08/15/21	08/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	6,272.76	6,272.76	0.00	6,272.76	0.95	0.00	
	08/15/21	08/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	4,670.25	4,670.25	0.00	4,670.25	0.62	0.00	
	08/15/21	08/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	7,553.60	7,553.60	0.00	7,553.60	1.38	0.00	
	08/18/21	08/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	5,707.84	5,707.84	0.00	5,707.84	0.15	0.00	
	08/21/21	08/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	6,034.62	6,034.62	0.00	6,034.62	0.22	0.00	
Transaction Type Sub-Total					64,582.56	64,582.56	0.00	64,582.56	(124.36)	0.00	
SELL											
	08/09/21	08/10/21	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	50,000.00	50,053.50	27.08	50,080.58	204.00	142.84	FIFO
Transaction Type Sub-Total					50,000.00	50,053.50	27.08	50,080.58	204.00	142.84	
Managed Account Sub-Total						(19,163.55)	31,569.50	12,405.95	79.64	142.84	
Total Security Transactions						(\$19,163.55)	\$31,569.50	\$12,405.95	\$79.64	\$142.84	



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Investment Report – September 2021

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for September of 2021

EXECUTIVE SUMMARY:

On June 23, 2021, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

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

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

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

Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the months ended September 30, 2021. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of September 30, 2021
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 9/30/2021
CASH ON HAND							
Wells Fargo-General Checking	N/A	11,641,506.48	(1,113,241.04)	-	-	-	10,528,265.44
Wells Fargo-Road Maintenance	N/A	2,059,950.75	(1,393,994.08)	-	-	-	665,956.67
Wells Fargo-Gas Tax	N/A	536,194.86	29,258.33	-	-	-	565,453.19
Mechanics Bank - Payroll Acct	N/A	151,838.73	(40,045.07)	-	-	-	111,793.66
Mechanics Bank-Gas Tax	N/A	121,188.79	(15.99)	-	-	-	121,172.80
Petty Cash	N/A	3,500.00	-	-	-	-	3,500.00
Total Cash on Hand		14,514,179.61	(2,518,037.85)	-	-	-	11,996,141.76
INVESTMENTS							
State of California - LAIF	0.20%	8,794,952.85	0.04	-	-	-	8,794,952.89
Investment Management Acct	1.24%	20,538,529.56	(89,586.35)	31,649.14	-	-	20,480,592.35
Total Investments		29,333,482.41	(89,586.31)	31,649.14	-	-	29,275,545.24
CASH WITH FISCAL AGENT							
Union Bank of California	varies	1,833,525.93	3,457,774.98	1.52	0.39	-	5,291,302.82 ①
Wells Fargo Bank, N.A.	5.83%	3.84	-	-	-	-	3.84 ②
Wilmington Trust, N. A.	0.03%	-	-	-	-	-	- ③
Total Cash with Fiscal Agent		1,833,529.77	3,457,774.98	1.52	0.39	-	5,291,306.66
Grand Total		45,681,191.79	850,150.82	31,650.66	0.39	-	46,562,993.66

Completed By: Carmin Torres
 Reviewed By: Nathan Statham-Finance Director

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of September 30, 2021
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 9/30/2021
CASH WITH FISCAL AGENT							
UNION BANK OF CALIFORNIA							
COACHELLA WATER AUTHORITY							
<u>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</u>							
A/C #: 6712016201 Bond Fund	0.00%	1.18		-	-	-	1.18
A/C #: 6712016202 Interest Account	0.01%	0.04	0.02	-	-	-	0.06
A/C #: 6712016203 Principal Account	0.01%	0.14	0.07	-	-	-	0.21
A/C #: 6712016204 Reserve Fund	0.00%	1.00	776,999.00	-	-	-	777,000.00
COACHELLA FINANCING AUTHORITY							
<u>Successor Agency to the Coachella Redevelopments Agency 2014 Series</u>							
A/C #: 6712104701 Debt Service Fund	0.00%	1.00	0.08	-	0.39	-	1.47
A/C #: 6712104702 Interest Account	0.00%		-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712104704 Reserve Account	0.00%	1.00	827,611.50	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
<u>WASTEWATER SERIES 2015A</u>							
A/C #: 6712148601 Bond Fund	0.00%	2.36	(1.36)	-	-	-	1.00
A/C #: 6712148602 Interest Account	0.00%	-	65,087.51	-	-	-	65,087.51
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	1.00	310,174.00	-	-	-	310,175.00
A/C #: 6712148605 Redemption Fund	0.00%	-	-	-	-	-	-
<u>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</u>							
A/C #: 6711963500 Project Fund 2011	0.00%	25,269.64	0.11		-	-	25,269.75

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of September 30, 2021
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 9/30/2021
COACHELLA SUCCESSOR AGENCY							
<u>MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013</u>							
A/C #: 6712071401 Interest Account	0.00%	1.00	0.05	0.25	-	-	1.30
A/C #: 6712071402 Interest Account	0.00%	51,443.75	(51,443.76)	0.01	-	-	(0.00)
A/C #: 6712071403 Principal Account	0.00%	305,000.00	(305,000.04)	0.04	-	-	0.00
A/C #: 6712071404 Reserve Account	0.00%	1.00	525,983.89	-	-	-	525,984.89
<u>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B</u>							
A/C #: 6712160601 Debt Service	0.00%	1.00	0.21	1.01	-	-	2.22
A/C #: 6712160602 Interest Account	0.00%	396,634.38	(396,634.44)	0.06	-	-	0.00
A/C #: 6712160603 Principal Account	0.00%	1,055,000.00	(1,055,000.15)	0.15	-	-	0.00
A/C #: 6712160604 Reserve Account	0.00%	1.00	2,147,668.03	-	-	-	2,147,669.03
<u>COACHELLA LEASE BONDS 2016</u>							
A/C #: 6712179801 Payment Account	0.00%	5.03	-	-	-	-	5.03
A/C #: 6712179802 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712179803 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	0.00%	1.00	612,330.26	-	-	-	612,331.26
A/C #: 6712179805 Project Fund	0.02%	160.41	-	-	-	-	160.41
TOTAL UNION BANK OF CALIFORNIA		1,833,525.93	3,457,774.98	1.52	0.39	-	5,291,302.82
WELLS FARGO BANK, N.A.							
<u>GAS TAX BONDS SERIES 2019</u>							
A/C #: 83925300 Debt Service Fund	0.00%	2.46	-	-	-	-	2.46
A/C #: 83925301 Interest Account	0.00%	0.47	-	-	-	-	0.47
A/C #: 83925302 Principal Account	0.00%	0.91	-	-	-	-	0.91
A/C #: 83925304 Reserve Fund	0.00%	-	-	-	-	-	-
TOTAL WELLS FARGO BANK, N.A.		3.84	-	-	-	-	3.84

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CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
 As of September 30, 2021
 Fiscal Year 2021-2022

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 8/31/2021	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 9/30/2021
WILMINGTON TRUST, N. A.							
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS							
A/C #: 144613-001 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 144613-002 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 144613-003 Cost of Issuance	0.00%	-	-	-	-	-	-
A/C #: 144613-004 Unfunded Liability	0.00%	-	-	-	-	-	-
TOTAL WILMINGTON TRUST BANK, N.A.		-	-	-	-	-	-
TOTAL CASH WITH FISCAL AGENT		1,833,529.77	3,457,774.98	1.52	0.39	-	5,291,306.66

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Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	25,000.00	AA+	Aaa	10/02/18	10/04/18	23,806.64	2.93	73.71	24,632.17	25,527.35
US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023	912828P79	520,000.00	AA+	Aaa	07/02/18	07/05/18	491,968.75	2.74	667.96	511,503.18	529,750.00
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	185,000.00	AA+	Aaa	02/08/19	02/12/19	178,185.35	2.44	7.62	182,532.63	188,642.19
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	140,000.00	AA+	Aaa	04/02/19	04/04/19	134,071.88	2.28	294.84	137,492.09	142,559.37
US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023	912828WE6	355,000.00	AA+	Aaa	03/06/19	03/08/19	358,591.60	2.52	3,687.47	356,624.92	373,304.69
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	460,000.00	AA+	Aaa	01/07/19	01/09/19	451,770.31	2.52	3,285.04	456,359.77	477,896.85
US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023	912828U00	70,000.00	AA+	Aaa	01/30/19	01/31/19	70,207.81	2.56	464.37	70,095.05	73,565.63
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	655,000.00	AA+	Aaa	06/03/19	06/05/19	657,967.97	1.90	5,482.07	656,561.04	681,609.38
US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024	912828N9	125,000.00	AA+	Aaa	08/01/19	08/05/19	126,933.59	1.80	447.52	126,097.33	130,781.25
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	912828U3	165,000.00	AA+	Aaa	09/03/19	09/05/19	169,299.02	1.33	264.93	167,512.87	171,548.44
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	912828Y5	295,000.00	AA+	Aaa	10/01/19	10/03/19	303,815.43	1.50	17.22	300,292.16	309,058.58
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	195,000.00	AA+	Aaa	01/11/21	01/12/21	203,630.27	0.33	1,224.05	202,001.21	200,728.13
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	912828J7	425,000.00	AA+	Aaa	01/03/20	01/07/20	434,844.73	1.63	3,035.09	431,361.38	445,785.13
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	912828J7	580,000.00	AA+	Aaa	12/02/19	12/04/19	591,917.19	1.69	4,142.01	587,556.92	608,365.60

Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	190,000.00	AA-	Aa2	10/16/19	10/24/19	193,801.90	1.87	2,280.00	191,930.03	198,133.90
MS ST TXBL GO BONDS DTD 08/06/2020 0.565% 11/01/2024	605581MZ7	200,000.00	AA	Aa2	07/24/20	08/06/20	200,000.00	0.57	470.83	200,000.00	198,974.00
OR ST DEPT TRANS TXBL REV BONDS DTD 09/17/2020 0.566% 11/15/2024	68607DVA0	135,000.00	AAA	Aa1	09/11/20	09/17/20	135,000.00	0.57	288.66	135,000.00	134,704.35
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	40,000.00	AA	Aa3	09/03/20	09/16/20	40,282.80	1.11	125.80	40,221.36	40,425.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	345.95	110,000.00	111,169.30
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	80,000.00	AA+	Aaa	10/30/20	11/10/20	80,000.00	0.77	103.07	80,000.00	79,616.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	40,000.00	A+	A2	01/22/21	02/04/21	40,000.00	1.05	104.70	40,000.00	39,747.60

Security Type Sub-Total		795,000.00					799,084.70	1.06	3,719.01	797,151.39	802,770.35
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Federal Agency Commercial Mortgage-Backed Security

FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	126,223.51	AA+	Aaa	05/16/19	05/21/19	127,012.41	2.54	293.57	126,299.43	126,658.35
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	95,911.02	AA+	Aaa	04/02/19	04/05/19	96,150.80	2.63	217.08	95,961.55	96,815.37
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	95,228.71	AA+	Aaa	04/04/18	04/09/18	96,039.64	2.88	245.21	95,385.23	96,650.79
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	AA+	Aaa	09/04/19	09/09/19	101,476.56	1.78	192.25	100,424.67	101,395.96
FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	101,135.05	AA+	Aaa	12/13/19	12/18/19	106,049.58	2.14	282.00	103,958.90	107,109.59
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	AA+	Aaa	03/19/20	03/25/20	115,448.44	1.95	280.68	113,682.15	117,182.07

Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
Security Type Sub-Total		628,498.29					642,177.43	2.31	1,510.79	635,711.93	645,812.13
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	255,000.00	AA+	Aaa	05/20/20	05/22/20	254,232.45	0.35	228.44	254,580.83	255,086.70
FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023	3137EAEN5	500,000.00	AA+	Aaa	01/07/19	01/09/19	503,510.00	2.58	3,895.83	501,354.66	521,492.50
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	175,000.00	AA+	Aaa	06/24/20	06/26/20	174,489.00	0.35	115.45	174,704.60	175,032.55
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	280,000.00	AA+	Aaa	07/08/20	07/10/20	279,398.00	0.32	157.50	279,644.30	280,028.00
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	185,000.00	AA+	Aaa	08/19/20	08/21/20	184,811.30	0.28	47.53	184,881.07	184,949.68
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	AA+	Aaa	12/03/18	12/06/18	329,333.40	2.92	500.73	329,727.77	346,589.10
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	250,000.00	AA+	Aaa	10/07/20	10/09/20	249,575.00	0.31	17.36	249,715.88	249,627.75
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	190,000.00	AA+	Aaa	01/30/19	01/31/19	195,600.04	2.72	2,012.81	192,521.91	202,529.55
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	200,000.00	AA+	Aaa	04/15/20	04/16/20	199,008.00	0.60	463.89	199,297.88	198,853.00
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	260,000.00	AA+	Aaa	04/22/20	04/24/20	259,464.40	0.67	717.71	259,618.56	259,640.68
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	360,000.00	AA+	Aaa	06/03/20	06/05/20	361,843.20	0.52	993.75	361,343.61	359,502.48
FREDDIE MAC NOTES (CALLABLE) DTD 05/29/2020 0.750% 05/28/2025	3134GVB31	200,000.00	AA+	Aaa	06/05/20	06/09/20	199,400.00	0.81	512.50	199,558.43	199,611.40

Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	252.78	175,150.99	173,692.05
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	225,000.00	AA+	Aaa	10/01/20	10/05/20	226,055.25	0.40	325.00	225,833.25	223,318.35
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	305,000.00	AA+	Aaa	06/17/20	06/19/20	304,368.65	0.54	440.55	304,530.99	302,720.43
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	185,000.00	AA+	Aaa	07/21/20	07/23/20	184,078.70	0.48	134.90	184,298.42	182,166.91
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	195,000.00	AA+	Aaa	08/25/20	08/27/20	194,087.40	0.47	73.13	194,287.53	192,089.24
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	157.50	418,169.90	413,730.66
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	23.75	284,316.64	280,551.72
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	185,000.00	AA+	Aaa	11/09/20	11/12/20	184,337.70	0.57	370.00	184,455.18	182,291.42

Security Type Sub-Total		5,160,000.00					5,160,663.69	0.94	11,441.11	5,157,992.40	5,183,504.17
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Corporate Note											
IBM CORP BONDS DTD 01/27/2017 2.500% 01/27/2022	459200JO5	400,000.00	A-	A2	02/01/17	02/03/17	400,840.00	2.45	1,777.78	400,054.49	402,959.20
APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022	037833CM0	240,000.00	AA+	Aa1	01/07/19	01/09/19	236,438.40	3.01	866.67	239,586.01	241,501.20
BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	185,000.00	A-	A3	04/03/18	04/05/18	181,564.55	3.25	2,543.75	184,570.86	186,848.52
UNITED PARCEL SERVICE CORP NOTES DTD 09/27/2012 2.450% 10/01/2022	911312AO9	275,000.00	A-	A2	03/01/18	03/05/18	268,545.75	3.00	3,368.75	273,590.18	280,947.15
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A+	A2	01/22/20	02/03/20	99,863.00	1.75	283.33	99,938.89	101,880.70

Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	260,000.00	A+	A2	04/02/19	04/04/19	263,146.00	2.69	340.89	261,534.07	274,269.58
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	25,000.00	BBB+	A1	04/19/21	04/22/21	25,000.00	0.73	80.72	25,000.00	25,064.08
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	75,000.00	BBB+	A1	04/20/21	04/22/21	75,094.50	0.69	242.15	75,073.03	75,192.22
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	115,000.00	AA	A1	05/10/21	05/12/21	114,832.10	0.50	199.81	114,853.85	114,770.46
WALMART INC CORPORATE NOTES DTD 04/23/2019 2.850% 07/08/2024	931142EL3	360,000.00	AA	Aa2	07/10/19	07/12/19	371,235.60	2.19	2,365.50	364,590.80	381,689.28
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	115,000.00	A-	A2	09/09/20	09/16/20	115,000.00	0.65	31.29	115,000.00	115,232.99
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	150,000.00	A-	A2	10/16/20	10/21/20	150,000.00	0.81	529.88	150,000.00	150,577.95
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	190,000.00	AAA	Aaa	03/15/21	03/17/21	202,921.90	0.92	698.25	201,006.83	201,278.97
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	60,000.00	A+	A1	05/20/20	05/26/20	60,586.20	1.58	144.00	60,418.57	61,572.00
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	90,000.00	A+	A1	05/20/20	05/26/20	90,879.30	1.58	216.00	90,627.85	92,358.00
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	A1	05/06/20	05/08/20	305,504.95	0.98	673.99	302,369.42	302,756.44
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	50,000.00	BBB+	A3	04/27/21	05/04/21	50,000.00	0.98	200.29	50,000.00	50,120.95

Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	55,000.00	BBB+	A3	04/28/21	05/04/21	55,145.75	0.91	220.31	55,130.76	55,133.05
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	135,000.00	BBB+	A2	02/12/21	02/17/21	150,819.30	0.94	1,814.06	148,380.58	146,016.14
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	115,000.00	A-	A2	05/24/21	06/01/21	115,000.00	0.82	315.87	115,000.00	114,545.75
JPMORGAN CHASE & CO CORPORATE NOTES DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A2	08/03/21	08/10/21	50,000.00	0.77	54.40	50,000.00	49,817.70
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	72,000.00	A+	A2	06/17/21	06/21/21	71,282.88	0.98	207.00	71,328.43	71,082.22

Security Type Sub-Total		3,412,000.00					3,453,700.18	1.83	17,174.69	3,448,054.62	3,495,614.55
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Certificate of Deposit											
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	155,000.00	A-1	P-1	07/10/20	07/14/20	155,000.00	0.70	256.18	155,000.00	155,598.15
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	280,000.00	A-1+	P-1	08/27/19	08/29/19	280,000.00	1.84	518.00	280,000.00	284,132.52
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	295,000.00	A-1	P-1	08/29/19	09/03/19	295,000.00	1.85	548.70	295,000.00	299,380.46
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	145,000.00	AA-	Aa2	12/05/19	12/06/19	145,000.00	2.03	994.22	145,000.00	148,070.23
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	155,000.00	A+	A1	03/19/21	03/23/21	155,000.00	0.59	487.73	155,000.00	155,464.38

Security Type Sub-Total		1,030,000.00					1,030,000.00	1.52	2,804.83	1,030,000.00	1,042,645.74
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Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	37,032.10	AAA	NR	02/19/19	02/27/19	37,031.11	2.83	37.84	37,031.74	37,335.75
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	29,621.93	AAA	NR	04/03/19	04/10/19	29,618.03	2.66	35.02	29,620.34	29,836.27
HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	51,344.96	NR	Aaa	05/21/19	05/29/19	51,343.04	2.52	35.94	51,344.15	51,836.79
TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	62,389.99	AAA	Aaa	02/05/19	02/13/19	62,378.63	2.91	80.69	62,385.40	63,025.30
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	22,125.71	NR	Aaa	02/05/19	02/13/19	22,123.04	2.91	28.62	22,124.57	22,305.34
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	50,190.48	NR	Aaa	02/05/19	02/13/19	50,182.88	2.90	64.69	50,187.16	50,660.36
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	46,978.15	AAA	Aaa	05/21/19	05/30/19	46,968.63	2.51	52.41	46,973.62	47,400.92
NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	57,420.72	NR	Aaa	05/21/19	05/28/19	57,407.74	2.51	63.80	57,414.56	57,982.95
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	105,000.00	NR	Aaa	02/19/20	02/26/20	104,979.42	1.61	46.96	104,987.33	106,093.38
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	140,000.00	AAA	Aaa	02/04/20	02/12/20	139,989.89	1.66	103.29	139,993.77	141,348.79
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	AAA	NR	01/14/20	01/22/20	99,980.38	1.89	84.00	99,987.15	101,341.96
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	55,000.00	NR	Aaa	02/17/21	02/24/21	54,998.99	0.27	4.13	54,999.14	54,928.90
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	45,000.00	AAA	NR	04/20/21	04/28/21	44,995.27	0.38	7.60	44,995.73	44,971.56
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	AAA	NR	01/20/21	01/27/21	29,994.07	0.34	4.53	29,994.89	29,932.88

Managed Account Detail of Securities Held

For the Month Ending **September 30, 2021**

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

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security												
TAOT 2021-C A3	DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	AAA	Aaa	09/21/21	09/27/21	69,994.42	0.43	3.34	69,994.43	69,913.95
CARMX 2021-2 A3	DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	65,000.00	AAA	NR	04/13/21	04/21/21	64,985.99	0.52	15.02	64,987.29	65,103.62
DCENT 2021-A1 A1	DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	AAA	Aaa	09/20/21	09/27/21	54,988.22	0.58	3.54	54,988.25	54,859.16
Security Type Sub-Total			1,022,104.04					1,021,959.75	1.66	671.42	1,022,009.52	1,028,877.88
Managed Account Sub-Total			20,107,602.33					20,162,796.13	1.38	64,336.95	20,156,854.89	20,391,108.38
Money Market Mutual Fund												
PFM Funds - Govt Select, Instl Cl			89,483.97	AAA	NR			89,483.97		0.00	89,483.97	89,483.97
Liquid Sub-Total			89,483.97					89,483.97		0.00	89,483.97	89,483.97
Securities Sub-Total			\$20,197,086.30					\$20,252,280.10	1.38%	\$64,336.95	\$20,246,338.86	\$20,480,592.35
Accrued Interest												\$64,336.95
Total Investments												\$20,544,929.30

Managed Account Security Transactions & Interest

For the Month Ending September 30, 2021

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	09/07/21	09/09/21	US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	(452,273.44)	(509.02)	(452,782.46)			
	09/15/21	09/23/21	INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	300,000.00	(299,778.00)	0.00	(299,778.00)			
	09/20/21	09/27/21	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	55,000.00	(54,988.22)	0.00	(54,988.22)			
	09/21/21	09/27/21	TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	70,000.00	(69,994.42)	0.00	(69,994.42)			

Transaction Type Sub-Total **885,000.00 (877,034.08) (509.02) (877,543.10)**

INTEREST											
	09/01/21	09/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	106,717.72	0.00	394.04	394.04			
	09/01/21	09/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	96,832.99	0.00	219.16	219.16			
	09/01/21	09/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHYX8	137,659.77	0.00	320.17	320.17			
	09/01/21	09/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	95,389.91	0.00	245.63	245.63			
	09/01/21	09/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWOH1	100,000.00	0.00	192.25	192.25			
	09/01/21	09/25/21	FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	110,000.00	0.00	280.69	280.69			
	09/12/21	09/12/21	FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	330,000.00	0.00	4,743.75	4,743.75			
	09/15/21	09/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	52,342.36	0.00	109.48	109.48			
	09/15/21	09/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	34,035.01	0.00	75.44	75.44			
	09/15/21	09/15/21	CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	30,000.00	0.00	8.50	8.50			
	09/15/21	09/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	100,000.00	0.00	157.50	157.50			

Managed Account Security Transactions & Interest

For the Month Ending September 30, 2021

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

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	09/30/21	09/30/21	US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	295,000.00	0.00	3,134.38	3,134.38			
	09/30/21	09/30/21	US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	9128280Z9	185,000.00	0.00	1,387.50	1,387.50			
Transaction Type Sub-Total					3,766,611.12	0.00	18,007.32	18,007.32			
MATURITY											
	09/01/21	09/01/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	3.47	3.47	0.01	3.48	(0.07)	0.00	
Transaction Type Sub-Total					3.47	3.47	0.01	3.48	(0.07)	0.00	
PAYDOWNS											
	09/01/21	09/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2015 2.791% 01/01/2022	3137BHXY8	11,436.26	11,436.26	0.00	11,436.26	(71.48)	0.00	
	09/01/21	09/25/21	FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	161.20	161.20	0.00	161.20	(1.37)	0.00	
	09/01/21	09/25/21	FANNIEMAE-ACES DTD 04/01/2014 3.346% 03/01/2024	3136AJB54	5,582.67	5,582.67	0.00	5,582.67	(271.28)	0.00	
	09/01/21	09/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	921.97	921.97	0.00	921.97	(2.30)	0.00	
	09/15/21	09/15/21	TAOT 2019-A A3 DTD 02/13/2019 2.910% 07/15/2023	89239AAD5	7,354.02	7,354.02	0.00	7,354.02	1.34	0.00	
	09/15/21	09/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	5,364.21	5,364.21	0.00	5,364.21	1.09	0.00	
	09/15/21	09/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	5,968.98	5,968.98	0.00	5,968.98	0.90	0.00	
	09/15/21	09/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	4,413.08	4,413.08	0.00	4,413.08	0.58	0.00	
	09/15/21	09/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	3,039.26	3,039.26	0.00	3,039.26	0.37	0.00	
	09/15/21	09/15/21	NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023	65479HAC1	5,863.29	5,863.29	0.00	5,863.29	1.33	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2021**

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

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
09/18/21	09/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	5,199.60	5,199.60	0.00	5,199.60	0.14	0.00	
09/21/21	09/21/21	HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023	43815MAC0	5,704.25	5,704.25	0.00	5,704.25	0.21	0.00	
Transaction Type Sub-Total				61,008.79	61,008.79	0.00	61,008.79	(340.47)	0.00	
SELL										
09/07/21	09/09/21	FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	350,000.00	353,650.50	2,807.29	356,457.79	3,703.00	3,656.77	FIFO
09/15/21	09/23/21	US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	285,000.00	297,123.63	339.52	297,463.15	4,698.04	7,750.60	FIFO
09/22/21	09/27/21	FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	65,000.00	64,956.45	51.01	65,007.46	20.80	3.35	FIFO
09/22/21	09/27/21	US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	55,000.00	56,718.75	336.28	57,055.03	(715.43)	(262.97)	FIFO
Transaction Type Sub-Total				755,000.00	772,449.33	3,534.10	775,983.43	7,706.41	11,147.75	
Managed Account Sub-Total					(43,572.49)	21,032.41	(22,540.08)	7,365.87	11,147.75	
Total Security Transactions					(\$43,572.49)	\$21,032.41	(\$22,540.08)	\$7,365.87	\$11,147.75	



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2021-70, a Resolution of the City Council of the City of Coachella adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection

STAFF RECOMMENDATION:

Approve Resolution No. 2021-70, a Resolution of the City Council of the City of Coachella adopting Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10: Consultant Selection

DISCUSSION/ANALYSIS:

Title 23 Code of Federal Regulations Part 172 (23 CFR 172) allows Caltrans Division of Local Assistance (DLA) to prescribe the policies and procedures for engineering and design related services, also known as Architectural and Engineering (A&E). Local Public Agencies (LPAs) are responsible for adopting the written policies and procedures prescribed by the awarding State Transportation Agency (STA). FHWA's expectation is to achieve a 100% compliance rate in this area. Past process review findings by DLA showed a significant lack of, or incomplete A&E procurement policies and procedures as one of the most common findings. A non-compliance of this matter can result in a loss of funds and/or other sanctions.

If DLA's policies & procedures are not adopted, then the Independent Office of Audits and Investigations (IOAI) will likely continue to disclose this audit finding. Failure to comply with this requirement may result in loss of funds as well as jeopardizing future opportunities to receive federal and state funds. Staff recommends adopting the Local Assistance Procedures Manual (LAPM) Chapter 10: Consultant Selection to remain in compliance with Caltrans and prevent loss of funds.

FISCAL IMPACT:

The adoption of the LAPM will have no fiscal impact to the City of Coachella.

Attachments:

1. Resolution No 2021-70
2. Chapter 10: Consultant Selection

RESOLUTION NO. 2021-70**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10: CONSULTANT SELECTION**

WHEREAS, the City of Coachella is responsible for constructing transportation projects that are state and federally funded; and

WHEREAS, in order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms; and

WHEREAS, the Federal regulations set forth standards for procuring and administering A&E contracts; and

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3); and

WHEREAS, pursuant to 23 CFR 172.5 (b), local agencies shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, the provision 23 CFR 172.5 (b)(1) requires local agencies to adopt written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable Federal and State laws and regulations and to maintain eligibility for Federal-Aid reimbursement; and

WHEREAS, the City of Coachella desires to adopt Caltrans's LAPM Chapter 10 and the City's conflict of interest policies for compliance with Federal regulations on the procurement and administration of A&E contracts.

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

Section 1. The above recitals are true and correct findings of the Coachella City Council.

Section 2. The Local Assistance Procedures Manual, Chapter 10, Consultant Selection dated January 2021 or as amended in future updates, is approved, adopted and incorporate into the City of Coachella procurement policies for Federal-Aid Highway Programs funded projects as specified in 23 U.S.C. 106(g)(4)(A).

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-70 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

Chapter 10 Consultant Selection

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Exhibits

Exhibits applicable to this chapter can be found [here](#):

[Exhibit 10-A: A&E Consultant Financial Document Review Request](#)

[Exhibit 10-B: Suggested Consultant Evaluation Sheet](#)

[Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#)

[Exhibit 10-H: Sample Cost Proposal \(Example#1 thru #4\)](#)

[Exhibit 10-I: Notice to Proposers DBE Information](#)

[Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System](#)

[Exhibit 10-O1: Consultant Proposal DBE Commitment](#)

[Exhibit 10-O2: Consultant Contracts DBE Commitment](#)

[Exhibit 10-Q: Disclosure of Lobbying Activities](#)




[Exhibit 10-R: A&E Sample Contract Language](#)

[Exhibit 10-S: Consultant Performance Evaluation](#)

[Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#)




[Exhibit 10-U: Consultant in Management Support Role Conflict of interest and Confidentiality Statement](#)

Section 10.1: FEDERALLY FUNDED A&E CONTRACTS

Procurement Planning		
1	2	3
		
<ul style="list-style-type: none"> *Select Project *Set Project Objectives *Determine Project Schedule *Obtain CTC Allocation/Federal Authorization to Proceed prior to beginning reimbursable work *LAPM Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement, if applicable: submit Conflict of Interest (COI) and Scope of Work (SOW) to DLA-HQ prior to contract advertisement. 	<ul style="list-style-type: none"> *Identify Need for Consultant *Appoint Contract Administrator *Segment Project Work *Define SOW of A&E Consultant *Specify Products to be delivered 	<ul style="list-style-type: none"> *Estimate Cost of Consultant Work (independent cost estimate) *Determine Type of Contract (Project Specific or On-Call) *Determine Method of Payment: Lump Sum; Cost-Plus- Fixed-Fee; Cost Per Unit of Work; or Specific Rate of Compensation *Submit Exhibit 9-D to DLAE




A&E = Architectural and Engineering
IOAI = Caltrans Independent Office of Audits and Investigations
CT = Caltrans
DBE = Disadvantaged Business Enterprise
DLA = Division of Local Assistance
DLAE = District Local Assistance Engineer
DLA-HQ = Division of Local Assistance-Headquarters
LAPG = Local Assistance Program Guidelines
LAPM = Local Assistance Procedures Manual
MOP = Method of Payment
RFP = Request for Proposal
RFQ = Request for Qualifications
SOQ = Statement of Qualifications
SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram

Solicitation Documents and Advertisement		
4	5	6
		
<ul style="list-style-type: none"> *Determine Solicitation Document; RFP or RFQ *Appoint Consultant Selection Committee *Collect signed Conflict of Interest forms and Confidentiality Statements (see Exhibit 10-T: Conflict of Interest & Confidentiality Statement) from all members involved in process *Determine Procurement Schedule *Develop Technical Criteria with level of importance (weights) for Evaluation of Proposals or the SOQ 	<ul style="list-style-type: none"> *Prepare RFP or RFQ documents *Include SOW, evaluation process/criteria, DBE goals, MOP and cost proposal format (see Exhibit 10-H: Sample Cost Proposal) minimum requirement of Proposal or SOQ, Notice to Proposers DBE Information (see Exhibit 10-I: Notice to Proposers DBE Information), submittal deadline *Advertise RFP or RFQ on public forum (newspaper, technical publications, Web Hosting Site, other local websites) *Issue RFP or RFQ (direct mailing, web posting) 	<ul style="list-style-type: none"> *Prepare to respond to RFP/RFQ questions *Conduct Proposers Conference, if applicable *Receive Proposals or SOQs

A&E = Architectural and Engineering
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SOQ = Statement of Qualifications
SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

Evaluation and Selection of Consultant		
		Contract Negotiation
7	8	9
		
<ul style="list-style-type: none"> *Distribute Proposals or SOQs to Selection Committee members *Ensure Committee members receive the appropriate score sheet to use (see Exhibit 10-B: Suggested Consultant Evaluation Sheet) *Convene Selection Committee and evaluate submittals; Perform reference checks *Develop Final Ranking or Short List *Notify proposers of ranking/Short List *Retain all original score sheets and summaries 	<ul style="list-style-type: none"> *Send out RFPs to Short List (two-step process) *Conduct Interview of Short List (if needed) *Develop Final Ranking of Consultants, and notify all interviewees *Retain all original score sheets and summaries *Provide a copy of Standard Contract language to top ranked consultant and invite for negotiations (see Exhibit 10-R: A&E Sample Contract Language for standard contract language and provisions) 	<ul style="list-style-type: none"> *Open and analyze cost proposal from the Highest Ranked firm <div style="text-align: center; border: 1px solid black; padding: 5px; margin: 10px 0;"> Caltrans IOAI </div> <ul style="list-style-type: none"> *Review and evaluate 10-A package and supporting documents, if applicable *Issue Financial Review Letter, if applicable *Perform contract audits and reviews, if applicable, or review of CPA audited ICR workpapers to issue Cognizant Letter of Approval

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SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

Contract Negotiation		
Contract Execution		
10	11	12
Local Agency	Local Agency	Local Agency
<ul style="list-style-type: none"> *Negotiate contract costs with the most qualified Consultant *Prepare and retain record of cost negotiations *Initiate CT IOAI Financial Review Section (LAPM Section 10.1.3) and send documents (Exhibit 10-A: A&E Consultant Financial Document Review Request), if applicable, to Caltrans IOAI *Receive and analyze findings of the Financial Review Letter from CT IOAI, if any *Address and resolve all findings by IOAI and incorporate into final contract and cost proposal *If negotiations with First ranked firm is unsuccessful, formally terminate cost negotiations with Consultant and begin Step 9 with next ranked consultant * Complete Exhibit 10-C database to DLA-HQ prior to award or after award, but no later than the first invoice *Retain Exhibit 10-C 	<ul style="list-style-type: none"> *Finalize contract, cost proposal *Retain copy of contract Financial Review Letter with acceptance, denial, or adjustment of the ICR *Sign and Execute contract *Offer and conduct debriefing meetings with consultant who asked for one *Send copies of executed contract and DBE Commitment (Exhibits 10-01: Consultant Proposal DBE Commitment and Exhibit 10-02: Consultant Contract DBE Commitment) to DLAE *Close out contract procurement process 	<div style="text-align: center; background-color: #E87C63; color: white; padding: 5px; margin-bottom: 10px;">DLAE</div> <ul style="list-style-type: none"> *Prior to concurring with invoice payment related to consultant services, ensure that district confirms submittal of Exhibit 10-C and has a copy of the executed consultant contract on file and 10-01 and 10-02. Also, check IOAI database to ensure that LAPM Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System, if applicable, has been received by IOAI <div style="text-align: center; background-color: #F0C86B; color: white; padding: 5px; margin-bottom: 10px;">Caltrans IOAI</div> <ul style="list-style-type: none"> *Perform Incurred Cost Audit, if selected

A&E = Architectural and Engineering
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CT = Caltrans
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MOP = Method of Payment
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RFQ = Request for Qualifications
SOQ = Statement of Qualifications
SOW = Statement/Scope of Work

Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

10.1.1 General

Introduction

A local agency may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. Local agencies requesting federal funds to reimburse A&E Consultants must follow the selection and contracting procedures detailed in this chapter.

Definition of an Architectural and Engineering Consultant

23 Code of Federal Regulations §172 and CA State Law further defines A&E services and includes those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management are termed Architectural and Engineering (A&E) Consultants.

Architectural and Engineering Consultants

The Brooks Act (40 USC, Section 1104) requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 Code of Federal Regulations (CFR), Part 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the local agency must be sealed and must not be included as a criterion for rating such consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- DIR FAQ [website](#)
- DIR Wage Determination [website](#)
- [Caltrans Prevailing Wage Interpretive Guidance](#)

Non-A&E Consultants

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value) or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see Section 10.3: Non-A&E Contracts of this chapter.

Selecting the Project

The local agency is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The local agency must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost and the target date for project completion before commencing any consultant selection process.

Subcontracted Services

The consultant is responsible for performing the work required under the contract in a manner acceptable to the local agency. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331.

Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, local agencies must take all the steps necessary to prevent fraud, waste, and abuse. The local agency must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4).

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) requires that:

- Local agency must maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal funded contracts or subcontracts must have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;
- No person or entity performing services for a contracting agency in connection with a federal funded project must have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project must have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements;
- Local agency must disclose in writing any potential conflict of interest to FHWA.

Consultants Performing Work on Multiple Phases of Federal-aid Projects

Local agencies sometimes wish to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.

Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the local agencies are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase

services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications-based selection was conducted. All consultants acting in a management support role must complete [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) (see [Section 10.1.9: Miscellaneous Considerations](#) in this chapter) and retain it in the local agency files.

Miscellaneous Considerations Authorization to Proceed

The Federal Highway Administration (FHWA) must give the local agency an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see the [LAPM Chapter 3: Project Authorization](#)). Eligible consultant contracts may be procured using local funds prior to receiving the E-76, but reimbursement is for work performed after the E-76 authorization date. If contract is procured using state or local funds, federal procedures must have been followed if seeking federal reimbursement. For state funded projects see Section 10.2: State-Only Funded A&E Contracts and the [LAPG Chapter 23: Local Agency State Transportation Improvement Program Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the local agency project files for future audit.

10.1.2 Identifying & Defining a Need for Consultants

The need for a consultant is identified by comparing the project's schedule and objectives with the local agency's capabilities, its staff availability of the required expertise, and its funding resources. If the local agency does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the local agency determines that there is a need to solicit assistance from another local agency, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

Appointing the Contract Administrator

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is appointed as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified local agency employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- Documenting contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.333;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;
- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the local agency's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other local agency staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports ([Exhibit 17-F: Final Report Utilization of Disadvantaged Business Enterprises \(DBE\) and First-Tier Subcontractors](#)).

Segmenting Consultant Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning

assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see [LAPM Chapter 6 Environmental Procedures](#) and [Standard Environmental Reference \(SER\) Chapters 31: Environmental Assessment \(EA\)/Finding of No Significant Impact \(FONSI\)](#) and [Chapter 32: Environmental Impact Statement \(EIS\)](#)). Final design must not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work below, which illustrates several satisfactory ways to segment consultant activities.

	Well-structured Projects With Simple Right of Way Requirements	Well-structured Projects With Complex Right of Way Requirements	More Difficult Projects	Very Complex Projects
Preliminary Engineering				
Environmental Analysis				
Plans, Specifications & Estimates				
Right of Way Activities				
Utility Relocation				
Construction Engineering				

Figure 10-2: Segmenting Consultant Work

Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement; determine personnel and time requirements; and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

Disadvantaged Business Enterprise (DBE) Participation

When administering federal-aid projects, federal regulations (49 CFR, Part 26) require a local agency to comply with the DBE program, and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to Chapter 9: Civil Rights and Disadvantaged Business Enterprises for DBE requirements for A&E Consultant Contracts.

Estimated Cost of Consultant Work

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price. The estimate is prepared in advance of requesting a cost proposal from the top-ranked consultant, so the local agency's negotiating team has a cost comparison of the project to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the local agency's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

Analogous Estimating:

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project. Analogous cost estimating is generally less accurate, and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating:

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating:

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

Determine Type of Contract

Types of contracts to be used are described as follows:

- Project-specific contract is between the local agency and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period and maximum total contract dollar amount. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts must specify a reasonable maximum length of contract, not to exceed 5 years, and a maximum total contract dollar amount (23 CFR 172). The maximum dollar amount for all contracts awarded under the solicitation is stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. If the solicitation lists that up to 5 contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation (two options exist: geographically designated areas or additional competitive solicitation to all consultants who provide the same type of service and awarded a contract under the same solicitation).
 - To maintain the intent of the Brooks Act (40 USC 1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:
 - Must define a general scope of work, complexity, and professional nature of services.
 - Specify a task order procedure the local agency uses to procure project specific work under the contract.
 - No task order is valid unless the on-call contract is still enforced. For example, if the on-call contract is expired, all task orders issued after the contract expiration date will become invalid.

- If multiple consultants are to be selected and multiple on-call contracts awarded through a single solicitation for specific services, the number of consultants that may be selected or contracts that may be awarded must be identified.
- Specify procurement procedures in the contracts the local agency will use to award/execute task orders among the consultants:
 - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFQ process later in this chapter), OR
 - On regional basis whereby the region is divided into areas identified in the solicitation, and consultants are selected to provide on-call services for assigned areas only. The RFP may list multiple regions that allow consultants to crossover or be a “backup” to other consultants that for specifically documented reasons are not able to perform the work in their assigned region. Per 23 CFR 172.9 (a)(3)(B)(2), the “backup” option needs to be listed in the respective contracts.
- An example of acceptable contract wording in multiple on-call contracts for the same type of service:
 - “Agency has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit “A”, including this Agreement (“CM Services Task Order Contracts”). The other CM Services Task Order Contracts are [identify other two contracts by agreement numbers and consultant firms]. The total amount payable by Agency for the CM Services Task Order Contracts must not exceed a cumulative maximum total value of Seven Million, Five Hundred Thousand Dollars (\$7,500,000) (“NTE Sum”). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the CM Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the CM Services Task Order Contracts, the Agency must send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.”

Determining the Project Schedule

The local agency develops a schedule for performance of work and completion of the project. The schedule must include sufficient time to allow for:

- Selecting the consultant;
- Developing the consultant contract;
- Completing the A&E consultant contract audit process;

- Conducting meetings and project reviews.

Determine Method of Payment

The method of payment of contract must be specified. Four methods are permitted depending on the scope of services to be performed reference 23 CFR 172.9(b):

- Cost-Plus-Fixed Fee (see [Exhibit 10-H: Sample Cost Proposal](#), Example #1);
- Cost Per Unit of Work (see [Exhibit 10-H](#), Example #3);
- Specific Rates of Compensation (see [Exhibit 10-H](#), Example #2);
- Lump Sum (see [Exhibit 10-H](#), Example #1).

The method of payment to the consultant must be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

The cost plus a percentage of cost and percentage of construction cost methods of payment must not be used. Both of these methods are explicitly prohibited by Federal Regulations.

Cost-Plus-Fixed Fee

The consultant is reimbursed for costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee must take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract must specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H: Sample Cost Proposal Example #1](#) and [Exhibit 10-R: A&E Sample Contract Language](#), Article V, Option 1 in this chapter). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the local agency before they incur work on the contract or the costs can be questioned or disallowed. Local agencies are not required to update the Exhibit 10-C database. For more details, reference Section 10.1.8.

Cost Per Unit of Work

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious and measurable, such as geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract must also specify a reasonable maximum length of contract

period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #3 and [Exhibit 10-R](#), Article V Option 2).

Specified Rates of Compensation

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate. Other direct costs regardless of amount are to be listed on the cost proposal.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #2 and [Exhibit 10-R](#), Article V Option 3).

Lump Sum

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see [Exhibit 10-H: Sample Cost Proposal](#), Example #1 and [Exhibit 10-R: A&E Sample Contract Language](#), Article V: Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment must be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal must document the agreed upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

Changes to Exhibit 10-H requiring resubmittal to Independent Office of Audits and Investigations for review:

- Consultant name change
- New participating subconsultant
- Change in ICR rate

Since these changes require an amendment, local agency is to update the Exhibit 10-C database.

A firm fixed price method of payment is not the same as lump sum. A firm fixed price contract must not be amended.

10.1.3 A&E Consultant Audit and Review Process

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between local agencies and Caltrans, (i.e. Master Agreements);
- Project Program Supplemental Agreements;
- 23 United States Code (U.S.C.), Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Chapter 1, Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards (CAS), Subpart 9900;
- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4525-4529; and
- Proposed contract terms and conditions.

See Section [10.10: References](#) of this Chapter for links to above referenced standards.

Audit Guidance Available

The American Association of State Highway and Transportation Officials, Uniform Audit & Accounting Guide ([AASHTO Audit Guide](#)), which is referred to frequently in this section, is a valuable tool to guide local agencies, consultants and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR compliant Indirect Cost Rates (ICR). The [AASHTO Audit Guide](#) is used extensively as an industry guide in the audit and review process.

Local agencies may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the [AASHTO Audit Guide](#), Ch 2.5C. Selection of CPA Firm as Overhead Auditor for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <http://www.nhi.fhwa.dot.gov/default.aspx>). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA- NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

For training and additional information provided by Caltrans Local Assistance, visit the [Caltrans Local Assistance Blog](#). For FHWA's Q&A for ICRs and audits, and A&E related services, visit [FHWA](#).

Allowable Costs

23 USC 112 (b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with Federal-aid highway funds in furtherance of highway construction projects, must be performed and audited in compliance with the Federal cost principles.

Local agencies are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the Federal cost principles. Costs must be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions. Examples of Cost Analysis Worksheets are provided at Exhibit 10-H1 through 4.

Local agencies are required to apply Caltrans accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or audited by Caltrans. Consultants must update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles. For further guidance, refer to 23 CFR Part 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

A consultant's accepted ICR for its one-year applicable accounting period must be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period must not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

Consultants must account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with Federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR Part 172 and 48 CFR Part 31.

Generally, whenever local agencies, consultants and/or contractors are unable to provide requested documentation, it must be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**. For more references, refer to Applicable Standards in this chapter.

Approval or Acceptance of Indirect Cost Rates

Cognizant Letters of Approval

A cognizant approved ICR has been audited by a Cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (per 48 CFR part 31) and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

Caltrans Acceptance of Indirect Cost Rate

When the ICRs have not been established by a cognizant agency, Caltrans must perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with Federal cost principles.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;

The outcome of an audit or review is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. Local agencies must ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. Local agencies may check IOAI's website for consultant's approved or accepted ICRs. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's [website](#). This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

ICRs that have not been accepted by Caltrans will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may **only** be applied to A&E contracts with Caltrans or local agency contracts using pass-through Caltrans funding. Local agencies include Cities, Counties, Metropolitan Planning Organization, Special Districts, and Regional Transportation Planning Agencies.

Financial Review Performed Prior to Contract Execution

All consultants, including prime and subconsultants, on a proposed contract with a dollar value greater than \$150K are subject to an ICR financial review by IOAI. The financial documents required are detailed in Exhibit 10-A, A&E Consultant Financial Document Review Request Letter and Exhibit 10-A Checklist. IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or a local agency in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;
- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;
- For ICRs that have been adjusted by IOAI, the consultant must provide a revised cost proposal that reflects the adjusted ICR.

Local Agencies' Responsibilities

Local Agencies are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and sub-consultants as outlined in Exhibit 10-A: A&E Consultant Financial Document Review Request and the Exhibit 10-A-Checklist. Local Agencies are responsible for forwarding these documents to IOAI for review. Local agencies are also required to ensure that IOAI has copies of the Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System and Exhibit 10-H: Cost Proposal for all consultants, both prime and sub-consultants. The ICR included in Exhibit 10-H must match the ICR included in the Exhibit 10-K and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in Exhibit 10-K and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, local agencies are responsible for ensuring the Exhibit 10-K and cost proposals are updated annually unless all concerned parties agree to fix the ICR for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life

of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a shortlist or prequalified list.

The Exhibit 10-H: Cost Proposal includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. Local agencies must perform and retain documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with Federal cost principles.

All contract supporting documentation must be retained by the local agency in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with Federal cost principles.

Contracts below \$150,000 are not subject to the Caltrans Financial Document Review but local agencies are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR, Chapter 1, Part 31, and other applicable requirements are met. All documents listed above and cost analysis documents are required to be retained in the project files to demonstrate compliance.

Instructions are provided in the Exhibit 10-A on the requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to:
conformance.review@dot.ca.gov.

Alternatively, if you do not have Internet access, you can mail Financial Review packets to:

Department of Transportation
Independent Office of Audits and Investigations
MS 2 Attention: External Audit Manager
P.O. Box 942874
Sacramento, CA 94274-0001

Consultants' Responsibilities (Both prime consultants and subconsultants)

A&E prime consultants and subconsultants in contract with local agencies using state or federal-aid highway funds should refer to Exhibit 10-A and the 10-A Checklist for the ICR financial documents required to be submitted to their local agency. Consultants must complete the "Annual Certification of Indirect Costs and Financial Management System" (Exhibit 10-K) that attests that the ICR rate proposed is in compliance with FAR (48 CFR, Chapter 1, Part 31) and that the consultant's financial management system is adequate to accumulate and segregate, reasonable, allowable, and allocable direct and indirect project costs. The Exhibit 10-A and 10-K should be submitted to the local agency who will forward a copy to IOAI along with all other related and required financial documents. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Exhibit 10-K to the Local Agency.

Consultants must follow all the federal, state, and contract requirements outlined above in the Section above, "Applicable Standards". Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and sub-consultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles.

Figure 10-3 at the end of this chapter provides an example of a Standard Indirect Cost Rate Schedule that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project. <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

For guidance see Caltrans' Prevailing Wage Interpretive Guidance and webinar on IOAI's [website](#).

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees. The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with Federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

Independent Office of Audits and Investigations' Responsibilities

After IOAI receives a consultant's complete financial document packet (per Exhibit 10-A and Exhibit 10-A Checklist) from the local agency, IOAI will review the proposed ICR and supporting documents and notify local agencies in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR and a revised final cost proposal (if applicable) is received. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

Audits and Reviews to be Performed

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

Indirect Cost Rate Audits

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the Federal cost principles (as specified in 23 U.S.C. Section 112(b)(2)(B), 23 CFR Part 172.11, 48 CFR Part 31 and other FAR and State requirements). As a result of the audit, the local agency will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5,

and Figure 10-3 Standard Indirect Cost Rate Schedule in this Chapter. There is also a review program at Appendix A which serves as a guide for CPAs and IOAI when performing ICR audits and can also be used as a resource for consultants when preparing for an ICR audit.

CPA Workpaper Reviews

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA adequately considered the auditee's compliance with the Federal cost principles and related federal and state laws and regulations.

Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

Contract Audits

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

Incurred Cost Audits

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.

Audit Findings and Review Deficiencies

If a consultant's ICR is audited or reviewed, local agencies are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). Local agencies should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The local agencies may be subject to sanctions outlined in [LAPM Chapter 20: Deficiencies and Sanctions](#) if the state or federal government determines that any reimbursements to the consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

Example of a FAR Compliant Indirect Cost Rate Schedule - Sample Consulting Company

Statement of Direct Labor, Fringe Benefits, and General Overhead for the Year Ended December 31, 20xx

Description	General Ledger Balance	Unallowable	FAR Reference	Total Proposed	Home Office	Field Office
Direct Labor	\$123,456,789	(\$934,568)	(1)(15)	\$122,522,221	\$85,765,555	\$36,756,666
Fringe Benefits						
Vacation/Paid Leaves	\$17,283,950			\$17,283,950	\$12,098,765	\$5,185,185
Payroll Taxes	\$1,530,864	(\$30,617)	(15)	\$1,500,247	\$1,050,173	\$450,074
Medical Insurance	\$10,864,197			\$10,864,197	\$7,604,938	\$3,259,259
401K Match	\$4,938,272			\$4,938,272	\$3,456,790	\$1,481,481
Incentives and Bonus	\$15,308,642	(\$3,123,456)	(2)	\$12,185,186	\$8,529,630	\$3,655,556
Other Employee Benefits	\$2,515,280	(\$553,433)	(3)	\$1,961,847	\$1,373,293	\$588,554
Total Fringe Benefits	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
General & Administrative Overhead						
Indirect Overhead Labor	\$72,696,030	(\$4,452,541)	(1)(2)(4)(15)	\$68,243,489	\$65,790,948	\$2,452,541
Purchased Labor/Subconsultants	\$22,433,019	(\$22,433,019)	(5)	\$ -	\$ -	\$ -
Office Rent	\$12,345,679	(\$987,654)	(6)	\$11,358,025	\$11,038,025	\$320,000
Supplies & Utilities	\$5,753,086			\$5,753,086	\$4,027,160	\$1,725,926
Postage and Shipping	\$1,770,000	\$321,456	(5)	\$2,091,456	\$1,464,019	\$627,437
Equipment and Maintenance	\$3,812,346			\$3,812,346	\$2,512,789	\$1,299,557
Depreciation Expense	\$6,202,469	(\$1,345,678)	(7)	\$4,856,791	\$3,205,482	\$1,651,309
Interest	\$123,456	(\$123,456)	(8)	\$ -	\$ -	\$ -
Dues and Subscription	\$123,456	(\$12,345)	(9)	\$111,111	\$77,778	\$33,333
Advertising & Marketing	\$427,406	(\$45,678)	(10)	\$381,728	\$267,210	\$114,518
Vehicles	\$5,896,123	(\$147,403)	(5)(11)(14)	\$5,748,720	\$4,024,104	\$1,724,616
Bad debts	\$12,345	(\$12,345)	(12)	\$ -	\$ -	\$ -
Legal and Accounting Services	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
Total General & Admin. Overhead	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237
Total Indirect Costs				\$154,581,216	\$130,011,870	\$24,569,347
Indirect Cost Rates				126.17%	151.59%	66.84%

Figure 10.3: Standard Indirect Cost Rate Schedule

FAR References:

- (1) FAR 31.202: Uncompensated overtime.
- (2) FAR 31.205-6: Profit distribution and excess of the reasonable compensation.
- (3) FAR 31.205-46, 31.205-14 & 31.205-51: Meals not for valid business purposes and associated with lobbying and lacking adequate support
- (4) FAR 31.201-2: Administrative staff costs billed to projects/clients.
- (5) FAR 31.201-2: Subconsultant labor and other direct costs billed to and paid by contracts/clients.
- (6) FAR 31.205-36 and 31.205-17: Capital lease costs, rent paid in excess of reasonable costs, and idle facilities and capacity costs.
- (7) FAR 31.201-2 & 31.205-6: Costs relates to personal use by employees and luxury vehicles.
- (8) FAR 31.205-20: Interest and other financial costs not allowable.
- (9) FAR 31.201-2: Non-business related dues and subscriptions.
- (10) FAR 31.205-1: Costs for advertisement and public relations costs and trade show expense including labor.
- (11) FAR 31.205-46(d) and 31.205-6(m)(2): Personal use of vehicle and lack of mileage logs and business purpose.
- (12) FAR 31-205-3: Bad debts and collection costs.
- (13) FAR 31.205-27 and 31.205-47: Reorganization and capital raising related costs and costs incurred in connection with violation of a law or regulation by the consultant.
- (14) FAR 31.205-46: Unreasonable costs and costs not supported by documents and lack of business purpose.
- (15) FAR 31.201-6(a) & CAS 405-40: Labor costs associated with unallowable costs.
- (16) FAR 31.205-15: Fines and penalties resulting from violations of laws and regulations.

This section outlines the audit and review process for A&E contracts that at any time use federal and/or state funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

10.1.4 Consultant Selection Methods

Figure 10-4: Consultant Selection Flowchart shows the three methods normally used in selecting a consultant. They are:

- One-Step RFP;
- One-Step RFQ;
- Two-Step RFQ/RFP.

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant.

Beginning with [Section 10.1.5: Consultant Selection Using the One-Step RFP Method](#), each of the selection methods is explained in detail. Regardless of the method used, the local agency must retain all consultant selection documentation in their project files as required by 23 CFR Part 172.

One-Step RFP

The One-Step RFP method may be used for Project-specific contracts when the scope of work is well defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

One-Step RFQ

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. A RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

Two-Step (RFQ Followed by RFP)

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by local agencies that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in [Section 10.1.2: Identifying & Defining a Need for Consultants](#). This method requires substantially more work and time than the other two methods described above.

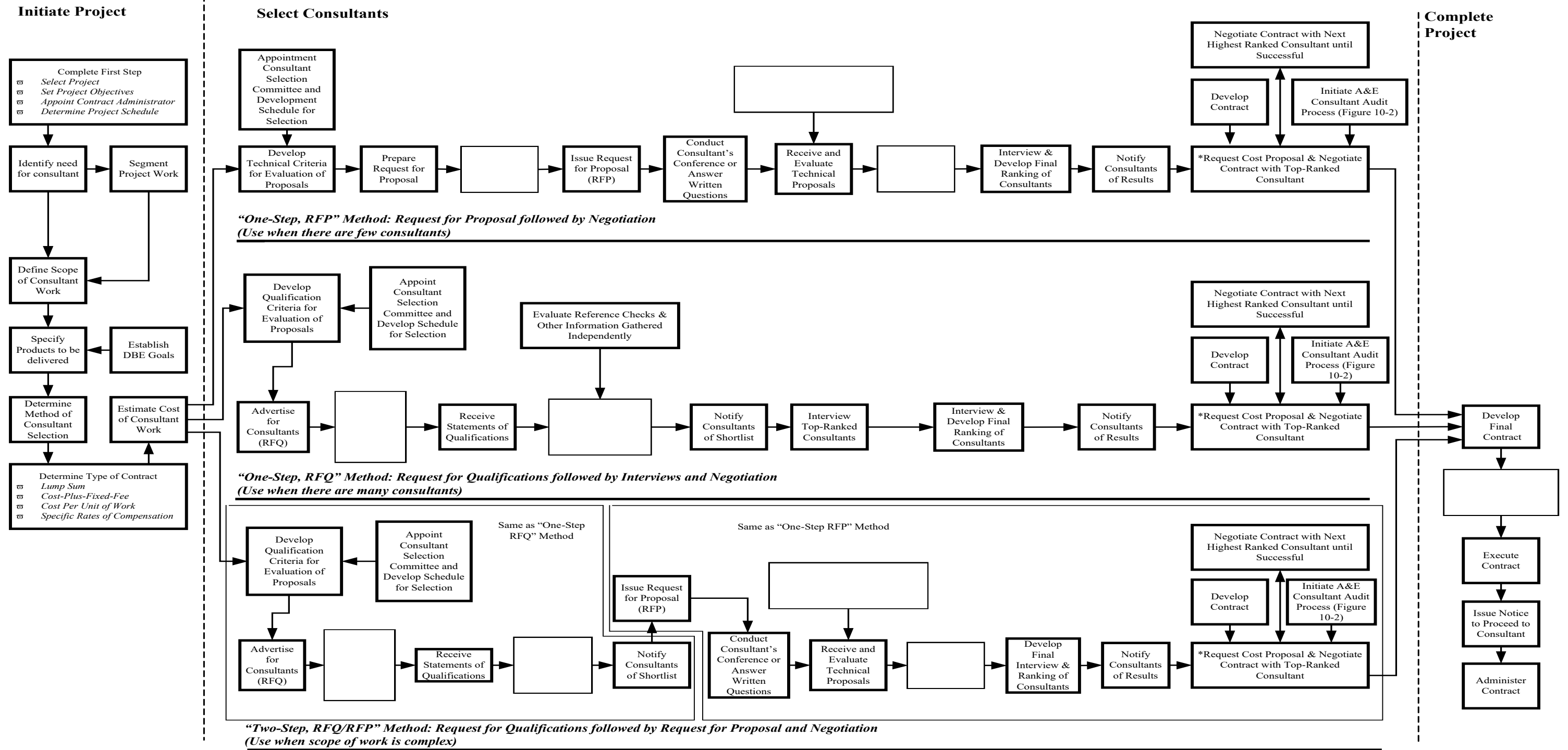


Figure 10-4: Consultant Selection Flowchart

10.1.5 Consultant Selection Using the One-Step RFP Method

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal must be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the local agency standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Proposals

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. All non-technical evaluation criteria, including DBE participation, must not exceed 10 percent (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See [Exhibit 10-H: Sample Cost Proposal \(Example 3\)](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.3: A&E Consultant Audit and Review Process](#));
- Proposal format and required contents;
- Method, criteria and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#);
- Protest procedures and dispute resolution process per 2 CFR Part 200.318(k), 2 CFR 172.5(c)(18).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;

- Staffing plan;
- Proposed Team—complete for prime consultant and all key subconsultants;
- Key personnel names and classifications—key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant’s project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The local agency must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, or posting the RFP on the local agency’s or other widely used websites are all acceptable methods of solicitation.

To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

Issue/Publish RFP

The local agency must publish the RFP on line and also issue the RFP to all consultants responding to newspaper advertisement. The local agency must keep a record of all consultants that have downloaded RFP on line as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

Conduct Proposer’s Conference or Answer Written Questions

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer’s conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer’s conference is to be held, the exact time and place must be

specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172(a)(1)(iv) (D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee evaluates each proposal; interviews the three or more highest ranked consultants (short listed) if noted in solicitation; and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. The local agency may have an established procedure adopted for conducting debriefings but may also consider the following: The selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and financial Management System](#) of Costs and Financial Management System and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever is applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) should be submitted in a separate sealed

envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the local agency's written policies and procedures.

The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) in this chapter). Local agency Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. The local agency and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see A&E Consultant Procurement Checklist: <https://dot.ca.gov/programs/local-assistance/environmental-and-other-policy-issues/consultant-selection-procurement>) and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the local agency must submit a completed Exhibit 10-C for all new or amended federal funded A&E consultant contracts using the database at <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C> (please use Firefox or Chrome if not supported by your browser).

If there are any changes requiring an amendment to the contract after submittal of Exhibit 10-C, the local agency must submit an updated Exhibit 10-C and all contract amendments to <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C>. Submission of Exhibit 10-C to Caltrans HQ is not required for non-A&E consultant contracts.

10.1.6 Consultant Selection Using the One-Step RFQ Method

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the local agency standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the local agency and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Qualifications

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest

of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

Prepare RFQ

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See [Exhibit 10-H: Sample Cost Proposal](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#); Protest procedures and dispute resolution process per 2 CFR Part 200.318(k).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;

- Forecast or Schedule of work;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The local agency must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement or any other public forum or method that assures qualified in-State and out-of-State consultant are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the local agency advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the local agency for the RFQ. The RFQs must then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

Issue/Publish RFQ

The local agency must publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The local agency must keep a record of all consultants that have downloaded the RFQ on line as well as those receiving an RFQ through other means, to ensure that any inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

Receive/Evaluate Statements of Qualifications and Develop Shortlist

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and must be

rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

Notify Consultants of Shortlist

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews if interviews were an option in the solicitation. Most consultants will request information as to why they were not placed on the shortlist. Therefore, the selection committee should keep notes why a particular consultant was not selected for the shortlist. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Interview Top-Ranked Consultants

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the shortlist and interviews, the local agency may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the local agency may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the local agency in writing. It is required that all consultants on the shortlist receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks must be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant must be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and

- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only information required to select the most qualified consultant for the contract. The selection committee or local agency must not gather additional information concerning the consultants after the interviews are completed.

Develop Final Ranking and Notify Consultants of Results

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

Conduct Scoping Meeting

The Contract Administrator meets with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

Request Cost Proposal

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultant with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and compares it with the local agency's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with local agency's written policies and procedures.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) earlier in this chapter). Local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;

- Cost items, payments and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see A&E Consultant Procurement Checklist at <https://dot.ca.gov/programs/local-assistance/environmental-and-other-policy-issues/consultant-selection-procurement>), and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the local agency must submit a completed Exhibit 10-C for all new or amended federal funded A&E consultant contracts using the database at <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C> (please use Firefox or Chrome if not supported by your browser).

If there are any changes to the contract after submittal of Exhibit 10-C, the local agency must submit an updated Exhibit 10-C and all contract amendments to <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C>. Submission of Exhibit 10-C to Caltrans HQ is not required for non-A&E consultant contracts.

10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method

Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a two-step process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and an RFP is then provided to three or more of the most highly qualified consultants. The two-step method leads to an executed project specific contract.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a prequalification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in this method (up to the development and notification of the shortlist) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the shortlist are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. The combination of these steps is indicated in Figure 10-4: Consultant Selection Flowchart. Because it is a combination of the

One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex or unusual.

The Two-Step RFQ/RFP is also well suited for procuring multiple on-call contracts through a single solicitation. The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured thru subsequent competition or mini-RFPs amongst the on-call consultants. The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.

Local agencies may also use this method to:

1. Develop and maintain a pre-qualified file/list of consultant firms by specific work categories or areas of expertise. This list includes all consultants that meet the minimum published pass/fail requirements. The pre-qualified list can be updated annually or at least every two years and must be maintained by the agency. This list has not gone through the evaluation process.
2. Create a short list of evaluated and ranked consultants that leads to executed contracts

The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task. The evaluation can include: availability of personnel, staff capabilities, DBE (10% or less of overall score), completion time, experience of consultant, specialized expertise, and past performance. The overall DBE goal was established at the master on-call contract.

Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

Categorize work

Descriptions of the categories of work, deliverables and the minimum qualification standards for each category must be clearly identified.

The local agency may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying

- Intelligent Transportation System (ITS)
- Federal–aid Highway Project Development Support Services

Establish Minimum Qualifications

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the pre-qualification process.

General criteria guidelines should be established for consultant selection for a pre-qualified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm’s key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see Exhibit 10-O1)
- Professional references by the firm with the local agency
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the local agency
- Use of sub-consultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices

Issue RFQ

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are

qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This information should be the basis for evaluating and placing a consulting firm on a general pre-qualification list.

Federal regulations require that any procedures related to pre-qualifying consultant cannot restrict competition.

Pre-qualification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain pre-qualification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate Federal-aid requirements should be complied with on Federal-aid projects.

Set-Up Evaluation Process

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Local agency must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a pre-qualified list. Whether the Local agency has a "committee" of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well defined, open and transparent. The pre-qualification process must also allow for consultants to be re-evaluated in cases of denials. The local agency must specify how long the pre-qualified list last, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T.

Evaluate Qualifications and Add Firm to List

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be

considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

Maintain List

Pre-qualification of a consultant expires in two years. Pre-qualified consultants must renew their pre-qualification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

Issue RFP to Pre-Qualified Consultants on List

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including sub-consultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Sub-consultants, DBE, their proposed participation, and other related information

Conduct Proposer's Conference or Answer Written Questions

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response

should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (LAPM Exhibit 12-F) must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (shortlisted), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein.

Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposal (for both prime and all subconsultants) and contract audit and review documents, such as Exhibit 10-K and Exhibit 10-A, whichever applicable (see Section 10.1.3: A&E Consultant Audit and Review Process), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

A contract audit and review may be required (see Section 10.1.3: A&E Consultant Audit and Review Process). The local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned
- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency.

The local agency and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see A&E Consultant Procurement Checklist

at <https://dot.ca.gov/programs/local-assistance/environmental-and-other-policy-issues/consultant-selection-procurement>).

10.1.8 COMPLETING THE PROJECT

Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after: (1) negotiations have been completed, (2) the local agency and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies or makes an adjustment to the proposed ICR. The Contract Administrator should review the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal, is attached to and made a part of the consultant contract. Sample contract language and format have been included as [Exhibit 10-R: A&E Boilerplate Agreement Language](#).

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the local agency to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal Exhibit 10-O2: Consultant Contract DBE Commitment is included for all contracts regardless of goal.;
- [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subs), and [Exhibit 10-A: A&E Consultant Financial Document Review Request](#) and Checklist and all supporting documents, if applicable (contracts above \$150,000), have been submitted to Caltrans IOAI;
- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- [Exhibit 10-C: A&E Consultant Contract Database](#) must be used to ensure that required documentation has been provided;
- A cost proposal (see [Exhibit 10-H: Sample Cost Proposal](#)), must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;

- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.
- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally funded contracts. Per 23 CFR 172.7(b)(3) “A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180.”

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract must provide for local agency reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract must provide that the consultant and subconsultants must maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, State, and local agency authorized representatives; and copies thereof must be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the local agency and must be retained for a three-year period after processing of the final voucher by FHWA.

Execute Contract and Issue Notice to Proceed to Consultant

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for consultant costs incurred prior to the execution of the consultant contract. All executed contracts must have a begin and end date. Local agency consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be send to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates may not exceed the Master On-call agreement end date.

Administer the Contract

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the local agency manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;

- Receiving, reviewing and assessing reports, plans, and other required products/deliverables;
- Receiving and reviewing state prevailing wages. (See Department of Industrial Relations websites below.
 - [DIR FAQ](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/RFQ;
- Completing the consultant performance evaluations (see [Exhibit 10-S: Consultant Performance Evaluation](#)).

Substitution of Consultant Personnel and Subconsultants

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written approval from the local agency. Refer to LAPM Chapter 9: Civil Rights & Disadvantaged Business Enterprise and Title 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

Invoicing (or Progress Payments)

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see [LAPM Chapter 3: Project Authorization](#)) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the local agency.

For federal reimbursement of consultant costs on a project, the local agency must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- [Exhibit 10-O1: Consultant Proposal DBE Commitment](#)

- [Exhibit 10-O2: Consultant Contract DBE Information](#)

DLAE must confirm that the local agency has submitted copies of [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subconsultants) to Caltrans IOAI and agency has submitted [Exhibit 10-C: Consultant Contract Database](#) to Caltrans.

The local agency is to follow the procedures given in [LAPM Chapter 5: Invoicing](#), to obtain reimbursement of federal or state funds.

Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services must be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see [Q&As](#)).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the local agency, clearly outlining the changes and containing a mutually agreed upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract by formal amendment. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments must be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and local agency before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency must either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work must not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the local agency and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of local agency funding. [Section 10.1.3: A&E Consultant Audit and Review Process](#) of this chapter must apply to the entire contract and must be completed prior to execution of the contract amendment. All amendments must incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit [Exhibit 10-C: Consultant Contract Reviewers Checklist Database](#) to <http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C> (please use Firefox or Chrome if not supported by your browser).

Performance Evaluation

Pursuant to 23 CFR §172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See [Exhibit 10-S: Consultant Performance Evaluation](#) for a suggested format for use by the local agency.

Project Records

Federal-Aid Highway Program funding recipients and sub-recipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with Federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR Part 200). These records must be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR Part 200.333).

For audit purposes, project records and documentation must be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), [Exhibit 10-O2: Consultant Contract DBE Commitment](#)), [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#), [Exhibit 17-F: Final Report – Utilization of DBE and First-Tier Subcontractors](#), and [Exhibit 17-O: DBE Certification Status Change](#)).
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions and other documentation (see [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#));
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);
- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management ([Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#)) for contracts over \$150,000 or more;

- A&E Consultant Audit Request Letter and Checklist ([Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist](#)) for contracts over \$150,000 and all supporting documentation.
- Executed consultant contracts, cost proposals and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#) and [Exhibit 10-H: Sample Cost Proposal](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- Consultant contract checklists (see [Exhibit 10-C: A&E Consultant Contract Database](#));
- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms ([Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#), all personnel involved in the procurement of the agreement should complete Exhibit 10-T [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) and [Exhibit 10-Q: Disclosure of Lobbying Activities](#), as appropriate). Exhibit 10-Q is included in the solicitation and must be completed if the consultant needs to disclose any lobbying activities.

Retention Clauses

At the option of the local agency, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXXI).

Review of Local Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The local agency files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

[Exhibit 10-C: A&E Consultant Contract Database](#) is to be completed prior to award, or after contract award but no later than the first invoice. A copy of Exhibit 10-C must be retained in the local agency project files.

10.1.9 Miscellaneous Considerations

Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed. See 2 CFR 200 and CA Government Codes 10340 and 11256.

Small Purchase Contracts

Contracts that are less than \$250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is not a recognized small purchase procedure and all A&E contracts are procured using qualifications based selection and not cost. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency must use Section 10.2: State-Only Funded A&E Contracts or the federal guidance for contracts greater than \$250,000. If the contract is anticipated to exceed \$250,000, use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure (State-Only funded section) must not exceed \$250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements must not be broken down into smaller components to permit the use of small purchase procedure. DBE requirements apply for all federally funded projects.

Noncompetitive Negotiated Contracts (Sole-Source)

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. A Public Interest Finding prepared by the local agency and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding](#)).

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The local agency must:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The local agency must carefully document details of the special conditions, obtain Caltrans approval on a Public Interest Finding and retain all documents in the project files for future Caltrans' or FHWA's review.

Retaining a Consultant as an Agency Engineer or in Management Support Role

A local agency may retain qualified consultants in a management support role on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the City.
- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.

- A Project Manager (or equivalent) who manages and oversees a project, series of projects or the work of other consultants and contractors on behalf of the public agency.
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency.

However, typically a consultant in a management support role is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency.
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a consultant in a management support role should be limited to unique or very unusual situations. These situations require a thorough justification as to why the local agency cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. Consultants in a Management Support Role funded by local or state funds must have approval from FHWA to be considered qualified to manage federal projects or consultants providing services on federal projects.

Eligibility for federal or state reimbursement for a consultant in a management support role requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the local agency and the consultant specifying the local agency engineering services to be performed;
- Written designation by the local agency of the responsibilities and authority of the consultant as an agency engineer;
- For a federal-aid project, completion of [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#) by all members (both consultants and employees) prior to participating in the Architect & Engineering (A&E) Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions must be by the use of qualification-based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, a local agency consultant in a management support role must not:
 - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
 - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the local agency consultant firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables; and approving invoices.

- Apply for or receive reimbursement of federal-aid funds for the local agency's federal-aid project if either of the foregoing has occurred. However, reimbursement for the construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.
- Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role must be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ must not be considered in the selection of consultants for the resulting project specific work.

When engineering or architectural consultants in a management support role are procured with federal-aid funds, the local agency (subgrantee) must fully comply with the following:

- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer or agent of the subgrantee must participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR §172.7(b) requires that the local agency must receive approval from FHWA. In addition, any federal-aid projects designated as Projects of Division Interest may also need approval from FHWA.
- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally funded projects, local agencies that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a consultant in a management support role to be federally eligible, the following are required prior to contract execution:

- The local agency must submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at aeoversight@dot.ca.gov, prior to solicitation.
- Once the local agency receives FHWA's written response, the local agency may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- After consultant selection, the local agency must submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to the DLA-HQ at aeoversight@dot.ca.gov. Local agency will receive FHWA's approved [Exhibit 10-U](#) via email.

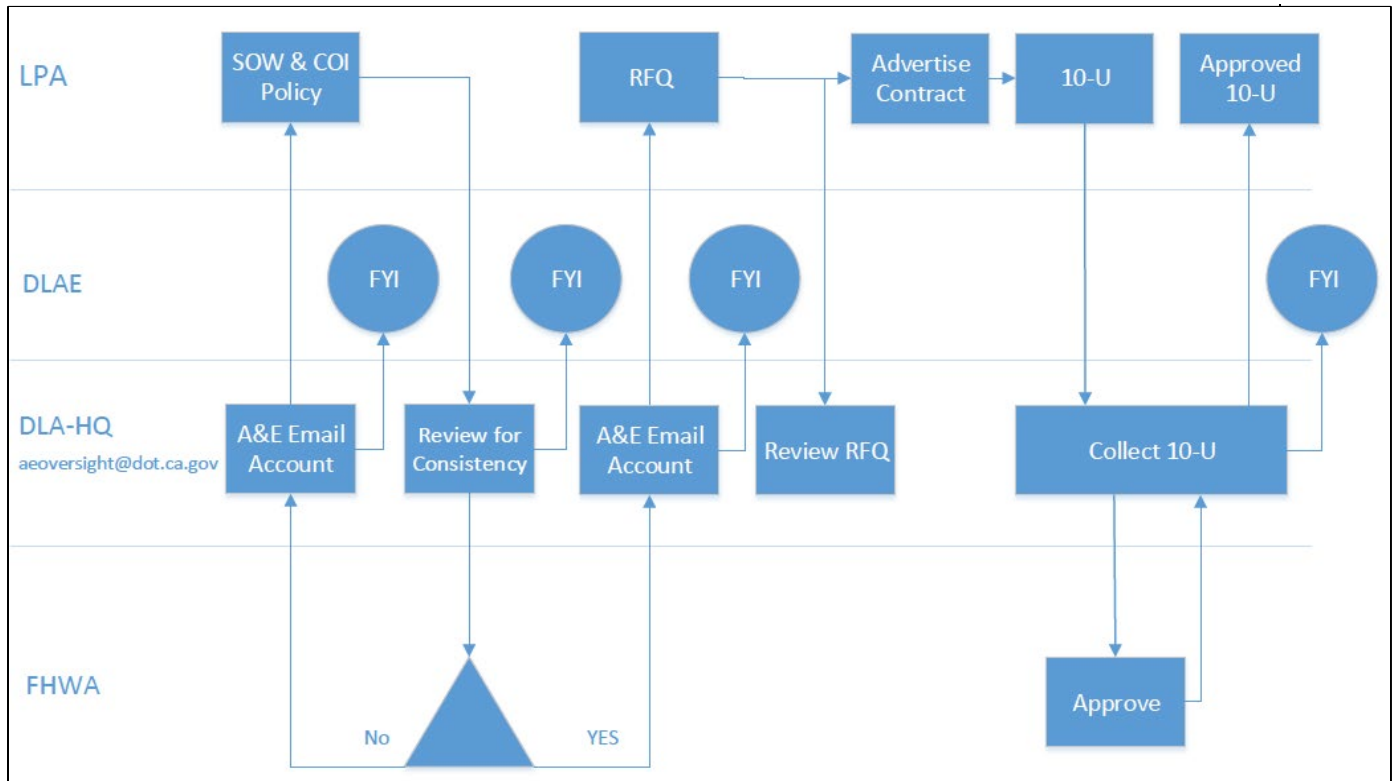


Figure 10-5: Consultant in a Management Support Role Flowchart

Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the local agency. The local agency must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant’s contract defines the relative authorities and responsibilities of the full-time employee of the local agency in charge of the project and the consultant’s construction engineering staff.

If a technical inspection consultant is to provide professional assistance to the local agency, a formal consultant contract must be executed which follows this chapter’s requirements. The contract must provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted. These reviews are to be made by the local agency.

10.1.10 Program Management

According to 23 CFR §172.5, local agencies are required to adopt written policies and procedures prescribed by Caltrans. The local agency must adopt Caltrans Local Assistance Chapter 10: Consultant Selection. Local agencies are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and
- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

An example resolution is located [here](#).

10.1.11 REFERENCES

23 CFR, Part 172 Administration of Engineering and Design Related Service Contracts

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.2.3>

40 USC, Section 1104 Brooks Act

<http://www.fhwa.dot.gov/programadmin/121205.cfm>

41 CFR Public Contracts and Property Management

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl

41 USC Public Contracts

<http://law.onecle.com/uscode/41/index.html>

23 USC Letting of Contracts

<http://www.fhwa.dot.gov/map21/docs/title23usc.pdf>

- 48 CFR, Chapter 1, Part 15.404
<https://www.acquisition.gov/far/html/FARTOCP15.html>
- 48 CFR, Chapter 1, Part 31
<https://www.acquisition.gov/far/html/FARTOCP15.html>
- Title 48, Part 16 – Types of Contracts
<http://www.elaws.us/subscriber/signin?returnurl=http://federal.elaws.us/cfr/title/4/10/2013/title48/chapter1/part16&IsHistory=1&AspxAutoDetectCookieSupport=1>
- 48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts
<https://www.law.cornell.edu/cfr/text/48/part-27/subpart-27.3>
- 48 CFR 31.201-3
<https://www.gpo.gov/fdsys/pkg/CFR-2011-title48-vol1/pdf/CFR-2011-title48-vol1-sec31-201-6.pdf>
- 48 CFR, Chapter 99 – Cost Accounting Standards, Subpart 9900
<https://www.gpo.gov/fdsys/granule/CFR-2002-title48-vol7/CFR-2002-title48-vol7-chap99>
- 2 CFR Part 200
http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- 49 CFR, Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl
- American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide
<http://audit.transportation.org/Pages/default.aspx>
- Caltrans Division of Procurement and Contracts Website
<http://www.dot.ca.gov/dpac/index.html>
- California Labor Code, Section 1775
<http://law.onecle.com/california/labor/1775.html>
- Government Auditing Standards (GAS) issued by the United States Government Accountability Office
<http://www.gao.gov/yellowbook/overview>
- Government Code Sections 4525 through 4529.5
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=04001-05000&file=4525-4529.5>
- OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
https://www.whitehouse.gov/omb/circulars_a110
- Standard Environmental Reference (SER)
<http://www.dot.ca.gov/ser/>

10.2: STATE-ONLY FUNDED A&E CONTRACTS

A&E State-Only	Division of Local Assistance Minimum Requirements for State-only funded A&E Contracts
<input type="checkbox"/>	A. Written Procedures
<input type="checkbox"/>	B. Conflict of Interest
<input type="checkbox"/>	C. Records
<input type="checkbox"/>	D. Full & Open Competition
<input type="checkbox"/>	E. Selection Basis
<input type="checkbox"/>	F. Publication
<input type="checkbox"/>	G. Solicitation
<input type="checkbox"/>	H. Cost Analysis
<input type="checkbox"/>	I. Negotiations
<input type="checkbox"/>	J. Audit and Review Process
<input type="checkbox"/>	K. Exhibit 10-C: A&E Consultant Contracts Database

10.2.1 General

Local Agencies are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the local agency must use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections.

All consultants must comply with 48 Code of Federal Regulations (CFR) Part 31: Contract Cost Principles and Procedures. Also, consultants and Local Agencies must comply with 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections §200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance).

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. Exhibit 10-R: A&E Boilerplate Agreement Language contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow LAPM Section 10.1.3 A&E Consultant Audit and Review Process.

For consultant contracts, procured with local or state funds, to provide services for federal-aid projects, or to oversee or manage other consultants providing these services, the Consultant in Management Support Role process must be completed to be eligible for reimbursement. Refer to Chapter 10.1.9 Miscellaneous Considerations: Retaining a Consultant as an Agency Engineer or in a Management Support Role.

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference LAPM Section 10.3: Non-A&E Contracts.

Reference: California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.

10.2.2 Definition of A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide construction project management services must provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

Reference: California Government Code §4527

10.2.3 Minimum Audit Requirements

A. Written Procedures

Local agencies shall follow the minimum requirements listed below in addition to any local laws and regulations.

Reference: California Government Code §4526

B. Conflict of Interest

The local agency must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state funded contracts, including the prevention of conflicts of interest.

References:

California Government Code §4526

California Government Code §1090

California Government Code §4529.12

C. Records

Local agencies shall keep adequate records of all contracts including the procurement, project management, accounting and financial administration.

References:

California Government Code §4529.14

California Government Code §4006

D. Full & Open competition

All A&E contracts shall be procured through a qualifications-based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference. If less than three consultants are evaluated, provide justification for agency file.

References:

California Government Code §4526

California Government Code §4527

E. Selection Basis

Selection of a firm shall be based on qualifications and the order of ranked preference.

References:

California Government Code §4526

California Government Code §4527

F. Publication

Solicitations for A&E contracts shall be in a manner that is open and competitive.

Reference: California Government Code §4527

G. Solicitation

The solicitations shall include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.

Reference: California Government Code §4527

H. Cost Analysis

An independent cost comparison to the consultant's cost proposal shall be done in order to ensure the contract is negotiated at a fair and reasonable price.

Reference: California Government Code §4528

I. Negotiations

Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.

Reference: California Government Code §4528

J. Audit and Review Process

A&E contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits. All agencies shall follow the Audit and Review Process as stated in LAPM Section 10.3: A&E Consultant Audit and Review Process.

<http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch10.pdf>

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10a.pdf>

Reference: California Government Code §4529.14

K. Exhibit 10-C: A&E Consultant Contract Database

Exhibit 10-C: A&E Consultant Contract Database must be completed at

<http://dlaaeoversight.dot.ca.gov/fmi/webd/Exhibit%2010-C> (please use Firefox or Chrome if not supported by your browser) prior to contract award, or after contract award but no later than the first invoice.

CA Government Code References

California GOV §1090

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).

(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

California GOV §4006

Plans, specifications, work authorizations describing work to be performed, and all other information referred to in this chapter are open to inspection and examination as a public record.

California GOV §4525

For purposes of this chapter, the following terms have the following meaning:

(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.

(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.

California GOV §4526

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.

California GOV §4527

In the procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, the state agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

(a) When the selection is by a state agency head, statewide announcement of all projects requiring architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be made by the agency head through publications of the respective professional societies. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him or her, no less than three of the firms deemed to be the most highly qualified to provide the services required.

(b) When the selection is by a local agency head, the agency head may undertake the procedures described in subdivision (a). In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract under this section.

California GOV §4528

(a) When the selection is by a state agency head the following procedures shall apply:

(1) The state agency head shall negotiate a contract with the best qualified firm for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the state agency head determines is fair and reasonable to the State of California or the political subdivision involved.

(2) Should the state agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the agency head determines to be fair and reasonable to the State of California or the political subdivision involved, negotiations with that firm shall be formally terminated. The state agency head shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the state agency head shall terminate negotiations. The state agency head shall then undertake negotiations with the third most qualified firm.

(3) Should the state agency head be unable to negotiate a satisfactory contract with any of the selected firms, the state agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this chapter until an agreement is reached.

(b) When the selection is by a local agency head, the local agency head may undertake the procedures described in subdivision (a).

California GOV §4529

This chapter shall not apply where the state or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.

California GOV §4529.12

All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities.

California GOV §4529.14

Architectural and engineering services contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits as necessary to ensure contract services are delivered within the agreed schedule and budget.

California GOV §4529.20

This act seeks to comprehensively regulate the matters which are contained within its provisions. These are matters of statewide concern and when enacted are intended to apply to charter cities as well as all other governmental entities.

Federal Highway Administration Memorandum 2 CFR 200 Implementation Guidance 12/4/2014

Attachment A: FHWA 2 CFR 200 Uniform Guidance – Questions and Answers

Question 21: "Will the FHWA/USDOT provide a waiver of the requirements in 2 CFR 200.317 for subrecipients to comply with State procurement requirements or other policies and procedures approved by the State (200.317)?"

Answer: Yes. The USDOT requested and received an OMB waiver of the requirements in 2 CFR 200.317 concerning procurement by subrecipients. This waiver provides an exception to the requirement for all subrecipients of a state to follow the procurement requirements in Sections 200.318 through 200.326. The waiver will allow States and subrecipients to continue to use state-approved procurement procedures as they did under part 18 prior to the adoption of the Uniform Guidance.

Figure 10.2 State-Only Funded Procurement Criteria

To comply with CA Government Code (GC) 4525-4529.5, 48 Code of Federal Regulations (CFR) Part 31: Contract Cost Principles and Procedures, 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (excluding sections 200.318-200.326), Caltrans Local Assistance Procedures Manual (LAPM) and other applicable STATE and FEDERAL regulations.

A&E Consultants		
Requirements for LGAs that use State funding		Use State requirements below
A.	Written Procedures	GC 4526
B.	Conflict of Interest	GC 1090, GC 4527(b), GC 4529.12
C.	Records	GC 4529.14, 4006
D.	Full & Open Competition	GC 4526, GC 4527, GC 4529.12
E.	Selection Basis	GC 4526*, 4527
F.	Publication	GC 4527
G.	Solicitation	GC 4527
H.	Cost Analysis	GC 4528
I.	Negotiations	GC 4528
J.	A&I Audit & Review Process	GC 4529.14, LAPM Ch. 10, 2 CFR 200
K.	Exhibit 10-C: A&E Consultant Contract Database	LAPM Ch. 10.2

*Mini Brooks Act - State regulation requiring the initial selection of engineering and architecture firms be based upon qualifications and experience rather than by price. Price is then later negotiated.

10.3: NON-A&E CONTRACTS

Scope

This section covers the procurement requirements for the services that are not included in Section 10.1 Federal and Section 10.2 State-Only. This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although local agencies are required to follow 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for all contracts, the Procurement Standards section §200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

Local agency must designate one person within the local agency as a contract manager.

(PCC 10348.5)

Determining Non-A&E

After identifying that there is a need for consulting services, the local agency must determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design related services are considered non-A&E. The services must not be included in Section 10.2.2 Definition of A&E.

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

Example of Determining Non-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the local agency can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)
- Non-Infrastructure

Intelligent Transportation System (ITS) Projects

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, funds the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact aeoversight@dot.ca.gov for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to LAPG, Chapter 13 LAPG Chapter 13: Intelligent Transportation Systems.

Non-Infrastructure Projects

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to LAPM Chapter 13), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to LAPM Chapter 3: Project Authorization.

Governing Regulations and Codes for Non-A&E

When procuring non-A&E services with federal-aid funds, Local agencies must comply with 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections §200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). Local agencies must follow the same policies and procedures that the State uses for procurement with its non-Federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is Public Contract Code 10335-10381.

Procurement of Non-A&E Consultant Contracts

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. Local agency must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) must not limit the competition directly or indirectly to any one consultant. The RFP must be publicized and all evaluation factors and their relative importance identified. (PCC 10339)
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed. (PCC 10329)
3. Local agency must secure at least three competitive proposals for each contract. (PCC 10340) When receiving less than three proposals, refer to the Cost-Effective/Public Interest Finding in this section as an alternative to re-advertisement.
4. No proposals must be considered which have not been received at the place, and prior to the closing time as stated in the RFP. (PCC 10344(a))
5. Local agency must have a written procedure for evaluating proposals. (PCC 10344)

RFP Basic Requirements

- A. There are two general types of consulting service contract solicitations:
- B. Request for Proposal using Cost only
- C. Request for Proposal using Cost and Qualifications

The local agency must include the following in the request for proposal:

- A. A clear, precise description of the work to be performed or services to be provided.
- B. Description of the format that proposals must follow and the elements they must contain.
- C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
- D. The date the proposals are due.
- E. The procurement schedule that the local agency will follow in reviewing and evaluating the proposals.

(PCC 10344)

Additional Requirements and Evaluation Criteria

Additional Requirements for Request for Proposal using Cost only

- A. Local agency must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. Local agency must determine those that meet the format requirements and the standards specified in the request for proposal.
- C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards must then be publicly opened and read.
- D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

Additional Requirements for Request for Proposal using Cost and Qualifications

- A. Local agency must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized must be given to the cost amount proposed by the consultant.
- B. Local agency must determine those that meet the format requirements specified in the RFP.
- C. Local agency evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets must be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
- D. The non-A&E contract must be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the Local Assistance website at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/rfp-example-non-ae.docx> and may be modified.

Submission of Exhibit 10-C: Consultant Contract Database to Caltrans HQ is not required for non-A&E consultant contracts.

Consultant's Proposal

The consultant's proposal should include the following information:

- Consultant Project Manager – qualifications, roles and responsibilities.
- Methodology - description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- Workplan and Work Schedule - the technical proposal should include activities and tasks, and their delivery schedule.
- Personnel - List of personnel who will be working on the project, and their resumes.
- Facilities and resources (If applicable) - Explanation of where the services will be provided and what type of equipment is needed to perform services.
- Sub-contracts - Identify all sub-contracts that are to be used, description of each and the work by each sub-consultant/sub-contractor. No work must be subcontracted unless listed in the technical proposal. Sub-consultant resumes should be provided.
- References - The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

Cost Proposal Worksheet

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

Local agency is not required to award a contract if it is determined that the contract price is not reasonable. (PCC 10340(c))

DBE Consideration

DBE consideration is required on all federal-aid funded contracts including non-A&E.

Administrative Requirements

Advertisement for RFPs may be through the local agency website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information and answers to consultant's questions must be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation, late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the

consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.

(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities must be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate must not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally funded projects.

Oral Presentations Optional

When oral presentations are required by the local agency, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Cost-Effective / Public Interest Finding

A minimum of three proposal must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract must document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) (LAPM Exhibit 12-F: Cost-Effective/Public Interest Finding) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

Protest / Appeals / Reinstatement Procedures

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defend its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

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

SUBJECT: Resolution No. 2021-71, a Resolution of the City of Coachella City Council Authorizing the Purchase of Real Property from RMM Inv Capital for a Sales Price of \$369,000 Consisting of One Parcel Located at the Southwest Corner of Avenue 50 and Balboa Street for the Avenue 50 Widening Project (APN:768-160-001).

STAFF RECOMMENDATION:

Authorize Resolution No. 2021-71, a Resolution of the City of Coachella City Council Authorizing the Purchase of Real Property from RMM Inv Capital for a Sales Price of \$369,000 Consisting of One Parcel Located at the Southwest Corner of Avenue 50 and Balboa Street for the Avenue 50 Widening Project, City Project ST-93 (APN:768-160-001).

BACKGROUND:

On March 9, 2016 City Council authorized a reimbursement agreement by and between the City of Coachella and Coachella Valley Association of Governments (CVAG) for a total of \$4,500,000 regional funds toward the design and construction of the Avenue 50 Widening Project. During the design and environmental phases of the project it was determined that the cost would exceed the initial budget estimate due to unforeseen drainage issues and complicated right-of-way acquisition procedures. On July 14, 2021, City Council authorized an amendment to the reimbursement agreement for the final plans, specifications and engineer's estimate (PS&E) documents, right-of-way acquisition and construction for a total funding amount of \$9,250,000.

DISCUSSION/ANALYSIS:

The project will widen the existing street and construct concrete curb and gutter within areas where none exists between Calhoun Street and Cesar Chavez Street. The finished project will complete the planned widening of Avenue 50 to two traffic lanes in each direction, and include pedestrian, bicycle and drainage facilities. These improvements require the acquisition of several properties along Avenue 50. In October 2021, the subject property was listed for sale and City Council authorized Staff to begin negotiations with the seller. Seller counter offered and accepted the selling price of \$369,000 with a 30 day closing.

FISCAL IMPACT:

The property purchase for the Avenue 50 widening project has been budgeted and is included in the reimbursement agreement with CVAG. The existing reimbursement agreement splits cost under a 75% regional share/25% local share. The local share is budgeted by Street and Transportation Development Impact Fees (Fund 127).

ATTACHMENTS:

1. Resolution No. 2021-71
2. Residential Purchase Offer
3. Owner Counter Offer

RESOLUTION NO. 2021-71

**A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL
AUTHORIZING THE PURCHASE OF REAL PROPERTY FROM RMM
INV CAPITAL FOR A SALES PRICE OF \$369,000 CONSISTING OF ONE
PARCEL LOCATED AT THE SOUTHWEST CORNER OF AVENUE 50
AND BALBOA STREET FOR THE AVENUE 50 WIDEING PROJECT
(APN:768-160-001)**

WHEREAS, on March 9, 2016 City Council entered into a reimbursement agreement with Coachella Valley Association of Governments (CVAG) for the design and environmental phased of the Avenue 50 widening project, City project ST-93; and

WHEREAS, on July 14, 2021 City Council entered into amendment #1 of the reimbursement agreement with Coachella Valley Association of Governments (CVAG) for additional funds for the final plans, specifications, engineer's estimate (PS&E) documents, right-of-way acquisition and construction; and

WHEREAS, in October 2021 City council authorized City Staff to negotiate a purchase price for the real property as stated herein; and

WHEREAS, City staff has negotiated a purchase and sale agreement with RMM Inv Capital; and

WHEREAS, on October 28, 2021 the current property owner submitted a counter offer accepting the selling price with other terms

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coachella that the foregoing Recitals are true and correct and are hereby adopted by the City of Coachella. Based on those Recitals, the City Council hereby finds and declares as follows:

SECTION 1. The City Council hereby designates and authorizes Coachella City Manager Gabriel Martin as City staff to execute the purchase of one (1) parcel located at the southwest corner of Avenue 50 and Balboa Street, as further described in "Exhibit A" attached and made a part herein, for a sales price of \$369,000 to the City of Coachella.

SECTION 2. The City staff is hereby authorized to execute any and all documents necessary to complete the land sales transaction to the city of Coachella for the stated sales price, and subject to escrow instructions to be prepared consistent with this authorization.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-71 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

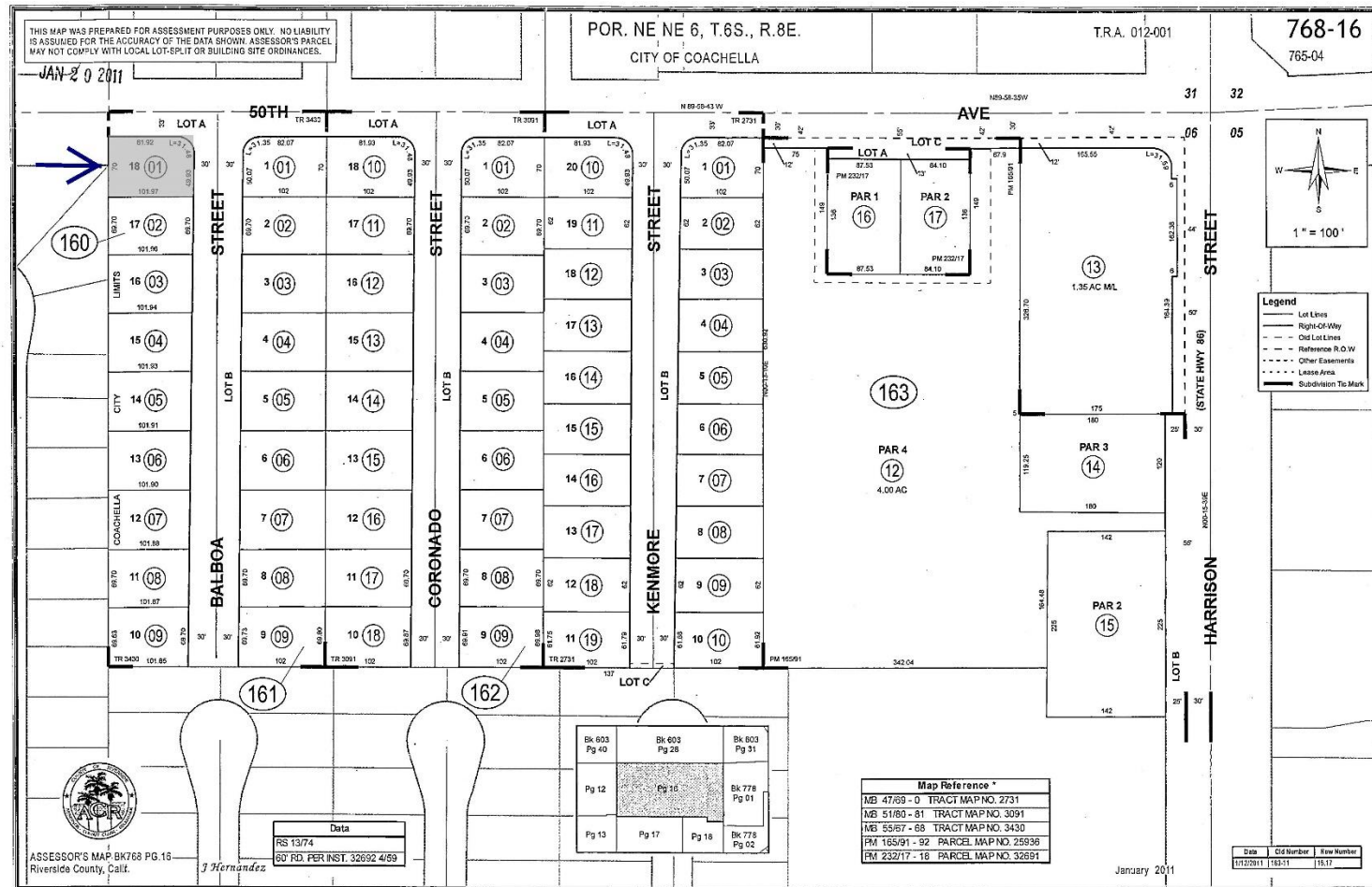
ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Parcel 18, in the City of Coachella, County of Riverside, as per recorded book page MB 55/67 TR 3430 of the County of Riverside Recorder's Office public records.





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

Item 24.

(Buyer's Brokerage Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/18)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

[X] Buyer [] Seller [] Landlord [] Tenant _____ Date _____ City of Coachella

[] Buyer [] Seller [] Landlord [] Tenant _____ Date _____

Agent Epic Land Solutions, Inc. DRE Lic. # 01888884 Real Estate Broker (Firm)

By Kari Anvick DRE Lic. # 01742926 Date (Salesperson or Broker-Associate, if any)

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



Berkshire Hathaway HomeServices California Realty, 6349 Riverside Ave Riverside CA 92506 Phone: 9516750769 Fax: Coachella Carrie Fulcher Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

Item 24.

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
 Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
 Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
 Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Coachella

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race, the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ *City of Coachella* Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Date _____
Seller _____ Date _____

Buyer _____ City of Coachella Date _____
Buyer _____ Date _____

Buyer's Brokerage Firm Epic Land Solutions, Inc. DRE Lic # 01888884 Date _____
By Kari Anvick DRE Lic # 01742926 Date _____

Seller's Brokerage Firm Excellence RE SoCal Properties DRE Lic # _____ Date _____
By Jesus Martinez DRE Lic # 0123450 Date _____

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PRBS REVISED 12/18 (PAGE 1 OF 1)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/17)

Item 24.

Property Address: 50021 Balboa St, Coachella, CA 92236 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant City of Coachella Date
Buyer/Tenant Date
Seller/Landlord Date
Seller/Landlord Date

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



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CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form RPA-CA, Revised 12/18)

Item 24.

Date Prepared: 10/08/2021

1. OFFER:

- A. THIS IS AN OFFER FROM City of Coachella ("Buyer").
 B. THE REAL PROPERTY to be acquired is 50021 Balboa St, Coachella, CA 92236, situated in Coachella (City), (County), California, 92236 (Zip Code), Assessor's Parcel No. ("Property").
 C. THE PURCHASE PRICE offered is Three Hundred Sixty-Nine Thousand Dollars \$ 369,000.00
 D. CLOSE OF ESCROW shall occur on (date) or 45 Days After Acceptance.
 E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
 B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm Excellence RE SoCal Properties License Number
 Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
 Seller's Agent Jesus Martinez License Number 0123450
 Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm Epic Land Solutions, Inc. License Number 01888884
 Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
 Buyer's Agent Kari Anvick License Number 01742926
 Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$
 (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or);
 OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or).
 Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or).
 If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
 C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$
 This loan will be conventional financing OR FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
 (2) SECOND LOAN in the amount of \$
 This loan will be conventional financing OR Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
 (3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 369,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
 G. PURCHASE PRICE (TOTAL): \$ 369,000.00

Buyer's Initials Seller's Initials

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H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ___) Days After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 3 (or ___) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within 21 (or ___) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

- A. ADDENDA: Addendum # (C.A.R. Form ADM)
 Back Up Offer Addendum (C.A.R. Form BUO)
 Court Confirmation Addendum (C.A.R. Form CCA)
 Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 Short Sale Addendum (C.A.R. Form SSA)
 Other

- B. BUYER AND SELLER ADVISORIES:
 Buyer's Inspection Advisory (C.A.R. Form BIA)
 Probate Advisory (C.A.R. Form PA)
 Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 Trust Advisory (C.A.R. Form TA)
 REO Advisory (C.A.R. Form REO)
 Short Sale Information and Advisory (C.A.R. Form SSIA)
 Other

6. OTHER TERMS:

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other:
prepared by
(2) Buyer Seller shall pay for the following Report
prepared by
(3) Buyer Seller shall pay for the following Report
prepared by

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials () ()
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Seller's Initials () ()



- (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee 100%
- (b) Escrow Holder shall be Common Wealth
- (c) The Parties shall, within 5 (or ___) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Buyer Seller shall pay for **owner's** title insurance policy specified in paragraph 13E _____
- (b) Owner's title policy to be issued by Common Wealth
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____
- (2) Buyer Seller shall pay City transfer tax or fee _____
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) Buyer Seller shall pay for any private transfer fee _____
- (8) Buyer Seller shall pay for _____
- (9) Buyer Seller shall pay for _____
- (10) Buyer Seller shall pay for the cost, not to exceed \$ _____, of a standard (or upgraded) one-year home warranty plan, issued by _____, with the following optional coverages: Air Conditioner Pool/Spa Other: _____

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: all stove(s), except _____; all refrigerator(s) except _____; all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or will be removed and holes or other damage shall be repaired, but not painted).

9. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
- B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (____ AM/____ PM) on the date of Close Of Escrow; (ii) no later than ____ calendar days after Close Of Escrow; or (iii) at ____ AM/____ PM on _____.

Buyer's Initials (____) (____)

Seller's Initials (____) (____)



- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property: Property shall be vacant at least 5 (or ___) Days Prior to Close Of Escrow**, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**
- OR **Tenant to remain in possession (C.A.R. Form TIP).**
- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
- 10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
- (3) **Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.**
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days After Delivery** in person, or **5 Days After Delivery** by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS: 7 (or ___) Days After Acceptance** to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials () ()

Seller's Initials () ()



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)

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Coachella

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller shall, within _____ Days After Acceptance to request from the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Buyer's Initials () ()

Seller's Initials () ()



- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER HAS: 7 (or ___) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) **BUYER HAS: 17 (or ___) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RRR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ___) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ___) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. **REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ___) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ___) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials (____) (____)

Seller's Initials (____) (____)



15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ___) Days prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
18. **BROKERS:**
- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow:** paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B. **A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____).** Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials (____) (____)

Seller's Initials (____) (____)

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- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials () ()

Seller's Initials () ()

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
- 26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOOA).
- 27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- 28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- 30. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ AM/ PM, on _____ (date)).

One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date _____ BUYER _____
 (Print name) City of Coachella
 Date _____ BUYER _____
 (Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials (____) (____)

Property Address: 50021 Balboa St, Coachella, CA 92236

Date: October 8, 2021

Item 24.

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____.

One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____

(Print name) _____

Date _____ SELLER _____

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
(Initials) AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Epic Land Solutions, Inc. DRE Lic. # 01888884
 By _____ Kari Anvick DRE Lic. # 01742926 Date _____
 By _____ DRE Lic. # _____ Date _____
 Address 3850 Vine St City Riverside State CA Zip 92507-4268
 Telephone (951)329-9666 Fax _____ E-mail kanvick@epicland.com
 Seller's Brokerage Firm Excellence RE SoCal Properties DRE Lic. # _____
 By _____ Jesus Martinez DRE Lic. # 0123450 Date _____
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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Published and Distributed by: _____ Buyer Acknowledges that page 10 is part of this Agreement (_____) (_____)
 REAL ESTATE BUSINESS SERVICES, LLC. Buyer's Initials _____
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

RPA-CA REVISED 12/18 (PAGE 10 of 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

Produced with Lone Wolf Transactions (zipForm Edition) Cambridge, Ontario, Canada N1T 1J5 www.lwform.com

Coachella



Property Address 50021 Balboa St, Coachella, CA 92236

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer _____ Buyer _____
City of Coachella

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (C.A.R. Form CCPA, 12/19)

Item 24.

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant _____ Date _____

City of Coachella

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA 12/19 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. 1
May not be used as a multiple counter offer.
(C.A.R. Form SCO, Revised 11/14)

Item 24.

Date October 28, 2021

This is a counter offer to the: [X] Purchase Agreement, [] Buyer Counter Offer No. ____, or [] Other ____ ("Offer"), dated October 8, 2021, on property known as 50021 Balboa Street, Coachella, CA 92236 ("Property"), between City of Coachella ("Buyer") and RMM Investment Capital, LLC ("Seller").

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.

- C. OTHER TERMS: 1- Close of escrow to be 30 days or sooner.
2- Escrow to be Stewart Title of California.
3- Property to be Sold As-Is conditions.
4- Listing agent is related to the Seller and the Seller is a principal in a real estate company.
5- All other terms and conditions to remain the same.

D. The following attached addenda are incorporated into this Seller Counter offer: [] Addendum No. ____

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date)(or by ____ AM ____ PM on ____ (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or ____, who is authorized to receive it.
B. OR If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
C. OR If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER DocuSigned by: RMM Investment Capital LLC MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY 10/28/2021
Seller RMM Investment Capital, LLC Date
Seller 9102BF1831D7405... Date

5. ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Buyer City of Coachella Date Time [] AM/ [] PM
Buyer Date Time [] AM/ [] PM

CONFIRMATION OF ACCEPTANCE:

(____ / ____) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) ____ at ____ AM/ ____ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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SCO Revised 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)





STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez; Public Works Director

SUBJECT: Authorize Youth Commission Application deadline be extended until filled.

STAFF RECOMMENDATION:

Authorize Youth Commission Application deadline be extended until filled.

EXECUTIVE SUMMARY:

City Council approved Ordinance 1184 by second reading on July 14, 2021. Staff published the Youth Commission Application with a due date of August 19, 2021 on July 19th. The Youth Application was published on the city's website, city's Facebook and Desert Sun. The Youth Commission was also directly provided to the following community organizations for distribution to their youth: Coachella Valley High School (including ASES Program, Health Academy and CV High School Public Service Academy), Boys and Girls Club, Desert Recreation District, Raices Culturales, Alianza, Raices Del Valle and COFEM.

The membership for the Youth Commission is ten (10) members. Staff has received four (4) Youth Applications: Carla De Leon, Ruben Magana IV, Andrea Ibarra and Ismael Ortiz. Staff is recommending extending the application period until 10 applications have been received; based on Commission membership of ten (10), six (6) applications are still required to fill Commission.

FISCAL IMPACT:

The recommended action does not have a financial impact.



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize City Manager to execute a Memorandum of Understanding between the City of Coachella, West Coast Arborists, Inc., and California Urban Forests Council for the Circle 4 Amplify the Urban Forest Project and all corresponding documents.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Memorandum of Understanding (MOU) between the City of Coachella, West Coast Arborists, Inc., and California Urban Forests Council for the Circle 4 Amplify the Urban Forest Project and all corresponding documents.

BACKGROUND:

The city's tree arborist contractor, West Coast Arborists Inc.(WCA) has applied and been approved for a CAL FIRE Urban and Community Forestry Grant (Circle 4). This grant will collaborate with CA Urban Forests Council, Western Chapter ISA, Taylor Guitar, The Britton Fund, and over 30 agencies. WCA asked the City of Coachella to be one of the over 30 partner agencies. The grant will plant over 2,000 trees in one day, March 12, 2022.

This grant will provide the City of Coachella sixty-five (65) fifteen (15) gallon trees; the grant does stipulate the trees species, which are all water efficient trees that will develop healthy shade canopies. As a partner agency the City of Coachella would be awarded over \$30,000 in donated trees and tree related services. Staff has also reached out to the California Conservation Corps whom is also interested in participating with the City in the planting event on March 12, 2022.

DISCUSSION/ANALYSIS:

Staff would recommend participating in the grant and using the 65 trees to provide shade and landscaping to the pedestrian pathway installed along Avenue 53 between Shady Lane and Adams Street. Currently, a pedestrian pathway was installed as a capital improvement project in 2017/2018 but the parkway area where the pathway meanders through is not landscaped and



results in weed abatement concerns annually. Irrigation improvements needed would be installed by public works staff, with support from the Coachella Water Authority. In addition to the tree installation, weed barrier landscape fabric and three quarter California gold landscape rock material will be installed in the parkway area; please see adjacent concept design of the tree and rock material proposed for this area.

FISCAL IMPACT:

The rock material and irrigation materials need will cost \$25,000 -\$35,000; these costs are available in the approved parks and street division budgets and approval of the recommended MOU would not have a negative fiscal impact.

Attachments:

MOU and Circle 4 Watering Agreement

Memorandum of Understanding

The following Memorandum of Understanding (“MOU”) is between the California Urban Forests Council (“CaUFC”), West Coast Arborists, Inc., a California corporation (“WCA, Inc.”), and the City of Coachella, a general law city & municipal corporation (“City”), regarding CIRCLE 4 – AMPLIFY the Urban Forest (“CIRCLE 4”) project. For reference purposes, the CaUFC, WCA, Inc., and City shall be referred to individually as a “Party” and collectively as the “Parties.” This MOU shall become effective on the last date signed by the Parties.

CIRCLE 4

The CIRCLE 4 project is an Invest From the Ground Up Campaign under the CaUFC. The CaUFC has partnered with WCA, Inc. and cities throughout California to improve the urban forests. CIRCLE 4 is funded through CAL FIRE’s Urban Forest and Community Grant Program. CIRCLE 4 will plant trees and deliver a full program on urban forestry to the community.

Interested Parties

The CaUFC, CaUFC’s partners, WCA, Inc., and the City agree to work cooperatively on the CIRCLE 4 project and the associated deliverables to honor the CaUFC contract agreement with the California Department of Forestry and Fire Protection (CAL FIRE). WCA, Inc. is contracted by CaUFC for completion of the CIRCLE 4 project and is responsible for program management and tree removal activities.

For purposes of this MOU, there are three major contributors to this process: Nancy Hughes representing CaUFC, Andres Rodriguez representing WCA, Inc., Dr. Gabriel D. Martin, representing the City.

Duties and Responsibilities

CaUFC, the CaUFC’s partners, WCA Inc., and the City pledge to work together in a spirit of cooperation to complete the work.

All Parties shall comply with all relevant laws and regulations regarding documentation, reporting, use, etc. of any state funds in accordance with applicable state law and furnish administrative assistance services including but not limited to:

1. Adherence to the approved scope of work, below, and set out in the assigned project.
2. Retention of all records for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports, and partner information. If additional information is requested, the City agrees to make all records relating to the contract available upon request by CaUFC.

Decision Making

Decisions regarding implementation of the CIRCLE 4 project within the City of Coachella will be made by consensus of all Parties when there are proposed changes to the scope of work. Decision-making will be done jointly and in a spirit of cooperation. All decisions that are proposed and/or change the scope of work (verbal, written, or implied) must be agreed upon and authorized in writing by all Parties prior to commencing with the additional work. Otherwise, work can proceed as agreed upon for each party in the scope of work.

Termination

Any Party may terminate its participation in this MOU for its convenience, and without cause, by giving not less than 30 days' advance written notice to the other Parties. This MOU supersedes all previous agreements pertaining to the subject-matter of this MOU whether such previous agreement was written or oral.

Scope of Work

The scope of work describes the agreed upon project activities. The scope of work for the CIRCLE 4 project is set forth as follows:

1. CaUFC will provide the City approximately 65, 15-gallon trees which will include stock and labor to ensure proper installation by volunteers and WCA, Inc.
2. The city will provide the GPS locations and tree species for all trees to be planted for this grant by January 1st, 2022. The city will provide support for DigAlert delineation.
3. The city will select species from a predetermined list provided by WCA, Inc. The city agrees to incorporate underutilized, climate appropriate species. The list will be provided by May of 2021.
4. The city will aid the CaUFC and WCA, Inc. to host a tree planting event March 12, 2022, to coincide with the statewide effort to plant 2,000 trees in one day.
5. CaUFC, WCA, Inc., the city, and a local community group will join efforts to engage and deliver an educational tree workshop and tree planting event to the community and other local interested volunteers.
6. The city agrees to promote the tree workshop and tree planting event through existing city resources, including social media accounts.
7. The city will provide event logistic support, including pre-digging holes, staging trees day of event, and water resources day of tree planting. All associated costs are incumbent to the city.
8. The city agrees to provide tree care through incorporating new trees in management and maintenance plan activities. This includes watering newly planted trees as soon as they are installed. All associated costs are incumbent to the city.
9. The city will provide a facility suitable for a community workshop session regarding trees and urban forestry in the weeks prior to the tree planting event. Programming will be provided by WCA, Inc.
10. The city is responsible for procuring a sign and installing the sign for the duration of the grant. A California Climate Investments and CAL FIRE approved template will be provided by WCA, Inc.

11. WCA, Inc. will conduct post-plant monitoring to ensure the trees establish properly. This includes a structural prune one year after planting. The city is expected to respond to the recommendations made from the monitoring, in order to improve the tree's health.
12. CaUFC will provide funding for a limited amount of tree replacements for dead trees. If mortality is greater than what can be replaced by CaUFC grant funds, the City shall replace the dead trees at their own expense within the grant period.
13. The city will report trackable match time and hours to WCA, Inc. as necessary. There is no minimum requirement for match time and hours.

Timeline

The grant period is from August 2020 to March 2024. All parties agree that the CIRCLE 4 project will be completed by March 31, 2024, though periodic benchmarks may be set through the scope of work to support on-time project completion.

Relationship of Parties

Each Party acknowledges and agrees that it is an independent entity from, and not an employee or agent of, any other Party to this MOU.

Volunteer Indemnification

All volunteers shall sign the program's volunteer liability waiver prior to participating in any events associated with the Project.

Indemnification of Parties

To the full extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Parties, and their elected and appointed public officials, officers, employees and agents from and against any and all actions, (judicial, administrative, arbitration or regulatory) claims or demands, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including attorney fees and costs incurred in defense thereof, that may be asserted or claimed by any person, firm or entity, arising out of or related to any negligent act or omission, excluding the willful or intentional misconduct of any Party, during the course of its participation in the CIRCLE 4 Project and this MOU.

Responsibility Of City:

The City agrees to be responsible for and complete those items set forth in Scope of Work Section 1 through 12

Responsibility Of CaUFC:

CaUFC agrees to be responsible for and complete those items set forth in Scope of Work Section 1 through 12.

Responsibility Of WCA:

WCA agrees to be responsible for and complete those items set forth in Scope of Work Section 1 through 12.

Assumption of Risk

CaUFC and WCA, Inc. assumes no liability or responsibility for any personal property of the City or of its staff, volunteers, instructors, employees, contractors, consultants, guests, invitees, and agents brought to assist with the CIRCLE 4 project, during the term of this MOU. The City assumes no liability or responsibility for any personal property related to the CaUFC and WCA, Inc., or of their staff, volunteers, instructors, employees, contractors, consultants, guests, invitees, and agents brought to assist with the CIRCLE 4 project, during the term of this MOU. CaUFC certifies that it has reviewed and agreed to the terms of this MOU.

Insurance

Prior to undertaking performance of work under this MOU, WCA, Inc., shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

Each Party will, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

B. Commercial General Liability Coverage. With limits of no less than two million dollars (\$2,000,000) combined single limit per occurrence or four million dollars (\$4,000,000) aggregate limit for bodily injury, personal injury, and property damage and shall hold the City, and does hereby hold the City, free and harmless from all liability which may arise by reason of injury to any employee of the WCA, Inc. during performing any work or labor under this MOU.

C. Automobile Liability Coverage. Covering all vehicles used in the performance of this Agreement providing a one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

D. Compliance with State Workers' Compensation Requirements. Each Party will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. and will, at all times, upon demand of the other Party's authorized representative or his/her designee, furnish proof that Workers' Compensation Insurance

Miscellaneous Terms

A. Severability. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

B. Governing Law; Venue. The laws of the State of California shall govern this MOU without regard to principles of conflicts of laws. Any action to enforce or interpret this MOU shall be filed in the respective county court office.

C. Integration; Amendments. This MOU represents the entire and integrated MOU between CaUFC, WCA, Inc. and the City with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect thereto. This MOU may be modified or amended only by a subsequent written agreement signed by both Parties.

D. Attorneys' Fees. If a party to this MOU brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this MOU, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

E. Waiver. No waiver of any breach of any covenant or provision of this MOU shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

F. No Third-Party Beneficiaries. Nothing contained in this MOU is intended to or shall be deemed to confer upon any person, other than the Parties, any rights, or remedies hereunder.

G. Assignment. No assignment, subletting, or transfer in whole or in part of this MOU shall be made or shall be effective without the prior written consent of the CaUFC and WCA, Inc.

H. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of CaUFC and WCA, Inc. shall be personally liable to the City in the event of any default or breach by CaUFC or WCA, Inc. or for any amount which may become due to the City pursuant to this MOU.

I. Authority. The undersigned expressly represents that he or she is authorized to execute this MOU on behalf of the City and that it meets each of the requirements set forth in the MOU, including but not limited to the insurance and workers compensation requirements.

We the undersigned agree to this Memorandum of Understanding.

Lissette Rios

Nancy Hughes

Dr. Gabriel D. Martin

Lissette Rios

Executive Director

City Manager

Grant Coordinator

California Urban Forests
Council

City of Coachella

West Coast Arborists

Date Executed:

Date Executed:

Date Executed: 10.27.21



CIRCLE 4.0 – City of Coachella Watering Agreement

City of Coachella, West Coast Arborists, Inc., the City of Coachella tree maintenance contractor, & the California Urban Forests Council, are partnering through the Amplifying the Urban Forests (CIRCLE 4.0). CIRCLE 4.0 is a grant project funded through CAL FIRE with the goal to reduce carbon & greenhouse gas emissions by planting urban trees.

The City of Coachella will be receiving 65 trees through the CIRCLE 4.0 grant project and has agreed to water them sufficiently for the first two years post planting to ensure their success. West Coast Arborists Inc. will conduct routine visits to ensure the trees are watered regularly and perform maintenance activities such as removing tree stakes and perform one structural pruning in the second year.

This is to certify that the City of Coachella is the legal owner of the: 65 trees under the CAL FIRE funded CIRCLE 4.0 grant and hereby agrees to water trees to be planted on their property weekly for a period of 2 years following planting of the trees, or as needed to ensure establishment.

Signature of City of Coachella:

Print name and title: Dr. Gabriel D. Martin, City Manager

Date: November 10, 2021





STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Provide staff direction for 2021 Hometown Heroes Honorees.

STAFF RECOMMENDATION:

Provide staff direction for 2021 Hometown Heroes Honorees.

BACKGROUND:

The “Hometown Heroes” monument was created to recognize people who have contributed to the community and culture of our community. Currently, our “Hometown Heroes” include the following:

- Cesar Chavez; Civil Rights and Labor Leader
- Leonila Torres; Community Leader
- Linda Garza; Government Employee
- Elvira Acosta Murillo; Community Leader
- Severio “Cosmo” Lira Jr.; Commitment to Youth
- Raquel G. Medina; Community Volunteer
- Rich Ramirez; Educator and Mentor
- Chauncey Veatch; Educator and Mentor
- Juan Torres; Entrepreneur and Business Leader
- Joe and Maria Celia Munoz; Exceptional Citizens
- Julio Diaz, Antonio Diaz and Joel Diaz; Boxing Family Champions
- Eugenia Ortiz; Community Leader and Activist
- Clementine Olloque, Maria Carmona-Marron, Maria Serrano, Maria Munoz; Community Leaders and Activists
- Organización en California de Lideres Campesinas; Leaders and Community Activists
- Caballero Family, Boxing Family Champions
- Chris Romero, Exceptional Citizen
- Mary Lou Torres, Exceptional Citizen and Advocate
- Merlyn Hamner, Historian
- Joe Vega; Postmaster and Exceptional Citizen
- Lee Espinoza; Coach and Mentor
- CYSAS La Laja; Youth Sports Leaders
- Vanessa Madera; Youth Sports Leader

- Joe Ceja; Educator and Mentor
- Deputy David Solis; Exceptional Valor
- Mayor Yolanda R. Coba; Community Leader
- Enedina Rapan; Community Activist
- Enedina Rapan, Jesus Mota, Maria Hernandez, Prospero Montes, Jesus Sanchez; Inspirational Community Mentors
- Gabriela Fundora; Youth Sports Leader
- Citlalli Ortiz; Youth Sports Leader
- Cesar Sanchez, Entrepreneur and Business Leader
- Father Guy Wilson; Religious and Spiritual Leader
- Dr. Juan De Lara; Educator and Mentor
- Juanita Godwin; Community Leader and Youth Mentor
- Raices Cultura; Community Leader and Activists

DISCUSSION/ANALYSIS:

Annually during the City's Tree Lighting Ceremony the City has recognized individuals / organizations as Hometown Heroes; staff recommends selecting 2 -3 recognitions per year for both 2020 and 2021. In June 2020, staff was advised of a single recommendation for Hometown Hero consideration – Mario Lazcano, Community Leader and Activist. During the October 13, 2021 City Council Meeting the following recommendations were made for 2021 nominations:

- Mario Lazcano; Community Leader and Activist
- Frank Morales, Cesar Garcia, Danny Castro, George Torres; Coachella Volunteer Firefighters
- Clara Herrera and Clara Nieblas, Community Advocate and Activist
- Rosalia Plata; Community Advocate and Activist
- Baltazar Aguirre; Exceptional Citizen and Activist

Staff is requesting direction for 2021 Hometown Hero nominees.

FISCAL IMPACT:

The cost of each plaque to honor a Hometown Heroes is approximately \$450.00 each. These costs are budgeted for in the approved FY 21/22 budget and will not have a negative impact on the approved budget.



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve 2021 Coachella Holiday Parade theme and authorize appropriation from Undesignated General Fund Reserves for the Coachella Holiday Parade Event, in the amount of \$45,000.

STAFF RECOMMENDATION:

Approve 2021 Coachella Holiday Parade theme and authorize appropriation from Undesignated General Fund Reserves for the Coachella Holiday Parade Event, in the amount of \$45,000.

EXECUTIVE SUMMARY:

Traditionally the city has its Holiday Parade the first Friday of December. In 2021, the first Friday in December is December 3, 2021. The event is recommended to occur on December 3rd at 6pm. The event will include the traditional activities available to all attendees at 5pm: pictures with Santa, carnival rides, s'mores station, and an ice slide.

This year the City will also be celebrating its 75th Anniversary and staff is recommending the parade theme be: *Coachella Holiday Parade . . . Celebrating 75 Years*. Staff has discussed this theme with CVUSD ASES partners and Chamber partners, both whom are supportive of this as the theme for 2021. If Council supports this theme, it is recommended this year's parade Grand Marshal be the oldest permitted Coachella Business. According to our Business License Division records, Peter Rabbit Farms is the city's longest standing business and has been a Coachella business since 1950.

The costs for the parade include the following expenses, totaling \$45,000: carnival rides (\$11,000), ice slide (\$11,000), signage/electronic reader boards (\$10,000), light towers (\$5,000), sound/video (\$2,000), marketing (\$3,000), parade banners/décor/Santa (\$4,000). Staff will also work to acquire sponsorships to cover some of these costs; sponsorships acquired in prior years averaged \$10,000-\$13,000 and will decrease the total general fund impact.

FISCAL IMPACT:

Authorize appropriation from Undesignated General Fund Reserves for the 2021 Holiday Parade Event in the amount of \$45,000.



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Nathan Statham, Finance Director

SUBJECT: Purchase of Replacement Servers

STAFF RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2021-68 approving the purchase of new servers to replace existing servers still in use after end of recommended service life.

EXECUTIVE SUMMARY

The City currently has five servers that are operating past their recommended end of life (5 years). The City also has insufficient redundant backup servers to fully duplicate operational servers. While the City has virtual server configurations in place, full onsite duplication is recommended for timely system restoration in the event of a cyber-attack or system failure. The servers being replaced will be used as backup servers for full on site server redundancy (highly recommended).

The replacement and reconfiguration of aging servers is essential to the City network security continuity of service response and new ERP system implementation.

BACKGROUND:

As cybercrime has continued to increase in recent years, the City's IT Division has taken measures to increase security for City IT systems and has been assessing various aspects of the City's IT infrastructure as it pertains to continuity of service constraints. With increased remote work access and increased storage requirements for increasing volumes of digital documents, the server component of the City's IT infrastructure has become exceedingly critical.

Additionally, City staff is in the process of evaluating a new enterprise resource planning (ERP) software solution for City Wide implementation to replace the City's current legacy financial system and add community facing functionality for online permitting, building inspections, code enforcement and payment processing for business licenses, utility bills, cannabis and other taxes. Additional server capacity needs are anticipated for the new system along with increased data processing capacity requirements.

Prior to the increased security concerns and plans for a new ERP, the IT division was replacing servers on an annual basis of one server per year due to budgetary considerations. However, given the increased security concerns and anticipated increased resource needs, staff is recommending this replacement schedule be accelerated.

FISCAL IMPACT:

Each server has an approximate cost of \$10,700 and operating system licensing costs of \$4,800 for a total per server cost of \$15,500. The IT Division included funding for one server in the 2021-22 adopted budget, so additional appropriations are needed for four servers (\$62,000). After evaluating the circumstances leading to the replacement of these servers, the purchase of two of the servers will qualify for ARPA funding. This action would appropriate \$31,000 in the IT Division operating budget in the general fund (101); however, \$8,680 would be recovered through overhead allocations from the water (178) and sanitary (361) funds. It would also appropriate \$31,000 in the City's grant fund (152) for a total cost to the general fund of \$22,320.

ALTERNATIVES:

1. Approve staff's recommendation to adopt Resolution No. 2021-68 purchasing five new servers and respective operating system licenses.
2. Direct staff to retain the existing servers past recommended end of life without redundant back up servers.

ATTACHMENTS

Resolution 2021-68

RESOLUTION NO. 2021-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE PURCHASE OF AND APPROPRIATING FUNDING FOR REPLACEMENT SERVERS

WHEREAS, the City currently has five servers that have surpassed their recommended end of life.

WHEREAS, reliable, redundant servers with cutting edge data processing and storage capacity are essential to the network security of the City.

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. City Council authorizes and directs the Finance Director to purchase five replacement servers with operating system licenses and appropriates funds in the amount of \$62,000 for these purchases.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-68 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10^h day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Adopt Resolution 2021-72 approving the 2021 City of Coachella Emergency Operations Plan.

STAFF RECOMMENDATION:

Adopt resolution approving the 2021 City of Coachella Emergency Operations Plan.

EXECUTIVE SUMMARY:

The City of Coachella has prepared the 2021 Emergency Operations Plan (EOP) to address the City's response to manmade and natural disasters. The EOP complies with the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), the State Emergency Plan and the California Emergency Services Act (Gov. Code § 8550 et seq.). While no plan can completely prevent death and destruction, the City hopes to minimize losses and ensure the most successful allocation of resources during an all-hazards event. The objective of this plan is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization capable of responding effectively to any emergency. This plan will be reviewed and exercised periodically and revised as needed to meet changing conditions. The 2021 EOP has been prepared with guidance from the County of Riverside Emergency Management Department and will be effective upon approval by the City Council.

FISCAL IMPACT:

None.

Attachments:
2021 Emergency Operations Plan
Resolution



City of Coachella

Emergency Operations Plan

Portions of this document may contain sensitive information pertaining to the deployment, mobilization, and tactical operations of City of Coachella in response to emergencies and disasters. Most of this plan is available for public review. Refer any request for a copy of this document to Andrea Carranza Deputy City Clerk

FORWARD

October 12, 2021

Enclosed is the revised City of Coachella Emergency Operations Plan (EOP). This plan is designed as a reference and guidance document, and is the foundation for response and recovery operations for City of Coachella and is meant to coordinate with the Riverside County Operational Area EOP and EOC to facilitate effective response to any emergency.

This plan establishes the emergency organization, assigns tasks, and specifies policies and general procedures during both response and recovery. It also provides for coordination with the County as the OA Lead Agency. This plan includes the critical elements of the Standardized Emergency Management System, the National Incident Management System, the Incident Command System, and the National Response Framework.

This Emergency Operations Plan can be used to coordinate localized emergencies as well as catastrophic disasters. The plan will be reviewed and exercised periodically and revised as necessary to meet changing conditions.

City of Coachella gives full support to this plan and urge all officials, employees, and citizens, individually and collectively, to do their share in emergency preparedness, response, and recovery efforts.

This Emergency Operations Plan will become effective upon resolution/ordinance with concurrence by signatures of City of Coachella leadership below.

SIGNED CONCURRENCE BY PRINCIPAL DEPARTMENTS/AGENCIES

The City Manager concurs with the City of Coachella's Emergency Operations Plan. As needed, revisions will be submitted to the City Emergency Services Coordinator.

Signed _____
Gabriel D. Martin Ph.D
City Manager
City of Coachella

The City Attorney concurs with the City of Coachella's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Services Coordinator.

Signed _____
Carlos Campos
City Attorney, Law Offices of Best, Best & Krieger

The Riverside County Fire Department, under contract with City of Coachella, concurs with the City of Coachella's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Services Coordinator.

Signed _____
Battalion Chief Bonifacio DeLaCruz
Riverside County Fire Department

The Riverside County Sheriff's Department, under contract with the City of Coachella, concurs with the City of Coachella's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Services Coordinator.

Signed _____
Captain Herman Lopez
Riverside County Sheriff

The Public Works Division concurs with the City of Coachella's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Services Coordinator.

Signed _____
Maritza Martinez
Public Works Director

The Development Services Division concurs with the City of Coachella's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Services Coordinator.

Signed _____
Gabriel Perez
Design and Development Director

The Engineering Division concurs with the City of Coachella's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Services Coordinator.

Signed _____
Andrew Simmons
City Engineer

The Public Works, Emergency Services Division concurs with the City of Coachella's Emergency Operations Plan. As needed, revisions will be submitted to the Emergency Services Coordinator.

Signed _____
George R Torres
Streets Superintendent/Emergency Services Coordinator

Copy of Resolution

RESOLUTION NO. 2021-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING THE 2021 CITY OF COACHELLA EMERGENCY OPERATIONS PLAN

WHEREAS, the City of Coachella does hereby resolve as follows:

WHEREAS, the City of Coachella may be subjected to emergencies and disasters of all types; and

WHEREAS, the City of Coachella will continue to be prepared to respond during emergencies and disasters to protect public peace, health and safety and to preserve lives and property of the people; and

WHEREAS, the City of Coachella will plan and prepare in order to implement efficient emergency operations and to mitigate the effects of emergencies and disasters; and

WHEREAS, such planning and operations have been a coordinated effort of local departments and agencies; and

WHEREAS, the City of Coachella will coordinate emergency prevention, mitigation, preparedness, response and recovery activities in a manner consistent with the Standardized Emergency Management System (SEMS) and, by extension, National Incident Management System (NIMS); and

WHEREAS, City of Coachella has developed a comprehensive Emergency Operations Plan in compliance with the requirements of the California Governor’s Office of Emergency Services (Cal OES).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella that it would be in the best interest of the City of Coachella to adopt the 2021 City of Coachella Emergency Operations Plan.

PASSED, APPROVED and **ADOPTED** this 10th day of November 2021.

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. 2021-72 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

Plan Concurrence

As designated officials in an emergency management effort, and having reviewed this Emergency Operations Plan, I hereby sign this concurrence page to show my approval of the plan and its contents.

Department/TITLE	NAME	SIGNATURE
City Manager	Dr. Gabriel D. Martin	
City Attorney	Carlos L. Campos	
City Clerk	Angela M. Zepeda	
City Engineer	Andrew Simmons	
Code Enforcement	Rene Rosales	
Development Services	Gabriel Perez	
Emergency Services Coordinator	George Torres	
Financial Services	Nathan Statham	
Fire	Bonifacio DeLaCruz	
Human Resources	Sandy Krause	
Police	Herman Lopez	
Public Works	Maritza Martinez	
Utilities	Castulo Estrada	

Plan Development and Maintenance

City of Coachella / Emergency Services Coordinator is responsible for writing, reviewing, and updating of the EOP.

The updates will include new information such as changing of phone numbers and revisions of relevant standard operational procedures or organizational structure. A record of changes and revisions will be maintained. All changes to the plan will be distributed as shown on the plan distribution list. Revisions to the plan will be approved by City of Coachella.

Distribution List

This distribution list names the departments or agencies receiving copies of the City of Coachella Emergency Operations Plan. The plan will be distributed in a printed version.

Department/Agency	Number of Copies
Coachella City Library	1
Riverside County Sheriff – Thermal Station	1
Sta. 79, CAL FIRE/Riverside County Fire Department	1
Riverside County Emergency Management Department	1
Coachella Unified School District	1
29 Palms Band of Mission Indians	1
Augustine Band of Mission Indians	1
Cabazon Band of Mission Indians	1

State OES	1
City Manager	1
Finance	1
Public Works	1
Engineering	1
Utilities	1
Development Services	1
Mobile EOC	1
City ESC	1

Record of Revisions

The City of Coachella/Emergency Services Coordinator will maintain the official copy of the EOP and use the record of revisions table below to track changes to the EOP.

Change No.	Description	Change Date	Approved By

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BASE PLAN

Section 1.0 Administrative Features

1.1 Plan Format

The City of Coachella Emergency Operations Plan (EOP) addresses the planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies in or affecting the City of Coachella. This EOP describes the operations of the City of Coachella Emergency Operations Center (EOC), which is the central management entity responsible for directing and coordinating the various City of Coachella Departments and other agencies in their emergency response activities.

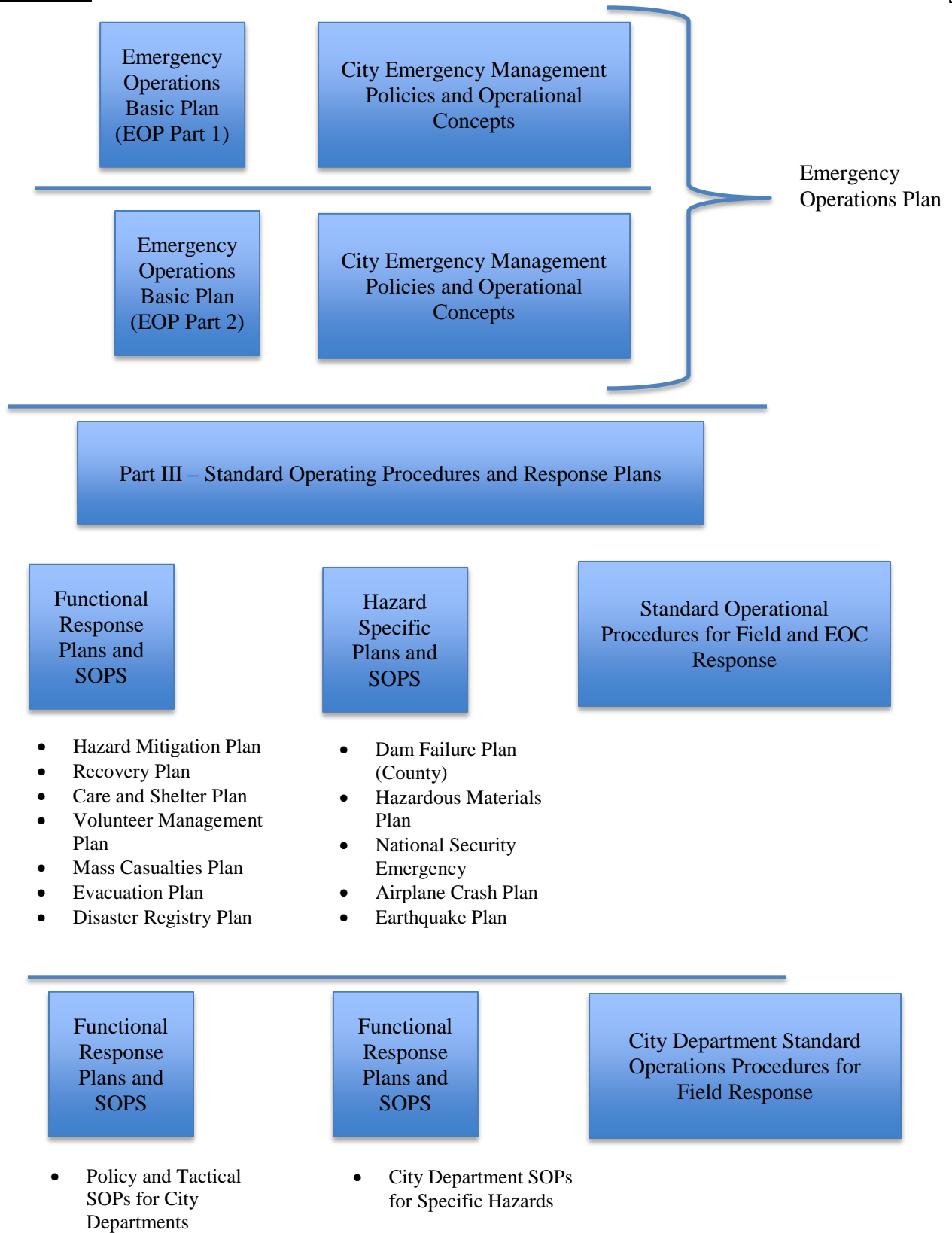
This EOP is designed to establish the framework for implementation of the California Standardized Emergency Management System (SEMS) for the City of Coachella, which is located within the Riverside County Operational Area (OA) and Mutual Aid Region VI as defined by the Governor's Office of Emergency Services (State OES). By extension, the plan will also implement the National Incident Management System (NIMS) which is being integrated into SEMS at the Governor's directive (Executive Order S-2-05). The plan is intended to facilitate multi-agency and multi-jurisdictional coordination, particularly between the City of Coachella and Riverside County, special districts, and state agencies, in emergency operations. This document is operational in design.

Departments within the City of Coachella that have roles and responsibilities identified by the plan need to develop and maintain their own department specific Standard Operating Procedures (SOPs), and emergency response checklists based on and consistent with the provisions of this plan.

Figure 1-1 presents the overall comprehensive emergency management planning system. It summarizes the relationship of this EOP with the various other emergency planning documents in use in the City of Coachella. This EOP defines the overall structure of emergency operations in Coachella and presents the big picture context within which the other emergency operations planning documents reside or are associated with. The associated functional response plans (both at the City and County/Operational Area level) provide detailed plans for selected functions that may be performed for any type of disaster while the hazard-specific response plans provided detailed plans associated with specific hazards.

Together, the documents identified in Figure 1-1 fully define the Emergency Management Program functions for the City. The focus of this EOP and the documents identified in Figure 1-1 is for those departments that are directly involved in the City of Coachella emergency response activities.

FIGURE 1-1



1.2 Purpose and Scope

This Emergency Operations Plan (EOP) applies to the City of Coachella. The EOP addresses the planned response to extraordinary situations associated with natural disasters and/or human caused incidents. The plan focuses on coordinating mutual aid and provides an overview of the operational concepts relating to various emergency situations, identifies components of the emergency response, and describes the overall responsibilities of the OA for supporting OA Members in protecting life and property.

The OA (Operational Area) EOP provides a consistent framework for emergency management and includes Entity management staff and employees, federal, state and city governments, tribal governments, partner agencies, special districts, and school districts that serve Entity residents, and private and volunteer organizations involved in emergencies. This plan provides the structure for activation of the OA Emergency Operations Center (OA EOC) during incidents that require the activation and use of the OA EOC by OA Members.

1.3 City of Coachella /OA EOP Implementation

Activation of the City of Coachella EOP occurs because of one of the following conditions:

• EOC Activation Requirements per SEMS Regulations					
Situations Identified in SEMS Regulations	Field Response	Local Government	Operational Area	Region EOC	State EOC
Incident involving two or more involving emergency response agencies §2405(x), 2405(b)	Field Must Use ICS				
Local emergency declared or proclaimed §2407(a)(2)		Activate EOC			
Local government EOC activated §2407(a)(1)		Activate EOC			
OA requests Local Government to Open EOC in support of an Operational Area Event		Activate EOC	Activate EOC	Activate EOC	Activate EOC
Local government activates EOC and requests Operational Area EOC activation §2407(a)(1)		Activate EOC	Activate EOC	Activate EOC	Activate EOC
Two or more cities within an operational area declare or proclaim a local emergency		Activate EOC	Activate EOC	Activate EOC	Activate EOC
County and one or more cities declare or proclaim a local emergency §2409(0)(3)		Activate EOC	Activate EOC	Activate EOC	Activate EOC
City, city and county, or county requests Governor's state of emergency proclamation			Activate EOC	Activate EOC	Activate EOC

Governor proclaims a state of emergency for county or two or more cities §2409(0)(5)			Activate EOC	Activate EOC	Activate EOC
Operational area requests resources from outside its boundaries §2409(0)(6)			Activate EOC	Activate EOC	Activate EOC
Operational area receives resource requests from outside its boundaries §2409(0)(7)			Activate EOC	Activate EOC	Activate EOC
An operational area EOC is activated §2411(a)			Activate EOC	Activate EOC	Activate EOC
A regional EOC is activated §2413(a)(1)			Activate EOC	Activate EOC	Activate EOC
Governor proclaims a state of emergency §2413(a)(2)			Activate EOC	Activate EOC	Activate EOC
Governor proclaims an earthquake or volcanic prediction §2413(a)(3)			Activate EOC	Activate EOC	Activate EOC

NOTE: Whenever an EOC is activated, SEMS guidance requires that SEMS must be used.

Activation of the County of Riverside OA EOP occurs due to one of the following conditions:

- Upon the declaration of a Local Emergency by the Board of Supervisors of Riverside County, or by persons herein authorized to act in its stead; (Ordinance No. 533, as amended through 533.6, Section 5);
- Upon the existence of a State of War Emergency;
- Upon the Proclamation by the Governor of the State of California, or of persons authorized to act in his/her stead, of a State of Emergency affecting and including Riverside County; or
- Upon the Proclamation of a Local Emergency by the Board of Supervisors of Riverside County, or by persons herein authorized to act in its stead.
- Upon the Proclamation of a Public Health Emergency by the Board of Supervisors of Riverside County, or by persons herein authorized to act in its stead.
- Two or more local government jurisdictions within the Operational Area have activated their emergency operations center or upon a request from a local government jurisdiction.
- The Operational Area is requesting resources from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement;
- The Operational Area has received resource requests from outside its boundaries, except those resources used in normal day-to-day operations which are obtained through existing agreements for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis as provided for under the Master Mutual Aid Agreement.
- It is deemed necessary by the Director of Emergency Services in order to support emergency or extreme peril conditions beyond normal day to day operations.

1.4 Authorities and References

The following documents provide emergency authorities for conducting and/or supporting emergency operations:

Federal

- Disaster Mitigation Act of 2000 (Public Law 106-390)
- Predisaster Hazard Mitigation Act of 2010 (H.R. 1746 111th) amended the Robert T. Stafford Relief and Emergency Assistance Act to reauthorize the pre-disaster mitigation program of the Federal Emergency Management System (Disaster Mitigation Act of 2000). This bill was enacted after being signed by the President on January 4, 2011.
- Homeland Security Presidential Directive (HSPD) 5, Management of Domestic Incidents issued February 28, 2003;
- Presidential Policy Directive (PPD) 8, National Preparedness issued March 30, 2011;
- U.S. Department of Homeland Security, National Incident Management System (NIMS)
- U.S. Department of Homeland Security, National Protection Framework
- U.S. Department of Homeland Security, National Prevention Framework
- U.S. Department of Homeland Security, National Response Framework (NRF)
- U.S. Department of Homeland Security, National Mitigation Framework
- U.S. Department of Homeland Security, National Recovery Framework
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121, *et seq.*);
- National Fire Protection Association, Safer Act Grant; National Fire Protection Association Standard No. 1710, 2010
- Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.* (ADA)
- Post-Katrina Emergency Management Reform Act of 2006 (6 U.S.C. §§ 701, *et seq.*)
- The Pets Evacuation and Transportation Standards Act of 2006
- Flood Control and Coastal Emergency Act (33 U.S.C. § 701n);
- NRT-1, Hazardous Materials Emergency Planning Guide and NRT-1A Plan Review Guide (Environmental Protection Agency's National Response Team)
- National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321, *et seq.*)

State

- California Constitution;
- California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code);
- Standardized Emergency Management System (SEMS) Regulations (19 Cal. Code of Regulations §§ 2400, *et seq.* and Government Code § 8607);
- California State Emergency Plan
- California Natural Disaster Assistance Act (Government Code §§ 8680, *et seq.*);
- California State Private Nonprofit (PNP) Organizations Assistance Program, 2011
- California Hazardous Materials Incident Contingency Plan

- California Oil Spill Contingency Plan (Government Code §§ 8670.1, et seq.)
- California Health and Safety Code §§ 25115 and 25117; §§ 2550, *et seq.*; and §§ 25600 through 25610, dealing with hazardous materials
- Orders and Regulations selectively promulgated by the Governor during a State of Emergency
- Orders and Regulations promulgated by the Governor to take effect during a State of War
- California Master Mutual Aid Agreement
- Emergency Management Assistance Compact (Government Code §§ 179, *et seq.*)

County

- County of Riverside, California, Code of Ordinances; Title 2 – Administration: Chapter 2.100 – Emergency Services
- County of Riverside Emergency Services Ordinance 533.5; item 3.52 of 08/23/2005 (effective 9/22/2005)
- Resolution, adopting the California Master Mutual Aid Agreement, July 1958
- Resolution SLR-28, adopting Workmen's Compensation Benefits for Disaster Service Workers, June 8, 1988
- Resolution SLR-55, adopting the Emergency Operations Plan, November 15, 1988
- Resolution 95-205, adopting the Standardized Emergency Management System (SEMS), August 15, 1995
- Resolution 95-206, adopting the Operational Area Agreement, August 15, 1995
- Resolution 2006-051 adopting the National Incidental Management System (NIMS) within the County of Riverside on February 28, 2006.
- County of Riverside Multi-Jurisdictional Local Hazard Mitigation Plan, 2017, resolution expected 2018.
- Resolution 2006-052 adopting the revised County of Riverside County Emergency Operations Plan on February 28, 2006

1.5 Relationship to Other Plans and References

The City of Coachella EOP is the primary document used by the City. The City of Coachella EOP is not a stand-alone document. Its purpose is to support the emergency plans and procedures of OA Members. This plan is designed to be flexible enough that that it can adapt to a changing response environment and to the needs of supporting and requesting organizations. Some of the plans and guidelines that this EOP will frequently support include:

- Federal Disaster Relief Act of 1974 (PL 93-288) Section 406 Minimum Standards for Public and Private Structures;
- California State Emergency Plan;
- California Coroner's Mutual Aid Plan;
- Disaster Assistance Procedure Manual (Cal OES);
- California Law Enforcement Mutual Aid Plan;
- California Fire and Rescue Operations Plan;
- Disaster Service Workers regulations, adopted by the California Emergency Council, amended January 9, 1979;
- Riverside County EOP
- Riverside County Hazard Mitigation Plan and
- Local City Emergency Operations Plans and Procedures.

1.6 Standard Operating Procedures/Guidelines (SOPs/SOGs)

Departments with responsibilities in this plan have prepared organizational and/or position-specific Standard Operating Procedures (SOPs), Standard Operating Guidelines (SOGs), or plans detailing personnel assignments, policies, notification rosters, resource lists, and specific steps for accomplishing the functions assigned in this EOP. Staff emergency response personnel should be acquainted with these SOPs/SOGs and receive periodic training on the policies and procedures contained within the SOPs/SOGs in support of this EOP.

Entity reference if documents are included in this plan's appendices.

Section 2.0 Situation and Assumptions

2.1 General Description

Known as the "City of Eternal Sunshine", Coachella is largely a rural, agricultural, family-oriented community in the desert and one of the state's fastest growing cities in the late 20th century. When it first incorporated back in 1946, it had 1,000 residents.

The city was originally founded as Woodspur in 1876, when the Southern Pacific Railroad built a rail siding on the site. In the 1880s the indigenous Cahuilla tribe sold their land plots to the railroads for new lands east of the current town site, and in the 1890s, a few hundred triquetrous took up settlement along the tracks.

The origin of the name Coachella is unclear, but in 1901 the citizens of Woodspur voted on a new name for their community; at their town hall meeting, the homeowners settled on "Coachella". Some locals believe it was a misspelling of Conchilla, a Spanish word for the small white snail shells found in the valley's sandy soil, vestiges of a lake which dried up over 3,000 years ago.

Coachella began as a 2.5-square-mile (6.5 km²) territory gridded out on the mesquite-covered desert floor. Not until the 1950s did Coachella begin to expand into its present range, about 32 square miles (83 km²), an area which contained large year-round agricultural corporate farms and fruit groves, particularly of citrus (lemons, oranges, grapefruit) and date palms.

Coachella became a city in 1946. During the incorporation voting process, the first city council was tentatively elected: Lester C. Cox, T. E. Reyes, John W. Westerfield, Lester True, and Paul S. Atkinson. Also elected on November 26, 1946, were City Clerk Marie L. Johnson and City Treasurer John C. Skene. John Westerfield was appointed mayor at the first meeting.

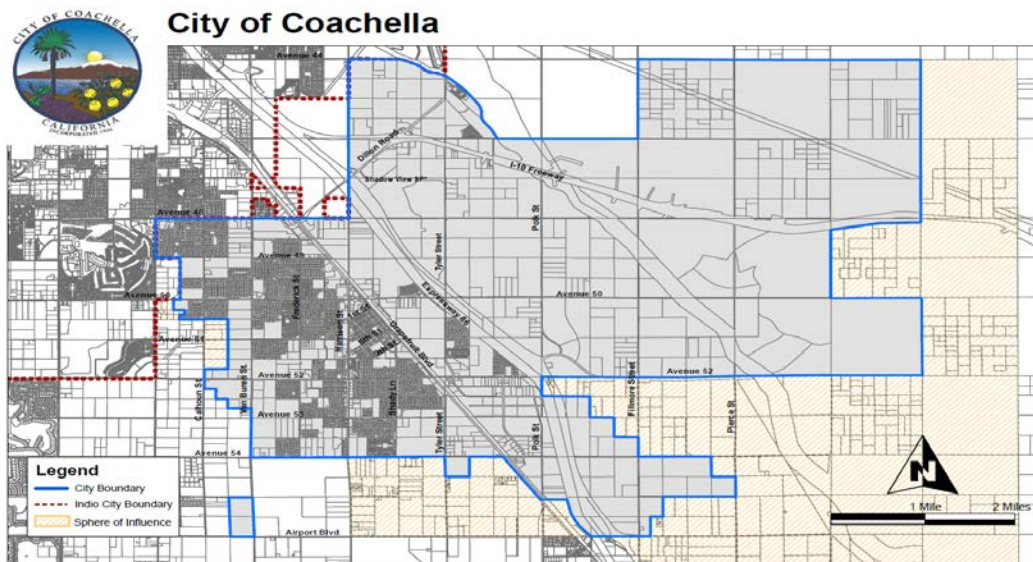
2.2 Geography

Coachella is a city in Riverside County, California; it is the easternmost city in the region collectively known as the Coachella Valley. It is located 28 miles east of Palm Springs, 72 miles east of Riverside, and 130 miles east of Los Angeles.

The eastern half of the Coachella Valley is below sea level, and the area's average elevation is 68 feet (35 m) below sea level. The Salton Sea, a saltwater lake located about 10 miles (16 km) South of Coachella, lies 227 feet (69 m) below sea level.

The city also lends its name to the Coachella grapefruit; the town's stretch of State Route 111 is named Grapefruit Boulevard in its honor. Coachella is an area which contains large year-round agricultural corporate farms and fruit groves, particularly of citrus (lemons, oranges, grapefruit) and date palms. Additionally, Cesar Chavez Street or State Route 86 is declared historic U.S. Route 99, the major thoroughfare that connects with Interstate 10 a few miles north of town.

Figure - Entity Boundaries Map



2.3 Hazard Analysis

The hazards in the City of Coachella include the same as much of Riverside County, including earthquake, flooding and fires. Additionally, the City of Coachella has more transportation related hazards and incidents because of the highways and train depot in the middle of the city.

2.4 Hazard Situation and Summaries

The City of Coachella and Riverside County have similar hazards that affect their jurisdiction; however, the rankings of their hazards are slightly different. Below is a table that illustrates the difference between each of their hazards

for the 2017 LHMP.

Riverside County 2017 Hazards	Ranking	City of Coachella 2017 Hazards	Ranking
Earthquake	1	Earthquake	1
Pandemic Flu	2	Extreme Weather	2
Wildland Fire	3	HazMat Incidents	3
Electrical Failure	4	Power Outage	4
Emergent Disease/Contamination	5	Severe Wind Event	5
Cyber Attack	6	Terrorism(Other Man-Made)	6
Terrorist Event	7	Wildland Fire	7
Communications Failure	8	Transportation	8
Flood	9	Pipeline Disruption	9
Civil Disorder	10	Drought	10
Drought	11	Flood	11
Nuclear/Radiological Incident	12	Insect Infestation	12
Extreme Weather	13	Emergent Disease/Contamination	13
Transportation Failure	14	Terrorism (Agricultural)	14
Dam Failure	15	Aqueduct	15
Aqueduct	16	Civil Unrest	16
Tornado	17	Jail/Prison Event	17
Insect Infestation	18	Nuclear Accident	18
Jail/Prison Event	19	Pandemic Flu	19
Pipeline Disruption	20	Landslides	20
Landslide	21		
HazMat Incident	22		
Water Supply Disruption/Contamination	23		

2.4.1 Earthquake

Coachella shares many of the hazards associated with earthquakes faults in Southern California. There are three major faults and several minor faults that could impact the City of Coachella. The major faults include the San Andreas near San Gorgonio Pass, the Coachella Fault, and the Elsinore Fault. Each of these has the potential of generating a significant earthquake which would impact the City of Coachella.

2.4.2 Pandemic Flu

Pandemic influenza is a widespread outbreak of disease that would affect a large number of people worldwide caused by a new influenza A virus. A pandemic flu outbreak can cause catastrophic consequences to Riverside County. The County Health Officer has the authority to proclaim a public health emergency and would lead the efforts throughout the OA in the event of a pandemic.

The 20th century saw three global pandemic influenza outbreaks, the most notable of which was the 1918 Spanish influenza pandemic that was responsible for 20-40 million deaths throughout the world. The most recent pandemic, the Coronavirus disease (COVID-19) caused by the 2019 SARS-CoV-2 virus, first detected in Wuhan City, Hubei Province, China in December 2019, this disease has killed more than 69,000 Californians, sent thousands more to hospitals, and resulted in the declaration of a public health emergency.

The County of Riverside EMD will work in conjunction with the Riverside University Health System-Public Health, to establish Point of Dispensing sites as part of the Strategic National Stockpile (SNS) plan and preparedness. These sites would be established at large gathering facilities such as a community center or public-school gym. These sites would allow for the dispensing of medications, testing or treatment of symptomatic persons.

2.4.3 Wildland Fires

A wildfire is an uncontrolled fire spreading through vegetative fuels and exposing or possibly consuming structures. They often begin unnoticed and spread quickly. Although not located in a wilderness area, the threat of a wildland fire in or near is high do to the wildland - urban areas in and around the City. A wildland - urban are interface fire is a wildfire in a geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels. Significant development in area of Coachella and it surrounding areas are considered wildland -urban area interfaces and many of these areas have experienced prolonged droughts or are excessively dry and at risk of wildfires. In addition, the Santa Ana winds pose an additional threat to the community for spreading wildland fires. Wildland fire hazards exist in varying degrees over approximately 90% of Riverside County and the City of Coachella (open space, parklands and agricultural areas). The fire season extends approximately 5 to 6 months, from late spring through fall. Hazards arise from a combination of reasons: the undeveloped and rugged terrain, highly flammable brush-covered land, and long dry summers. There are heavy fuel loads, especially in watershed areas unaffected by fire for many years. Structures with wood shake roofs ignite easily and produce embers that can contribute to fire spread. The aftermath of wildland fire produces a new area of potential landslide as burned and defoliated areas are exposed to winter rains.

2.4.4 Electrical Failure and Utility Outages

A utility failure of extended duration may become a major emergency when it involves a power outage, a disruption in natural gas delivery, or a loss of water supply. Even a short duration loss of telephone service may also rise to the level of a major emergency if it involves the public's ability to access the 9-1-1 system. Persons with access and functional needs are at highest risk from utility disruptions at home as well as at government, business, and private services.

Utility disruptions can be generally grouped into two categories: intentional and unintentional. Intentional disruptions include planned service for maintenance or upgrading. Unintentional disruptions can be caused by an accident; malfunctioning equipment, or equipment overload caused by natural, human-caused, or technological hazards.

2.4.5 Emergent Disease/Contamination

According to the Center for Disease Control, the term "emerging infectious diseases" refers to diseases of infectious origin whose incidence in humans has either increased within the past two decades or threatens to increase soon. Emergent diseases are new, new to the area, reappearing in the area after being dormant, or a strain has become resistant to antibiotics. These illnesses are caused by bacteria, viruses or fungi. Infectious diseases can be spread throughout the County population in several different ways:

- Vector (Bug bites);
- Person to person and
- Contaminated food, water, or soil.

2.4.6 Cyber Attack

Cyber-terrorism is the use of computer network tools to shut down critical infrastructures such as energy, transportation, and government operations, or to coerce or intimidate a government or civilian population. As nations and critical infrastructure became more dependent on computer networks for their operation, new vulnerabilities are created. These vulnerabilities can be exploited to penetrate a computer network and disrupt or even shut down critical public or business operations. The goal of cyber terrorism is aimed at hurting the economy or causing confusion and panic.

2.4.7 Terrorist Event

The County of Riverside, in conjunction with the public safety and health agencies in the County has developed a "Terrorism Annex" as part of the County's EOP plan. The public safety agencies for the City of Coachella (Riverside County Sheriff and Riverside County Fire) participated in the development of this document. The County "Terrorism Annex" is located with the Riverside County Office of Emergency Services and the Riverside County Sheriff's Department.

County of Riverside is home to business and government agencies, transportation infrastructure, tourist attractions, natural parks/historic sites, and cultural facilities which are vulnerable to terrorist attack. Terrorism is a continuing threat throughout the world and a variety of political, social, religious, cultural, and economic factors underlie terrorist activities. Terrorists typically target civilians to advance their agenda and the media interest generated by terrorist attacks makes this a high visibility threat.

Domestic security threats may cause mass casualties, extensive property damage, fires, flooding, and other ensuing hazards. Domestic security threats take many forms, including:

- Active Shooter Event;
- Chemical;
- Cyber-terrorism;
- Biological;
- Radiological;
- Nuclear;
- Explosive and
- Vehicle Ramming.

The California State Terrorism Response Plan outlines the authorities and procedures for dealing with a terrorist incident in California. The Federal Bureau of Investigation is designated as the lead federal agency for all terrorist activities within the United States. The FBI coordinates this activity with local law enforcement within the Riverside County OA through

the Joint Regional Intelligence Center. The Riverside County Terrorism Response Plan aligns with and supports the State Terrorism Plan. The Riverside County Sheriff's Department supports the prevention and detection of terrorist activities through the Criminal Intelligence Unit.

2.4.8 Communication Failure

The County Network (CoRNet) provides Voice and Data communication for most County departments and facilities. CoRNet is a distributed design consisting of regional hub locations which sites in that region connect. Each of these Hub locations is then connected to its adjacent Hub locations via high bandwidth circuits.

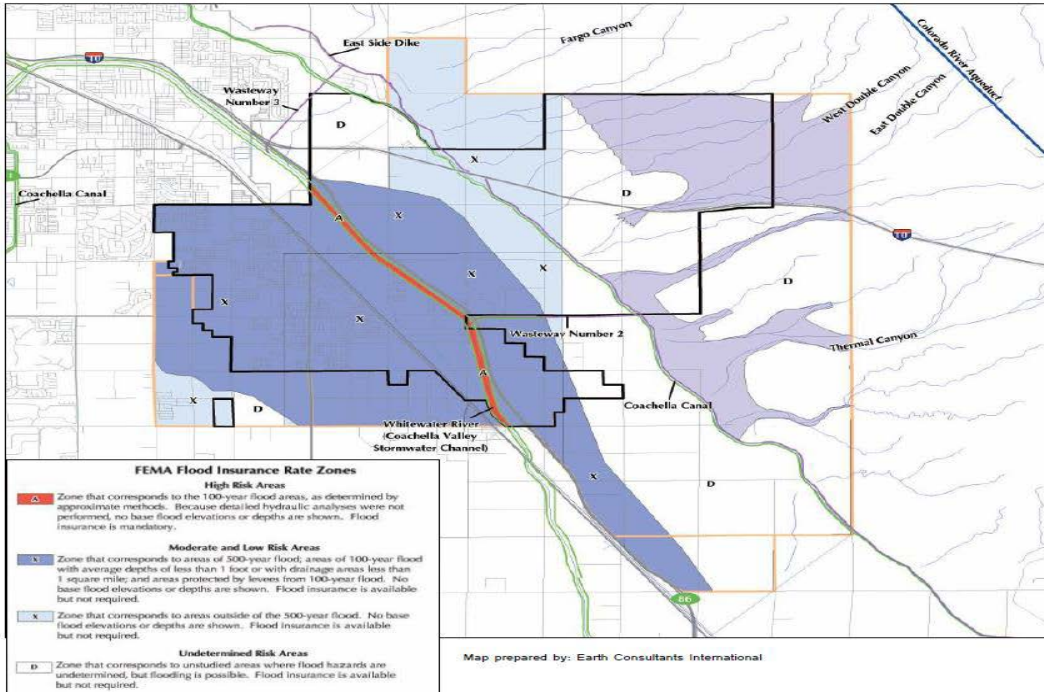
CoRNet provides both Voice and Data over the same network infrastructure. The same network connection that provided a data connection for the customers hardwired PC's now provides the connectivity for all phone communications and wireless devices. A loss of Network connectivity now impacts both Voice and Data and wireless (Wi-Fi) communications. There are multiple hazards that could result in a "Network" failure such as earthquake, power outage and other natural disasters.

2.4.9 Flooding

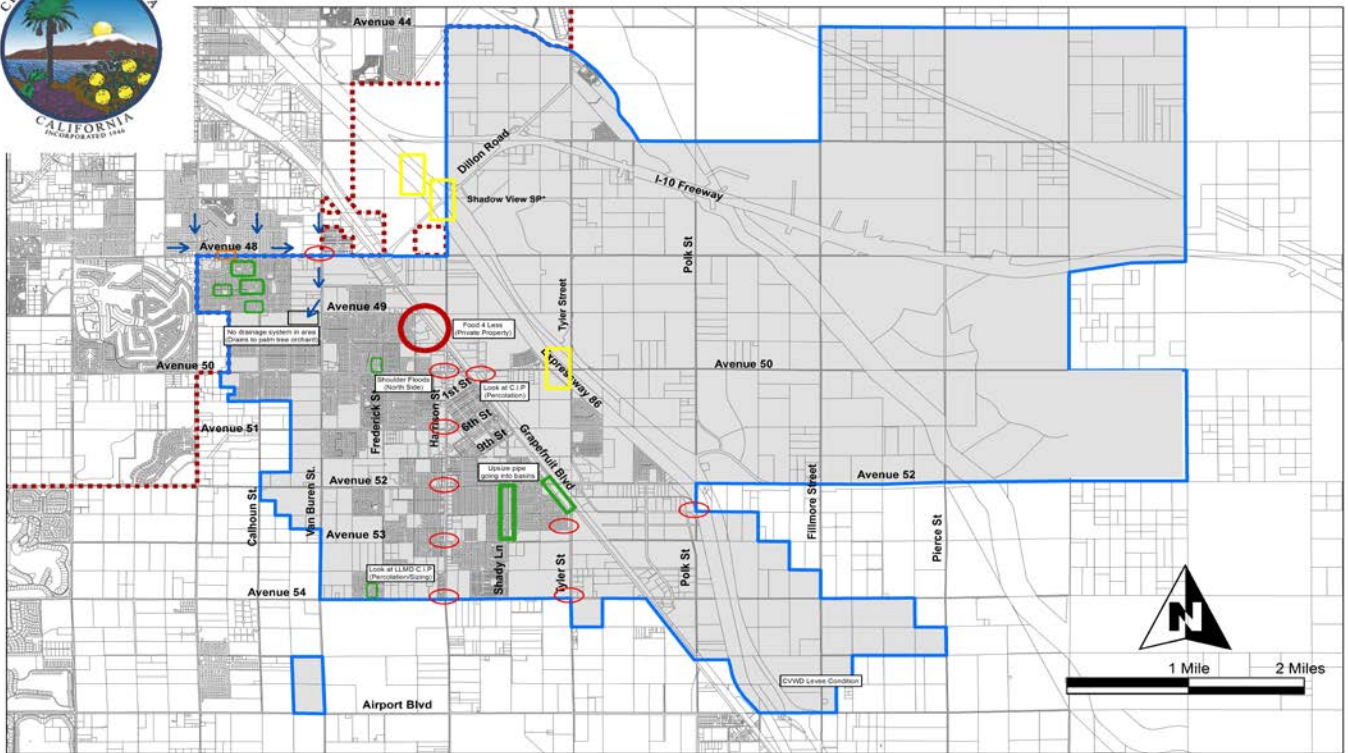
A flood is defined as an overflowing of water onto an area of land that is normally dry. Floods generally occur from natural causes, usually weather-related, such as a sudden snowmelt, often in conjunction with a wet or rainy spring or with sudden and very heavy rainfalls. Floods can, however, result from human causes as a dam impoundment bursting. Dam break floods are usually associated with intense rainfall or prolonged flood conditions. In the Riverside County area, an earthquake can cause dam failure. The greatest threat to people and property is normally in areas immediately below the dam since flood discharges decrease as the flood wave moves downstream.

Floods are generally classed as either slow-rise or flash floods. Slow-rise floods may be preceded by a warning time lasting from hours to days, or possibly weeks. Evacuation and sandbagging for a slow rise flood may lessen flood-related damage. Conversely, flash floods are the most difficult for which to prepare due to the extremely short warning time, if there is any at all. Flash flood warnings usually require immediate evacuation. On some occasions in the desert areas, adequate warning may be impossible.

For floodplain management purposes, the following discussion describes the Federal Emergency Management Agency (FEMA) definition of "100-year flood." The term "100-year flood" is misleading. It is not a flood that will occur once every 100 years. Rather, the flood elevation has a 1 percent chance of being equaled or exceeded each year. Thus, a 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, which is the standard used by most federal and state agencies, is used by the National Flood Insurance Program (NFIP) as the standard for floodplain management and to determine the need for flood insurance. A structure located within a special flood hazard area shown on a map has a 26 percent chance of suffering flood damage during the term of a 30-year mortgage.



City of Coachella Flood Prone Areas



2.4.10 Civil Disorder

Civil disorder disrupts community affairs and threaten the public safety. Civil disorder includes riots, mob violence, and any unlawful demonstration resulting in police intervention and arrests. Civil Disorder is generally associated with controversial political, judicial, economic issues, and large community events.

The outcomes from civil disorder in City of Coachella may include traffic congestion, fire, destruction of property, disruption of utilities power, injury to persons, and even loss of life.

2.5 Planning Assumptions

This plan has been developed based on several general assumptions as follows:

- The City of Coachella is an OA Member within Riverside County.
- All OA agencies have developed their emergency plans and/or operating procedures in accordance with this plan and have trained appropriate staff in their contents and use;
- All OA Members and political subdivisions of the County of Riverside will utilize SEMS and NIMS, as identified in this plan, during response and recovery operations;
- The County Director of Emergency Services/Operational Area Coordinator (DES/OAC) will coordinate the OA's response in conformance with all applicable ordinances and laws;
- The resources of the County of Riverside will be made available to the OA and to all OA Members to help mitigate the effects of disasters and emergencies in the area;
- Mutual Aid Agreements and Systems exist to support emergency response agencies of the OA. OA Members must exhaust their capabilities before requesting mutual aid assistance;
- The OA will commit the resources of OA Members to a reasonable degree before requesting mutual aid assistance from the regional or state levels and
- Emergency response is best coordinated at the lowest level of government involved in the emergency.

2.6 Defining Emergencies – Incidents, Disasters, and Catastrophes

These terms are often used interchangeably and in some cases are used to both define a situation and to describe the level of response to a situation.

2.6.1 Incidents

Incidents are generally routine events handled at the local level. An incident is a natural, technological, or human caused event which requires emergency response to protect life, property, or the environment. Incidents may become disasters or catastrophes without immediate emergency response.

2.6.2 Disaster

A disaster is an emergency event that requires additional resources and are longer in duration than an incident, bringing severe damage, destruction, and loss of life. Disasters may occur with little or no warning and may develop from an incident or they may develop from natural hazard, technological hazard or a human caused hazard.

Cascading disasters are occurrences that result from the initial disaster. These events are of concern and examples include flash flooding after a fire burns vegetation on a hillside or fires starting from ruptured natural gas line after an earthquake.

2.6.3 Catastrophe

A catastrophe is a disaster affecting a large geographical area bringing grave damage, large loss of life, and enormous environmental damage. Catastrophes require extensive outside aid and severely disrupt social order. Examples of catastrophes include Hurricane Katrina, September 11, and the Japanese Earthquake of 2011. Characteristics of incidents, disasters, and catastrophes are listed below.

Characteristics of Emergencies: Incidents, Disasters, and Catastrophes	
Incident	<ul style="list-style-type: none"> ● Single event. ● Short. ● Local resources are sufficient. ● Routine event. ● Ordinary threat to life, property and environment. ● Usually few agencies are involved. ● Local emergency will not be declared. ● Limited disruption or long-term effect.
Disaster	<ul style="list-style-type: none"> ● Emergency Proclamation ● Single or multiple events. ● Resources are exhausted and additional aid is required. ● High threat to life, property and environment. ● Disrupts social order and psyche of region. ● Widespread population and geographic area affected. ● Longer in duration and state will proclaim an emergency. ● Emergency operations center activated to provide centralized coordination, department and incident support functions and initial recover operations.
Catastrophe	<ul style="list-style-type: none"> ● Emergency Proclamation. ● Extreme events. ● May include multiple, simultaneous disasters. ● Most, if not all, community structures and services are destroyed or impacted. ● Most first responders not able to perform their normal duties. ● Affects the entire nation. ● Exhaustion of state and local resources. ● Extensive national and international aid required. ● Very long in duration ● Significant loss of life and property. ● Long term disruption to social order.

Section 3.0 Concept of Operations

This EOP addresses the entire spectrum of contingencies, ranging from relatively minor incidents to large-scale disasters. A buildup or warning period will precede some emergencies, providing sufficient time to warn the public and implement mitigation measures designed to reduce loss of life, property damage, and effects on the environment. Other emergencies occur with little or no advance warning, thus requiring immediate activation of the EOP, and efficient and coordinated mobilization and deployment of resources. All departments of the City must be prepared to promptly and effectively respond to any foreseeable emergency, taking all appropriate actions, including requesting and providing mutual aid.

3.1 Phases of Emergency Management

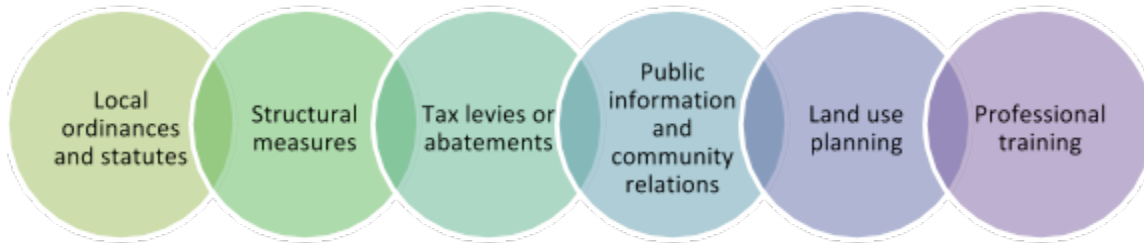
Emergency management activities during peacetime and national security emergencies are often associated with the four federal emergency management phases indicated in the diagram, however, not every disaster necessarily includes all indicated phases. All departments of the City of Coachella have responsibilities in all the emergency phases.



The following sub-sections provide a definition and overview of each of these phases. Detailed operational procedures employed by the City of Coachella during each of these phases are discussed in the following Sections of this EOP.

3.1.1 Mitigation Phase

Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. It is required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Mitigation efforts occur before and following disaster events as part of the recovery process. Hazard mitigation includes:



3.1.2 Preparedness Phase

The Preparedness Phase involves activities that are undertaken in advance of an emergency or disaster. These activities develop operational capabilities and effective responses to a disaster. These actions might include mitigation activities, emergency/disaster planning, training and exercises, and public education.

During the Preparedness Phase, the City will place emphasis on the following activities:

Training of full-time and auxiliary emergency management personnel.

Conducting exercises to ensure that all EOC and field personnel are prepared to respond effectively in the event of an incident requiring the activation of the EOC.

Emergency planning to ensure that operating plans and their associated support documentation are current and accurate. City Emergency Services, in cooperation with other City departments and outside agencies, is responsible for ensuring that these planning documents are kept up to date.

Public awareness and education to inform the public about the City's preparation and mitigation activities. The development and presentation of community disaster awareness programs is a vital part of the Preparedness Phase. Community members can obtain disaster preparedness information at the Corporate Yard or by linking to the Federal Emergency Management Agency website at <http://www.fema.gov>. or the Riverside County Chapter of the American Red Cross at: <http://www.riversidecounty.redcross.org/>. Disaster preparedness topics available at these websites include:

Earthquakes	Floods and Flash Floods
Hurricanes	Tornadoes
Wildland Fires	Winter Storms
Winter Preparedness Safety Tips	Hazardous Materials
House and Building Fires	Radiological Accidents
Nuclear Power Plant Emergency	Terrorism
Thunderstorms and Lightning	Winter Driving
Extreme Heat	Landslides and Mudflows

Resource management to ensure the availability of sufficient resources to cope with emergencies. The City's ESC is responsible for the coordination and maintenance of emergency communications systems, warning systems, and emergency equipment, and for ensuring that the Emergency Operations Center (EOC) is maintained in an operable condition.

Identification of City Vital Records such as:

1. Building permits
2. Business licenses
3. City employee records
4. Payroll and other financial records
5. Historical records
6. Minutes of City Council meeting, resolutions, and ordinances

Identification of Critical Facilities such as:

1. Hospitals
2. Nursing Homes/Domiciliary Care Facilities
3. Special Care/Mental Health Facilities
4. Adult Day Care
5. Elderly Day Care
6. Elderly/Handicapped Facilities
7. Hotels/Motels
8. Shopping Malls
9. Community Health Clinics and DHHS Offices
10. Private Educational Institutions and Group Day Care
11. Group Homes
12. Public Swimming Pools

Updating the identification of hazards in the City. These hazards include natural, man-made, and technological.



Increased Readiness

Upon receipt of a warning or the observation that an emergency situation is imminent or likely to occur, the City of Coachella will initiate actions to prepare for the incident. This may involve establishing a Management Watch, alerting appropriate departments and agencies, and in some instances alerting the public.

Events that may trigger Preparedness Phase activities include:

- Issuance of a credible long-term earthquake prediction by State OES;
- Receipt of a flood advisory or other special weather statement;
- Receipt of a potential dam failure advisory;
- Initiation of rolling blackout or other power failures;
- An unusual pattern of disease reporting;
- Notification of actual or threatened cyber events;
- Conditions conducive to wildland fires, such as the combination of high heat, strong winds, and low humidity;
- A potential major hazardous materials incident;
- A rapidly deteriorating international situation that could lead to an attack upon the United States; and
- Information or circumstances indicating the potential for acts of terrorism, violence, or civil disturbance.
- A request by the Operational Area EOC for the City to activate their EOC at an appropriate level in support of activities or events in the County that may require some level of support from the City.

If a threatening situation develops, the City Manager (EOC Director) will be notified immediately. As necessary, the Emergency Operations Center (EOC) will be activated to the level determined by the City Manager (based on a recommendation from the City's Emergency Management Team) or as suggested in the EOC Activation Guide. The various elements of the Emergency Operations Center will be activated at the direction of the EOC Director, and SEMS/NIMS will be used.

Modes of Emergency Management

Emergency operations are managed in one of three modes, depending on the magnitude of the incident/event.

1. Decentralized Coordination and Direction

This mode of operation is similar to day-to-day operations and is used for emergency activities in which normal management procedures and local resources are adequate. The Emergency Operations Center (EOC) is not activated and inter-unit coordination is accomplished via established telephone and radio communications. The Incident Command System (ICS) will be used for on-scene activities. On-scene managers and responders usually report through established normal reporting systems.

2. Centralized Coordination—Decentralized Direction

This mode of operation is used for emergency responses that require several functional units within the Plan to be activated. In these situations, key EOC personnel will meet in to provide emergency coordination. The coordinating group meets at the EOC and establishes management organization in accordance with ICS and SEMS/NIMS. Incident commanders and on-site emergency services continue to report through established normal channels. Information is provided to the EOC through those normal channels (usually the dispatch facilities). Their activities can include, but are not necessarily limited to the following:

- a. Establishing a City-wide situation assessment function.
- b. Establishing a City-wide public information function.
- c. Determining resource requirements and coordinating resource requests.
- d. Establishing and coordinating the logistical systems necessary to support emergency services.

3. Centralized Coordination and Direction

This mode of operation is used when a major emergency or disaster renders the City unable to function effectively in either of the other modes. In this situation, the EOC is activated and all coordination and direction of activities are accomplished from the EOC. If the situation warrants, a "Local Emergency" may be proclaimed. Other Preparedness Phase activities may include the following:

- a. Briefing of the Mayor and other key officials and/or employees of the City of Coachella;
- b. Reviewing and updating of the City EOP, SOPs, and associated supporting documentation;
- c. Increasing public information efforts and warnings to threatened elements of the population;
- d. Accelerated training of permanent and volunteers
- e. Inspecting critical facilities and equipment;
- f. Recruiting additional staff and Disaster Service Workers;
- g. Conducting precautionary evacuations in the potentially impacted area(s);
- h. Mobilizing personnel and pre-positioning resources and equipment;
- i. Contacting state and federal agencies that may be involved in field activities;
- j. Testing warning and communications systems; and

- k. Identifying the need for mutual aid and requesting such through appropriate channels (Section 5: Mutual Aid System).

3.1.2 Response Phase

The City of Coachella's response to an emergency can be divided between the initial response and an extended response. The terms "initial" and "extended" imply that these aspects of response are chronological in nature. This is true in some instances; however, depending on the nature of the incident, extended response activities can begin before initial response activities are completed, or the activities can happen simultaneously. The system is intended to be flexible so that emergency personnel can engage in the appropriate actions as dictated by an incident's characteristics.

Pre-Emergency Response – When a disaster is inevitable, actions are precautionary and emphasize protection of life.

Initial Response

The City of Coachella's initial response activities are primarily structured to minimize the effects of the emergency or disaster. This includes protection of property and human life.

Examples of initial response activities include:

- Disseminating alerts and warnings to the community, providing emergency public information, and instructions to the citizens of Coachella;
- Coordinating evacuations and/or rescue operations;
- Coordinating the care of displaced persons and treating the injured;
- Clearing priority transportation routes;
- Repairing critical facilities and structures;
- Conducting initial damage assessments and surveys;
- Assessing the need for mutual aid assistance;
- Coordinating the restriction of traffic/people movement and unnecessary access to affected areas;
- Developing and implementing EOC Action Plans;
- Declaring a local emergency; and
- Making notifications to City Departments, City personnel, the Operational Area

Emergency Response – During this phase and as the Operational Area Coordinator for Emergency Management, emphasis is placed on the support of saving lives and property, controlling the situation, and minimizing the effects of the disaster. Immediate response is accomplished by local agencies through timely and effective deployment and the activation of designated department operations centers and emergency operations centers.

Extended Response

The City of Coachella's extended response activities involve the coordination and management of personnel and resources to mitigate an emergency and facilitate the transition to recovery operations.

Examples of extended response activities include:

- Preparing detailed damage assessments;
- Coordinating the operation of mass care facilities;
- Coordinating coroner operations;
- Procuring required resources to sustain operations;
- Documenting situation status;
- Protecting, controlling, and allocating vital resources;
- Coordinating restoration of vital utility services;

- Tracking resource allocation;
- Conducting advanced planning activities;
- Documenting expenditures;
- Developing and implementing EOC Action Plans for extended operations;
- Disseminating emergency public information; and
- Coordinating with state and federal agencies.

3.1.3 Recovery Phase

Recovery activities begin when the disaster or event begins and involves the restoration of services to the public and returning the affected area(s) to pre-emergency conditions. Recovery activities may be both short-term and long-term, ranging from restoration of essential utilities, such as water and power, to mitigation measures designed to prevent future occurrences of a given threat. Recovery activities may reflect the continuation of the response phase activities (e.g., restoration of utilities), or they may include new activities wholly enacted as a part of the recovery process after the disaster has abated (e.g., removal of debris after a flood).



Recovery also involves the process of recovering the costs associated with the City's response to the disaster and the repair of damaged City infrastructure as well as assisting the members of the community in obtaining FEMA Disaster Assistance Program funds, if available.

Examples of recovery activities include:

- Coordinating restoration of utilities;
- Debris management;
- Damage assessment of public and private properties;
- Providing long-term recovery housing to displaced victims;
- Applying for State and Federal assistance programs;
- Conducting hazard mitigation analyses;
- Identifying residual hazards;
- Determining and recovering costs associated with response and recovery; and
- Establishing emergency index codes for cost tracking purposes.

3.2 Presidential Policy Directive 8- the National Preparedness Goal

The Presidential Policy Directive 8 (September 2011) directed creation of the National Preparedness Goal (NPG) by stating:

“I hereby direct the development of a national preparedness goal that identifies the core capabilities necessary for preparedness and a national preparedness system to guide activities that will enable the Nation to achieve the goal. The system will allow the Nation to track the progress of our ability to build and improve the capabilities

necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation.”

The National Preparedness Goal which was published in 2011 and again in 2015 is:

“A secure and resilient nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.”

The National Preparedness Goal is meant to strengthen the security and resilience of the United States preparing for threats with the greatest risk to the Nation such as terrorism, cyber-attacks, pandemics, and catastrophic natural disasters. National preparedness is a shared responsibility between governments, the private and nonprofit sectors, and individual citizens. Key elements of the National Preparedness Goal include:

- [National Planning Frameworks](#) organized to achieve the NPG.
 - [National Prevention Framework](#): Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
 - [National Protection Framework](#): Protect our citizens, residents, visitors and assets against the greatest threats and hazards in a manner that allows our interests, aspirations and way of life to thrive.
 - [National Mitigation Framework](#): Reduce the loss of life and property by lessening the impact of future disasters.
 - [National Response Framework](#): Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
 - [National Recovery Framework](#): Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.
- 32 Core Capabilities
- Strategic National Risk Assessment Scenarios
- Concept of the “whole community”

3.3 National Incident Management System (NIMS)

Homeland Security Presidential Directive-5 (HSPD-5) established the National Incident Management System (NIMS), integrating best practices into a consistent, flexible and adjustable nationwide approach for emergency management. Using NIMS, Federal, State, local and tribal governments, and private sector and non-governmental organizations work together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity. Federal and State government agencies are required to use NIMS, while local government agencies and special districts must use NIMS to be eligible for federal funding for emergency and disaster preparedness activities.

3.4 Standardized Emergency Management System (SEMS)

SEMS is required by the California Emergency Services Act (Government Code Section 8607(a)) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California’s emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the Incident Command System, California Disaster and Civil Defense Master Mutual Aid Agreement, the Operational Area

concept, and multiagency coordination. State agencies are required to use SEMS and local government entities must use SEMS to be eligible for any reimbursement of response-related costs under the state’s disaster assistance programs.

What sets SEMS apart from the Incident Command System (ICS) is that ICS applies to field operations and SEMS originated at the state level for coordinating multiagency resources and working together in a coordinated effort for sharing of critical resources and the prioritization of incidents. Unified command is what allows multiple agencies with responsibility for an incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, autonomy, responsibility, or accountability.

3.5 Incident Command System (ICS)

The Incident Command System (ICS) – which a part of both SEMS and NIMS - is a standardized, on-scene, all-hazards incident management approach that:

- Allows for the integration of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure
- Enables a coordinated response among various jurisdictions and functional agencies, both public and private
- Establishes common processes for planning and managing resources

ICS is used by all levels of government—Federal, State, tribal, and local—as well as by many nongovernmental organizations and the private sector. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. ICS is also applicable across disciplines. It is structured to facilitate activities in five major functional areas: Command, Operations, Planning/Intelligence, Logistics, and Finance/Administration. All the functional areas may or may not be used depending on the needs of the incident.

3.6 SEMS Organizational Levels

Fully activated, SEMS consists of five organizational levels: field response, local government, operational areas, Cal OES Mutual Aid Regions, and State government.

Organizational Concepts

This plan is in compliance with the Standardized Emergency Management System (SEMS) in accordance with the State of California Code 8607. This plan is also fully compliant with the National Incident Management System (NIMS), which was enacted by the US Department of Homeland Security on March 1, 2004.

Organizational Levels

SEMS is designed to be applicable to all organizational levels and functions. There are five designated levels in the SEMS organization. The levels are activated as necessary based on the characteristics of a given incident and resource availability.

3.6.1 Field Response Level

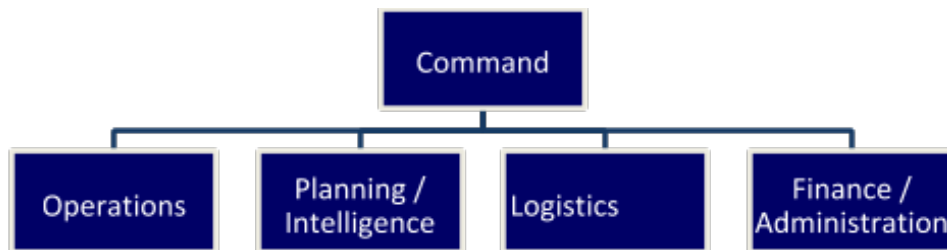
The field response level is where emergency response personnel and resources, under the command of an appropriate authority, carry out tactical decisions and activities in direct response to an incident or threat. Police and fire departments of the incorporated areas within the OA serve at the field response level. SEMS regulations require the use of ICS at the

field level of a multi-agency or multi-jurisdictional incident.

The field response level is the level at which emergency response personnel and resources, under the command of an appropriate authority, carry out tactical decisions and activities in direct response to an incident or threat. The Incident Command System (ICS) and Unified Command are used to control and coordinate all field-level response activities either involving only a local response (only City of Coachella resources) or when the response involves local and mutual aid resources. ICS provides a standard organizational structure to facilitate coordination of various response organizations for short-term or extended incidents. Departmental SOP's and operational plans describe the specifics of the implementation of ICS in the various City departments.

During a field response operation, the City EOC may or may not be activated, depending on the severity and type of incident. Generally, if day-to-day response activities can resolve an emergency situation, activation will remain at the field response level.

There are five major management functions in ICS:



Requests for any resources or support that cannot be filled at the field level are requested through a Department Operations Center (DOC) or the City EOC and/or the County/OA EOC.

3.6.2 Local Government Level

A local government is one of the five levels of SEMS. The basic role of a local government is to manage and coordinate the overall emergency response and recovery activities within its jurisdiction. A local government under SEMS is defined as a city, county, city and county, school district, or special district.

Local governments include cities, counties, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. Local governments are required to use SEMS when their EOC is activated or a local emergency is declared or proclaimed in order to be eligible for state funding of response-related personnel costs. Under SEMS, the local government emergency management organization and its relationship to the field response level may vary, depending upon factors related to geographical size, population, function, and complexity.

3.6.3 Operational Area Level

The operational area is defined in the Emergency Services Act as an intermediate level of the state's emergency services organization consisting of a county and all political subdivisions within the County. Political subdivisions include cities and special districts. There are 58 Operational Areas within the State representing each geographic county. The County OA has an agreement in place that defines roles and responsibilities, as well as jurisdictional authority in an emergency.

Under SEMS, the "Operational Area" refers to an intermediate level of the State's emergency services organization. The

Operational Area Agency for Riverside County is the Riverside County Office of Emergency Services. The Operational Area encompasses the County and all political subdivisions located within the County, including special districts. The Operational Area manages and/or coordinates information, resources, and priorities among local governments within the Operational Area, and serves as the coordination and communication link between the local government level and the regional level. Activities relating to the Operational Area as a unit are controlled by the Riverside County Operational Area Planning Committee. The decision on organization and structure within the Operational Area is made by the Riverside County Board of Supervisors and the political subdivisions within the County of Riverside.

The OA is responsible for:

- Managing and coordinating information, resources and priorities among local governments within the Riverside OA;
- Serving as the coordination and communication link between the local governments within the operational area and the regional level and
- Using multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities.

The County of Riverside Emergency Management Department is the lead agency for the Riverside OA. All local, state and federal governments should cooperate in organizing an effective operational area, but the operational area authority and responsibility is not affected by the nonparticipation of any local government.

Activation of the OA EOC during a State of Emergency or a Local Emergency is required by SEMS regulations under the following conditions:

- A local government within the operational area has activated its EOC and requested activation of the OA EOC to support their emergency operations;
- The county and one or more cities have proclaimed a local emergency;
- A city, city and county, or county has requested a governor's proclamation of a state of emergency, as defined in the Government Code Section 8558(b);
- A state of emergency is proclaimed by the governor for the county or two or more cities within the operational area;
- The OA is requesting resources from outside its boundaries. This does not include resources used in normal day-to-day operations that are obtained through existing mutual aid agreements and
- The OA has received resource requests from outside its boundaries. This does not include resources used in normal day-to-day operations which are obtained through existing mutual aid agreements.

The County of Riverside OA is responsible for coordinating with local governments and the field response level, and for providing mutual aid within their capabilities. The County of Riverside will comply with SEMS regulations to be eligible for state funding of response-related personnel costs and will:

- Use SEMS when a local emergency is declared or proclaimed, or the local government EOC is activated;
- Establish coordination and communications with Incident Commander(s) either through DOCs to the EOC or directly to the EOC;
- Use existing mutual aid systems for coordinating fire and law enforcement resources;
- Establish coordination and communications between city and special district EOCs when activated, the Riverside OA EOC, and any state or local emergency response agency having jurisdiction at an incident within the county's boundaries and

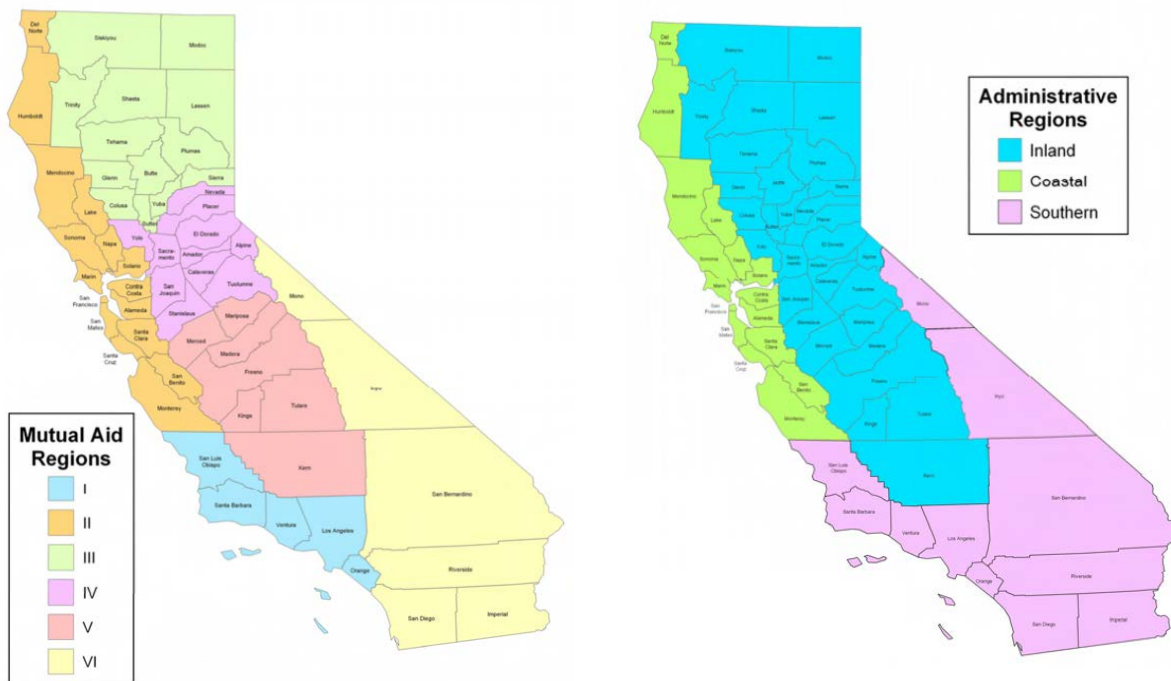
- Use multi-agency or inter-agency coordination to facilitate decisions for overall local government level emergency response activities.

3.6.4 Regional Level

The regional level manages and coordinates information and resources among operational areas. Cal OES has divided California into three Administrative Regions – Inland, Coastal and Southern – which are further divided into six mutual aid regions. The County of Riverside is in the Southern Administrative Region, and in Mutual Aid Region VI, which includes the counties of San Diego, Imperial, San Bernardino, Inyo and Riverside. Region VI is managed through the Regional Emergency Operations Center (REOC) at the Cal OES Southern Region Office, 4671 Liberty Avenue, Building 283, Los Alamitos, CA. The REOC is managed and staffed by Cal OES personnel.

The State of California has created three Office of Emergency Services (OES) Administrative Regions. The City of Coachella is in Riverside County, which is part of the Southern Region. The State has been further divided into six Mutual Aid Regions. The purpose of a Mutual Aid Region is to provide for the effective application and coordination of mutual aid and other emergency related activities. The Regional level of the State Office of Emergency Services manages and coordinates information and resources among Operational Areas within a designated Mutual Aid Region and between the Operational Areas and the State level. The OES Region also coordinates overall state agency support for emergency response activities within the Region. The City of Coachella is in Riverside County, which is part of Mutual Aid Region VI.

Cal OES Mutual Aid and Administrative Regions



3.6.5 State Level

In response to the emergency needs and requests from local governments and operational areas, the state level manages state resources and coordinates mutual aid among the mutual aid regions and between the regional and state levels. The

state level also serves as the coordination and communication link between the state and the federal disaster response system. The State Cal OES office is located at 3650 Schriever Avenue, Mather, CA 95655.

The State level manages State resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the Mutual Aid Regions and between the Regional level and State level. The State serves as the coordination and communication link with the federal disaster response system.

3.6.6 Federal Level

The Department of Homeland Security has designated the Federal Emergency Management Agency (FEMA) to serve as the main federal government contact during disasters and national security emergencies. In a disaster, different federal agencies may be involved in the response and recovery operations. Federal disaster assistance is organized under the concept of Emergency Support Functions as defined in the National Response Framework. All contact with FEMA and other federal agencies is made through the Operational Areas to the State during the response phase. During the recovery phase, cities, or special district may have direct contact with FEMA and other federal agencies. The FEMA Region IX Office is located at 1111 Broadway, Suite 1200 Oakland, CA 94607.

City of Coachella EOC Interfaces

Below diagram indicates the organizations that the City of Coachella's EOC interfaces with during an activation period.

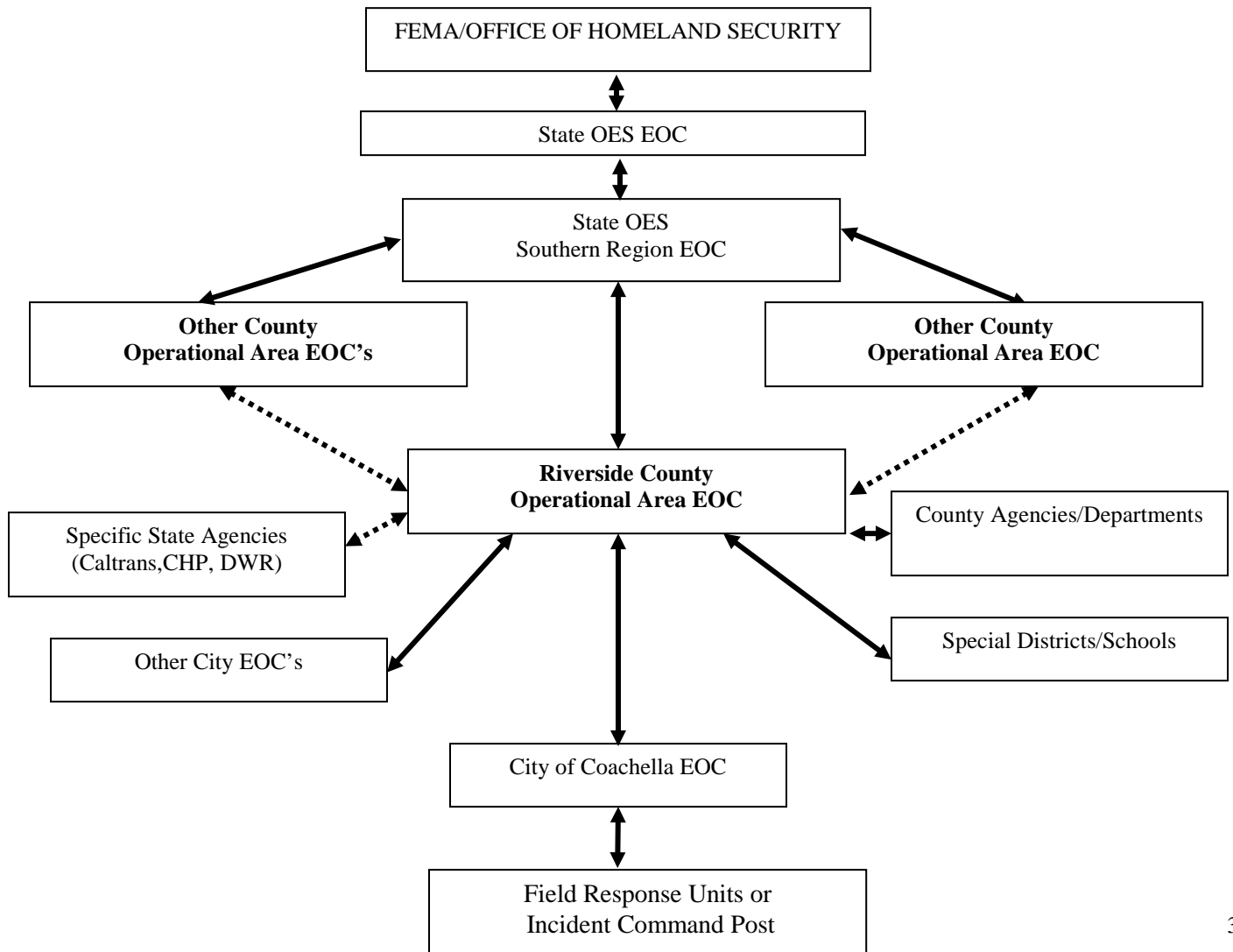


Figure 0-1: City of Coachella EOC Interfaces

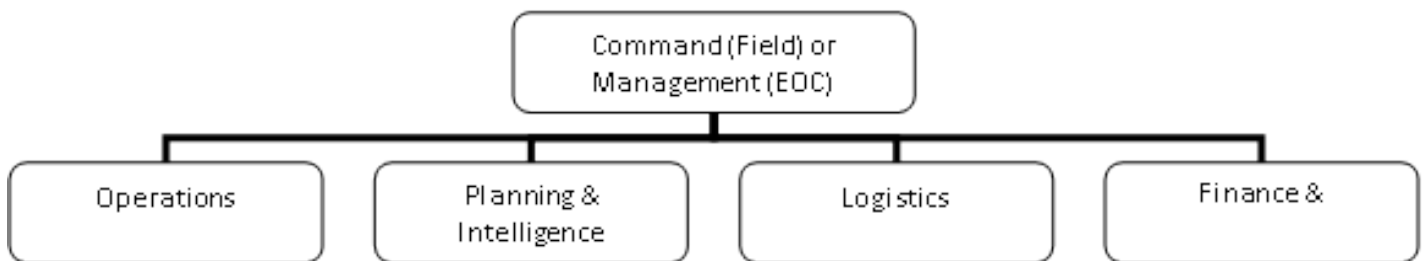
Functional Sections

The following is an overview of the five functional organization sections of SEMS. Adopting this functional management design enables responders to consistently organize their activities in a way that meets all event needs.

SEMS/NIMS has five essential functions adapted from ICS. These functions, while originally designed to give direction and control only to field level responders, are also applicable in the EOC at the local government, operational area, regional, and state levels. They are:

- Command (field level) or Management (EOC level)
- Operations
- Planning & Intelligence
- Logistics
- Finance & Administration

The system allows jurisdictions to accommodate their existing staffing patterns because it is a flexible management tool and can be molded to suit the jurisdiction's situation, not the reverse. Within the five basic functions, there are functional positions that have application to all SEMS levels. The duties and responsibilities for these functions are depicted in position checklists, which are provided in the EOC for each SEMS function. Figure below shows the basic functional organization outline for SEMS.



Command (Field Level)

Command is responsible for directing, ordering, and/or controlling field resources by virtue of explicit legal, agency, or delegated authority.

Management (EOC Level)

Management is responsible for overall emergency policy and coordination through the joint efforts of governmental agencies and private organizations.

Operations (EOC Level)

Operations is responsible for the coordinated support of the field tactical response operations in accordance with the field Action Plan and EOC Action Plan. Operations coordinates support for local government's emergency response, inter-jurisdictional response, and Citywide activities.

Planning & Intelligence (EOC Level)

Planning & Intelligence is responsible for collecting, evaluating, and disseminating information, developing the EOC Action Plan in coordination with other functions, and maintaining documentation.

Logistics (EOC Level)

Logistics is responsible for providing facilities, services, personnel, and equipment, and tracking the status of resources and materials in support of the response to the incident. Logistics also provides the necessary communications for effective response coordination.

Finance & Administration (EOC Level)

Finance & Administration is responsible for all financial and cost analysis aspects of the incident and/or any administrative aspects not handled by other functions.

Policy Group

The Policy Group assists the EOC Director with the overall goals and objectives that would benefit the City during a disaster. Types of assistance include:

- Determining specific policy issues such as:
 - a. Issues related to extended recovery;
 - b. Curfew and evacuation orders;
 - c. Price gouging issues;
- Preparing orders and directives to be presented to the Mayor and Coachella City Council for ratification.

Members of the Policy Group include the Mayor, City Manager, Asst. City Manager, City Attorney, Community Services Director, and the Public Works Director and others as needed.

3.7 SEMS Organization

SEMS has several features based on the Incident Command Organizational/ Response Levels System (ICS). The field response level uses functions, principles, and components of ICS as required in SEMS regulations. Many of these field response level features are also applicable at local government, operational area, regional and state levels. In addition, there are other ICS features that have application to all SEMS levels.

SEMS regulations require local governments to provide for the five management functions as the basis for structuring the EOC organization:

Management: Responsible for overall emergency policy and coordination through the joint efforts of governmental agencies and private organizations. In the Incident Command System (ICS), the Incident Commander (IC), with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The IC must respond to higher authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center (DOC) or EOC, when activated.

Operations: Responsible for coordinating all jurisdictional operations in support of the emergency response through implementation of the local government's EOC Action Plan. At the Field Level, the Operations Section is responsible for the coordinated tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan (IAP). In the EOC, the Operations Section Coordinator manages functional coordinators who share information and decisions about discipline-specific operations.

Planning/Intelligence: Responsible for collecting, evaluating, and disseminating information; developing the EOC Action Plan and After-Action Report; and maintaining documentation. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the EOC. As needed, Unit Leaders are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems (GIS) priorities, compile and maintain documentation, conduct advance planning, manage technical specialists, and coordinate demobilization.

Logistics: Responsible for providing facilities, services, personnel, equipment, and materials. Unified ordering takes place through the Logistics Section Supply Unit to ensure controls and accountability over resource requests. As needed, Unit Leaders are appointed to address the needs for communications, food, medical, supplies, facilities, and ground support.

Finance/Administration: Responsible for financial activities and other administrative aspects. As needed, Unit Leaders are appointed to record time for incident or EOC personnel and hired equipment, coordinate procurement activities, process claims, and track costs.

3.7.1 SEMS Components

- **Management by Objectives:** The Management by Objectives feature of ICS as applied to SEMS, means that each SEMS level establishes for a given operational period, measurable and attainable objectives to be achieved. An objective is an aim or end of an action to be performed. Each objective may have one or more strategies and performance actions needed to achieve the objective. The operational period is the length of time set by command at the field level, and by management at other levels to achieve a given set of objectives. The operational period may vary in length from a few hours to days and will be determined by the situation.
- **Operational Period:** The operational period is the length of time set by command at the Field Response level and by management at other levels to achieve a set of objectives. This period may vary in length from a few hours to days, command may change the length of the operational period and it will be determined by the situation.
- **Incident Action Plans:** At the field response level, written or verbal incident action plans contain objectives reflecting the overall incident strategy and specific tactical action and supporting information for the next operational period. Incident action plans are essential and required element in achieving objectives under ICS.
- **Organizational Flexibility – A Modular Organization:** The intent of this SEMS feature is that at each SEMS level: Modular Organization 1) only those functional elements that are required to meet current objectives need to be activated, and 2) that all elements of the organization can be arranged in various ways within or under the five SEMS essential functions. The function of any non-activated element will be the responsibility of the next highest element of the organization. Each activated element must have a person in charge of it; however, one supervisor may oversee more than one functional element. For example, to establish a "Planning/Intelligence and Logistics Section," it is better to initially create the two separate functions. If necessary, for a short time it is acceptable to place one person in charge of both functions. That way, the transfer of responsibility can be made easier. The reasons not to combine positions are:
 - If they need to be separated later, this could cause confusion due to the mix of assignments, staffing, etc.
 - This creates a "non-standard" organization, which would be confusing to incoming agencies.

Also, General Staff, those functions directly under Management, such as liaison, safety, public information, should not be combined due to the importance and specific nature of these functions.

- **Organizational Unity and Hierarchy of Command:** Organizational unity means every individual within an organization has a designated supervisor. Hierarchy of management/command means all functional elements within each activated SEMS level are linked together to form a singular overall organization with appropriate span of control limits
- **Span of Control:** Maintaining a reasonable span of control is the responsibility of every supervisor at all SEMS levels. The optimum span of control is one-to-five, meaning that one supervisor has direct supervisory authority

over five positions or resources. The recommended span of control for supervisory personnel at the field response level and all EOC levels should be in the one-to-three to one-to-seven range. A larger span of control may be acceptable when the supervised positions or resources are all performing a similar activity.

- **Personal Accountability:** An important feature of ICS applicable to all SEMS levels is personnel accountability. This is accomplished through the Organizational Unity and Hierarchy of Command or Management feature along with the use of check-in forms, position logs and various status keeping systems. The intent in bringing this ICS feature into SEMS is to ensure that there are proper safeguards in place so all personnel at any SEMS level can be accounted for at any time.
- **Common Terminology:** In ICS, common terminology is applied to functional elements, position titles, facility designations and resources. The purpose of having common terminology is to rapidly enable multi-agency, multijurisdictional organizations and resources to work together effectively. This feature, as applied to all SEMS levels, would ensure that there is consistency and standardization in the use of terminology within and between all five SEMS levels.
- **Resource Management:** In ICS, resources management describes the ways in which field level resources are managed and how status is maintained. At all SEMS levels, there will be some functional activity related to managing resources. This will vary from level to level in terms of directing and controlling, to coordination, to resource inventorying. Procedures for effective resources management must be geared to the function and the level at which the function is performed.
- **Integrated Communications:** This feature of ICS relates to: hardware systems; planning for system selection and linking; and the procedures and processes for transferring information. At the field response level, integrated communications are used on any emergency. At all EOC levels, and between all SEMS levels, there must be a dedicated effort to ensure that communications systems, planning, and information flow are being accomplished in an effective manner. The specifics of how this is accomplished at EOC levels will be different than at the field response level.
- **Response Information Management System:** To achieve integrated communications between all EOC Management System (RIMS) levels of SEMS, the Response Information Management System (RIMS) was developed. RIMS is an internet-based system used to coordinate and manage the State's response to disasters and emergencies. RIMS automate reporting of information and tracking resources. RIMS was developed by OES in 1995 and now over 2,000 internal and external clients access RIMS via the Internet. RIMS is available to all cities, special districts, and state agencies within California that have a computer with access to the Internet. Web access to RIMS is controlled by user identifications and passwords. Web browser clients and Internet access are standard and supported in nearly every government agency. RIMS user base has expanded from 137 agencies to 2,500 by developing the Internet-based system.

3.7.2 EOC Activation Levels

Management Watch is the initial stage of response activities for the Operational Area response without an OA emergency proclamation. Management Watch requires pre-designated officials to be notified, who will collect and analyze situation information and refer other matters for executive decision. The City ESC will monitor current events and notify the City Manager that Management Watch is being initiated. At the discretion of the EOC Director, or designee, the following

activities may be taken:

- Recall EOC staff to the office as necessary for the situation
- Make necessary preparations to activate the EOC
- Establish communications with key City officials to assess the situation
- Establish communications with appropriate OA partners, such as cities, Riverside County, Special Districts, schools, and/or Tribal Governments
- Coordinate emergency public information with the PIO
- Anticipate EOC logistical needs if situation escalates, e.g., food, lodging, supplies, etc.

If an incident requires additional staffing beyond Management Watch, an EOC activation follows levels similar to the state of California's Emergency Plan. These levels correlate with staffing requirements of the EOC.

Level Three EOC Activation: Level three activation is the minimum EOC activation for minor events. For this incident local resources are adequate and available; an emergency proclamation may or may not be proclaimed. Management, Section and Deputy Chiefs, and necessary Branches and Units will be activated.

Level Two EOC Activation: A moderate to severe emergency warrants a level two activation. At this level local resources are not adequate and regional or state mutual aid may be required. A Local Emergency is proclaimed, and State of Emergency may be proclaimed. Most positions in the EOC are staffed with some staff fulfilling more than one SEMs function. EOC staffing includes Management, Section and Deputy Chiefs, and necessary Branches and units.

Level One EOC Activation: Level one activation occurs when county resources are overwhelmed, and State or Federal resources are required. A Local and State of Emergency are proclaimed, and a Presidential declaration of an emergency or disaster is requested. The EOC will be fully staffed. All response and early recovery activities will be directed from the EOC. Management, Section and Deputy Chiefs, all Branches, and necessary Units will be activated.

SEMS Activation Requirements

Figure below presents the minimum statewide requirements for the activation of the various Emergency Operations Centers as defined by SEMS. EOC activation requirements do not relate to the daily requests for resources under the State's Master Mutual Aid Agreement or inter-agency agreements.

EOC activation is not always at the same level. In some cases, a long term declaration may be made and not require the opening of the EOC. Examples would be declarations relating to agriculture emergencies, some health issues, or water related (water shortage due to drought). There may be situations where the County/OA may elect open their EOC at a limited level based on the severity and activity level of the event. In these cases, the County/OA will activate a Management Watch, with the County/OA duty officer maintaining awareness of the situation and/or responding to the involved agency's EOC to provide support. Additionally, the State may elect not to physically open the Region or State EOC based on the severity and activity level of the event, along with the recommendation of the Region. In these cases, the State will activate a Management Watch, with the Region and State duty officer maintaining awareness of the situation.

EOC Activation Requirements per SEMS Regulations					
Situations Identified in SEMS Regulations	Field Response	Local Government	Operational Area	Region EOC	State EOC
Incident involving two or more involving emergency response agencies §2405(x), 2405(b)	Field Must Use ICS				
Local emergency declared or proclaimed §2407(a)(2)		Activate EOC			
Local government EOC activated §2407(a)(1)		Activate EOC			
OA requests Local Government to Open EOC in support of an Operational Area Event		Activate EOC	Activate EOC	Activate EOC	Activate EOC
Local government activates EOC and requests Operational Area EOC activation §2407(a)(1)		Activate EOC	Activate EOC	Activate EOC	Activate EOC
Two or more cities within an operational area declare or proclaim a local emergency §2409(f)(2)		Activate EOC	Activate EOC	Activate EOC	Activate EOC
County and one or more cities declare or proclaim a local emergency §2409(0)(3)		Activate EOC	Activate EOC	Activate EOC	Activate EOC
City, city and county, or county requests Governor's state of emergency proclamation §2409(0)(4)			Activate EOC	Activate EOC	Activate EOC
Governor proclaims a state of emergency for county or two or more cities §2409(0)(5)			Activate EOC	Activate EOC	Activate EOC
Operational area requests resources from outside its boundaries §2409(0)(6)			Activate EOC	Activate EOC	Activate EOC
Operational area receives resource requests from outside its boundaries §2409(0)(7)			Activate EOC	Activate EOC	Activate EOC
An operational area EOC is activated §2411(a)			Activate EOC	Activate EOC	Activate EOC
A regional EOC is activated §2413(a)(1)			Activate EOC	Activate EOC	Activate EOC
Governor proclaims a state of emergency §2413(a)(2)			Activate EOC	Activate EOC	Activate EOC
Governor proclaims an earthquake or volcanic prediction §2413(a)(3)			Activate EOC	Activate EOC	Activate EOC

NOTE; Whenever an EOC is activated, SEMS guidance requires that SEMS must be used.

Local Activation Authorities

Other than the above listed circumstances, the activation of the City of Coachella’s EOC must be authorized. Pursuant to Ordinance 1071, the Coachella EOC is activated by the City Manager. In the event the City Manager is unavailable to attend or otherwise perform these duties during an emergency, the order of succession shall be:

- Assistant City Manager
- City ESC
- Finance Director

EOC Activation Levels

The City of Coachella has developed criteria that identify the events/situations that may require EOC activation. The City has established three standard levels of activation. For each level, a recommended staffing guide has been developed. The EOC staffing may be modified at the direction of the EOC Director. The activation and staffing guide is depicted in the following figure.

In addition to these the standard levels of activation, the EOC Director may choose to activate a Management Watch. A Management Watch by the City's Emergency Services provides for the event to carefully monitor without the EOC physically being opened. Using Management Watch allows the City to monitor the situation and begin the activation process as needed.

Table 3.7: EOC Activation Levels for Riverside County OA

ACTIVATION LEVEL	EVENT TYPES	STAFFING LEVEL
<p style="text-align: center;">1 (MAJOR)</p>	<ul style="list-style-type: none"> •Major earthquake 6.6 or greater magnitude. •Major widespread flooding or wind damage occurring. •Western United States, So. Cal or Countywide utility outage. •Communications failure. •Water conveyance system damage. •Fuel/natural gas failure. •Major hazardous materials. •Conflagration in urban area. •Wildland urban interface fire. •Major law enforcement event(s). •Declared State of War emergency. •National security emergency. 	<ul style="list-style-type: none"> •Management Staff •Section & Deputy Chiefs •All Branches •Units, as necessary
<p style="text-align: center;">2 (MODERATE)</p>	<ul style="list-style-type: none"> •Minor to moderate earthquake 5.6 to 6.5 magnitude with damage. •Moderate flooding or wind warning occurring or imminent. •Supervisory District utility outage. •Water system compromised. •Major transportation incident. •Moderate hazardous materials. •Conflagration in urban area. •Wildland urban interface fire. •Multiple law enforcement event(s). 	<ul style="list-style-type: none"> •Management Staff •Section & Deputy Chiefs •Branches, as necessary •Units, as necessary

ACTIVATION LEVEL	EVENT TYPES	STAFFING LEVEL
	<ul style="list-style-type: none"> •National security emergency. •Major public health emergency. 	
3 (MINOR)	<ul style="list-style-type: none"> •Moderate earthquake 4.6 to 5.5 magnitude with damage. •Minor flooding occurring, flood or wind watch. •Countywide utility outage. •Moderate transportation incident. •Minor hazardous materials. •Conflagration in urban area. •Wildland urban interface fire. •Law enforcement event. •National security event. •Moderate public health emergency. 	<ul style="list-style-type: none"> •Management Staff •Section & Deputy Chiefs •Branches, as necessary •Units, as necessary
MANAGEMENT WATCH / UNUSUAL EVENT	<ul style="list-style-type: none"> •3.5 to 4.5 magnitude earthquake or earthquake swarms near major fault(s). •Isolated weather event. •Isolated utility outage. •Minor transportation incident. •Fire red flag warning. •Emergency affecting 1 or more surrounding OA's. •Community events/festivals. •Low public health emergency. 	<ul style="list-style-type: none"> •Duty Chief •Duty Officer •Other EMD Staff, as necessary
STEADY STATE	<ul style="list-style-type: none"> •Minor earthquake 3.0 to 3.9 magnitude. •Rolling blackouts. •Homeland Security Advisory System-Low. •Low risk of terrorist attacks. 	<ul style="list-style-type: none"> •Duty Officer •Emergency Management Center

*Activation levels align with the State of California and the Federal Emergency Management Agency. See 2017 [California State Emergency Plan](#) for further guidance.

3.8 Field Level Interface with the EOC

The concepts, principles, and organizational structure of the ICS will be used in managing field operations. The size, complexity, hazard environment, and objectives of the situation will determine the ICS organizational size and the support that will be required for field activities. The incident will be managed by objectives to be achieved that were developed using the action planning process.

Members of the IC Command and General Staff will communicate with the OA EOC, either via a DOC or directly. Some members of the EOC Command or General Staff may be asked to attend briefings or planning meetings at an Incident

Command Post.

3.8.1 Field/EOC Communications and Coordination

Typically, field to EOC communications will occur at the Command and General Staff levels or, if they are established, field units will communicate with a Department Operations Center (DOC) who will, in turn, relay the information to the appropriate section/function in the EOC.

3.8.2 Field/EOC Direction and Control Interface

The Director of Emergency Services, or designee, will establish jurisdictional objectives and priorities and communicate those to everyone in the organization through the EOC Action Plan. The EOC Action Plan does not direct or control field units but supports their activities. Incident Commander(s) will ensure incident objectives and priorities are consistent with those policies and guidelines established at the county level by the Director of Emergency Services, or designee.

It is the responsibility of Incident Commanders to communicate critical information to the Director of Emergency Services, or designee, in a timely manner.

3.8.3 Field/EOC Coordination with Department Operations Centers (DOCs)

If a department within the City establishes a DOC to coordinate and support their departmental field activities, its location, time of establishment and staffing information will be communicated to the EOC. All communications with the field units of that department will be directed to the DOC who will then relay situation and resource information to the EOC. DOCs act as an intermediate communications and coordination link between field units and the EOC.

3.9 EOC Action Plans

At local, operational area, regional and state levels, the use of EOC action plans provide designated personnel with knowledge of the objectives to be achieved and the steps required for achievement. Action plans not only provide direction, but they also serve to provide a basis for measuring achievement of objectives and overall system performance.

Action planning is an important management tool that involves:

- A process for identifying priorities and objectives for response or recovery efforts and
- Documentation of the priorities, objectives, tasks, and personnel assignments.

The action planning process should involve the Management Staff and General Staff along with other EOC elements, special district representatives, and other agency representatives as appropriate. The Planning/Intelligence Section is normally responsible for development of the action plan and for facilitation of action planning meetings.

Action plans are developed for a specified operational period that may range from a few hours to 24 hours. The operational period is determined by first establishing a set of priority actions that need to be performed. A reasonable time frame is then established for accomplishing those actions. The action plans need not be complex but should be sufficiently detailed to guide EOC elements in implementing the priority actions.

3.10 After Action/Corrective Action Reports

SEMS makes it a requirement to complete and transmit an After Action Report to Cal OES within 120 days of the close of the incident period.

The Emergency Services Act, Section 8607 (f) mandates that the County in cooperation with involved state and local agencies complete an After Action Report within 120 days after each declared disaster.

An After Action/Corrective Action Report serves the following important functions:

- Provides a source for documenting response and early recovery activities;
- Identifies problems and successes during emergency operations;
- Analyzes the effectiveness of the different components of SEMS and
- Plans corrective action for implementing recommended improvements to existing emergency response efforts.

The ESC will be responsible for the development of the After Action Report with input from other departments as needed.

3.11 Coordination with Emergency Response Levels

3.11.1 Coordination with Field Response Level

Coordination among SEMS levels is clearly necessary for effective emergency response. In a major emergency, the EOC may be activated to coordinate the overall response while the ICS is used by field responders. Incident Commanders may report pertinent information to DOCs, which in turn will report and coordinate with the EOC. When the EOC is directly supporting Incident Command teams, the EOC is operating in a centralized coordination and support mode.

3.11.2 Coordination within the Riverside Operational Area

Direct coordination and communication with the Riverside County OA EOC is essential. Initially, communications will be established by any means available and with whoever is available, regardless of their functional EOC position. Ideally, communications and coordination will eventually occur along functional lines.

Whenever feasible, a City representative should be at the Riverside County EOC. The City representative can help ensure that adequate coordination and information exchange arrangements are made with the Operational Area.

3.11.3 Coordination with Special Districts

The emergency response role of special districts is generally focused on their normal services or functional area of responsibility. During disasters, some types of special districts will be more extensively involved in the emergency response by directly coordinating, communicating, and assisting local governments.

The level of involvement of special districts, schools, public utilities, private organizations, and volunteer agencies will vary considerably depending upon the kind of incident. In general, special districts or other agencies that have a statutory or jurisdictional responsibility with the incident should be represented at the incident. The form of involvement for these districts and agencies may be as part of the Unified Command or as an Agency Representative who coordinates with a City of Coachella Liaison Officer. The emergency response role of special districts will be focused on their normal services and functional area of responsibility.

A cooperating agency supplies assistance other than direct tactical resources to the incident control effort. Telephone companies, electric companies, water and sanitation districts, and other private and volunteer agencies could be cooperating agencies, depending on the type of incident.

3.11.4 Coordination with Volunteer and Private Sector Agencies

A cooperating agency supplies assistance other than direct tactical resources to the incident control effort. Telephone companies, electric companies, water and sanitation districts, and other private and volunteer agencies could be cooperating agencies, depending on the type of incident.

3.12 Statewide Emergency Management

Governments at all levels must work together effectively, along with the private sector, business and industry, community-based organizations and volunteers, to meet the challenges posed by a disaster.

All resources available within the State that may be applied in disaster response and recovery phases, together with the private sector, are collectively referred to as the California Emergency Organization. During a state of war emergency, a state of emergency, or a local emergency, Cal OES will coordinate the emergency activities of all State agencies (California Emergency Services Act, §8587).

Emergency mutual aid response and recovery activities are generally conducted at the request and under the direction of the affected local government. Some emergency responses are led by designated State agencies that will be assigned authority at those emergencies or disasters.

Resource requests for response and recovery originate at the lowest level of government and are progressively forwarded to the next level until filled. When support requirements cannot be met with State resources, the State may request assistance from federal agencies having statutory authority to aid in the absence of presidential declarations. The State may also request a Presidential Declaration of an Emergency or Major Disaster under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93288 as amended.

3.12.1 Mutual Aid/Assistance Agreement

The California Disaster and Civil Defense Master Mutual Aid Agreement is based on a statewide mutual aid system designed to provide additional resources to the state's political subdivisions whenever their own resources are overwhelmed or inadequate. The various departments and agencies within the political subdivisions, municipal corporations, and public agencies agree to assist each other by providing resources during an emergency. The agreement provides for each signatory entity to offer aid during an emergency without expectation of reimbursement. Riverside County has established best practices by instituting pre-incident mutual aid/assistance agreements with surrounding Operational Areas. Pre-Incident agreements create an opportunity to move resources quickly across county lines since questions of cost, liability, and risk consequence have been resolved prior to the emergency.



Incidents frequently require responses that exceed the resource capabilities of the affected response agencies and jurisdictions. When this occurs, mutual aid is provided by other agencies, local governments, and the State. Mutual aid

is voluntary aid and assistance by the provision of services and facilities, including fire, police, medical and health, communications, transportation, utilities, and other assistance.

The foundation of California’s emergency planning and response capability is a statewide mutual aid system, which is designed to ensure that adequate resources, facilities, and other support are provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation.

The basis for the system is the California Master Mutual Aid Agreement, as referenced in the California Emergency Services Act. The California Master Mutual Aid Agreement created a formal process, in which each jurisdiction retains control of its own personnel and facilities, but can give and receive help whenever it is needed.

Mutual aid assistance may be provided under one or more of the following authorities:

- California Fire and Rescue Emergency Plan.
- California Law Enforcement Mutual Aid Plan.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 100-707).

To facilitate the coordination and flow of mutual aid, the State has been divided into six Mutual Aid Regions and three Administrative Regions. The City of Coachella is in Riverside County, which is located in Mutual Aid Region VI. Region VI and Region I combine to form a State OES Administrative Region known as the “Southern Region.”

The County of Riverside is a participant in the following mutual aid agreements:

- California Master Mutual Aid Agreement;
- Region VI Fire and Rescue Operations Plan;
- Region VI Law Enforcement Mutual Aid Agreement;
- Region VI Public Works Mutual Aid Agreement;
- Region VI Regional Disaster Medical and Health Mutual Aid Agreements;
- Emergency Management Mutual Aid Agreement;
- Volunteer and Private Agencies Mutual Aid Agreement and
- Riverside Operational Area Agreement.

3.12.2 Emergency Management Assistance Compact (EMAC)

California is a signatory to the interstate EMAC; a congressionally ratified organization that provides form, structure, and procedures for rendering emergency assistance between states. Once the governor has declared a state of emergency, Cal OES will assess the needs for the emergency incident. California can then request resources through the EMAC network for assistance provided by other states in the nation. The use of EMAC resolves two of the key issues regarding mutual aid, liability and reimbursement; so that a disaster affected state can request and receive assistance from other member states quickly and efficiently.

3.12.3 Mutual Aid System

Multi-agency, inter-agency, and discipline-specific mutual aid system coordination is used by the City of Coachella and other member jurisdictions of the Riverside County Operational Area for coordinating mutual aid. Mutual aid coordination includes sharing of critical resources and prioritization of incidents.

To facilitate mutual aid, mutual aid systems work through designated mutual aid coordinators at the Operational Area, Regional, and State levels. The basic role of a mutual aid coordinator is to receive mutual aid requests, coordinate the provision of resources from within the coordinator's geographic area of responsibility, and to pass on unfilled requests to the next level.

Mutual aid coordinators may function from an EOC, their normal departmental location, or other locations depending on the circumstances. Some incidents require mutual aid but do not necessitate activation of the affected local government or operational area EOCs because of the incident's limited impacts. In such cases, mutual aid coordinators typically handle requests from their normal work location.

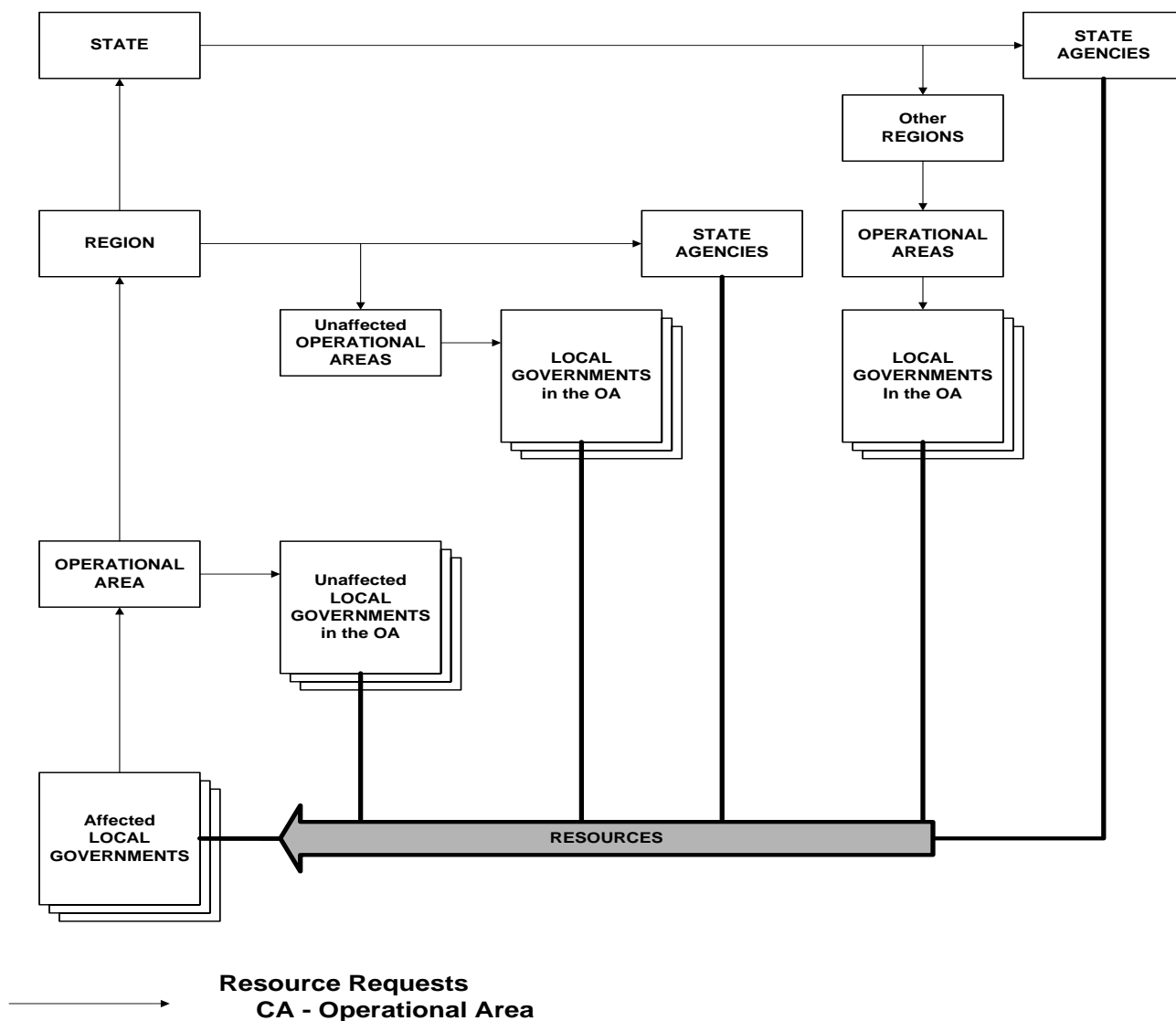
When an Operational Area EOC is activated, Operational Area mutual aid system representatives should be at the Operational Area EOC to facilitate coordination and information flow.

When an OES Regional EOC is activated, Regional mutual aid coordinators should have representatives in the Regional EOC unless it is mutually agreed that effective coordination can be accomplished through telecommunications. State agencies may be requested to send representatives to the Regional EOC to assist OES Regional staff in handling mutual aid requests for disciplines or functions that do not have designated mutual aid coordinators.

When the State Operations Center (SOC) is activated, State agencies with mutual aid coordination responsibilities will be requested to send representatives to the SOC.

Mutual aid system representatives at an EOC may be located in various functional elements (sections, branches, groups, or units) or serve as an agency representative depending on how the EOC is organized and the extent to which it is activated.

Figure depicts the flow of requests and responses through the mutual aid system.



The statewide mutual aid system, operating within the framework of the Master Mutual Aid Agreement, allows for the progressive mobilization of resources to and from emergency response agencies, local governments, operational areas, regions, and state with the intent to provide requesting agencies with adequate resources.

The statewide mutual aid system includes several discipline-specific mutual aid systems, such as fire and rescue, law, medical, and public works, among others. The adoption of SEMS and NIMS does not alter these existing systems but enhances the facilitation of mutual aid through the local government, operational area, regional, and state levels.

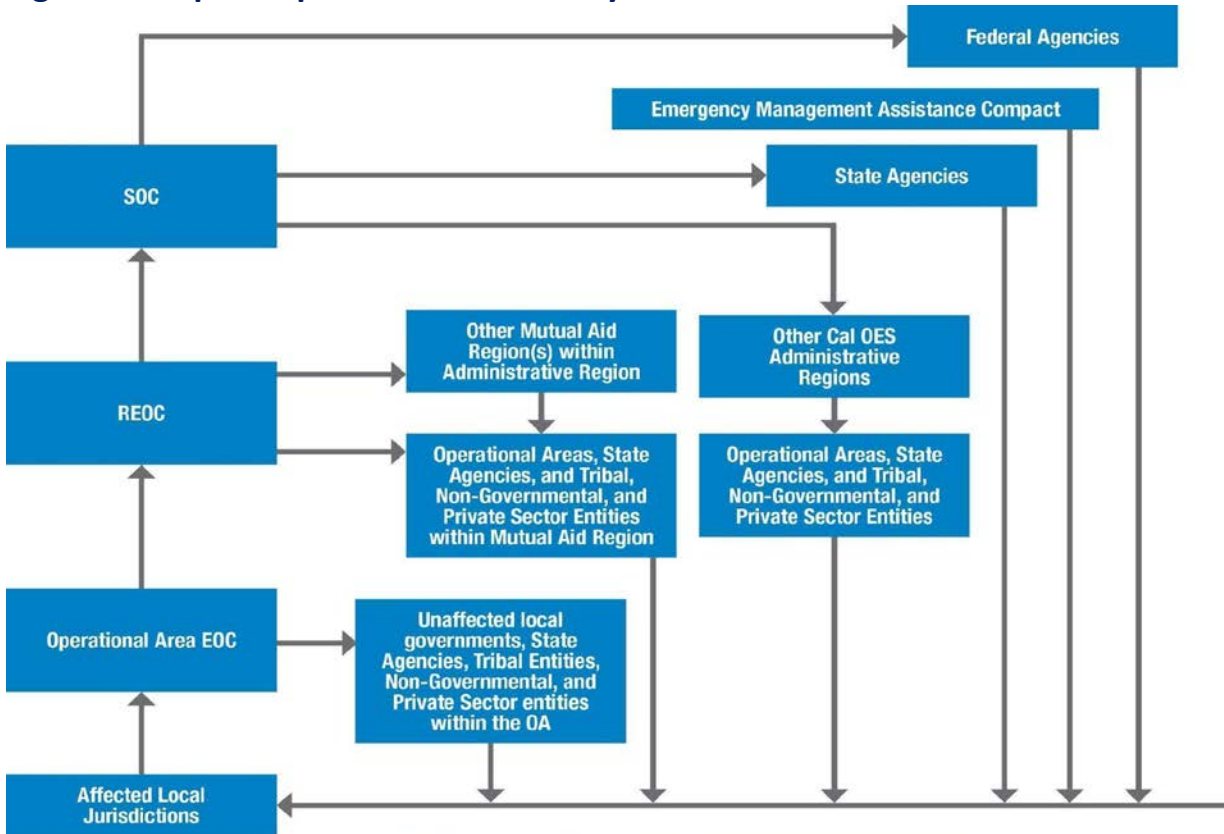
3.12.4 Mutual Aid Coordinators

To facilitate mutual aid, discipline-specific mutual aid systems work through designated mutual aid coordinators at the operational area, regional and state levels. The basic role of a mutual aid coordinator is to receive mutual aid requests,

coordinate the provision of resources from within the coordinator's geographic area of responsibility and pass on unfilled requests to the next level. Law Enforcement, Fire and Rescue Services, and the Medical Health Operational Area Coordinator work within existing state mutual aid systems for requests and assignments of mutual aid.

When EOC's are activated, all discipline-specific mutual aid systems should establish coordination and communications within the respective local, operational area, regional, or state EOC's.

Figure: Discipline Specific Mutual Aid System

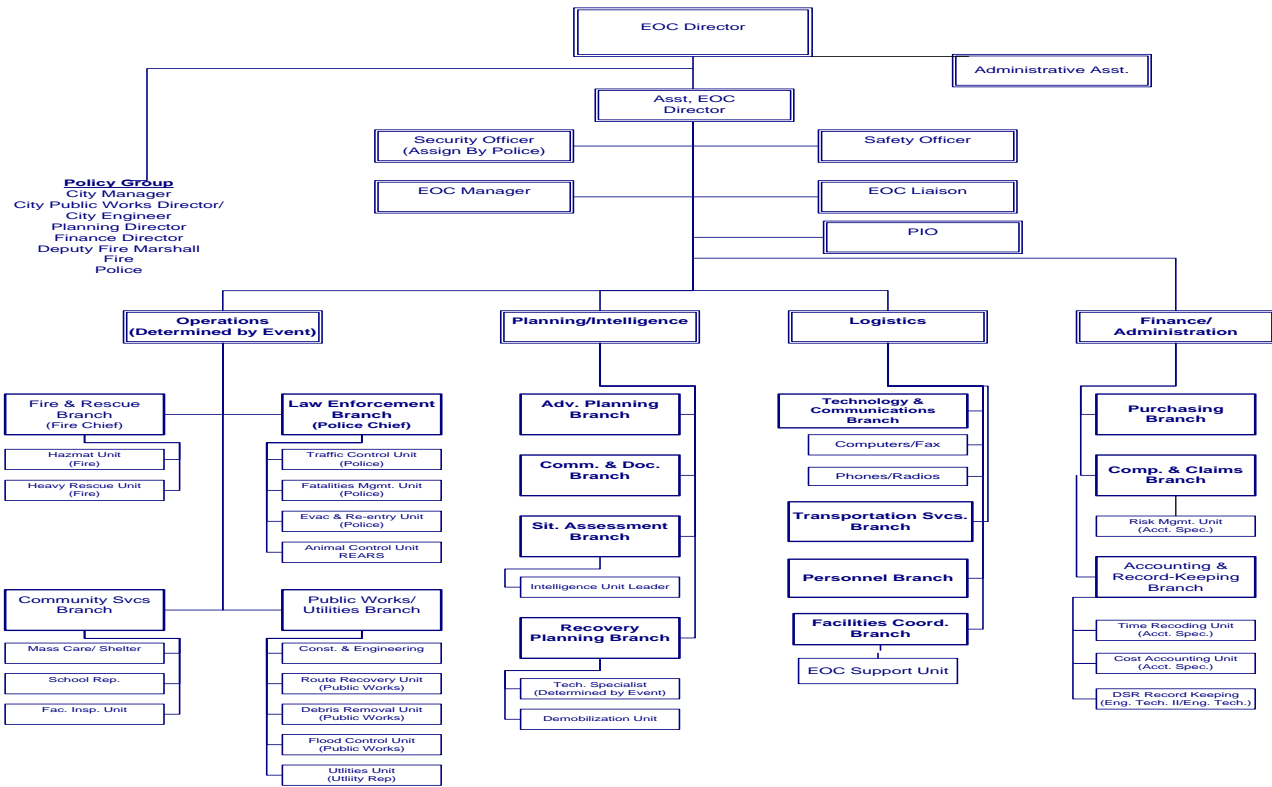


3.12.5 The County of Riverside/OA Mutual Aid Requests

Cities within the County of Riverside will make mutual aid requests through the Riverside OA EOC. The County of Riverside will make mutual aid requests through the Cal OES Southern REOC. Requests for Fire and Law Enforcement mutual aid will be made through existing Regional Mutual Aid Coordinators that may be present at the Riverside OA EOC.

3.13 The City of Coachella Emergency Organization

The California Emergency Services Act requires the City of Coachella to manage and coordinate the overall emergency response and recovery activities within its jurisdiction. The City's City Manager acting as its Director of Emergency Services per the City's Municipal Code Chapter 2.56, is responsible to impress into service all officers and employees of the City, together with volunteers, groups, and organizations enrolled to aid them during an emergency, to constitute the emergency organization of the City of Coachella. All departments will use the ICS for emergency response and provide emergency related information to the EOC. The Emergency Organization tables in section 3.13.1.1-3.13.1.5 show the City departments within the SEMS/NIMS concept.



3.13.1 The City of Coachella EOC Staff and Positions

3.13.1.1 Management/Command Staff

The EOC Director, EOC Manager, Policy Group, Safety Officer Security Officer, Liaison Officer, and Public Information Officer constitute the Management Section of the Operational Area EOC. This team has overall responsibility for management of the EOC and provides support and direction for the General Staff.

The Section Chiefs for Operations, Planning, Logistics, and Finance/Administration constitute the General Staff and are responsible for overseeing the internal function of their respective sections and interacting with other Section Chiefs, the EOC Director, EOC Manager, other entities in the EOC to ensure the effective functioning of the EOC. The table below shows the organizational structure for the Management Section.

Table 3.13.1.1

EOC Position	Definition	Position Staffing
EOC Director	The City Manager is Director of Emergency Services but may delegate his/her authority to the Assistant City Manager.	City Manager
EOC Manager	The EOC Manager is responsible for the overall function of the EOC facility.	Emergency Services Coordinator
Policy Group	The Policy Group provides executive level oversight during a disaster.	Assistant to the City Manager
Safety Officer	The Safety Officer ensures Emergency Operations Center facility and EOC personnel safety.	Human Resources Department
Security Officer	The Security Officer ensures the security of the facility and personnel.	Police Chief
Liaison Officer	The Liaison Officer facilitates ongoing communication with partner agency representatives.	Grants Manager
Public Information Officer	The Public Information Officer manages media inquiries, information dissemination, and on-going activities of the Joint Information System.	Public Information Officer

3.13.1.2 Operations Section

The Operations Section implements all tactical activities focused on reducing the immediate hazard, saving lives and property, establishing situational control, and restoring normal operations. Lifesaving and responder safety will always be the highest priorities and the first objectives in the EOC Action Plan.

The Operations Section is responsible for supporting field activities to include but not be limited to: coordination of mass care and shelter, road closure information, building assessment and use, utility status, etc.

Table 3.13.1.2

EOC Position	Definition	Position Staffing
Operations Chief	The Operations chief manages the Operations Section and provides the Planning and Intelligence Section with intelligence collected from each branch while also directing the execution of Operations Section objectives.	City Engineer
Fire and Rescue Branch Director	The Fire and Rescue Branch Director coordinates functions assigned to the Fire & Rescue Branch and obtains and shares incident information between the Incident Command Post (ICP) and the EOC	Fire Chief
Urban Search and Rescue Unit	The Urban Search and Rescue Unit supports Urban Search & Rescue response operations.	CAL FIRE/Riverside County Fire Department
Hazardous Materials Unit	The Hazardous Materials Unit supports hazardous material incident response and recovery operations.	CAL FIRE/Riverside County Fire Department / Streets Division
Law Enforcement Branch Director	The Law Enforcement Branch Director supports the development of alert and warning messages and provides intelligence regarding road closures and evacuations.	Asst. Police Chief
Traffic Management Unit	The Traffic Management Unit coordinates and communicates traffic management intelligence between field and EOC personnel.	Police Department
Facilities Security Unit	The Facilities Security Unit coordinates security at City owned, leased, or operated facilities	Police Department
Evacuation/Reentry Unit	The Evacuation/Reentry Unit coordinates evacuation and re-entry within the City's Police Department. If appropriate, communicates with local police departments regarding the plans for evacuation and re-entry.	Police Department
Medical & Health Branch Director	The Medical & Health Branch Director coordinates with the Medical Health Department Operations Center (MH DOC) and coordinates response activities within the county Medical Health System.	CAL FIRE/Riverside County Fire Department
Environmental Health Unit	The Environmental Health Unit monitors environmental impacts	Environmental/Regulatory Program Manager

EOC Position	Definition	Position Staffing
	during incidents and coordinates food and water safety messages with the alert and warning group. Coordinates and communicates with the MH DOC and shares information with the public.	
Mass Care and Shelter Branch Director	The Mass Care and Shelter Branch Director coordinates the assessment of mass care needs as well as short and long-term housing requirements for the community.	Public Works Department
Whole Community Assessment Unit	The Whole Community Assessment Unit coordinates with shelter managers to ensure whole community needs are met.	Code Enforcement
Functional Assessment Services Unit	The Functional Assessment Services Unit mobilizes and tracks Functional Assessment Service Team (FAST) team staff which conduct facility assessments to ensure accessibility for all residents and shelter sites.	Code Enforcement
Senior Services Unit	The Senior Services Unit coordinates with Mass Care Branches and Groups and/or shelter site managers to ensure the needs of seniors are addressed.	Senior Center Coordinator
Parks and Open Space Unit	The Parks and Open Space Unit coordinates use of parks and open spaces for Care and Shelter sites.	Parks Division
Mass Care Unit	The Mass Care Unit coordinates with shelter site managers to provide guidance on matters relating to care and shelter.	Recreation Services Coordinator
American Red Cross Liaison	The American Red Cross Liaison coordinates Mass Care in collaboration with the Mass Care and Shelter Branch.	Riverside County Chapter of American Red Cross
Animal Services Unit	The Animal Services Unit coordinates all aspects of animal care and shelter and communicates with field personnel.	Code Enforcement
Construction & Engineering Branch Director	The Construction & Engineering Branch Director ensures timely communication and coordination between the EOC and field personnel.	Engineering Department

EOC Position	Definition	Position Staffing
Infrastructure Assessment Unit	The Infrastructure Assessment Unit assesses County infrastructure and prioritizes resource allocation.	Engineering Department
Infrastructure Restoration Unit	The Infrastructure Restoration Unit coordinates infrastructure restoration within the City	Engineering Department
Debris and Flood Management Unit	The Debris and Flood Management Unit executes the City Debris Management Plan including communication and coordination with City and County Departments, vendors, and stakeholders and information sharing between EOC and field personnel.	Streets Division
Utilities Branch Director	The Utilities Branch Director oversees the coordination, communication, and information sharing with utility providers and stakeholders.	Utilities Manager
Electric & Power Unit	The Electric & Power Unit acts as liaison with electric utility companies serving the impacted area.	Imperial Irrigation District Liaison
Gas & Pipeline Unit	The Gas & Pipeline Unit acts as liaison with gas and pipeline companies serving the impacted area. Communicates and coordinates information sharing amongst OA stakeholders.	SoCal Gas Liaison
Water & Wastewater Unit:	The Waste & Wastewater Unit acts as liaison with water and wastewater companies serving the impacted area. Communicates and coordinates information sharing amongst OA stakeholders.	Utility Superintendents
Telecommunications Unit	The Tele-Communications Unit acts as liaison with telecommunications companies serving the impacted area. Communicate and coordinate information.	Information Manager

3.13.1.3 Planning and Intelligence Section

The Planning Section collects, displays and disseminates intelligence on behalf of all EOC sections; they prepare and disseminate the EOC Action Plan for each identified operational period.

Table 3.13.1.3

EOC Position	Definition	Position Staffing
Planning & Intelligence Chief	The Planning & Intelligence Chief is responsible for managing the Planning & Intelligence section and ensuring section objectives are identified and executed.	Development Services Director
Situation Status Unit	The Situation Status Unit directs the collection and display of disaster intelligence and damage assessment information. Monitors and assesses situational and operational information and prepares situation status updates for the EOC Action Plan.	Planning Division
GIS Support Unit	The GIS Support Unit develops interactive maps.	Planning Division
Advanced Planning Unit	The Advanced Planning Unit identifies issues and requirements related to future time periods, normally 36 to 72 hours or longer. Prepares special reports and briefings as necessary for use in strategy and planning meetings. Monitors action-planning activities to determine the shift in operational objectives from response to recovery.	Planning Division
Recovery Planning Group	The Recovery Planning Group is responsible for the planning of long-term recovery efforts.	Planning Division
Demobilization Group	The Demobilization Group oversees the development and implementation of the demobilization plan for the EOC. Ensures the demobilization plan is included in the EOC Action Plan.	ESC
Documentation Unit	The Documentation Unit monitors, prints, & disseminates information from incident-related emails, reports, EOC Action Plans, and other documents for retention.	City Clerk Department

3.13.1.4 Logistics Section

The Logistics Section provides facilities, services, and material support for the EOC.

Table 3.13.1.4

EOC Position	Definition	Position Staffing
Logistics Section Chief	The Logistics Section Chief is responsible to oversee the coordination, allocation, distribution and tracking of essential resources, essential services to support field operations, OA Area EOC and department DOC's.	Accounting Manager
Resources Tracking Branch	The Resources Tracking Branch tracks incident resource locations, delivery, and pick up.	Fleet Division
Procurement Branch	The Procurement Branch acquires internal and external commodities and services. Administers contracts, rental agreements, and coordinates purchase and delivery of resources.	Finance Department
Personnel Branch	The Personnel Branch Coordinates County personnel, volunteers, and spontaneous volunteers. Develops and maintains a tracking system for assigned personnel and volunteers.	Human Resources Department
Facilities Branch	The Facilities Branch coordinates County facilities and facility maintenance support. Secures locations for incident lodging as necessary for EOC or other personnel.	Building Maintenance Division
Technical Systems Branch	The Technical Systems Branch maintains EOC Information systems oversight: phones, RACES, Alert and Warning Coordination, etc.	Information Services Division
EMD Coordinator	The EMD Coordinator provides subject matter expertise to section responders.	Riverside County Emergency Management Department

3.13.1.5 Finance/Administration Section

The Finance/Administration Section is responsible for all financial and cost tracking of an incident. These include recording personnel and equipment time; documenting and processing claims for accidents and injuries occurring at the OA EOC and keeping a running tally of the costs associated with the incident.

Table 3.13.1.5

EOC Position	Definition	Position Staffing
Finance/Administration Section Chief	The Finance /Administration Section Chief executes financial components of the EOC Action Plan, provides disaster cost projections to the Management Section and tracks all incident related costs.	Finance Director
Response/Recovery Cost Unit	The Response and Recovery Unit collects and analyze response and recovery processes.	Finance Department
Timekeeping Unit	The Timekeeping Unit is responsible to obtain and track all costs and documentation related to personnel time worked.	Finance Department
Compensation/Claims Unit	The Compensation/Claims Unit oversees the processing of claims (workers compensation, property, or liability).	Risk Management Division

3.13.2 Emergency Support Functions (ESF)

Riverside County has adopted the concept of ESFs from the Federal National Response Framework for the coordination and organization of EOC operations. As utilized by the County, an ESF represents functional activities needed during local emergency response. Appropriate departments will be charged with the “coordinating” responsibility for each ESF. Several other departments may support the coordinating department and a department may be involved in multiple ESFs.

ESFs are organized by emergency functions in the table below. Some coordinating departments responsible for an ESF may have a statutory responsibility to perform that function. Other departments are assigned the “coordinating” responsibility based on subject-matter expertise.

When the EOC is activated, the coordinating ESF departments will send a qualified representative to the EOC or appropriate DOC to coordinate that ESF, as needed.

Riverside County Emergency Support Functions

Table 3.13.2

Emergency Support Function	Definition	Lead Department	Support Department
ESF #1 Transportation	The Transportation Emergency Support Function coordinates the resources (human, technical, equipment, facility, materials, and supplies) of member agencies to support emergency transportation (air, ground, and water) needs during an emergency/disaster situation. In addition, assists in the management of transportation systems and	Riverside County Transportation & Land Management Agency	Riverside County Economic Development Agency Riverside County Emergency Management

Emergency Support Function	Definition	Lead Department	Support Department
	infrastructure during domestic threats or in response to incidents.		Purchasing & Fleet Services Riverside County Waste Resources
ESF #2 Communications	The Communications Emergency Support Function provides provisions for communications support before, during, and after an emergency/disaster situation. The Communications function coordinates communications resources (equipment, services, and personnel) that may be available from a variety of sources (i.e., County departments, state & federal agencies, voluntary groups, the telecommunications industry, etc.) before and/or after the activation of the Operational Area Emergency Operations Center.	Riverside County Information Technology	CAL FIRE/Riverside County Fire Department Riverside County Economic Development Agency Riverside County Emergency Management RUHS Public Health
ESF #3 Construction & Engineering	The Construction & Engineering Emergency Support Function facilitates the delivery of services, technical assistance, engineering expertise, construction management and other support to local jurisdictions.	Riverside County Transportation & Land Management Agency	Riverside County Economic Development Agency Riverside County Emergency Management Riverside County Flood Control & Water Conservation District Riverside County Transportation & Land Management Agency Riverside County Waste Resources
ESF #4 Fire & Rescue	The Fire & Rescue Emergency Support Function monitors the status of fire mutual aid activities. Provides support related to	CAL Fire/Riverside County Fire	Riverside County Emergency Management

Emergency Support Function	Definition	Lead Department	Support Department
	the detection and suppression of urban, rural and wildland fires and emergency incident scene rescue activities and provides personnel, equipment, and supplies to support local jurisdictions' disaster condition or event in accordance with Fire and Rescue Mutual Aid Plans.		Riverside County Economic Development Agency
ESF #5 Management Command and Control	The Management Command and Control Emergency Support Function coordinates and resolves issues among the four phases of emergency management to ensure consistency in the development and maintenance of the EOP annexes. During emergencies, serves in an advisory capacity to the EOC Director.	Riverside County Emergency Management	Riverside County Board of Supervisors Riverside County Counsel CAL FIRE/Riverside County Fire Department Riverside County Executive Office Riverside University Health System - Public Health Riverside County Sheriff Riverside County Transportation & Land Management Agency
ESF #6 Care & Shelter	The Care and Shelter Emergency Support Function coordinates actions to assist responsible jurisdictions with the needs of victims displaced during an incident including sheltering, food assistance, clothing, non-medical and medical care, behavioral health care, family reunification, and victim recovery.	Riverside County Department of Public Social Services	Riverside County Animal Control CAL FIRE/Riverside County Fire Department Riverside County Economic Development Agency

Emergency Support Function	Definition	Lead Department	Support Department
			Riverside County Emergency Management Riverside County Environment Health Riverside County Office of Aging Riverside County Probation Riverside County Purchasing Riverside University Health System - Public Health Riverside County Transportation & Land Management Agency Riverside County Waste Resources
ESF #7 Resource Management	The Resource Management Emergency Support Function coordinates and supports the resource management process that plans, implements, and controls the efficient, effective flow of goods, services, and related information from the point of origin to the point of consumption during emergency response and recovery phases. Coordinates plans and activities to locate, procure and pre-position resources to support emergency operations.	Riverside County Emergency Management Riverside County Purchasing & Fleet Services	Riverside County Agricultural Commissioner Riverside County Animal Control Riverside County Economic Development Agency Riverside County Environment Health Riverside County Flood Control &

Emergency Support Function	Definition	Lead Department	Support Department
			Water Conservation District Riverside County Human Resources Riverside County Information Technology Riverside County Office of Aging Riverside County Probation Riverside County Department of Public Social Services Riverside County Purchasing Riverside County Registrar of Voters RUHS Public Health Riverside County Sheriff Riverside County Transportation & Land Management Agency Riverside County Veteran’s Services Riverside County Waste Resources
ESF #8 Public Health &	The Public Health & Medical Emergency Support Function coordinates Public Health,	RUHS Public Health	Riverside County Animal Control

Emergency Support Function	Definition	Lead Department	Support Department
Medical	Behavioral Health, and Medical services in support of local jurisdiction needs for preparedness, response, and recovery from emergencies and disasters.	Riverside County Emergency Management Department	Riverside County Environment Health Riverside County Sheriff Riverside University Health System - Behavioral Health
ESF #9 Search & Rescue	<p>The Search & Rescue Emergency Support Function supports and coordinates personnel and equipment to search for and rescue missing or trapped persons.</p> <p><u>Law Enforcement - Search and Rescue (SAR):</u> Support and coordinate responses to search and rescue missing or lost persons or aircraft, high angle rock rope rescue, water rescues, and investigations of missing person incidents that may involve criminal acts.</p> <p><u>Fire – Urban Search & Rescue (USAR):</u> Support and coordinate responses to search and rescue victims of structure collapse, construction cave-ins, trenches, confined space, high angle structure rope rescue, and water rescues.</p>	<p>SAR Riverside County Sheriff</p> <p>USAR CAL Fire/Riverside County Fire</p>	<p>Riverside County Emergency Management</p> <p>Riverside County Flood Control & Water Conservation District</p> <p>Riverside County Transportation & Land Management Agency</p> <p>Riverside County Waste Resources</p>
ESF #10 Hazardous Materials	The Hazardous Materials Emergency Support Function coordinates resources and supports the responsible jurisdictions to prepare for, prevent, minimize, assess, mitigate, respond to and recover from a threat to the public or environment by actual or potential hazardous materials releases.	Riverside County Fire Riverside County Environment Health	Riverside County Emergency Management Riverside County Waste Resources
ESF #11 Food & Agriculture	The Food and Agricultural Emergency Support Function supports the responsible jurisdictions and coordinates activities during emergencies impacting the agriculture and food industry and supports the recovery of impacted industries and	Riverside County Agricultural Commissioner’s Office	Riverside County Animal Control Riverside County Emergency Management

Emergency Support Function	Definition	Lead Department	Support Department
	resources after incidents.		Riverside County Environment Health Riverside County Waste Resources
ESF #12 Utilities	The Utilities Emergency Support Function provides resources and support to responsible jurisdictions (both public and private) responding to or recovering from shortages and disruptions in gasoline, electricity, water, wastewater, telecommunications, fuels, and natural gas in affected areas after emergencies or disaster events. Monitors and coordinates with the suppliers of utilities to ensure that they are available and deliverable for normal community functioning.	Riverside County Emergency Management	CAL FIRE/Riverside County Fire Department Riverside County Flood Control & Water Conservation District Riverside County Information Technology
ESF #13 Law Enforcement	The Law Enforcement Emergency Support Function coordinates law enforcement personnel and equipment to support law enforcement, coroner activities, and public safety in accordance with Law Enforcement and Coroner’s Mutual Aid Plans.	Riverside County Sheriff	Riverside County Emergency Management CAL FIRE/Riverside County Fire Department Riverside County District Attorney Riverside County Probation
ESF #14 Long-Term Recovery	The Long-Term Emergency Support Function supports economic recovery of communities from the long-term consequences of emergencies and disasters.	Riverside County Emergency Management	Riverside County Assessor Clerk Recorders Office Riverside County Auditor-Controller’s Office CAL FIRE/Riverside County Fire Department

Emergency Support Function	Definition	Lead Department	Support Department
			Riverside County Economic Development Agency Riverside County Sheriff Riverside University Health System - Public Health Riverside County Transportation & Land Management Agency Riverside County Department of Public Social Services Riverside County Purchasing & Fleet Services
ESF #15 Public Information	The Public Information Emergency Support Function disseminates accurate, coordinated, timely and accessible information regarding emergencies to affected audiences, including government, media, the private sector and the local populace before, during, and following a disaster.	Riverside County Executive Office	Riverside County Counsel Riverside County Emergency Management CAL FIRE/Riverside County Fire Department Riverside County District Attorney Riverside County Flood Control Riverside County Information

Emergency Support Function	Definition	Lead Department	Support Department
			Technology Riverside University Health System - Public Health Riverside County Transportation & Land Management Agency
ESF #16 Evacuation and Re-entry	The Evacuation and Re-Entry Emergency Support Function supports jurisdictions in the safe evacuation and re-entry of persons, domestic animals, and livestock from hazardous areas.	Riverside County Sheriff	Riverside County Agricultural Commissioner Riverside County Emergency Management Riverside County Environment Health Riverside County Office of Aging Riverside University Health System - Public Health
ESF #17 Volunteer and Donations Management	The Volunteer and Donations Management Emergency Support Function supports jurisdictions use of affiliated and spontaneous unaffiliated volunteers, organizations, and donations to support incidents.	Human Resources/Riverside County Emergency Management	Riverside County Animal Control CAL FIRE/Riverside County Fire Department Riverside County District Attorney Riverside County Office of Aging Riverside County Department of Public Social

Emergency Support Function	Definition	Lead Department	Support Department
			<p>Services</p> <p>Riverside University Health System - Public Health</p> <p>Riverside County Transportation & Land Management Agency</p>
<p>ESF #18 Multi-Agency Coordination System</p>	<p>The Multi-Agency Coordination System Emergency Support facilitates allocating scarce resources by utilizing a standardized business process for prioritizing multiple requests of resources. The activation of a multi-agency coordination system would be necessary for an incident that is too large in scale for a single jurisdiction or grows beyond the capabilities of the local response efforts.</p>	<p>Policy Group</p> <p>Riverside County Executive Office</p>	<p>Riverside County Emergency Management</p> <p>CAL FIRE/Riverside County Fire Department</p> <p>Riverside County Information Technology</p> <p>Riverside County Sheriff</p> <p>RUHS Public Health</p>
<p>ESF #19 Debris Management</p>	<p>The Debris Management Emergency Support Function procedures facilitate removal and recovery of debris resulting from natural and technological disasters or other major incidents. The goal will be to use existing solid waste best practice strategies and methods to reduce, reuse, recycle, or recover, with landfill as a final option. Debris Management staff will help establish priorities for the allocation of resources, collaborate with damage assessment team needs, physically remove debris, open transportation routes, and, if needed, locate temporary storage sites for the collection and recovery of debris.</p>	<p>Riverside County Waste Management</p>	<p>Riverside County Emergency Management</p>
<p>ESF #20 Animal Care</p>	<p>The Animal Care Emergency Support Function coordinates public and private</p>	<p>Riverside County Animal Services</p>	<p>Riverside County Emergency</p>

Emergency Support Function	Definition	Lead Department	Support Department
	sector resources to meet the animal service needs during an emergency including: rescue and capture animals that have escaped confinement, evacuation, transportation, sheltering, medical care, quarantine, and disposal of dead animals		Management Riverside County Environment Health Riverside County Purchasing & Fleet Services Riverside University Health System - Public Health
ESF #21 Continuity of Operations/ Continuity of Government	The Continuity of Operations (COOP)/Continuity of Government Emergency Support Function assists in the planning that will ensure that essential government functions continue after a significant event that impacts functions or infrastructure.	Riverside County Emergency Management	All Departments

3.13.3 Joint Information Center

A Joint Information Center (JIC) is a central location that facilitates operation of the Joint Information System (JIS). It is a location where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions. The JIC isn't the same as the JIS and doesn't replace the JIS. The JIS is a way of operating; the JIC is one location where the operation takes place. JICs may be established at the OA EOC, incident sites, or can be components of Federal, State, tribal, territorial, regional or local MACs.

A single JIC location is preferable, but the system is flexible and adaptable enough to accommodate virtual or multiple JIC locations, as required. For example, multiple JICs may be needed for complex incidents spanning wide geographic areas or multiple jurisdictions. Each JIC must have procedures and protocols to communicate and coordinate effectively with other JICs.

3.13.4 Emergency Proclamations

A Local Emergency may be proclaimed by the City Council or by the Director of Emergency Services (City Manager) as specified by City of Coachella Municipal Code Chapter 2.56. A Local Emergency proclaimed by the Director of Emergency Services must be ratified by the City Council within seven days. The governing body must review the need to continue the proclamation at least every thirty days until the Local Emergency is terminated or may expire. The Local Emergency may be terminated by resolution when conditions warrant. Proclamations are normally made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the city caused by natural or man-made situations. The proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request that the Governor proclaim a State of Emergency;
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property,

including issuing orders or regulations imposing a curfew within designated boundaries;

- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements;
- Request county, state agencies and other jurisdictions to provide mutual aid;
- Require the emergency services of any local official or employee;
- Requisition necessary personnel and materials from any local department or agency;
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use;
- Impose penalties for violation of lawful orders and
- Conduct emergency operations without incurring legal liability for performance or failure of performance (see Article 17 of the Emergency Services Act for privileges/immunities).

3.13.5 State of Emergency

A State of Emergency may be proclaimed by the Governor when:

- Conditions of disaster or extreme peril exist which threaten the safety of persons and property within the state caused by natural or man-made incidents;
- The Governor is requested to do so by local authorities;
- The Governor finds that local authority is inadequate to cope with the emergency and
- Mutual aid shall be rendered in accordance with approved emergency plans when the need arises in any county, city and county, or city for outside assistance.

When a State of Emergency has been proclaimed:

- The Governor shall, to the extent deemed necessary, have the right to exercise all police power vested in the state by the Constitution and the laws of the State of California within the designated area;
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency;
- The Governor may suspend the provisions of orders, rules or regulations of any state agency and any regulatory statute or statute prescribing the procedure for conducting state business and
- The Governor may commandeer or make use of any private property or personnel (other than the media) in carrying out the responsibilities of their office.
- The Governor may promulgate, issue, and enforce orders and regulations deemed necessary

3.13.6 State of War Emergency

Whenever the Governor proclaims a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply, additionally:

- All state agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor which are made or given within the limits of his authority as provided for in the Emergency Services Act.

3.14 Continuity of Government

Continuity of Government (COG) is the principle of establishing defined procedures that allow a government to continue its essential operations in case of a catastrophic event and ensure an enduring constitutional government. The essential functions are normal operations not disaster response functions. Continuity of Government is operationalized through the Continuity of Operations Plan which specifies essential functions, alternate facilities, and lines of succession.

3.14.1 Lines of Succession

The first step in assuring continuity of government is to have personnel who are authorized and prepared to carry out emergency actions for government in the event of a natural, technological, or national security disaster. Article 15, Section 8638 of the Emergency Services Act authorizes governing bodies to designate and appoint three standby officers for each member of the governing body and for the chief executive, if not a member of the governing body. Standby officers may be residents or officers of a political subdivision other than that to which they are appointed.

Notification of any successor changes shall be made through the established chain of command. Article 15, Section 8637 of the Emergency Services Act authorizes political subdivisions to provide for the succession of officers (department heads) having duties related to law and order and/or health and safety.

Article 15, Section 8642 of the Emergency Services Act authorizes local governing bodies to convene as soon as possible whenever a State of War Emergency, State of Emergency, or Local Emergency exists, and at a place not necessarily within the political subdivision. Article 15, Section 8643 of the Emergency Services Act describes the duties of a governing body during emergencies as follows:

- Ascertain the damage to the jurisdiction and its personnel and property;
- Reconstitute itself and any subdivisions and
- Perform function in preserving law and order and furnishing local services.

3.14.3 Departmental Lines of Succession

Should the City Manager be unavailable or unable to serve, the positions listed below, in order, shall act as the City's Director of Emergency Services. The individual who serves as acting director shall have the authority and powers of the Director and will serve until the Director is again able to serve, or until a successor has been appointed by the City Council.

1st Alternate: Assistant City Manager

2nd Alternate: Public Works Director

3rd Alternate: Finance Director

3.14.3 Vital Record Retention

Vital records include those records that are essential to the rights and interests of individuals, governments, corporations, and other entities such as vital statistics, land and tax records, license registers, articles of incorporation, and historical information. Vital records also include those records essential for emergency response and recovery operations, including utility system maps, emergency supplies and equipment locations, emergency operations plan and procedures, and personnel rosters.

The preservation of vital records is critical to the City's recovery from a catastrophic event. In addition to the information retrieval requirements of response, each response function has a record-keeping component. Although the principal focus of vital records preservation is to support recovery through reimbursement of disaster-related costs, vital records also have a broader and more important function in that they help to describe a reasonably complete compilation of damage, death, physical and mental trauma, and allocation of public and private resources, making it possible to learn from the disaster experience. Vital records for the City are maintained by the City Clerk's Office.

These vital records are essential to the re-establishment of normal government functions for the City of Coachella, serving to protect the rights and interests of government which are encapsulated in the constitutions, charters, statutes,

ordinances, court records, official proceedings, and financial records of the City of Coachella. Vital records of the City of Coachella are routinely stored in the City Clerk's Office.

3.14 Training, Documentation and Exercises

The appropriate SEMS/NIMS/ICS training will be provided to all public safety, EOC, and first responder personnel. Each city department is responsible to schedule and document emergency management training for their employees that have been designated with an emergency role.

The core ICS training courses have been revised to reflect lessons learned since their release in 2006. The courses of training will be selected from the following list, commensurate with individual and supervisory responsibilities:

- Introduction to SEMS;
- IS-100.b: Introduction to Incident Command System, ICS 100;
- IS-200.b: ICS for Single Resources and Initial Action Incidents, ICS 200;
- IS-700.a: NIMS An Introduction;
- IS-800.b: National Response Framework, An Introduction;
- ICS-300: Intermediate ICS for Expanding Incidents and
- ICS-400: Advanced ICS Command and General Staff—Complex Incidents

The City of Coachella Emergency Management Division is responsible for coordination and scheduling of regular exercises of this plan to train all necessary City staff in the EOC and proper response to disaster situations.

There are additional courses designed to enhance skills development and are geared towards fulfilling SEMS/NIMS credentialing tracks. City departments should document the training provided to emergency response personnel. Copies of SEMS/NIMS training records are maintained by the department as follows:

- An individual training record for each person, kept in their personnel file, or in a separate training record file. The name of the course, instructor, location, and date of the course should be included in the training record;
- Maintenance of the individual training record for as long as the person is employed in a position that involves an emergency response role. Records of personnel involved in an actual emergency are archived for five years after the close of a disaster or indefinitely and
- Documentation of the agency's SEMS/NIMS training program including copies of the training materials used, such as instructor syllabus, lesson plans, student notebook, exercises and tests.

Exercises, drills, and actual incidents are a means for improving plans and systems through evaluation of the response activities. Exercises also encourage participation from Operational Area jurisdictions for effective coordination of disaster response capabilities. An After Action Report will be developed for exercises and actual incidents. In addition, a Corrective Action Plan process will be completed for implementing improvements outlined in AARs. This system is in accordance with the guidance on SEMS/NIMS implementation.

An exercise is a simulation of a series of emergencies for identified hazards affecting the County. During these exercises, emergency response organizations are required to respond as though a real emergency had occurred. If necessary, the public will be made aware of these exercises through normal media communications. Tabletop, Functional, and Full-Scale exercises will be conducted utilizing the concepts and principles of the SEMS/NIMS. Tabletop, Drills, Functional, and Full-Scale exercises will be conducted utilizing the concepts and principles of the SEMS/NIMS and the Homeland Security

Exercise and Evaluation Plan.

Tabletop exercise: A tabletop exercise is typically held in an informal setting intended to generate discussion of various issues regarding a hypothetical, simulated emergency. Tabletop exercises are a way to provide convenient and low-cost training.

Drills: A drill is a coordinated, supervised activity usually employed to validate a specific operation or function in a single agency or organization. Drills are commonly used to provide training on new equipment, develop or validate new policies or procedures, or practice and maintain current skills.

Functional Exercise: Functional exercises are designed to validate and evaluate capabilities, multiple functions and/or sub-functions, or interdependent groups of functions. Functional exercise is typically focused on exercising plans, policies, procedures, and staff members involved in management, direction, command, and control functions. A functional exercise is conducted in a realistic, real-time environment; however, movement of personnel and equipment is usually simulated.

Full-Scale Exercise: Full scale exercises simulate an actual emergency. They typically involve complete emergency management staff and are designed to evaluate the operational capability of the emergency management system.

The County Emergency Management Department will inform City and Operational Area partners of training and exercise opportunities associated with emergency management. Those with responsibilities under this plan must ensure their personnel partake in training and exercises to effectively carry out their disaster responsibilities. An actual EOC activation may take the place of a scheduled exercise.

3.15 Requirements of the Americans with Disabilities Act and California Access and Functional Needs Legislation

Access to emergency services shall not be denied on the grounds of race, color, national origin, sex, age, or handicap. To ensure that this goal is met, Title II of the ADA requires State and local governments to make their programs and services accessible to persons with disabilities. This requirement extends not only to physical access at government facilities, programs, and events -- but also to policy changes that governmental entities must make to ensure that all people with disabilities and others with access and functional needs can take part in, and benefit from, the programs and services of State and local governments.

The Americans with Disabilities Act of 1990 (ADA) signed into law on July 26, 1990, by President George H. W. Bush, is a broad civil rights law that prohibits discrimination against people with disabilities and others with access and functional needs, including but not limited to mobility, vision, hearing, cognitive disorders, mental illnesses, and language barriers. In 2008, President George W. Bush signed an updated version of the ADA, which is known as the ADA Amendments Act (ADAAA). The revised law broadens the scope of the definition of what it means to have a disability. These changes went into effect January 1, 2009. These amendments make it easier for individuals who require whole community support services to seek protection under the law.

According to a 2010 study, there are almost 11 million people who require access to Whole Community Support Services in California. The lessons documented from the years of assisting individuals who require whole community support services in disasters show three areas that are repeatedly identified as most important to these individuals: communications (alert, warning, notification), evacuation (transportation), and sheltering. California Assembly Bill 2311 (Brown, Chapter 520, Statutes of 2016), added California Government Code section 8593.3, which requires each county and city to integrate access and functional needs upon the next update to its emergency response plan. The new

Government Code reads:

8593.3. (a) A county, including cities, shall, upon the next update to its emergency plan, integrate access and functional needs into its emergency plan by addressing, at a minimum, how the access and functional needs population is served by the following:

- (1) Emergency communications, including the integration of interpreters, translators, and assistive technology.
- (2) Emergency evacuation, including the identification of transportation resources and resources that are compliant with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) for individuals who are dependent on public transportation.
- (3) Emergency sheltering, including ensuring that designated shelters are compliant with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) or can be made compliant through modification and that showers and bathrooms are fully accessible to all occupants.

(b) For purposes of this section, the “access and functional needs population” consists of individuals who have developmental or intellectual disabilities, physical disabilities, chronic conditions, injuries, limited English proficiency or who are non-English speaking, older adults, children, people living in institutionalized settings, or those who are low income, homeless, or transportation disadvantaged, including, but not limited to, those who are dependent on public transit or those who are pregnant.

The City will make every effort to address the needs of individuals who require whole community support services. Initially, priorities are focused on lifesaving operations, evacuations and stabilization of the incident. The City will take into consideration the needs of individuals such as issues with communications, mobility, and accessibility.

Cal OES Office of Access and Functional Needs

The County Operational Area receives guidance from the California Governor’s Office of Emergency Services (Cal OES), Office of Access and Functional Needs. The Cal OES Office of Access and Functional Needs has made resources available to assist communities as they integrate access and functional needs within their emergency planning. Two such tools are:

The Cal OES Access and Functional Needs Web Map

To empower emergency managers to identify the access and functional needs-related assets and resources needed to support the health and independence of survivors, the Cal OES Office of Access and Functional Needs partnered with the Cal OES’ GIS Division to create the [California AFN Web Map](#) – the first-ever searchable, comprehensive, statewide resource for locating AFN-related assets and resources in California.

Using data from the U.S. Census, the web map contains the following information for every county in the State of California:

- Disability - Total number of individuals in each county with a disability, listed into four categories: hearing difficulty; vision difficulty; cognitive difficulty; and ambulatory difficulty.
- Culture - The ethnicity and primary language(s) spoken at home within each county.
- Age - The age (across the life spectrum) of individuals in every county.

The web map outlines where each of the following resources are located:

- Accessible Hygiene Resources - Showers, toileting, and hand washing stations that meet Americans with

Disabilities Act (ADA) standards.

- Accessible Transportation - Organizations providing public transportation services to seniors and individuals with disabilities that meet Americans with Disabilities Act (ADA) standards.
- American Sign Language Interpreting Services - Organizations providing interpretation services for individuals who are deaf or hard of hearing.
- Assistive Technology - Organizations providing devices, equipment or technology systems, and services for individuals with disabilities.
- Community Emergency Response Teams (CERT) Programs - Local programs that educate individuals about disaster preparedness and train them in basic disaster response skills.
- Independent Living Centers - Community-based, non-profit organizations designed and operated by individuals with disabilities.
- Language Translation Services - Organizations providing written text or interpretation services in a language other than English.
- Regional Centers - Non-profit private corporations that contract with the Department of Developmental Services to provide or coordinate services and support for individuals with developmental disabilities.

The Cal OES Office of Access and Functional Needs Library

In order to ensure that community leaders, state agencies, advocacy organizations, emergency managers and others have the best and most current access and functional needs-related planning resources available in an easy to access, one-stop-shop central repository, we created the [OAFN Library](#). The OAFN Library is a comprehensive clearinghouse for access and functional needs-specific best practices, guidance documents, videos, and more. For additional questions regarding access and functional needs contact the Cal OES Office of Access and Functional needs at: OAFN@caloes.ca.gov

3.16 Animal Care Considerations

The PETS Act (Pets Evacuation and Transportation Standards Act of 2006) directs that state and local emergency preparedness plans address the needs of people with pets and service animals after a major disaster, including the rescue, care and sheltering of animals. The PETS Act amends the Stafford Act, and requires evacuation plans to consider the needs of individuals with household pets and service animals, prior to, during, and after a major disaster or emergency. The County of Riverside has the department of animal services that will lead the effort to comply with the PETS Act.

In conjunction with the department of animal services, animal control officers and shelter attendants will provide for the coordination of evacuation and sheltering of household and service pets in the event of a disaster.

Shelter Name	Areas Served
Animal Friends of the Valleys	Canyon Lake, City of Lake Elsinore, City of Temecula, City of Murrieta
Beaumont Animal Control	City of Beaumont, Banning, Calimesa
Corona Animal Shelter	City of Corona
Moreno Valley Animal Shelter	City of Moreno Valley
Norco Animal Shelter	City of Norco
Palm Springs Animal Shelter	City of Palm Springs
Perris Animal Control	City of Perris (Animals go to Moreno Valley shelter)
Ramona Humane Society	Hemet, Homeland, Nuevo, Romoland, San Jacinto, Sun City, Winchester
Rancho Cucamonga Animal Shelter	City of Rancho Cucamonga

Rancho Mirage Animal Control	City of Rancho Mirage (Animals go to the Coachella Valley Animal Campus)
Riverside County Animal Shelter	Blythe
Riverside County Animal Shelter	Coachella Valley
Riverside County Animal Shelter	Western Riverside
Riverside County Animal Shelter	San Jacinto

These shelters also provide animal control services, shelter and rescue services in the event of animal evacuations.

3.17 Communications and Warning

Warning is the process of alerting governmental forces and the general public to the threat of imminent danger. Dependent upon the nature of the threat and the population group at risk, warning can originate at any level of government. Success in saving lives and property is dependent upon timely dissemination of warning and emergency information to persons in threatened areas. Local governments are responsible for warning the populations within their jurisdiction. Government officials accomplish this using various warning systems and devices that can originate or disseminate information from a central location that is staffed 24 hours a day, typically a communications center.

The City has access to several systems available through its partnership with the County that are described below for providing disaster information to the public to alert and warn them of impending danger.

3.17.1 Emergency Alert System (EAS)

The Emergency Alert System is designed for the broadcast media to disseminate emergency public information. This system enables the President, as well as federal, state, and local governments to communicate with the general public through commercial broadcast stations.

EAS is operated by the broadcast industry on a volunteer basis according to established and approved EAS plans, standard operating procedures, and within the rules and regulations of the Federal Communications Commission (FCC). EAS can be accessed at federal, state, and local levels to transmit essential information to the public. Message priorities under Part 73.922(a) of the FCC's rules are as follows:

- Priority One - Presidential Messages (carried live);
- Priority Two - EAS Operational (Local) Area Programming;
- Priority Three - State Programming and
- Priority Four - National Programming and News.

State programming originates from the state operations center and is transmitted through the state using the state's CLERS VHF/UHF radio relay stations. California has 30 EAS Operational Areas within radio reception range of EAS stations serving the area. The State message priorities are as follows:

- Priority One - Immediate and positive action without delay is required to save lives;
- Priority Two - Actions required for the protection of property and instructions to the public requiring expedient dissemination and
- Priority Three - Information to the public and all others.

Emergency information is broadcast directly through the transmitters to all broadcasters in the County of Riverside

simultaneously and to special districts and businesses with more than 100 employees, who by law must monitor this frequency. Emergencies that may warrant an alert include an avalanche, child abduction emergency, civil danger or emergencies, evacuations, law enforcement or fire warning, radiological or hazardous materials warnings, flash flooding, and severe weather warnings.

In the County of Riverside, the EAS is administered under the authority of the Riverside County Sheriff. Any official requesting an EAS warning or message will request such through the Sheriff’s Office Watch Commander or County Fire Department. Messages in the County of Riverside will be disseminated through the Sheriff’s Communications Center. The message must be a voice message that can be prerecorded. All OA partners are authorized to request an EAS activation.

If the Local Programming (LP) 1 EAS station receives an EAS message request, the station will call-back the requesting communication center using the phone number provided on the separate list to verify authenticity of request. A list of phone numbers for communications centers is provided separately for authentication. It is not for public release, but only for those with a need to know.

Monitor Assignments

This FCC Local Area is divided into five (5) Zones comprising two of the largest counties in the United States. No one broadcast station covers one entire county. There are a few locations without adequate California coverage due to terrain and distances. Stations monitor each other for redundancy.

Station/Facility	Monitors
Zone1: INLAND EMPIRE EAS ZONE	
LP1 KFRG 95.1 MHz Simulcast KXFG 92.9 MHz	KFI 640, KGGI (FM) 99.1, CLERS 158.790 KNWS 162.450 Santa Ana for San Diego NWS
LP2 KGGI 99.1 MHz	KFRG 95.1, NWS 162.45, CLERS 158.790, KFI 640
Zone 2. COACHELLA VALLEY EAS ZONE	
LP1 KDES 104.7 MHz	KFRG 95.1, NWS 162.400, CLERS 158.790, KCLB 93.7, KFI 640
LP2 KCLB 93.7 MHz	KDES 104.7, NWS 162.400, CLERS 158.790, KFRG 95.1
Zone 3. VICTOR VALLEY EAS ZONE	
LP1 KZXY 102.3 MHz	KGGI 99.1, KFI 640, CLERS 155.910, NWS San Diego 162.550 (No LP2)
Zone 4. MOJAVE DESERT EAS ZONE	
LP1 KHWY 98.9 MHz*	KFI 640, KJAT 105.3
KRXV 98.1 MHz*	NWS Las Vegas or San Diego to telephone when alert imminent *
KHYZ 99.7 MHz* (*Trimulcast) (No LP2)	CLERS 155.910 Government Peak
Zone 5. SOUTH WEST (SW) RIVERSIDE EAS ZONE	
LP1 KATY 101.3 MHz	KXFG 92.9 MHz, KFI 640 KHz
(No LP2)	NWS Las Vegas or San Diego to telephone when alert imminent *
LP2 KXFG 92.9 MHz	KATY 101.3, KFI 640, KWRP

* Area of incomplete or no NWR coverage, telephone alert arranged with appropriate NWS facility

All stations and CATV control points must monitor two of the following:

- LP1 Station for their area;

- LP2 Station for their area;
- Out-of-area LP1 (such as KFI, Los Angeles) and
- NWR, CLERS or EDIS if capable of being received.

Stations unable to reliably receive the LP-1, LP1S, or an LP-1 alternate, must monitor the LP-2 station and one other assignment from paragraph 1.2 above.

In addition, but not in lieu of, any other station listed above are recommended monitoring.

3.17.1.1 Integrated Public Alert and Warning System

Mass media used to alert and warn the American public must now incorporate the use of technologies needed to reach people with disabilities and others with access and functional needs. Executive Order 13407 requires FEMA to “include in the public alert and warning system the capability to alert and warn all Americans, including those with disabilities.” In response, FEMA established the Integrated Public Alert and Warning System (IPAWS).

FEMA’s IPAWS allows authorities to send Wireless Emergency Alerts (WEAs), which are geographically targeted, text-like alerts to the public via their wireless handsets. WEAs use a unique signal and vibration to attract attention, which may be helpful to individuals with hearing or vision loss. Industry partners develop content and/or devices that can be used by individuals with disabilities and others with access and functional needs to receive emergency alerts. The public doesn’t need to sign up to receive WEAs and wireless customers are not charged for the delivery of WEA messages. Wireless carriers sell WEA capable phones with the service already included.

FEMA’s IPAWS also allows authorities to send messages through traditional media sources, such as television, radio, etc. along with social media, NOAA alerts, and electronic roadway signs.

Local alerting authorities must complete the necessary authentication steps to use the Integrated Public Alert and Warning System (IPAWS). Riverside and San Bernardino Counties, as a Local Emergency Communications Committee (LECC), are authorized to use IPAWS.

3.17.2 National Warning System (NAWAS)

NAWAS is a dedicated wire-line system that provides two-way voice communications between the federal warning center, state warning points and local warning points. If the situation ever presents itself, NAWAS is a nationwide system developed to send warnings of impending attack throughout the nation. The system may be activated from two federal facilities that are staffed 24 hours daily: The National Warning Center (North American Air Defense Command, Colorado Springs) and the Alternate National Warning Center (Olney, Maryland).

CALWAS is the State portion of NAWAS that extends to communications and dispatch centers throughout the state. Both state and federal circuits are monitored 24 hours a day at the Warning Center, the alternate point, and each of the local warning points. Circuits then extend to county warning points. Counties not on this system will receive warning through other means (normally over the California Law Enforcement Telecommunications System (CLETS)).

NAWAS is tested three times daily at unscheduled times. Immediately following the NAWAS test through the Warning Center, the state conducts the CALWAS test through Cal OES. On alternate Wednesdays, the CHP conducts a test at 10:00 a.m. local time.

Backup communications systems for CALWAS alerts include:

- CESFRS - California Emergency Services Fire Radio System;
- CESRS - California Emergency Services Radio System;
- CLEMARS - California Law Enforcement Mutual Aid Radio System;
- CLERS - California Law Enforcement Radio System and
- CLETS - California Law Enforcement Telecommunications System.

3.17.3 California State Warning Center (CSWC)

The CSWC is a signal and information conduit for Cal OES and a central information hub for statewide emergency communications. The CSWC is under the command and direction of the CHP and staffed by sworn officers and civilian emergency services communications personnel. The CSWC provides service to all California law enforcement agencies and their officers 24 hours a day, 365 days a year. Additionally, the CSWC will provide how fire service agencies can communicate intelligence information to the FBI.

The following is a list of current functions and responsibilities of the CSWC:

- Facilitates multi-regional and statewide AMBER Alerts;
- Carries out critical incident notifications, warnings, and tactical alerts to all involved agencies and organizations;
- Conducts computer crime incident notifications;
- Conducts homeland security incident notifications;
- Conducts hazardous material notifications;
- Monitors natural disasters and coordinates emergency response;
- Monitors and maintains state and national emergency response communications;
- Conducts Governor and executive staff notifications and
- Facilitates toxic call-outs.

3.17.4 Operational Area Satellite Information System (OASIS)

OASIS is a system that consists of a communications satellite, multiple remote sites, and a hub that allows virtually uninterrupted communication between state, regional, and operational area level EOC's. The system, which uses technology similar to cellular telephones, has 60 channels. When a user picks up the line, the system automatically searches for the best available channel and can conduct six simultaneous voice conversations and one data channel at a rate of 9600 baud.

3.17.5 Emergency Digital Information System (EDIS)

The Emergency Digital Information Service (EDIS) delivers official information about emergencies and disasters to the public and the news media in California. California emergency bulletins posted to EDIS are available by email and pager from various providers. EDIS has been in operation since 1990 and was upgraded to add image and sound capabilities and to use an advanced satellite datacast technology for reliable statewide service in 1999. People and businesses can receive EDIS messages via their e-mail, wireless cell phone, or pager by registering on the EDIS webpage at <http://edis.oes.ca.gov/>.

3.17.6 Public Safety Enterprise Communication (PSEC)

PSEC is the County's standards-based P25 Phase II system, encrypted, digital radio system that provides communications and greater geographic coverage, reliability, access to data, and enhanced interoperability for Riverside County Fire, Riverside County Sheriff's Department, and non-public safety county departments.

3.17.7 County Disaster Net

The Riverside OA EOC staff uses a low-band radio to communicate countywide with other staff members as well as with City EOCs located in Western Riverside County. The capability exists to link the Western County Disaster Net with the Coachella Valley Disaster Net.

The County Alternate EOC in the Coachella Valley uses a VHF radio system to communicate internally and with City EOCs located in the Coachella Valley.

3.17.8 Satellite Telephones

The County EOC uses permanent and portable satellite phones to communicate with various cities and agencies that belong to the emergency managers talk group. Satellite phones utilize a high-powered satellite positioned in geostationary orbit, 22,300 miles in the sky, as a repeater. Satellite phones are also an alternate means of communications in the event communications systems are degraded.

3.17.9 Radio Amateur Civil Emergency Services (RACES)

The County utilizes the services of volunteer HAM radio operators to provide an alternate means of communications when primary systems are non-operational for communications where systems do not normally exist. Amateur radio operations are under the leadership of the Riverside County Emergency Management Department. Riverside County RACES members are registered disaster service workers licensed by the Federal Communications Commission (FCC) for amateur radio service.

3.17.10 Alert RivCo

The Alert RivCo system uses telephone calls, text messages, and emails to alert residents, and businesses in Riverside County with emergency notifications. The Alert RivCo system uses phone numbers in the region's 9-1-1 database to contact listed and unlisted landline telephones. It is TTY/TDD capable. If the call is picked up by an answering machine, the system will leave a voice message. In addition, Alert RivCo allows community members to register additional contact information not in the 9-1-1 database including Voice over Internet Protocol (VoIP) lines, cell phone numbers, and email addresses.

3.17.11 Social Media

The City uses several forms of social media to reach the community during emergency incidents, including Twitter, Facebook, and Instagram. The City also has websites (www.coachella.org) that may be used to post public information. In an emergency or disaster, the City's PIO or the EOC will post information to these accounts, as well as conduct social media monitoring for rumors and trends.

3.17.12 Relay Services

Free relay services are available within the State of California and anywhere in the United States by dialing 711. This service allows individuals with hearing or speech disorders to communicate with all telephone users.

3.17.13 SKYMARS

SKYMARS (Sky Mutual Aid Radio System). Mutual Aid talk group on the "Skycell" satellite based 2-way telephone/radio system. Used for interagency (Cal Fire, etc.) and Cal OES internal communications with mobile or portable units in remote

locations.

3.17.14 Green Phone

GREEN PHONE (Operational Dial Telephone) is primarily a redundant system. ODT is a State-owned network of dedicated telephone circuits using the State Public Safety microwave system and dedicated switches. Used to connect critical State dispatch and command facilities in case of PSTN failure

4.0 County of Riverside Recovery Operations

The recovery phase of an emergency or disaster is often defined as restoring a community to its pre-disaster condition. In other words, recovery refers to the measures taken by the City following a disaster that will return existence back to normal, or at least as normal as possible. Effective recovery consists of an array of interdependent and coordinated actions. The specific approach to recovery operations following a disaster will be determined by the location, type, magnitude, and effects of the incident. Recovery operations are divided into two phases; short term and long term.

4.1 Federal – Robert T Stafford Disaster Relief Act of 1974

The following is a brief overview of this program:

A Presidential Declaration of Major Disaster or Emergency is required to activate the provisions of this law. Eligible applicants include the following:

- State agencies;
- Counties;
- Cities;
- Special districts;
- Schools K-12;
- Colleges and institutions of higher education;
- Tribal Governments;
- Private non-profit organizations organized under § 501(c) 3 of the Internal Revenue Code;
- Utilities;
- Emergency agencies;
- Medical agencies;
- Custodial care organizations and
- Government services such as: community centers, libraries, homeless shelters, senior citizen centers, and similar facilities open to the general public.

4.2 Short Term Recovery

Short term recovery refers to the measures taken by the City following a disaster addresses the health and safety needs beyond rescue, the assessment of the scope of damages and needs, the restoration of basic infrastructure and the mobilization of recovery National Disaster Recovery Framework organizations and resources including restarting and/or restoring essential services for recovery decision-making. Effective recovery consists of a complex array of interdependent and coordinated actions. Recovery operations are divided into two phases; short term and long term.

The first phase of recovery operations is short term. The goal of short-term recovery is to restore local government services to at least minimal capacity operations. Short-term recovery includes:

- Assessment of the extent and severity of damages to homes and other property;
- Restoration of services generally available in communities - water, food, and medical assistance
- Repair of damaged homes and property;
- Professional counseling when the sudden changes resulting from the emergency have resulted in behavioral anguish and inability to cope;
- Utility and infrastructure restoration;
- Expanded social, medical, and behavioral health services;
- Re-establishment of County government operations;
- Transportation route restoration;
- Debris removal and clean-up operation and
- Abatement and demolition of hazardous structures.

4.3 Long Term Recovery

Long-term recovery consists of actions that will return government functions back to normal pre-disaster levels of service to facilitate the community recovery processes. Behavioral health services will be coordinated such as Critical Stress Debriefings for emergency response personnel, disaster service workers, and victims of the disaster/event.

It is critical that the documentation functions during response continue and expand into long term recovery. The major objectives of long-term recovery operations include:

- Coordinated delivery of long-term social and health services;
- Improved zoning regulations;
- Re-establishing the local economy to pre-disaster levels;
- Recovery of disaster response costs and
- Effective integration of hazard mitigation strategies into recovery planning and operations.

Failure to strictly account for damage documentation and personnel costs can result in loss of reimbursement.

4.4 Damage Assessment

During the early phase of a disaster, the initial damage from the disaster is estimated due to time constraints related to the response. Plans should include procedures for conducting more detailed surveys to be used in disaster project applications once the recovery process begins.

4.4.1 Structural Damage

Checklists and procedures for survey teams should include the following terms when describing damages, which are limited to the structure and not contents:

- Destroyed - Cost of repair is more than 75% of value;
- Major Damage - Cost of repair is greater than 10% of value and
- Minor Damage - Cost of repair is less than 10% of value.

4.4.2 Hazard Mitigation Grant Programs

The Hazard Mitigation Grant Program (HMGP) activities are aimed at reducing or eliminating future damages. Activities

include hazard mitigation plans approvable by FEMA and cost-effective hazard mitigation projects. HMGP grants are provided on a cost-share of 75% federal share and 25% non-federal share.

Disaster Mitigation Act of 2000 (DMA 2000) (Public Law 106-390) provides the legal basis for FEMA mitigation planning requirements for State, local and Indian Tribal governments as a condition of mitigation grant assistance. DMA 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by repealing the previous mitigation planning provisions and replacing them with a new set of requirements that emphasize the need for State, local, and Indian Tribal entities to closely coordinate mitigation planning and implementation efforts. The requirement for a State mitigation plan is continued as a condition of disaster assistance, adding incentives for increased coordination and integration of mitigation activities at the State level through the establishment of requirements for two different levels of state plans.

The Predisaster Hazard Mitigation Act of 2010 (H.R. 1746 111th) amended the Robert T. Stafford Relief and Emergency Assistance Act to reauthorize the pre-disaster mitigation program of the Federal Emergency Management System (Disaster Mitigation Act of 2000). This bill was enacted after being signed by the President on January 4, 2011. The Act states that each jurisdiction (counties, cities, towns, and special districts) must have a Local Hazard Mitigation Plan (LHMP) approved by Cal OES to be eligible for FEMA pre and post disaster mitigation funds. The objective of the LHMP is to save lives, preserve property, and protect the environment during times of disaster. The City participated in the DMA2000 program and adopted the City's Hazard Mitigation Plan in November 2018.

4.5 Disaster Assistance

Disaster assistance is divided into two forms: Individual and Public Assistance. Individual Assistance is provided by the Federal Emergency Management Agency (FEMA) to individuals and families who have sustained losses due to disasters. Public Assistance can fund the repair, restoration, reconstruction or replacement of a public facility or infrastructure damaged or destroyed by a disaster. Recovery plans should address both types of assistance, methods of acquiring help, restrictions, and other pertinent information. The state Natural Disaster Recovery Act (NDAA) requires documentation for damage sustained to the following:

- Public buildings;
- Levees;
- Flood control events;
- Irrigation works;
- City Roads and Streets

4.5.1 Federal Programs

Under federal disaster assistance programs, documentation must be obtained regarding damage sustained to:

- Roads;
- Water control facilities;
- Public buildings and related equipment;
- Public utilities;
- Facilities under construction;
- Recreational and parks facilities;
- Educational institutions and
- Certain private non-profit facilities.

The documentation information should include the location and extent of damage and estimates of costs for debris removal, emergency work, and repairing or replacing damaged facilities to pre-disaster conditions. The cost of compliance with building codes for new construction, repair, and restoration will also be documented.

These are only a few federal programs that can be activated under a presidentially declared disaster. Disaster assistance may also be altered by legislation passed at the time of the event. Other types of assistance may also be made available depending on the disaster.

4.5.2 Government Assistance to Individuals

Individual assistance consists of services provided to individuals and families.

- Disaster Housing Assistance Program - This is a federal program administered by FEMA that provides temporary housing to disaster victims during presidentially declared disasters.
- Disaster Mortgage and Rental Assistance Program - This program provides grants for home related mortgage or rent payments to disaster victims, who because of a disaster have lost their job or business and face foreclosure or eviction from their homes. It is a federal program available under a presidentially declared disaster.
- Housing and Urban Development (HUD) Program - This program is offered to families that meet certain income guidelines and may provide a percentage of the rental cost for a limited period to disaster victims. It is also available under a presidentially declared disaster.
- Small Business Administration (SBA) - This program is automatically implemented following a presidential disaster declaration for Individual Assistance or may be implemented at the request of the governor. It provides low interest loans to businesses and individuals who have suffered disaster losses.
- Individual and Family Grant Program (IFGP) - This is authorized only by a federal disaster declaration. It provides grants to disaster victims who are not eligible for SBA loans.
- Cora Brown Fund - This is authorized only by a federal disaster declaration. The fund provides disaster victims with assistance provided they are not eligible for any other disaster assistance award from the government or other organizations.

4.5.3 Public Assistance

Public assistance consists of various programs of disaster relief to the public and private non-profit sectors:

- Debris Management;
- Public Assistance (PA);
- Private Nonprofit Program (PNP);
- Safety Assessment Program (SAP);
- Technical Assistance Programs (TAP) and
- Laws and Regulations.

Public sector includes state and local government (city, county, special district). Private non-profit includes certain eligible Private Nonprofits (PNP) or an Intermediary PNP applicant to receive state assistance for extraordinary costs incurred while aiding at the request of local agencies during a state disaster event.

FEMA processes PA grant funding according to the type of work the applicant undertakes. Eligible work must be required because of the declared incident, be located in the designated area, be the legal responsibility of the applicant and be undertaken at a reasonable cost.

Eligible work is classified into the following categories:

Emergency Work

- Category A: Debris Clearance - Clearance of debris, wreckage, demolition, and removal of buildings damaged beyond repair.
- Category B: Protective Measures - Measures to eliminate or lessen immediate threats to life, public health, and safety.

Permanent Work

- Category C: Roads & Bridges - All non-emergency work and any that may require more time for decision-making, preparation of detailed design, construction plans, cost estimates, and schedules.
- Category D: Water Control Facilities - Includes flood control, drainage, levees, dams, dikes, irrigation works, and bulkheads.
- Category E: Public Buildings and Equipment - Buildings, vehicles or other equipment, transportation systems, fire stations, supplies or inventory, higher education facilities, libraries, and schools.
- Category F: Utilities - Water supply systems, sanitary sewerage treatment plants, storm drainage, and light/power.
- Category G: Other - Park facilities, public and private non-profit facilities, recreational facilities, and playground equipment.

Federal funding guidelines for each of these categories are listed in the Public Assistance Program and Policy Guide, which is located online at <https://www.fema.gov/media-library/assets/documents/111781>.

4.5.4 State – California Disaster Assistance Act (CDAA)

The California Disaster Assistance Act provides state financial assistance for recovery efforts to counties, cities, special districts, and certain eligible private non-profit agencies after a Cal OES Director's Concurrence or the Governor's Proclamation. CDAA may be implemented as a "stand alone" funding source following a state disaster.

CDAA is available to counties, cities, and special districts to repair disaster-related damages to public buildings, levees, flood control works, channels, irrigation works, city streets, county roads, bridges, and other public works except those facilities used solely for recreational purposes. This program offers a percentage of the eligible cost to: repair, restore, reconstruct or replace public property or facilities; to cover direct and indirect costs of grant administration with the Cal OES Director's concurrence; and to cover the cost of overtime and supplies used for response. The conditions for implementation of the CDAA are as follows:

- The Cal OES Director must concur with local emergency declaration for permanent restoration assistance;
- The Governor must proclaim a state of emergency for disaster response and permanent restoration assistance;
or
- The President must declare a major disaster or emergency for matching fund assistance for cost sharing required under federal public assistance programs.

4.6 Non-Governmental Organizations and Community Bases Organizations

Non-Governmental Organizations and Community-Based Organizations (CBO), such as the American Red Cross and the Salvation Army, may or will often provide support to individuals and households who are displaced by a disaster and work with governmental organizations to support the transition from care and shelter operations to interim housing arrangements. Community organizations active before a disaster may expand their services to meet increased needs. Such groups include faith-based organizations, neighborhood health clinics, and food distribution agencies. NGO and CBOs

may provide a range of services such as donations management, emergency food, clothing and shelter, behavioral and spiritual counseling, assist with non-hazardous debris removal from private property, as well as support of housing reconstruction. They provide these services independently or in coordination with federal, state, and local efforts.

4.7 Recovery Reporting and Documentation

Recovery documentation and reporting is the key to recovering eligible emergency response and recovery costs. Damage assessment documentation will be critical in establishing the basis for eligibility of disaster assistance programs. Without proper documentation the City may be liable to FEMA for disaster recovery funding.

4.7.1 After-Action Reporting

SEMS regulations require that jurisdictions complete an after AAR within 90 days after each emergency proclamation. Furthermore, the SEMS regulations under Title IX, Division 2, Chapter 1, Section 2450(a) requires any federal, state, or local jurisdiction proclaiming or responding to a Local Emergency for which the governor has declared a *State of Emergency* or *State of War Emergency* shall complete and transmit an AAR to Cal OES within 90 days of the close of the emergency period. Upon completion of the AAR, corrective actions are identified to make recommendations for correcting problems noted in the response/recovery effort, or during exercises and training. Depending on the level of the AAR, corrective action may encompass anything from detailed recommendations for improving individual agency plans and procedures to broader system-wide improvements. Priority corrective actions are assigned to relevant stakeholders and tracked to ensure the identified problem has been addressed.

4.7.2 Recovery Documentation

The recovery documentation information should include the location and extent of damage, and estimates of costs for debris removal, emergency work, and repairing or replacing damaged facilities to a non-vulnerable and mitigated condition. The cost of compliance with building codes for new construction, repair, and restoration will also be documented. The cost of improving facilities may be provided under federal hazard mitigation grant programs. Documentation is the key to recovering expenditures related to emergency response and recovery operations. Documentation must begin at the field response level and continue as the disaster unfolds. Included in the City EOC Planning/Intelligence Section is a Documentation Branch that will coordinate the collection of all incident documentation for dissemination and filing.

4.8 Joint Field Office

Following a Presidential Declaration of a Major Disaster or Emergency, a Joint Field Office (JFO) will be established in the proximity of the disaster area. The JFO provides the direction and coordination point for federal assistance. The State will appoint a State Coordinating Officer (SCO) to serve as the state point of contact. A Federal Coordinating Officer (FCO) is appointed upon a Presidential Declaration of an Emergency or Major Disaster. Typical functions of the JFO include:

- Management - Coordination of the overall federal assistance programs for Individual and Public Assistance, as well as any existing emergency work;
- Public Information - Overall direction of public news releases on the progress of the emergency recovery actions, public notices on obtaining assistance, problems, and other pertinent information;
- Liaison - Provides coordination and cooperation with other federal and state agencies;
- Operations - Responsible for damage survey teams, outreach activities, and program implementation (i.e., Public Assistance, Individual Assistance, Hazard Mitigation, etc.);
- Planning/Intelligence - Develops action plans, identifies priorities, potential problems, documents the overall recovery actions;

- Logistics - Provides materials and resources to perform the tasks associated with recovery and
- Finance/Administration - Tracks and monitors costs, approves purchases, audits activities as needed.

Mitigation is critical in reducing or eliminating disaster-related property damage and loss of lives. The immediate post-disaster period presents a rare opportunity for mitigation. During this time officials and citizens are more responsive to mitigation recommendations and unique opportunities to rebuild or redirect development may be available. Recovery plans benefit from addressing mitigation planning as part of the recovery process. The following issues represent some information that would be useful in recovery sections of emergency plans:

- Changes in building codes
- Variances or set-backs in construction
- Zoning, to reduce types of construction in high hazard areas
- Relocation or removal of structures from high hazard zones

Appendix A – Glossary of Terms

This list contains definitions of terms commonly used in Emergency Management, the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS) and the Incident Command System (ICS).

Action Plan: The plan prepared in the EOC containing objectives for the emergency response SEMS level reflecting overall priorities and supporting activities for a designated period. See also Incident Action Plan.

Activate: At a minimum, a designated official of the emergency response agency that implements SEMS as appropriate to the scope of the emergency and the agency's role in response to the emergency.

After Action Report: A report covering response actions, application of SEMS, modifications to plans and procedures, training needs, and recovery activities. After action reports are required under SEMS after any emergency which requires a declaration of an emergency. Reports are required within 90 days.

Agency: An agency is a division of government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a kind of assistance. In ICS, agencies are defined as jurisdictional (having statutory responsibility for incident mitigation) or assisting and/or cooperating (providing resources and/or assistance). (See Assisting Agency, Cooperating Agency and Multi-agency.)

Agency Dispatch: The agency or jurisdictional facility from which resources are assigned to incidents.

Agency Executive or Administrator: Chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

Agency Representative: An individual assigned to an incident or to an EOC from an assisting or cooperating agency that has been delegated authority to make decisions on matters affecting that agency's participation at the incident or at the EOC. Agency Representatives report to the Liaison Officer at the incident, or to the Liaison Coordinator at SEMS EOC levels.

Air Operations Branch Director: The person primarily responsible for preparing and implementing the air operations portion of the Incident Action Plan. Also responsible for providing logistical support to helicopters operating on the incident.

Allocated Resources: Resources dispatched to an incident.

Area Command: An organization established to: 1) oversee the management of multiple incidents that are each being handled by an Incident Command System organization; or 2) to oversee the management of a very large incident that has multiple Incident Management Teams assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure that incidents are properly managed, and ensure that objectives are met, and strategies followed.

Assigned Resources: Resources checked in and assigned work tasks on an incident.

Assignments: Tasks given to resources to perform within a given operational period, based upon tactical objectives in the Incident or EOC Action Plan.

Assistant: Title for subordinates of the Command Staff positions at the Field SEMS level. The title indicates a level of

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technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be used to supervise unit activities at camps.

Assisting Agency: An agency directly contributing tactical or service resources to another agency.

Available Resources: Incident-based resources which are available for immediate assignment.

Base: The location at an incident at which primary logistics functions for an incident are coordinated and administered. There is only one Base per incident. (Incident name or other designator will be added to the term "Base.") The Incident Command Post may be collocated with the Base.

Branch: The organizational level at the SEMS Field Level having functional or geographic responsibility for major parts of incident operations. The Branch level is organizationally between Section and Division/Group in the Operations Section, and between Section and Units in the Logistics Section. Branches are identified using Roman Numerals or by functional name (e.g., medical, security, etc.).

Branch Director: The ICS title for individuals responsible for supervision of a Branch at the Field Level. At SEMS EOC levels, the title Branch Coordinator is preferred.

Cache: A pre-determined complement of tools, equipment and/or supplies stored in a designated location, available for incident use.

Camp: A geographical site, within the general incident area, separate from the Incident Base, equipped and staffed to provide sleeping, food, water, and sanitary services to incident personnel.

Chain of Command: A series of management positions in order of authority.

Check-in: The process whereby resources first report to an incident or into an EOC. Check-in locations at the SEMS Field level include: Incident Command Post (Resources Unit), Incident Base, Camps, Staging Areas, Helibases, Helispots, and Division Supervisors (for direct line assignments).

Clear Text: The use of plain English in radio communications transmissions. No Ten Codes or agency specific codes are used when utilizing Clear Text.

Command: The act of directing, and/or controlling resources at an incident by explicit legal, agency, or delegated authority. May also refer to the Incident Commander.

Command Post: (See Incident Command Post)

Command Staff: The Command Staff at the SEMS Field level consists of the Information Officer, Safety Officer, and Liaison Officer. They report directly to the Incident Commander. They may have an assistant or assistants, as needed. These functions may also be found at the EOC levels in SEMS. At the EOC, they would report to the EOC Director but may be designated as Coordinators. At EOCs, the functions may also be established as Sections, or Branches to accommodate subsequent expansion.

Communications Unit: An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to provide the major part of an Incident Communications Center.

Compacts: Formal working agreements among agencies to obtain mutual aid.

Compensation/Claims Unit: Functional unit within the Finance/Administration Section responsible for financial concerns resulting from property damage, injuries or fatalities at the incident or within an EOC.

Complex: Two or more individual incidents located in the same general area that are assigned to a single Incident Commander or to a Unified Command.

Cooperating Agency: An agency supplying assistance other than direct tactical or support functions or resources to the incident control effort (e.g., American Red Cross, Telephone Company, etc.).

Coordination: The process of systematically analyzing a situation, developing relevant information, and informing appropriate command authority of viable alternatives for selection of the most effective combination of available resources to meet specific objectives. The coordination process (which can be either intra- or inter-agency) does not involve dispatch actions. However, personnel responsible for coordination may perform command or dispatch functions within the limits established by specific agency delegations, procedures, legal authority, etc. Multi-agency or Inter-agency coordination is found at all SEMS levels.

Coordination Center: Term used to describe any facility that is used for the coordination of agency or jurisdictional resources in support of one or more incidents.

Cost Sharing Agreements: Agreements between agencies or jurisdictions to share designated costs related to incidents. Cost sharing agreements are normally written but may also be verbal between authorized agency or jurisdictional representatives at the incident.

Cost Unit: Functional unit within the Finance/Administration Section responsible for tracking costs, analyzing cost data, making cost estimates, and recommending cost-saving measures.

Delegation of Authority: A statement provided to the Incident Commander by the Agency Executive delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints and other considerations or guidelines as needed. Many agencies require written Delegation of Authority to be given to Incident Commanders prior to their assuming command on larger incidents.

Demobilization Unit: Functional unit within the Planning Section responsible for assuring orderly, safe and efficient demobilization of incident or EOC assigned resources.

Department Operations Center (DOC): A facility used by a distinct discipline, such as flood operations, fire, medical, hazardous material, or a unit, such as Department of Public Works, or Department of Health. Department Operations centers may be used at all SEMS levels above the field response level depending upon the needs of the emergency.

Deputy Incident Commander: A fully qualified individual who, in the absence of a superior, could be delegated the authority to manage a functional operation or perform a specific task. In some cases, a Deputy could act as relief for a superior and therefore must be fully qualified in the position. Deputies may also be found as necessary at all SEMS EOC levels.

Disaster: A sudden calamitous emergency event bringing great damage loss or destruction.

Dispatch: The implementation of a command decision to move a resource or resources from one place to another.

Dispatch Center: A facility from which resources are assigned to an incident.

Division: Divisions are used to divide an incident into geographical areas of operation. Divisions are identified by alphabetic characters for horizontal applications and, often, by numbers when used in buildings. Divisions are also used at SEMS EOC levels and are found organizationally between Branches and Units.

Division or Group Supervisor: The position title for individuals responsible for command of a Division or Group at an Incident. At the EOC level, the title is Division Coordinator.

Documentation Unit: Functional unit within the Planning Section responsible for collecting, recording and safeguarding all documents relevant to an incident or within an EOC.

Emergency: A condition of disaster or of extreme peril to the safety of persons and property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.

Emergency Management Coordinator: The individual within each jurisdiction that is delegated the day to day responsibility for the development and maintenance of all emergency management coordination efforts.

Emergency Medical Technician (EMT): A health-care specialist with skills and knowledge in pre-hospital emergency medicine.

Emergency Operations Center (EOC): A location from which centralized emergency management can be performed. EOC facilities are established by an agency or jurisdiction to coordinate the overall agency or jurisdictional response and support to an emergency.

Emergency Operations Plan: The plan that each jurisdiction has and maintains for responding to appropriate hazards.

Emergency Response Agency: Any organization responding to an emergency, or providing mutual aid support to such an organization, whether in the field, at the scene of an incident, or to an operations center.

Emergency Response Personnel: Personnel involved with an agency's response to an emergency.

Emergency Services Director: The individual within each political subdivision that has overall responsibility for jurisdiction emergency management. For cities and counties, this responsibility is commonly assigned by local ordinance.

EOC Action Plan: The plan developed at SEMS EOC levels which contains objectives, actions to be taken, assignments and supporting information for the next operational period.

Event: A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts or sporting events.

Facilities Unit: Functional unit within the Support Branch of the Logistics Section at the SEMS Field Response Level that provides fixed facilities for the incident. These facilities may include the Incident Base, feeding areas, sleeping areas, sanitary facilities, etc.

Field Operations Guide: A pocket-size manual of instructions on the application of the Incident Command System.

Finance/Administration Section: One of the five primary functions found at all SEMS levels which is responsible for all costs and financial considerations. At the incident the Section can include the Time Unit, Procurement Unit, Compensation/Claims Unit and Cost Unit.

Food Unit: Functional unit within the Service Branch of the Logistics Section responsible for providing meals for incident and or EOC personnel.

Function: In ICS, function refers to the five major activities in the ICS, i.e., Command, Operations, Planning, Logistics and Finance/Administration. The same five functions also are found at all SEMS EOC levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, e.g., "the planning function."

Functional Element: Refers to a part of the incident, EOC or DOC organization such as section, branch, group or unit.

General Staff: The group of management personnel reporting to the Incident Commander or to the EOC Director. They may each have a deputy, as needed. At the Field SEMS level, the General Staff consists of the Operations Section Chief, Planning/Intelligence Section Chief, Logistics Section Chief, and Finance/Administration Section Chief. At the EOC levels, the position titles are Section Coordinators.

Ground Support Unit: Functional unit within the Support Branch of the Logistics Section at the SEMS Field Response level that is responsible for the fueling, maintaining and repairing of vehicles, and the transportation of personnel and supplies.

Group: Groups are established to divide the incident into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. (See Division.) Groups are located between Branches (when activated) and Resources in the Operations Section.

Helibase: The main location for parking, fueling, maintenance, and loading of helicopters operating in support of an incident. It is usually located at or near the incident base.

Helispot: Any designated location where a helicopter can safely take off and land. Some helispots may be used for loading of supplies, equipment, or personnel.

Incident: An occurrence or event, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Action Plan: The plan developed at the field response level which contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next operational period. The plan may be oral or written.

Incident Base: Location at the incident where the primary logistics functions are coordinated and administered. The Incident Command Post may be collocated with the Base. There is only one Base per incident.

Incident Commander: The individual responsible for the command of all functions at the field response level.

Incident Command Post (ICP): The location at which the primary command functions are executed. The ICP may be collocated with the incident base or other incident facilities.

Incident Command System (ICS): The nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

Incident Communications Center: The ICS facility designated for use by the Communications Unit and the Message Center.

Incident Management Team: The Incident Commander and appropriate General and Command Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for the selection of appropriate strategy(s), and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow for strategic and tactical alternatives.

Initial Action or Response: The actions taken by resources which are the first to arrive at an incident or the resources initially committed to an incident.

Jurisdiction: The range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority for incident mitigation. Jurisdictional authority at an incident can be political/geographical (e.g., special district city, county, state or federal boundary lines), or functional (e.g., Sheriff's Office, health department, etc.). (See Multi-jurisdiction.)

Jurisdictional Agency: The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

Landing Zone: (See Helispot.)

Leader: The ICS title for an individual responsible for a functional unit, task forces, or teams.

Liaison Officer: A member of the Command Staff at the Field SEMS level responsible for coordinating with representatives from cooperating and assisting agencies. At SEMS EOC levels, the function may be done by a Coordinator and/or within a Section or Branch reporting directly to the EOC Director.

Life-Safety: Refers to the joint consideration of both the life and physical well-being of individuals.

Local Government: Means local agencies per Article 3 of the SEMS regulations. The Government Code 8680.2 defines local agencies as any city, city and county, county, school district or special district.

Logistics Section: One of the five primary functions found at all SEMS levels. The Section responsible for providing facilities, services and materials for the incident or at an EOC.

Management by Objectives: In SEMS field and EOC levels, this is a top-down management activity which involves a three-step process to achieve the desired goal. The steps are: establishing the objectives, selection of appropriate strategies to achieve the objectives; and the direction or assignments associated with the selected strategy.

Master Mutual Aid Agreement: An agreement entered into by and between the State of California, its various

departments and agencies, and the various political subdivision, municipal corporations, and other public agencies of the State of California to assist each other by providing resource during an emergency Mutual aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other to prevent and combat any type of disaster or emergency.

Medical Unit: Functional unit within the Service Branch of the Logistics Section at SEMS Field levels responsible for the development of the Medical Emergency Plan, and for providing emergency medical treatment of incident personnel.

Message Center: The Message Center is part of the Incident or EOC Communications Center and is collocated or placed adjacent to it. It receives, records, and routes information to appropriate locations at an incident or within an EOC.

MHOAC: Medical Health Operational Area Coordinator; a functional position established by Health and Safety Code &1979.153. In the event of a local, State, or federal declaration of emergency, the MHOAC provides a 24-hour, seven day a week capability to staff public health and medical emergency operations.

Mobilization: The process and procedures used by all organizations federal, state and local for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multi-Agency or Inter-Agency Coordination: The participation of agencies and disciplines involved at any level of the SEMS organization working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents.

Multi-Agency Coordination System (MACS): The combination of personnel, facilities, equipment, procedures and communications integrated into a common system. When activated, MACS has the responsibility for coordination of assisting agency resources and support in a multi-agency or multijurisdictional environment. A MAC Group functions within the MACS. MACS organizations are used within the California Fire Services.

Multi-Agency Incident: An incident where one or more agencies assist a jurisdictional agency or agencies. The incident may be managed under single or unified command.

Multi-jurisdiction Incident: An incident requiring action from multiple agencies that have a statutory responsibility for incident mitigation. In ICS these incidents will be managed under Unified Command.

Mutual Aid Agreement: Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

Mutual Aid Coordinator: An individual at local government, operational area, region or state level that is responsible to coordinate the process of requesting, obtaining, processing and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

Mutual Aid Region: A mutual aid region is a subdivision of state OES established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the state, consisting of two or more county (operational) areas.

Operational Area: An intermediate level of the state emergency organization, consisting of a county and all political subdivisions within the county area.

Operational Period: The period scheduled for execution of a given set of operation actions as specified in the Incident or

EOC Action Plan. Operational Periods can be of various lengths, although usually not over 24 hours.

Operations Section: One of the five primary functions found at all SEMS levels. The Section responsible for all tactical operations at the incident, or for the coordination of operational activities at an EOC. The Operations Section at the SEMS Field Response Level can include Branches, Divisions and/or Groups, Task Forces, Teams, Single Resources and Staging Areas. At the EOC levels, the Operations Section would contain Branches or Divisions as necessary because of span of control considerations.

Out-of-Service Resources: Resources assigned to an incident but unable to respond for mechanical, rest, or personnel reasons.

Planning Meeting: A meeting held as needed throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. On larger incidents, the planning meeting is a major element in the development of the Incident Action Plan. Planning meetings are also an essential activity at all SEMS EOC levels.

Planning/Intelligence Section: One of the five primary functions found at all SEMS levels. Responsible for the collection, evaluation, and dissemination of information related to the incident or an emergency, and for the preparation and documentation of Incident or EOC Action Plans. The section also maintains information on the current and forecasted situation, and on the status of resources assigned to the incident. At the SEMS Field Response level, the Section will include the Situation, Resource, Documentation, and Demobilization Units, as well as Technical Specialists.

Procurement Unit: Functional unit within the Finance/Administration Section responsible for financial matters involving vendor contracts.

Public Information Officer (PIO): A member of the Command Staff responsible for interfacing with the public and media or with other agencies requiring information directly from the incident. There is only one PIO per incident. The PIO may have assistants. At SEMS EOC levels, the information function may be established as a Coordinator or as a section or branch reporting directly to the EOC Director.

Recorders: Individuals within ICS or EOC organizational units who are responsible for recording information. Recorders may be found in Planning, Logistics and Finance/Administration Units.

Regional Emergency Operations Center (REOC): Facilities found at State OES Administrative Regions. REOCs are used to coordinate information and resources among operational areas and between the operational areas and the state level.

RDMHS: Regional Disaster Medical Health Specialist - performs the Medical and Health Branch functions in the REOC, providing support and coordination to the MHOAC

Reporting Locations: Specific locations or facilities where incoming resources can check-in at the incident. (See Check-in.)

Resources: Personnel and equipment available, or potentially available, for assignment to incidents or to EOCs. Resources are described by kind and type and may be used in tactical support or supervisory capacities at an incident or at EOCs.

Resources Unit: Functional unit within the Planning Section at the SEMS Field Response level responsible for recording the status of resources committed to the incident. The Unit also evaluates resources currently committed to the incident, the impact that additional responding resources will have on the incident, and anticipated resource needs.

Safety Officer: A member of the Command Staff at the incident or within an EOC responsible for monitoring and assessing safety hazards or unsafe situations, and for developing measures for ensuring personnel safety. The Safety Officer may have assistants.

Section: That organization level with responsibility for a major functional area of the incident or at an EOC, e.g., Operations, Planning, Logistics, Administration/Finance.

Section Chief: The ICS title for individuals responsible for command of functional sections: Operations, Planning/Intelligence, Logistics and Administration/Finance. At the EOC level, the position title will be Section Coordinator.

Service Branch: A Branch within the Logistics Section responsible for service activities at the incident. Includes the Communications, Medical and Food Units.

Single Resource: An individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident.

Situation Unit: Functional unit within the Planning Section responsible for the collection, organization and analysis of incident status information, and for analysis of the situation as it progresses. Reports to the Planning Section Chief.

Span of control: The supervisory ratio maintained within an ICS or EOC organization. A span of control of five-positions reporting to one supervisor is considered optimum.

Special District: A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate or maintain a project (as defined in California Code of Regulations 2900(s) for purposes of natural disaster assistance. This may include a joint powers authority established under section 6500 et seq. of the Code.

Staging Area: Staging Areas are locations set up at an incident where resources can be placed while awaiting a tactical assignment. Staging Areas are managed by the Operations Section.

Staging Area Managers: Individuals within ICS organizational units that are assigned specific managerial responsibilities at Staging Areas.

Standardized Emergency Management System (SEMS): A system required by California Government Code for managing response to multi-agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels which are activated as necessary: Field Response, Local Government, Operational Area, Region, and State.

State Operations Center (SOC): An EOC facility operated by the California Office of Emergency Services at the state level in SEMS.

Strategy: The general plan or direction selected to accomplish incident or EOC objectives.

Supply Unit: Functional unit within the Support Branch of the Logistics Section responsible for ordering equipment and supplies required for incident operations.

Support Branch: A Branch within the Logistics Section responsible for providing personnel, equipment and supplies to support incident operations. Includes the Supply, Facilities and Ground Support Units.

Support Resources: Non-tactical resources under the supervision of the Logistics, Planning, Finance/Administration

Sections or the Command Staff.

Supporting Materials: Refers to the several attachments that may be included with an Incident Action Plan, e.g., communications plan, map, safety plan, traffic plan, and medical plan.

Tactical Direction: Direction given by the Operations Section Chief at the SEMS Field level which includes the tactics appropriate for the selected strategy, the selection and assignment of resources, tactics implementation, and performance monitoring for each operational period.

Task Force: A combination of single resources assembled for a tactical need, with common communications and a leader.

Technical Specialists: Personnel with special skills that can be used anywhere within the ICS or EOC organization.

Time Unit: Functional unit within the Finance/Administration Section responsible for recording time for incident or EOC personnel and hired equipment.

Type: Refers to resource capability. A Type 1 resource provides a greater overall capability due to power, size, capacity, etc., than would be found in a Type 2 resource. Resource typing provides managers with additional information in selecting the best resource for the task.

Unified Area Command: A Unified Area Command is established when incidents under an Area Command are multijurisdictional. (See Area Command and Unified Command.)

Unified Command: In ICS, Unified Command is a unified team effort which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility or accountability.

Unit: An organizational element having functional responsibility. Units are commonly used in incident Planning, Logistics, or Finance/administration sections and can be used in operations for some applications. Units are also found in EOC organizations.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person.

Appendix B – Contact List

Department/Agency	Contact Name	Job Title	Email Address	Business Phone
Animal Control (County)				760-343-3644
Building/Planning	Gabriel Perez	Development Services Director	gperez@coachella.org	760-398-3002
Burrtec Waste				760-393-0635
Chamber of Commerce				760-398-8089
Code Enforcement	Rene Rosales	Code Enforcement Manager	rrosales@coachella.org	760-398-4978
Engineering Department	Andrew Simmons	City Engineer	asimmons@coachella.org	760-398-5744
Imperial Irrigation District				800-303-7756
Coachella Library	Denise Gomez-Lopez	Library Manager	denise.lopezgomez@rivilib.net	760-398-5148
Non-emergency Fire	Duty Fire Captain	Fire Captain		760-398-8895
Non-emergency Police				760-863-3218
Public Works Department	Maritza Martinez	Public Works Director	mmartinez@coachella.org	760-501-8111
Utilities Department	Castulo Estrada	Utilities Manager	cestrada@coachella.org	760-501-8100
Streets/Streetlights	George Torres	Streets Superintendent	gtorres@coachella.org	760-501-8100
Water Billing Payments	Nathan Statham	Finance Director	nstatham@coachella.org	760-398-2702

RESOLUTION NO. 2021-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ADOPTING THE 2021 CITY OF COACHELLA EMERGENCY OPERATIONS PLAN

WHEREAS, the City of Coachella does hereby resolve as follows:

WHEREAS, the City of Coachella may be subjected to emergencies and disasters of all types; and

WHEREAS, the City of Coachella will continue to be prepared to respond during emergencies and disasters to protect public peace, health and safety and to preserve lives and property of the people; and

WHEREAS, the City of Coachella will plan and prepare in order to implement efficient emergency operations and to mitigate the effects of emergencies and disasters; and

WHEREAS, such planning and operations have been a coordinated effort of local departments and agencies; and

WHEREAS, the City of Coachella will coordinate emergency prevention, mitigation, preparedness, response and recovery activities in a manner consistent with the Standardized Emergency Management System (SEMS) and, by extension, National Incident Management System (NIMS); and

WHEREAS, City of Coachella has developed a comprehensive Emergency Operations Plan in compliance with the requirements of the California Governor’s Office of Emergency Services (Cal OES).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of Coachella that it would be in the best interest of the City of Coachella to adopt the 2021 City of Coachella Emergency Operations Plan.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-72 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



**STAFF REPORT
11/10/2021**

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Kismet Coachella Dispensary – A request to consider an appeal of Planning Commission’s decision to deny a 12-month Time Extension for Conditional Use Permit No. 305 to convert an existing vacant commercial tenant space into a 3,050 square foot cannabis dispensary with 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4,500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street.
(Continued from October 13, 2021)

STAFF RECOMMENDATION:

Staff recommends that the City Council review the information contained in this staff report and affirm Planning Commission’s decision to deny the request for a time extension.

BACKGROUND:

On January 22, 2020 the Planning Commission recommend approval of Conditional Use Permit (CUP) 305 for the Kismet Coachella Project to convert four existing vacant tenant spaces on the north side of 6th Street into the following uses: a 3,050 square foot cannabis dispensary that includes the following uses: a 750 square feet area for check-in and waiting area; 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging that would be located in Building No. 1. A 4,500 square foot coffee shop, art display and office/event space is proposed to be located in Building No. 2.

Additionally, the City Council on February 26th, 2020 approved CUP 305 and Change of Zone No. 18-07 (1st reading), to add the RC (Retail Cannabis) overlay zone to the existing C-G (General Commercial) zone on Building 1 located at 1639 and 1645 6th Street.

The following exhibits illustrated the existing project site and proposed use of the site and building.

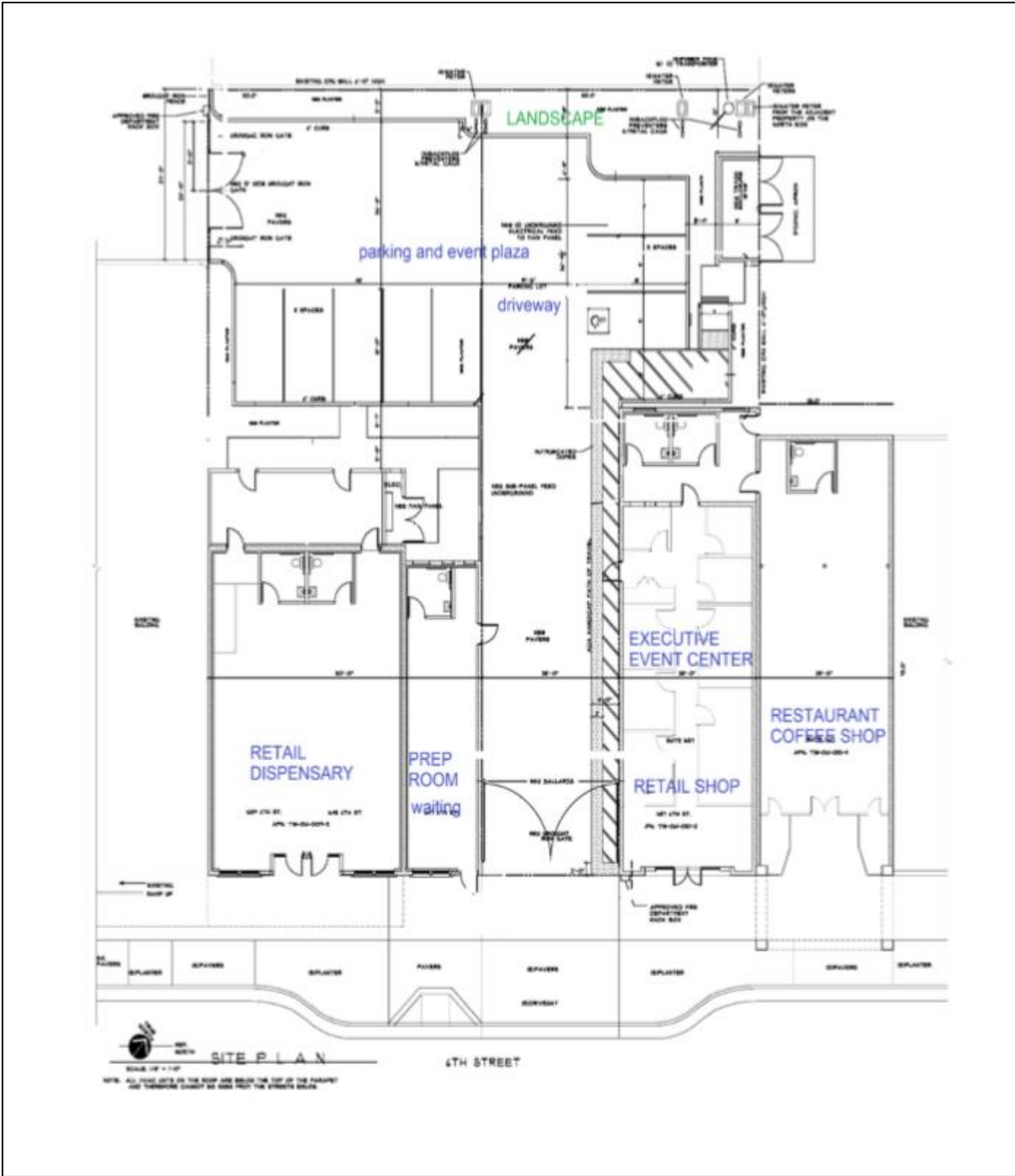


The photograph below is looking north at the existing buildings from Sixth Street. The retail cannabis business is proposed for this building.



The photograph below is looking at Building #2 that is proposed for the coffee shop, art display and office/event space.



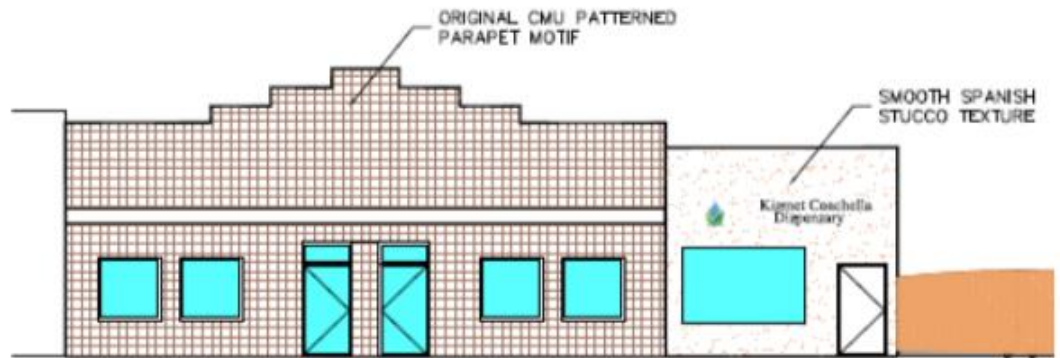


The overall project and streetscape including both buildings is illustrated below:



The dispensary is proposed for Building 1 as illustrated and described below:

Building 1 (Dispensary)

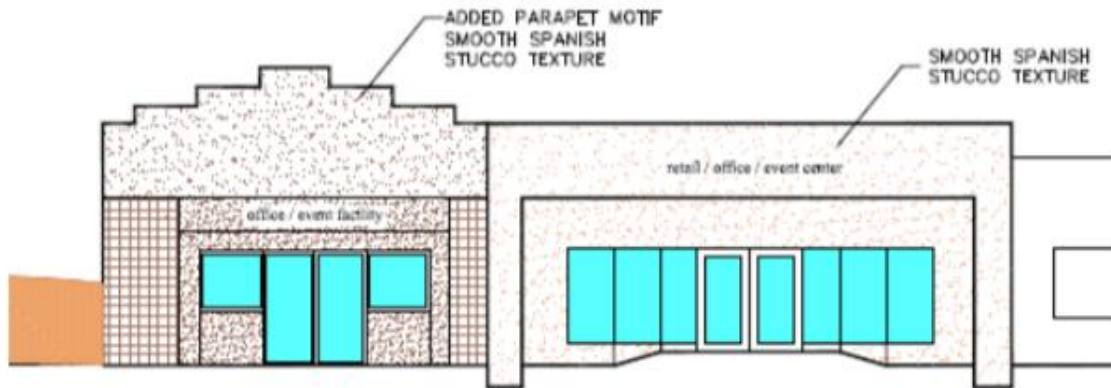


Building 1 -- Dispensary
1639 6th Street – 2,300 SF
1645 6th Street – 750 SF

These two addresses are adjoining and considered one building.
Kismet has control of these two buildings in agreement with the property owner.

The proposed coffee shop, art displays and office/event space is illustrated and described below.

Building 2 (Coffee & Art)



Building 2 – Coffee Shop, Art Displays, & Office/Event Space

1657 6th Street – 2,200 SF

1669 6th Street – 2,300 SF

Artist renderings of the completed buildings are illustrated on the two exhibits below:





The exhibit below shows the view towards the rear of the building looking at the proposed parking lot.



The two exhibits below illustrate the interior of the cannabis dispensary.



The above exhibit illustrates the proposed coffee bar, check in reception and waiting area of the proposed cannabis dispensary.

REQUEST FOR TIME EXTENSION:

Pursuant to Zoning Ordinance Section 17.74.050, a conditional use that has been granted, but not exercised within one year may be renewed for three one-year time extension if an application stating reasons for renewal is filed prior to one year after the effective date of the conditional use approval. The applicant submitted a letter dated April 3, 2021 (attached) requesting a 12-month time extension for CUP 305 and Change of Zone No. 18-07, which approved the operation of Cannabis Dispensary facility. The applicants state that the time delay is in construction and correcting structural issues, lack of response from Imperial Irrigation District and have not been successful in finalizing any lease agreements.

The Planning Commission considered the time extension request on June 16, 2021 and denied the time extension for the CUP Permit and the Change of Zone. The Planning Commission has discretion to approve time extension requests for approved CUP's where there is a justification for the delay in construction activity, and where the project continues to be in keeping with City policies and the public interest. After the Planning Commission meeting, Planning staff communicated with the City Attorney to determine if a time extension can be granted to a Change of Zone since the Municipal Code does not identify that a Change of Zone expires. Since a Change of Zone does not expire the RC Overlay would remain on the property. Staff removed the Change of Zone from the time extension request. Retail cannabis businesses would not be able to operate at the site without receiving initial authorization to apply for a Conditional Use Permit after a successful ranking through a competitive cannabis retail round established by the City Council.

After further communication between Planning staff and the City Attorney subsequent to the June 16, 2021 Planning Commission, it was also determined that only Edward Sapigao could file for the time extension request due to the special nature of CUPs for storefront retail cannabis sales. These CUPs require initial review and authorization under selection criteria established by the City Council to apply for a CUP, which include submission of a complete application with business specific information such as a business plan and security plan. Mr, Sapigao's application was reviewed and ranked under selection criteria for Retail Round #1 which included:

1. Location and Neighborhood Compatibility
2. Security Plan
3. Qualification/Experience of Professionals
4. Building Façade and Interior Improvements
5. Community Benefits

Typically CUPs run with the land and cannot be used in another location. In the case of retail cannabis businesses in the City of Coachella, the authorization to submit for City Council approval of the CUP is based on the credentials of the original applicant and their ability to be successfully ranked by the ad-hoc committee according to selection criteria identified by the City Council.

Recently, the City Council directed staff to take a strict approach with the Retail Cannabis applicants that have not diligently pursued construction, or licensing of the approved dispensary. The compelling reason for this involves the City's loss of retail cannabis tax based due to the failure of the owners to execute the project.

CONCLUSIONS:

The applicants have had ample time to obtain permits and pursue construction diligently over the past 17 months. The justification for construction delays issues are not sufficient to allow a continued loss of taxation revenue. In fact retail cannabis businesses have been classified as “essential businesses” by the State of California in enforcing the temporary closures of public assembly and other businesses.

ALTERNATIVES:

1. Adopt Resolution No. 2021-61 to affirm the Planning Commission decision to deny a 12-month extension for Conditional Use Permit No. 305 with the findings and attached conditions of approval.
2. Take no action.
3. Continue this item as requested by the appellant and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1.

- Attachments:
1. Appellant Request for Continuance October 3, 2021
 2. Resolution No. 2021-61
 3. Appellant Letter
 4. City Council Staff Report CUP 305, CZ 18-06- February 26, 2020
 5. Retail Round #1 Selection Criteria (Reso 2020-23)

RESOLUTION NO. 2021-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA AFFIRMING PLANNING COMMISSION'S DECISION AND DENYING A 12-MONTH TIME EXTENSION FOR CONDITIONAL USE PERMIT NO. 305, A REQUEST TO CONVERT AN EXISTING VACANT COMMERCIAL TENANT SPACE INTO A 3,050 SQUARE FOOT CANNABIS DISPENSARY AND 4,500 SQUARE FOOT COFFEE SHOP, ART DISPLAY AND OFFICE/EVENT SPACE LOCATED AT 1639, 1645, 1657 AND 1669 6TH STREET; APPLICANT: CHERYL THOMAS.

WHEREAS, Cheryl Thomas filed an application for a 12-month time extension for Conditional Use Permit No. 305 (CUP 305): a request for a 3,050 square foot cannabis dispensary including 750 square feet for check-in and waiting area, 1,800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4,500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street ("Project"); and,

WHEREAS, the City Council completed an initial environmental assessment of the above matter in accordance with the California Environmental Quality Act (CEQA) when Conditional Use Permit 305 and Change of Zone 18-06 was approved on February 26th, 2020 and determined that the Project is exempt from CEQA pursuant to CEQA Guidelines Section 15303 (c) that exempts conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure; and,

WHEREAS, the Project is conditionally permitted pursuant to Chapter 17.47 of the Coachella Municipal Code, subject to additional findings for Conditional Use Permits; and,

WHEREAS, the Planning Commission considered the time extension request of CUP No. 305 and CZ 18-06 on June 16, 2021 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California regarding the proposed Project; and,

WHEREAS, the Planning Commission on June 16, 2021 voted to deny the time extension request for Conditional Use Permit 305 and CZ 18-06; and,

WHEREAS, the applicant filed an appeal to the City Council of the Planning Commission's decision to deny the 12-month time extension request for CUP 305 and CZ 18-06; and,

WHEREAS, the City Council conducted a duly noticed public hearing to consider the appeal by Cheryl Thomas for CUP No. 305 on October 13, 2021 and October 27, 2021 at the Coachella City Council Chambers at 1515 6th Street, Coachella, California regarding the proposed Project; and,

WHEREAS, City staff requested the City Council not consider the appeal of CZ 18-06 since a change of zone does not expire and the underlying RC Overlay zone continues to remain

in place by Ordinance; and,

WHEREAS, at the City Council hearing, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby affirm the Planning Commission's decision to deny a time extension request for Conditional Use Permit No. 305, subject to the findings listed below.

Section 1. The above recitals are hereby incorporated by reference.

Section 2. At its regular meeting on September 29, 2021, the City Council conducted a public hearing on the appeal of the Planning Commission decision to deny a time extension for Conditional Use Permit for the operation of a 3,050 square foot cannabis dispensary including 750 square feet for check-in and waiting area, 1,800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4,500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street.

Section 3. Based upon the administrative record which includes the appeal application, maps, and diagrams of the property, the oral and written evidence presented at the hearing, and upon the independent discretion and criteria enumerated by Section 17.74.015(B) of the Coachella Municipal Code, the City Council finds as follows:

- A. Edward Sapigao (on behalf of Kismet Organic Cultivation) was the applicant for Conditional Use Permit 305, his application was submitted for completeness review, and was reviewed under Round 1 selection criteria determined by the City Council through Resolution 2018-07 for cannabis retailers and retail microbusinesses, which included submission of a business plan and security plan. Edward Sapigao was granted the ability to submit for development review of a CUP, among 9 other businesses, for storefront cannabis retail based on Mr. Sapigao's application ranking by a 3-member ad-hoc committee that demonstrated compliance with the selection criteria established by the City Council such as 1) location and Neighborhood Compatibility 2) Security Plan 3) Qualification/Experience of Professionals 4) Building Façade and Interior Improvements 5) Community Benefits. Edward Sapigao provided written communication that he has no further interest in whether or not the time extension is approved.
- B. Construction has not commenced or been diligently pursued toward completion as proposed in tenant improvements identified in the exhibits for Conditional Use Permit 305.

PASSED, APPROVED and ADOPTED this 27th day of October 2021.

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. 2021-61 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 27th day of October 2021, by the following vote of Council:

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

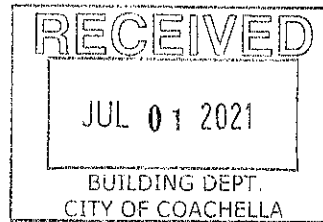
NOES: None.

ABSENT: None.

ABSTAIN: None.

Andrea J. Carranza, MMC
Deputy City Clerk

Gabriel Perez, Assistant Community Development Director
City of Coachella
53-990 Enterprise Way
Coachella, Ca 92236



Re: Appeal of Planning Commission denial of a 12-Month Time Extension on CUP 305 CZ 18-07 determined on June 16, 2021

To The City Council, The Planning Commission and Gabriel,

This letter respectfully requests that the City Council for the City of Coachella approve the directing of The Planning Commission ("PC") to reconsider request of a 12-Month Time Extension on Resolution No. 2020-09/CUP 305 and Ordinance No.1146/CZ18-07 initially denied on the evening of June 16, 2021. The property connected with said CUP 305 and CZ18-07 is situated at 1639/1645/1647, 1657 and 1667 Sixth Street ("Property").

- 1) On the evening of June 16, 2021, a regular meeting, *held virtually*, occurred of the City of Coachella Planning Commission.
- 2) Beginning from nearly the start of said meeting and continuing intermittently throughout the meeting, this Planning Commission meeting sustained technical difficulties with wireless internet, video, audio, computer, cell phone issues, etc., contributing to preventing unobstructed presentation of information on hearing and non-hearing items. The Planning Commissioners like Commission Gonzalez could not come into said PC meeting via Zoom. Other participants had difficulties. Planning Commissioners and participants commented on the difficulties.
- 3) A Non-Hearing item was presented regarding a timely submitted request for 12-Month Time Extension on CUP 305 and CZ 18-07.
- 4) As one of the representatives for the Property aforementioned and individual requesting the 12-Month Time Extension of CUP 305 and CZ 18-07, I was present in the lobby of City office for Planning. Technician in the Planning Dept, Yesenia Becerril, stated during the meeting that I was having technical difficulties with phone, etc. So, when I was allowed to speak, it was nearly the only time(s) I could hear some but not all of said meeting discussion. I could not see any images. Zoom wasn't an option at the time. I did not hear the reading into the record by Gabriel Perez of an email from Ed Sapigao which I was not aware existed until after I was allowed to speak initially. I informed Yesenia Becerril that I could not hear on my cell phone. Thus, I could not offer factual rebuttal. The next day, June 17, 2021, I learned the deceptive contents (EdSapigao did not act in good faith and is responsible likely solely for lease not being signed and TI work not being completed.) in said email by receiving a copy of it from Gabriel Perez.
- 5) When the time came for discussion by the Commissioners and questions were asked by the Commissioners, I was not allowed to provide answers. One example is when Commissioner Gonzalez asked how much construction work, Tenant Improvement (TI) work had been done and neither Luis Lopez, Gabriel Perez or any of the Commissions could accurately answer. None of these individuals are known to have visited the inside of the Property buildings recently, let alone in the last year plus! I had a lab top/brief case of information evidence and pictures in hand and DOZENS on my cell phone on my person with me continuing information, records info to support the construction/TI work that has been done and lease agreement(s). I was prevented from presenting it when questions were asked for reasons, including but not limited to, the meeting was VIRTUAL, the attorney Henry Castillo refused to allow me to speak and not being in the same room with the Planning Commissioner, I they could not see me or info and I could not present the information. Evidence information of such nature as might reasonably have led to a different determination by PC!
- 6) Sometime in first part of the week of June 28-30, 2021, our anticipated tenant-- known to Scott Mabe until very recently-- interested in using some of Property to develop a restaurant type business and incorporate cannabis products was informed by City personnel that there was not a CUP (CUP 305) at all. A likely attempt to discourage him from pursuing his business at said Property. When the fact is that Appeal of PC denial was likely.
- 7) Considering the deficiency of the PC hearing process, including not limited to, technical difficulties with electronic equipment, and not being allowed and being prevented from presenting evidence I had on me while at City Planning Dept, significantly due to the fact that the PC meeting was VIRTUAL, it is requested that the appeal fee of \$2539 be refunded and this Property and me as representative not be subject to the fee. The City Council shall remember that I came before them on June 23, 2021 to request hearing and waiving of fee.
- 8) Please understand that I am willing to present information at the in-house City Council meeting to include this item agendized with information and individuals including but not limited to, Scott Mabe, the contractor of record.

Thank you,

Cheryl Thomas, Trustee



STAFF REPORT
2/26/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Kismet Coachella Dispensary

SPECIFICS:

- a) Ordinance No. 1146 approving Change of Zone No. 18-07 that proposes to add the RC (Retail Cannabis) overlay zone to the existing C-G (General Commercial) zone on Building 1 located at 1639 and 1645 6th Street. (*First Reading*)
- b) Resolution No. 2020-09 approving Conditional Use Permit No. 305 to convert an existing vacant commercial tenant space into a 3,050 square foot cannabis dispensary with 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4,500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Kismet Coachella project by taking the following actions:

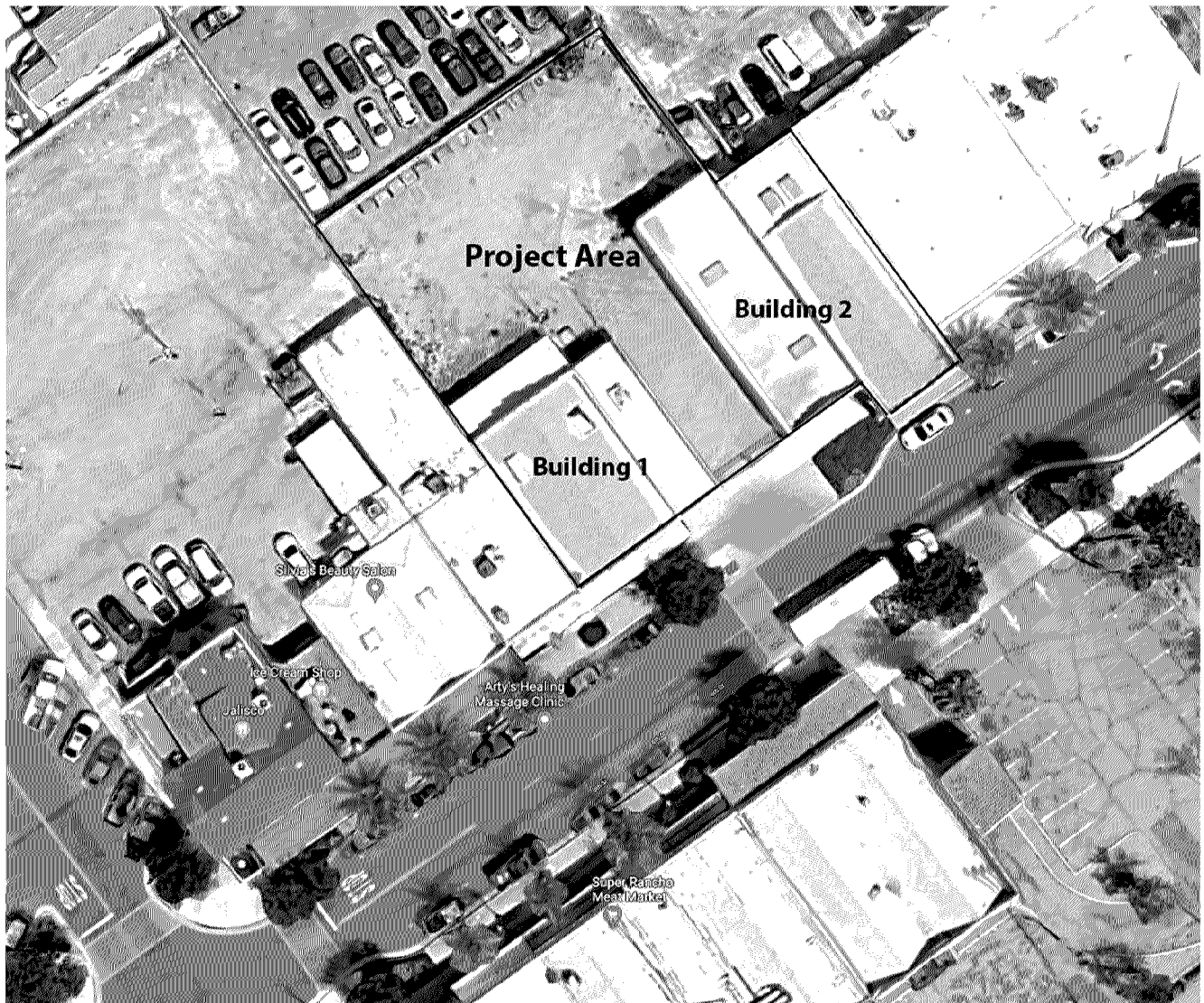
- 1) Introduce for first reading, by title only, Ordinance No. 1146 to add the RC (Retail Cannabis) overlay zone to the existing C-G (General Commercial) zone on Building 1 located at 1639 and 1645 6th Street.
- 2) Adopt Resolution No. 2020-09 approving Conditional Use Permit No. 305 that proposes to convert existing vacant commercial tenant space into a 3,050 square foot cannabis dispensary with 750 square feet for check-in and waiting area, 1,800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4,500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street.

EXECUTIVE SUMMARY:

The Kismet Coachella Project is proposing to convert four existing vacant tenant spaces on the north side of 6th Street into the following uses: a 3050 square foot cannabis dispensary that includes the following uses: a 750 square feet area for check-in and waiting area; 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging that would be located in Building No. 1. A 4500 square foot coffee shop, art display and office/event space is proposed to be located in Building No. 2.

BACKGROUND:

The above referenced applications are proposed within four existing commercial buildings at 1639, 1645, 1657 and 1669 Sixth Street as illustrated on the following aerial photograph:



The photograph below is looking north at the existing buildings from Sixth Street. The retail cannabis business is proposed for this building.



The photograph below is looking at Building #2 that is proposed for the coffee shop, art display and office/event space.

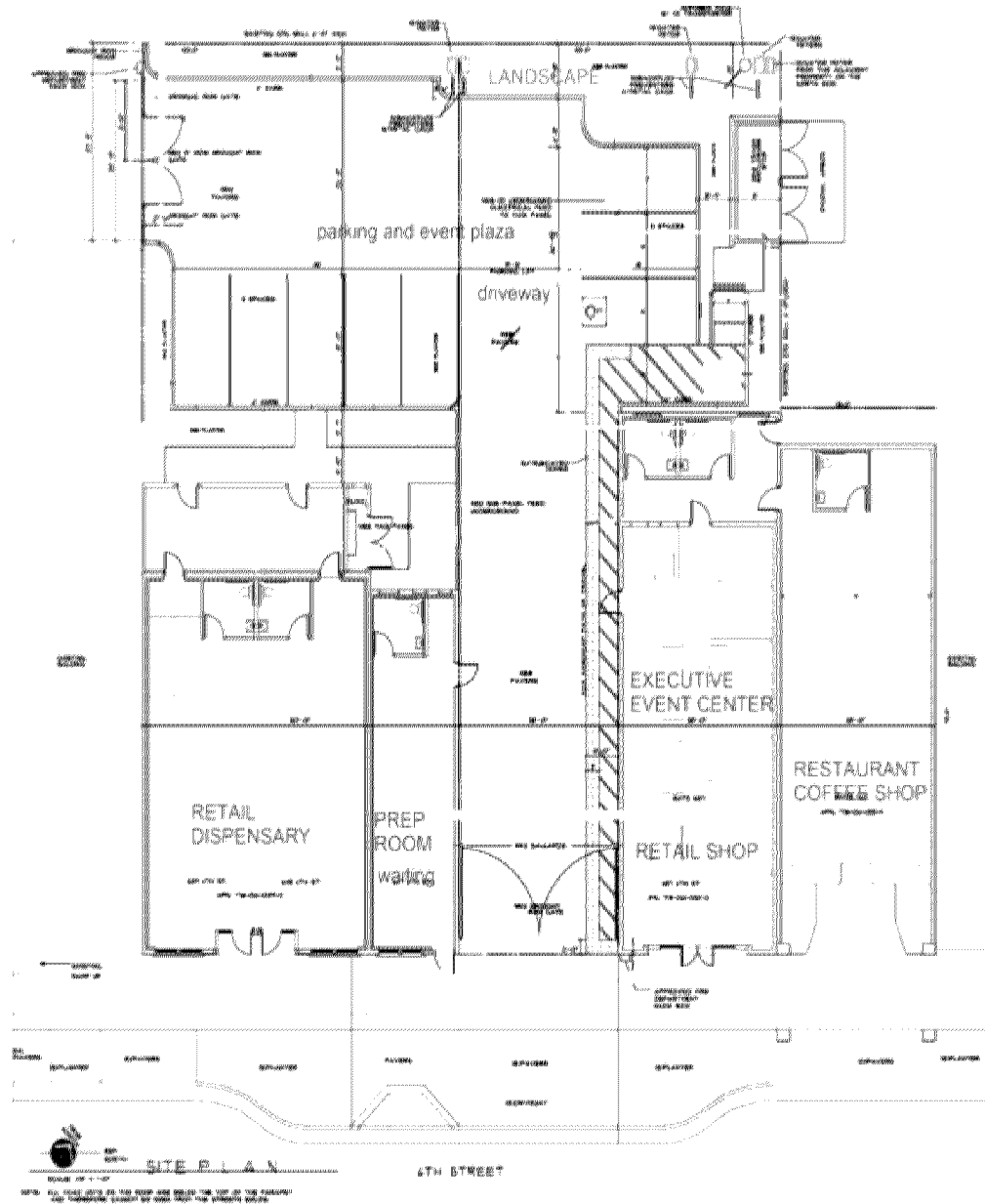


History of the Existing Buildings

According to information obtained from Riverside County, the four lots on which the buildings exist were recorded on June 1, 1902 and the buildings were constructed around 1930. Staff has reviewed the building permits that have been issued for the property. (see attachment 4) The first record of a building permit was issued on November 30, 1972 for the refurbishing of a women's clothing store. On June 18, 1975 a permit was issued for a sign for the United Farm Workers and on April 4, 1978 a permit was issued to repair the roof. The next building permits were issued in 2013 to retrofit wall anchorage and re-roof the buildings. Additional permits were issued in 2015 for interior demolition and asbestos remediation. The last building permit was issued on April 23, 2019 for alterations and additions to demolish and discard all interior, "non-bearing" walls, framing, electrical outlets and HVAC, remove or grind down to slab anchor bolts flush. The Applicant has stated that these buildings have been vacant for at least twenty years.

Overview of the Kismet Coachella Project (CUP 305)

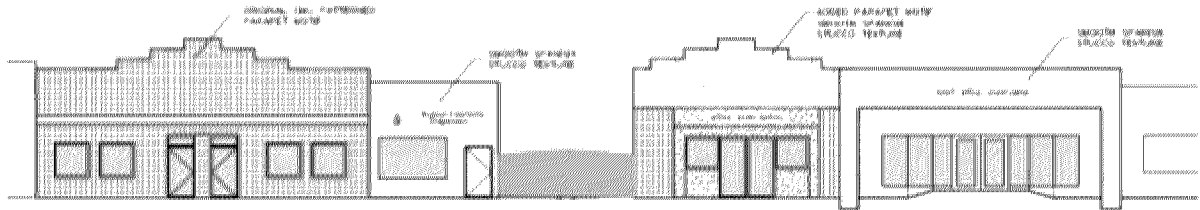
The project proposes the following uses as shown on the site plan below: a 3050 square foot cannabis dispensary including 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street; and a new 8 space parking lot including 1 disabled space in the rear of the building with new landscaping and a new trash enclosure.



As seen from the exhibit below, the Applicant is proposing the following modifications to the outside of the buildings: new smooth Spanish stucco texture; a new curved awning over the dispensary building; new gates across the driveway with a curbed arbor over the driveway area and new signs over each of the proposed uses.

The overall project and streetscape including both buildings is illustrated below:

**Front Elevations
Building 1 and Building 2
along 6th Street**



6TH STREETSCAPE FACADE UPGRADE

1639
2,300 SF

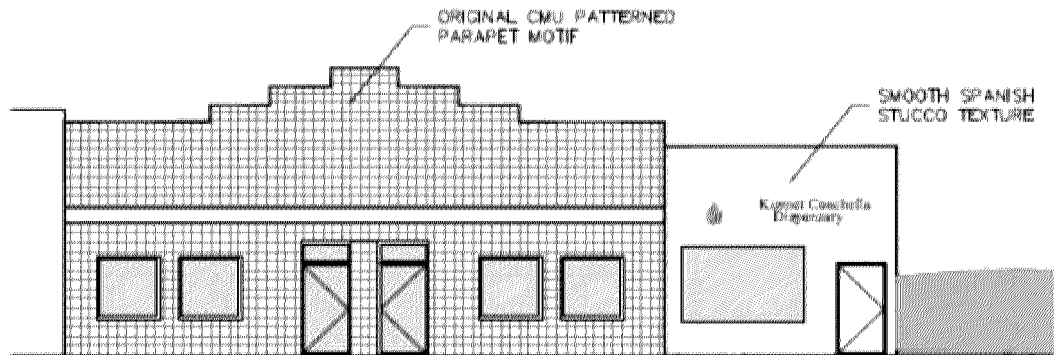
#1645
750 SF

#1657
2,200 SF

#1669
2,300 SF

The dispensary is proposed for Building 1 as illustrated and described below:

Building 1 (Dispensary)



Building 1 -- Dispensary

1639 6th Street – 2,300 SF

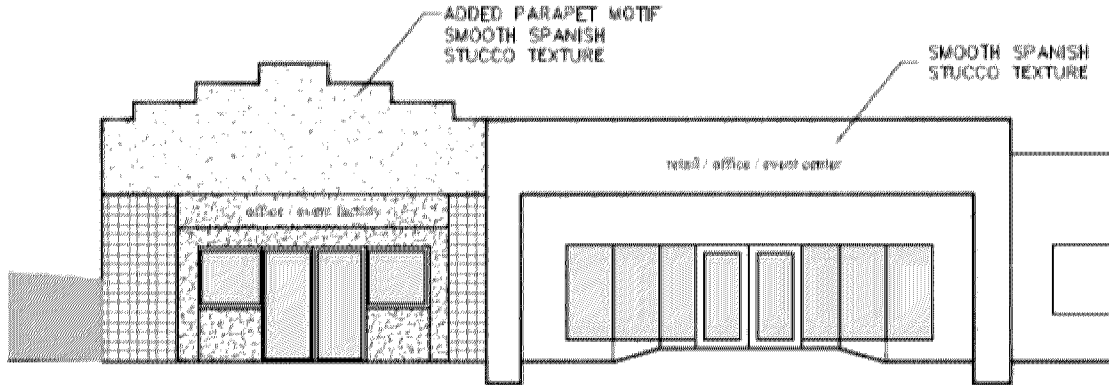
1645 6th Street – 750 SF

These two addresses are adjoining and considered one building.

Kismet has control of these two buildings in agreement with the property owner.

The proposed coffee shop, art displays and office/event space is illustrated and described below.

Building 2 (Coffee & Art)



Building 2 – Coffee Shop, Art Displays, & Office/Event Space

1657 6th Street – 2,200 SF

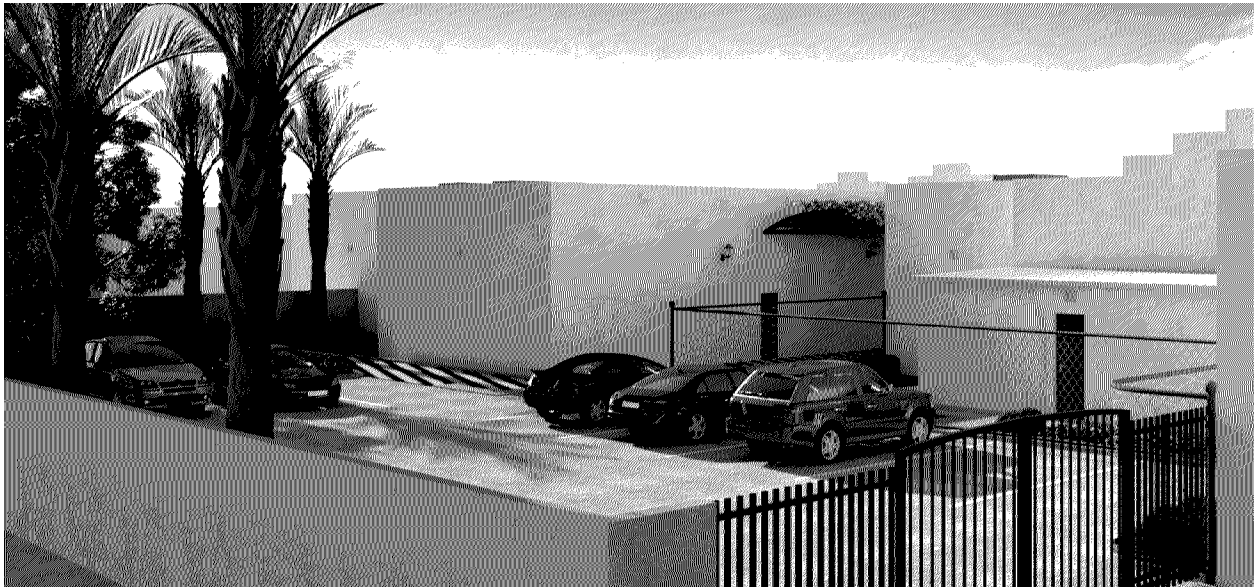
1669 6th Street – 2,300 SF

Artist renderings of the completed buildings are illustrated on the two exhibits below:





The exhibit below shows the view towards the rear of the building looking at the proposed parking lot.



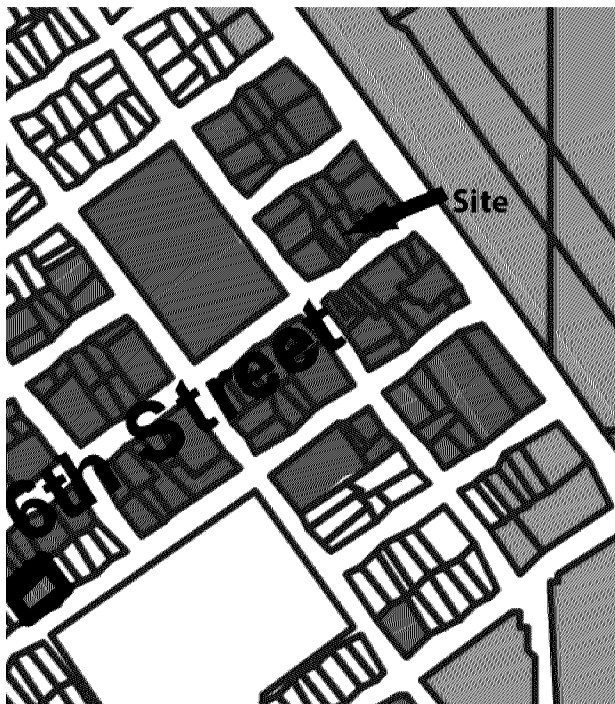
The two exhibits below illustrate the interior of the cannabis dispensary.



The above exhibit illustrates the proposed coffee bar, check in reception and waiting area of the proposed cannabis dispensary.

DISCUSSION/ANALYSIS:**Environmental Setting:**

The site is designated as being within the Downtown Center on the 2035 Coachella General Plan as illustrated on the exhibit below:



The project site is zoned General Commercial (C-G) as illustrated on the exhibit below. Surrounding properties to the north, south and west are zoned C-G (General Commercial).

Surrounding land uses to the north, south, east and west of the site consist of commercial land uses.

Consistency with the Coachella General Plan

The proposed project is within the Downtown Center land use designation of the General Plan 2035 Land Use Element. The project is consistent with the

development intensity permitted by the Downtown Center land use category.

Consistency with the (C-G) General Commercial Zone

The parcels in question were created in 1902 within the jurisdiction of Riverside County, 44 years before the City incorporated in December 1946.

As stated previously, the buildings were constructed around 1930, before the current development standards of the General Commercial (C-G) zone were enacted by the City of Coachella.

Because the buildings were constructed prior to the General Commercial (C-G) zoning standards were established within the City of Coachella, they do not meet the current standards for minimum lot width, minimum side yard setback, nor does the project meet the requirement for a 15 foot front yard setback, as the buildings were constructed on the front and side yard property lines.

Consistency with Section 17.54.010 Parking and Landscaping Requirements

The total square footage of the proposed project is 7550 square feet. Based on the Municipal Code, a total of 19 parking spaces would be required. As mentioned earlier in the staff report, the buildings were constructed around 1930. The site plan includes a total of 8 parking spaces, 11 less than what the Municipal Code requires.

The Planning Department has retained a consultant that is currently conducting a block by block assessment of downtown parking needs based on current land uses and build out anticipated by the General Plan as well as the Pueblo Viejo Plan. This study will lead to overall parking recommendations for the downtown area. As stated previously, based on the size of the lots and the size of the existing buildings, it would be impossible for any proposed retail use to provide the required number of off-street parking spaces.

Section J of Section 17.54.010 specifies the landscaping requirements for projects within the City. Because the lots were created and the buildings constructed before these standards were in existence it is impossible for the proposed project to meet the requirements of this section. Section 17.54.010, J4 requires that internal landscaping equal a minimum 5% of the parking area. The Applicant is proposing landscaping within the parking area at the rear of the buildings, in excess of the 5% required by the Municipal Code.

The Planning Department considers the existing buildings a non-conforming use and as such, the Director has the discretion of allowing the proposed uses to proceed without adherence to the above reference specific zoning standards.

Furthermore, the existing building will be brought up to all current building codes prior to the issuance of a certificate of occupancy.

Consistency with Section 17.47: RC Retail Cannabis Overlay Zone

The proposed project is within Sub-Zone 1 as identified within Chapter 17.47 of the Municipal Code. The project meets the property development standards as identified in Section 17.47.060, A-E as outlined below, except for Standard F1 and F2 regarding adherence to on and off-site parking:

17.47.060 - Property development standards.

- A. **Project Area/Lot/Building Height Requirements.** Except as specified in the applicable development agreement, CUP or regulatory permit, the project area, lot size, lot coverage and building height requirements of the underlying zone shall apply.
- B. **No Drive-Thru Retail Cannabis Facilities.** No retail cannabis business within the RC Overlay Zone shall operate "drive-thru", "drive up", "window service" or similar facilities whereby a customer can order, purchase and receive retail cannabis without leaving his or her vehicle.
- C. **No Non-Storefront Retailers.** No retail cannabis business within the RC overlay zone shall be operated as "non-storefront" or "delivery only". Delivery may only be approved as ancillary to the operation of a permitted cannabis retail business which is physically located within the RC overlay zone and which primarily provides cannabis to customers on the premises.
- D. **Distance Restrictions.** No retail cannabis business within the RC overlay zone shall be located within two hundred fifty (250) feet of any public or private school (K-12), day care center or youth center. The distance shall be measured from the nearest point between any part of the building containing the retail cannabis business to any lot line of the other use. For purposes of this paragraph, the following definitions shall apply:
 1. "Day care center" means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities and school age child care centers.
 2. "Youth center" means any public or private facility that is primarily used to house recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.
- E. **Location of Customer Entrance.** No retail cannabis business shall have a customer entrance that is adjacent to or directly across the street from a residentially zoned lot.
- F. **On-Street/Off-Street Parking and Loading.**
 1. **Off-Street Parking and Loading.** Off-street parking and loading facilities for a retail cannabis business shall be provided in accordance with the provisions of Section 17.54.010-C (1) of this title.
 2. **On-Street Parking and Loading.** On-street parking or loading shall be prohibited for a retail cannabis business.

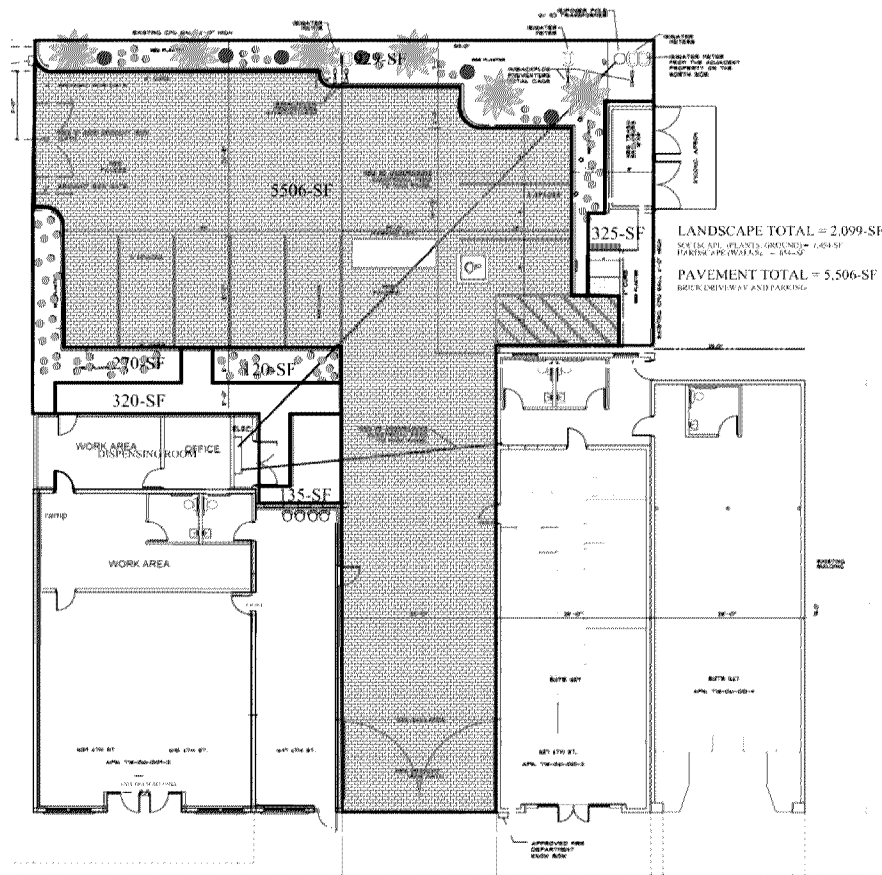
The proposed conditional use permit meets all the above development standards except for Standard F1, off-street parking and F2-On-Street parking. A discussion on overall downtown parking is discussed previously in the staff report.

Architectural Review/Building Materials

The artist renderings on pages 6, 7 and 8 of this staff report provide an overview of the modifications and enhancements proposed for the two buildings.

Landscaping

The project proposes two new landscape planters in the rear parking lot: One is adjacent to the rear of the building and the other is adjacent to the block wall at the rear property line. The parking area includes 5506 square feet of pavement area. Of that area the project proposes 2099 square feet of landscaped area, or 38%, in excess of the 5% required by the Municipal Code. Because the buildings were constructed around 1930 and are considered non-conforming structures, conformance to current City landscaping standards is not possible. Specifically, since the buildings were constructed to the front property line, construction of a 15 foot landscaped planter is not possible.



ENVIRONMENTAL REVIEW:

The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

CORRESPONDENCE

The City has not received any correspondence for the proposed project

ALTERNATIVES:

- 1) Approve Conditional Use Permit No. 305 and Change of Zone No. 18-07 with the findings and conditions as recommended by the Planning Commission and Staff.
- 2) Deny Conditional Use Permit No. 305 and Change of Zone 18-07.
- 3) Continue these items and provide staff and the applicant with direction.

RECOMMENDED ALTERNATIVE(S):

It is staff's recommendation that the City Council open the public hearing and allow input from all proponents and opponents of the proposed project. Because the proposed Project is in conformance with the City's General Plan and the proposed use would be consistent with the Municipal Code and compatible with the surrounding uses in the area, it is staff's recommendation that the proposed project be approved by taking the following actions:

1. Motion to introduce for first reading, by title only, Ordinance No. 1146, approving Change of Zone 18-07 with the attached findings.
2. Motion to adopt Resolution No. 2020-09 approving Conditional Use Permit No. 305 with the findings and attached conditions of approval.

Attachments:

- Attachment No. 1: Ordinance No. 1146 for CZ 18-07
- Attachment No. 2: Resolution No. 2020-09 for CUP 305
- Attachment No. 3: Exhibit A: Conditions of Approval for CUP 305
- Attachment No. 4: Historical Building Permits

ORDINANCE NO. 1146**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 18-07 TO ADD THE THE RETAIL CANNABIS OVERLAY ZONE (RC) TO THE EXISTING GENERAL COMMERCIAL ZONE (C-G) ON PROPERTY LOCATED AT 1639 AND 1645 SIXTH STREET; ED SAPIGAO, APPLICANT.**

WHEREAS, Ed Sapigao (on behalf of Kismet Organic Cultivation) filed an application for Change of Zone 18-07 on property located at 1639 and 1645 Sixth Street, and attendant applications Conditional Use Permit 305, Assessor's Parcel No. 778-061-009 ("Project"); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on Change of Zone 18-07 and CUP 305 on November 6, 2019 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California and recommended that the City Council approve Change of Zone 18-07 and CUP 305; and,

WHEREAS, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 17.47 of the Coachella Municipal Code, and the attendant applications for a Conditional Use Permit to allow the Project; and,

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City's General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the City Council conducted a duly noticed public hearing on Change of Zone 18-07 and CUP 305 on February 26 2020 at the Coachella City Hall, 1515 6th Street, Coachella, California and allowed public testimony; and,

WHEREAS, the proposed site is adequate in size and shape to accommodate the proposed development; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

WHEREAS, the Project is exempt from the provisions of the California Environmental Quality Act, as amended; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHILLA CALIFORNIA, DOES HEREBY ORDANIN AS FOLLOWS:

Section 1. That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 18-07 map marked “Exhibit A” from C-G (General Commercial) to CG-RC (General Commercial with the Retail Cannabis Overlay zone) on property located at 1639 and 1645 Sixth Street, with the findings listed below:

Findings for Change of Zone 18-07:

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Downtown Center land use designation that allows for the proposed development. The proposed change of zone is in keeping with the policies of the Downtown Center land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan proposes a cannabis retail business. The Project complies with applicable C-G (General Commercial) and Section 17.47.020 property development standards as proposed.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The proposed change of zone is compatible with existing surrounding land uses that include commercial land uses.
4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a cannabis business that is permitted in the C-G (General Commercial) zone pursuant to an approved Conditional Use Permit. Surrounding properties to the project site include commercial land uses. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development.
5. The Project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

Section 2. SEVERABILITY. The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final

court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 3. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after it's second reading by the City Council.

Section 4. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be published and circulated in the City of Coachella.

ORDINANCE PASSED APPROVED and ADOPTED this 26th day of February 2020.

Steven A. Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

I, Angela M. Zepeda, City Clerk, City of Coachella, California, certify that the foregoing Ordinance No. 1146 was adopted by the City Council at a regular meeting held on the 26th day of February 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela M. Zepeda, City Clerk

“EXHIBIT A”

Existing Zoning: C-G (General Commercial)

Proposed Zoning: CG-RC (General Commercial-Retail Cannabis Overlay)



RESOLUTION NO. 2020-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CONDITIONAL USE PERMIT NO. CUP 305 TO CONVERT EXISTING VACANT COMMERCIAL TENANT SPACE INTO THE FOLLOWING USES: A 3050 SQUARE FOOT CANNABIS DISPENSARY INCLUDING 750 SQUARE FEET FOR CHECK-IN AND WAITING AREA, 1800 SQUARE FEET OF RETAIL DISPLAY AREA AND 500 SQUARE FEET OF REAR STORAGE, INVENTORY CONTROL AND PACKAGING TO BE LOCATED IN BUILDING 1 LOCATED AT 1639 AND 1645 6TH STREET; AND A 4500 SQUARE FOOT COFFEE SHOP, ART DISPLAY AND OFFICE/EVENT SPACE TO BE LOCATED IN BUILDING 2 LOCATED AT 1657 AND 1669 6TH STREET; LOCATED IN THE C-G (GENERAL COMMERCIAL ZONE); KISMET ORGANIC, APPLICANT.

WHEREAS, Ed Sapiago (on behalf of Kismet Organic Cultivation) filed an application for Conditional Use Permit 305 to convert existing vacant commercial tenant space into the following uses: a 3050 square foot cannabis dispensary including 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street; Assessor's Parcel No's. 778-061-009 and 778-061-010 ("Project"); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on CUP No. 305 on November 6, 2019 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California and recommended that the City Council approve Conditional Use Permit No. 305; and,

WHEREAS, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 17.38 of the Coachella Municipal Code, and the attendant applications for Conditional Use Permit and a Change of Zone to allow the Project; and,

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City's General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the proposed site is adequate in size and shape to accommodate the proposed development; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

WHEREAS, the City Council conducted a duly noticed public hearing on CUP No. 305 on February 26, 2020 at the Coachella City Hall, 1515 6th Street, Coachella, California and allowed public testimony; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California does hereby approve of Conditional Use Permit No. 305, subject to the findings listed below and the attached Conditions of Approval for the Kismet Coachella Project (contained in “Exhibit A” and made a part herein).

Findings for Conditional Use Permit No. 305

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Downtown Center land use designation that allows for the proposed development. The proposed uses on the site are in keeping with the policies of the Downtown Center land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plans proposes a cannabis microbusiness including an indoor cannabis lounge where cannabis products will be sold and consumed. The Project complies with applicable CG-RC (General Commercial-Retail Cannabis Overlay) zoning standards as proposed.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The Project site is within the Downtown Center land use designation of the City’s general plan. This category provides for a broad spectrum of commercial and residential land uses. The proposed uses are compatible with existing adjacent land uses.
4. The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (C) that exempts the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure.

PASSED, APPROVED and ADOPTED this 26th day of February 2020.

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. 2020-09 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 26th day of February 2020 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

“EXHIBIT A”
CONDITIONS OF APPROVAL FOR THE KISMET COACHELLA PROJECT
INCLUDING A RETAIL CANNIBIS DISPENSARY AND COFFEE SHOP,
ART DISPLAY AND OFFICE/EVENT SPACE
(CUP 305).

General Conditions

1. Conditional Use Permit No. 305 is contingent upon City Council approval of the attendant Change of Zone 18-07 application. Conditional Use Permit No. 305 hereby approves the following uses: A 3050 square foot cannabis dispensary including 750 square feet for check-in and waiting area; 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging located in Building 1 located at 1639 and 1645 Sixth Street; and a 4500 square foot coffee shop, art display and office/event space located in building 2 located at 1657 and 1669 Sixth Street. The applicant shall secure building permits for tenant improvements for the new businesses through the City’s Building Division and the Riverside County Fire Marshal’s office prior to the commencement of business activities. Hours of operation for the cannabis dispensary retail business may be from 7:00 am to 10:00 pm daily, unless otherwise restricted by the State of California. The owner shall procure a City Cannabis Regulatory Permit and a State License prior to commencement of business activities.
2. Conditional Use Permit No. 305 shall be valid for 12 months from the effective date of said City Council approvals unless the applicant requests an extension of time and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the Conditional Use Permit.
3. The construction of all new structures shall be in conformance with construction drawings and landscaping plans designed in accordance with the Kismet Coachella Project and the conditions of approval imposed below:
 - a. All exterior building materials and colors shall substantially match the exhibits submitted with the Kismet Coachella Project Development applications.
 - b. All fencing or garden walls shall be subject to issuance of a separate building permit by the City Building Division.
 - c. All parking lot lighting for the Project shall be consistent with the architectural design exhibits of the Project, as approved by the Development Services Director.
 - d. All masonry/wrought iron perimeter walls and garden walls shall be consistent with the submitted plans, subject to review by the Development Services Director, and subject to the City’s Building Codes.

4. All plans, as shown, are considered “conceptual,” subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of the conditional use permits, including architectural features, materials and site layout.
5. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted U.B.C., U.P.C., U.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.
6. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
7. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.
8. Prior to the issuance of building permits, grading or construction, the following mitigation measures shall be implemented:
 - a) In the event any onsite structures are demolished, an asbestos inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. The inspection shall include, but not be limited to

visual inspection, sampling, and laboratory analysis for the presence of asbestos products, including asbestos-containing material (ACM) and asbestos-containing construction material (ACCM). Polarized Light Microscopy and other methods consistent with the US EOA 600 method shall be applied to this investigation. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.

- b) In the event any onsite structures are demolished, a lead-based paint inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. Inspections shall be carried out in accordance with US Department of Housing and Urban Development (HUD) guidelines, as well as OSHA Lead Exposure in Construction, Code of Federal Regulations, Title 29, Section 1926. The inspection shall include, but not be limited to visual inspection, sampling, and analysis of materials suspected of containing lead paint or other lead-based materials and coatings. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
- c) Prior to the start of any activity that might disturb materials potentially containing asbestos, lead, and/or other hazardous or potentially hazardous materials, a qualified and licensed contractor shall be hired to complete necessary abatement procedures. All demolition and other project related actions that might potentially disturb hazardous materials shall be performed by properly trained and qualified personnel. Remediation actions are expected to include but will not be limited to the following:
1. Each part of the building from which asbestos is being removed shall, as appropriate, be sealed off in order to prevent contamination of the other area. Methods of area containment may include polyethylene film, duct tape, negative air pressure machines and other appropriate means depending on the type of asbestos materials encountered.
 2. Specially designed vacuum cleaners that are designed for asbestos containment (class H) can be safely used when cleaning up during and after asbestos removal.
 3. Removed asbestos and materials with embedded or coated with asbestos shall, as appropriate, be double wrapped in plastic and driven to a landfill.
- d) If surficial or buried materials within the project site are found to contain potentially hazardous materials (such as: asbestos-containing material, lead-based paint, and mercury or PCB-containing material) such materials shall be removed properly prior to any further site disturbance in the affected area, and disposed of at appropriate landfills or recycled, in accordance with the regulatory guidance provided in California Code of Regulation (CCR) and following the requirements of the Universal Waste Rule (40 CFR part 9).
- e) During project construction and implementation, the handling, storage, transport, and

disposal of all chemicals, including herbicides and pesticides, runoff, hazardous material and waste used on, or at, the project site, shall be in accordance with applicable local, state, and federal regulations.

- f) Vapor Encroachment Screening shall be conducted in accordance with the ASTM Standard E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions to identify the likelihood of migrating vapors to encroach on the subject property, thereby creating a Vapor Encroachment Condition (VEC). A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of building permits.
- g) A vapor intrusion risk evaluation shall be conducted in accordance with most recent version of the CalEPA Department of Toxic Substances Control's "Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" to identify the likelihood of vapor intrusion into future buildings and potential impacts on indoor air quality. A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of grading and building permits.
- h) The applicant shall provide the City with copies of permits required by the South Coast Air Quality Management District, or a written confirmation that no permits are necessary.
- i) The applicant shall satisfy all requirements of the Fire Department relating to construction, operation, and emergency response. No building permits shall be issued, and no occupancy of the buildings shall be permitted prior to written approval by the Fire Department.

Engineering – Grading and Drainage:

- 9. Site access improvements shall be in conformance with the requirements of Title 24 of the California Administrative Code. This shall include access ramps for off-site and on-site streets as required.
- 10. If the applicant is planning to build a wall, separate permits shall be required for wall construction. The maximum height of any wall shall be limited to six (6) feet as measured from an average of the ground elevations on either side.

Engineering – Street Improvements:

- 11. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the

improvements. Driveways shall conform to City of Coachella standards for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.

12. Applicant shall obtain an encroachment permit for any improvements constructed within public right-of-way including alleys.

Engineering-Sewer and Water Improvements

13. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.
14. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements

Engineering – General:

15. Applicant shall take into consideration City’s project titled “Grapefruit Boulevard Urban Greening & Connectivity Project” and match improvements proposed for Grapefruit Blvd. Engineering department will provide direction on this matter.
16. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be subject to review and approval by the City Engineer. No sediment is to leave the site. Additional securities, in bond form, in amount of \$2,000.00 per acre of gross area, and a one time cash deposit of \$2,000.00 are required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved, the original plans, and executed dust control agreement, are filed in the engineering department at the City of Coachella.
17. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.
18. Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a Preliminary WQMP for plan review accompanied by a \$3,000 plancheck deposit and a Final WQMP for final approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.

Engineering – Completion:

19. “As-built” plans shall be submitted to and approved by the City Engineer prior to acceptance of the improvements by the City. All off-site and on-site improvements shall be completed to the City Engineer prior to acceptance of improvements for maintenance by the City.

20. Prior to issuance to of certificate of occupancy, all public improvements, including landscaping and lighting of the retention basins, and landscaped areas along the exterior streets, shall be completed to the satisfaction of the City Engineer.

Environmental Compliance:

21. The applicant shall comply with the following items prior to issuance of building permits:

- a) Verify that asbestos has been mitigated and submit disposal and closure plan
- b) Submit detailed plumbing and mechanical plans
- c) Facility required to submit a source control survey;
- d) Backflow devices; will require Reduced Pressure Principle Device (RP) within 12 inches of water service installed to protect water supply from contamination or pollution; 1
- e) Install separate AMI metering system for each building;
- f) Install separate AMI water service meter for irrigation system;
- g) The project must implement the State's drought mandate which prohibits irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems;

22. Prior to the issuance of a building permit, the applicant shall pay all Development Fees to the City; including outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.

23. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.

24. The applicant shall pay all required water connection fees.

Coachella Valley Unified School District

25. The Coachella Valley Unified School District is authorized by the State Legislature to levy developer fees on commercial development. The Applicant or successor in interest shall pay fees in effect at the time of building permit issuance. The fees collected will be used to assist in the housing of students within the District.

26. The owner/operator of the retail cannabis business shall assign an employee to act as parking monitor to direct vehicles to parking spaces during business hours to improve traffic safety.

27. The applicant shall obtain separate sign permits for all wall signs. All signs may be channel lettering or logo signs with “halo” lighting and reduced illumination or backlit with gooseneck lamps.

BUILDING PERMIT No. 2993

CITY OF COACHELLA, CALIFORNIA

Phone (714) 398-0161 398-6131
765-262-012

OWNER **United Farm Workers**

CONTRACTOR _____

JOB ADDRESS **1639 6th St.**

LOT _____ BLK _____ TRACT _____

ARCHITECT _____

ENGINEER _____

PURPOSE OF PERMIT **Sign (6x8)**

PLAN CK _____ SPECIAL INSP _____

AIR COND _____ PLUMB _____ ELECT _____

LOT SIZE _____ BLDG. SIZE _____

VALUATION _____ FOOTAGE _____

OCCUPANCY GROUP _____ USE ZONE _____

TYPE CONSTR. _____ FIRE ZONE _____

SETBACK-FRONT _____ REAR _____ SIDE _____

CURBING _____ TYPE V CEMENT _____

DATE REC. _____ DATE APP. **6-18-75**

APPROVED BY _____

SPECIAL NOTES: _____

OWNER-BUILDER CONTRACTOR

I certify that in the performance of the work for which this permit is issued I shall not employ any person in violation of the workmen's compensation laws of California.

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State laws applicable.

Signed: **Ann McByrne** **\$5.00**

FEES: PLAN CK _____ BUILDING **\$5.00**

TOTAL OF ALL FEES **\$5.00**

NOTICE TO CONTRACTORS & SUB-CONTRACTORS

Final inspection of this job may be withheld until all contractors or sub-contractors having performed work under the above building permit have signed this card below as having valid Coachella business licenses.

GRADING _____

SEWERS _____

FRAMING **Paul ck # 274**

ROOFING _____

PLUMBING _____

LATHING **C. J. J. Ref # 4705**

FLOORING _____

TILES _____

PAVING **\$5.00**

PAINTING _____

OTHER _____

CEMENT _____

MASONRY _____

ELECTRIC **2993**

HEATING _____

INSPECTION RECORD

EXCAVATION & SETBACKS:
Pour no concrete until signed here: INT. DATE

SETBACKS _____

FOOTINGS _____

FORMS OR STEEL _____

CONCRETE SLAB FLOOR:
Do not pour until signed

ELECTRIC Gnrwk _____

PLUMBING Gnrwk _____

SLAB HEIGHT _____

ELECT GROUND _____

CRUSHED ROCK _____

ROUGH INSPECTIONS:
Cover no work until signed

ELECTRIC _____

PLUMBING _____

T & P VALVE _____

GAS LINES _____

A/C & HEATING _____

ATTIC ACCESS _____

ATTIC VENTS _____

GARAGE VENTS _____

FRAMING _____

ROOF NAILING _____

OTHER: _____

SPECIAL INSPECTION:
Cover no work until signed

INSULATION _____

LATH & PLASTER:
Cover no work until signed

EXT. LATH _____

INT. LATH _____

SHOWER BACKING _____

CORNER BEAD _____

VENEER ANCHORS _____

FINISH INSPECTION:
Do not occupy until signed

ELECTRICAL _____

PLUMBING _____

GAS _____

A/C & HEATING _____

BUILDING _____

SEWAGE _____

CURBING _____

PARKING _____

DOOR CLOSER _____

T & P. VALVE _____

OTHER: _____

AIR CONDITIONING PERMIT

AMOUNT CLASSIFICATION **Item 31.**

PERMIT _____

APPLIANCES _____

AIR DUCTS _____

VENTS _____

VENT DUCTS _____

COMPRESSORS _____

COILS _____

TOWERS _____

COOLERS _____

PRE-COOLERS _____

SPECIAL INSP _____

OTHER: _____

TOTAL FEE _____

Special Notes: _____

ELECTRICAL PERMIT

AMOUNT CLASSIFICATION FEE

PERMIT _____

SERVICE _____

ONE CENT RATE _____

1/2 CENT RATE _____

FIXTURES _____

GENERATORS _____

APPLIANCES _____

MISC. _____

MOTORS _____

OUTLETS _____

SIGNS _____

CONSTR. POLE _____

TRANSFORMERS _____

ANNUAL PERMIT _____

SPECIAL INSP _____

OTHER: _____

TOTAL FEE _____

Special Notes: _____

PLUMBING PERMIT

AMOUNT CLASSIFICATION FEE

PERMIT _____

FIXTURES _____

SEWER _____

PRIVATE SEWER _____

WATER HEATER _____

GAS PIPING _____

WATER PIPING _____

DRAINAGE _____

SPRINKLERS _____

OTHER: _____

TOTAL FEE _____

Special Notes: _____

BUILDING PERMIT No. 2361

CITY OF COACHELLA, CALIFORNIA

Phone (714) 398-0161 398-0104

OWNER **Henry Juarez (J.M.) S. 18**
85-051 Orange Grove, Indio, Calif.

CONTRACTOR **self**

JOB ADDRESS **1639045 6th St., Coachella**

LOT **6** BLK **27** TRACT

ARCHITECT

ENGINEER

PURPOSE OF PERMIT **Reburshing building for a women clothing store**

PLAN CK SPECIAL INSP

AIR COND PLUMB ELECT

LOT SIZE BLDG. SIZE

VALUATION **8300.00** FOOTAGE

OCCUPANCY GROUP USE ZONE

TYPE CONSTR. FIRE ZONE

SETBACK-FRONT REAR SIDE

CURBING **in** TYPE V. CEMENT

DATE RECD **11-30-72** DATE APP. **11-30-72**

APPROVED BY **Joe Palomino, ig**

SPECIAL NOTES:

OWNER-BUILDER CONTRACTOR

I certify that in the performance of the work for which this permit is issued I shall not employ any person in violation of the workmen's compensation laws of California.

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State laws applicable.

Signed *[Signature]*

FEES: PLAN CK BUILDING **5.00**

TOTAL OF ALL FEES

NOTICE TO CONTRACTORS & SUB-CONTRACTORS

Final inspection of this job may be withheld until all contractors or sub-contractors having performed work under the above building permit have signed this card below as having valid Coachella business licenses:

GRADING _____
SEWERS _____
FRAMING _____
ROOFING _____
PLUMBING _____
LATHING _____
FLOORING _____
TILES BY _____
PAVING _____
PAINTING _____
OTHER _____
CEMENT _____
MASONRY _____
ELECTRIC _____
HEATING _____

P A I D
NOV 30 1972
CITY OF COACHELLA

[Signature]
5 25 OK

[Signature]
349

INSPECTION RECORD

EXCAVATION & SETBACKS:
Pour no concrete until signed here.

SETBACKS	INT.	DATE
FOOTINGS		
FORMS OR STEEL		

CONCRETE SLAB FLOOR:
Do not pour until signed

ELECTRIC Gnrwk		
PLUMBING Gnrwk		
SLAB HEIGHT		
ELECT-GROUND		
CRUSHED ROCK		

ROUGH INSPECTIONS:
Cover no work until signed

ELECTRIC		
PLUMBING		
T & P VALVE		
GAS LINES		
A/C & HEATING		
ATTIC ACCESS		
ATTIC VENTS		
GARAGE VENTS		
FRAMING		
ROOF NAILING		
OTHER:		

SPECIAL INSPECTION:
Cover no work until signed

INSULATION		
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LATH & PLASTER:
Cover no work until signed

EXT LATH		
INT LATH		
SHOWER BACKING		
CORNER BEAD		
VENEER ANCHORS		

FINISH INSPECTION:
Do not occupy until signed

ELECTRICAL		
PLUMBING		
GAS		
A/C & HEATING		
BUILDING		
SEWAGE		
CURBING		
PARKING		
DOOR CLOSER		
T & P VALVE		
OTHER:		

PLASTERING		
CABINETS		
GLAZING		
SHEET METAL		
INSULATION		
OTHER:		

AIR CONDITIONING PERMIT

AMOUNT	CLASSIFICATION	Item 31.
	PERMIT	20.
	APPLIANCES	
	AIR DUCTS	
	VENTS	
	VENT DUCTS	
	COMPRESSORS	
	COILS	
	TOWERS	
	COOLERS	
	PRE-COOLERS	
	SPECIAL INSP	
	OTHER:	
TOTAL FEE		

Special Notes:

ELECTRICAL PERMIT

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	SERVICE	
	ONE CENT RATE	
	1/2 CENT RATE	
	FIXTURES	
	GENERATORS	
	APPLIANCES	
	MISC.	
	MOTORS	
	OUTLETS	
	SIGNS	
	CONSTR POLE	
	TRANSFORMERS	
	ANNUAL PERMIT	
	SPECIAL INSP	
	OTHER:	
TOTAL FEE		

Special Notes:

PLUMBING PERMIT

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	FIXTURES	
	SEWER	
	PRIVATE SEWER	
	WATER HEATER	
	GAS PIPING	
	WATER PIPING	
	DRAINAGE	
	SPRINKLERS	
	OTHER:	
TOTAL FEE		

Special Notes:

2361

HARD COPY MUST BE POSTED ON BUILDING SITE

BUILDING PERMIT

CITY OF COACHELLA, CALIFORNIA

Phone (714) 398-6131 N^o 4071

OWNER **George Thomas 769-262-012**

CONTRACTOR **Ortin Roofing**

JOB ADDRESS **1639 6th St.**

LOT _____ BLK _____ TRACT _____

ARCHITECT _____

ENGINEER _____

PURPOSE OF PERMIT **Regular roof**

PLAN CK _____ SPECIAL INSP _____

AIR COND _____ PLUMB _____ ELECT _____

LOT SIZE _____ BLDG. SIZE _____

VALUATION **8455.00** FOOTAGE _____

OCCUPANCY GROUP _____ USE ZONE _____

TYPE CONSTR. _____ FIRE ZONE _____

SETBACK-FRONT _____ REAR _____ SIDE _____

CURBING _____ TYPE V CEMENT _____

DATE REC. _____ DATE APP. **4-4-78**

APPROVED BY _____

SPECIAL NOTES: _____

OWNER-BUILDER CONTRACTOR

I certify that in the performance of the work for which this permit is issued I shall not employ any person in violation of the work-er's compensation laws of California.

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State laws applicable.

Signed: _____
FEES: PLAN CK _____ BUILDING **610.00**

TOTAL OF ALL FEES **610.00**

NOTICE TO CONTRACTORS & SUB-CONTRACTORS

Final inspection of this job may be withheld until all contractors or sub-contractors having performed work under the above building permit have signed this card below as having valid Coachella business licenses.

GRADING _____
SEWERS _____
FRAMING _____
ROOFING _____
PLUMBING **110.00**
LATHING _____
FLOORING _____
TILES _____
PAVING _____
PAINTING _____
GLAZING _____
MASONRY _____
ELECTRIC _____
HEATING _____

PLASTERING _____
CABINETS _____
GLAZING _____
SHEET METAL _____
INSULATION _____
OTHER: _____

INSPECTION RECORD

EXCAVATION & SETBACKS:

Pour no concrete until signed here. INT. DATE
SETBACKS _____
FOOTINGS _____
FORMS OR STEEL _____

CONCRETE SLAB FLOOR:

Do not pour until signed
ELECTRIC Gnrk _____
PLUMBING Gnrk _____
SLAB HEIGHT _____
ELECT GROUND _____
CRUSHED ROCK _____

ROUGH INSPECTIONS:

Cover no work until signed

ELECTRIC _____
PLUMBING _____
T & P VALVE _____
GAS LINES _____
A/C & HEATING _____
ATTIC ACCESS _____
ATTIC VENTS _____
GARAGE VENTS _____
FRAMING _____
ROOF NAILING _____
OTHER: _____

SPECIAL INSPECTION:

Cover no work until signed

INSULATION _____
LATH & PLASTER: _____
Cover no work until signed
EXT LATH _____
INT LATH _____
SHOWER BACKING _____
CORNER BEAD _____
VENEER ANCHORS _____

FINISH INSPECTION:

Do not occupy until signed

ELECTRICAL _____
PLUMBING _____
GAS _____
A/C & HEATING _____
BUILDING _____
SEWAGE _____
CURBING _____
PARKING _____
DOOR CLOSER _____
T & P VALVE _____
OTHER: _____

AIR CONDITIONING PERMIT

Attachment 4
Item 31.
20.

AMOUNT	CLASSIFICATION
	PERMIT
	APPLIANCES
	AIR DUCTS
	VENTS
	VENT DUCTS
	COMPRESSORS
	COILS
	TOWERS
	COOLERS
	PRE-COOLERS
	SPECIAL INSP
	OTHER:
	TOTAL FEE

Special Notes: _____

ELECTRICAL PERMIT

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	SERVICE	
	ONE CENT RATE	
	1/2 CENT RATE	
	FIXTURES	
	GENERATORS	
	APPLIANCES	
	MISC.	
	MOTORS	
	OUTLETS	
	SIGNS	
	CONSTR POLE	
	TRANSFORMERS	
	ANNUAL PERMIT	
	SPECIAL INSP.	
	OTHER:	
	TOTAL FEE	

Special Notes: _____

PLUMBING PERMIT

AMOUNT	CLASSIFICATION	FEE
	PERMIT	
	FIXTURES	
	SEWER	
	PRIVATE SEWER	
	WATER HEATER	
	GAS PIPING	
	WATER PIPING	
	DRAINAGE	
	SPRINKLERS	
	OTHER:	
	TOTAL FEE	

Special Notes: _____

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **10/29/2013**
PERMIT NO: **BL-2013-01-09443**
USE ZONE: **General Commercial**
OCCUPANCY: **CONSTR** TYPE: **SQ FT:**

Item 31.

Inspection Request Require 24 Hour Notice
(760) 398-3002

Project Address: 1667 6TH ST
COACHELLA CA 92236

Project Valuation: \$ 30,000.00

PARCEL #: 765262010

LOT #: 9

TRACT #: 0.00

Applicant's Name: GENEVIEVE THOMAS
Owner's Name: GENEVIEVE THOMAS
Owner's Address: PO BOX 6
COACHELLA CA 92236

Phone: (760) 899-0984

Fax:

Contractor's Name:
Contractor's Address:

Phone:

Fax:

Business Lic:

State Licence:

Contact Phone:

Contact Person:

Project Name:

Permit Type: MISCELLANEOUS BUILDING PERMIT

Description of Work: RETROFIT WALL ANCHORAGE AND REROOF BUILDINGS AT 1667, 1657, 1639, 1645 AND 1647

Condition: SIXTH STREET

FEE(S):

BUILDING FEE	\$502.50	Plan Check Fees	\$567.50	Strong Motion Instrumentation	\$6.30
Senate Bill 1473	\$2.00				

TOTAL FEES: \$ 1,078.30

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

Genevieve Thomas

(Applicant Signature)

[Signature] 10/29/13

Building

BUILDING PERMIT NO. _____

CITY OF COACHELLA, CA
1515 SIXTH STREET
COACHELLA, CA. 92236 (760) 398-3002

employees provided that such improvements are not
or offered for sale. If, however, the building or imp
sold within one year of completion, the owner-build
the burden of proving that he or she did not build or improve for
the purpose of sale.)

Item 31.
20.

Building Address: _____

Applicant: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

Owner: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

Contractor: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

State Lic. & Class: _____ City License #: _____

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: _____ License #: _____

Date: _____ Contractor: _____

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own

I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.).

I am exempt under Sec. _____ B & P C for this reason

Date: Oct 29, 2013 Owner: Genevieve Thomas

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: _____ Policy # _____

(This section need not be completed if the permit is for one hundred dollars (\$100) or less).

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: _____ Applicant: _____

WARNING: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

CONSTRUCTION LENDING AGENCY

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name _____

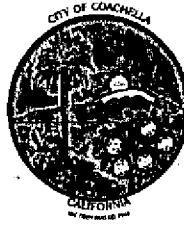
Address: _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building

construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date: Oct 29, 2013 Applicant Signature: Genevieve Thomas

**CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES**



DATE: **08/13/2015**
PERMIT NO: **BL-2015-08-11162**
USE ZONE:
OCCUPANCY: CONSTR TYPE: SQ FT:

Item 31.
20.

Inspection Request Require 24 Hour Notice
(760) 398-3002

Project Address: 1639 6TH ST
COACHELLA CA 92236

Project Valuation: \$ 0.00

PARCEL #:

LOT #:

TRACT #:

Applicant's Name: CALACON, INC.
Owner's Name: GENEVIEVE THOMAS
Owner's Address: 1639 6TH ST
COACHELLA CA 92236

Phone: (760) 275-4995

Fax:

Contractor's Name:
Contractor's Address:

Phone: **760-275-4995**

Fax:

Business Lic:

State Licence:

Contact Phone:

Contact Person: *Scott Make*

Project Name:
Permit Type: DEMOLITION PERMIT
Description of Work: DEMOLITION PERMIT
Condition:

FEE(S):
DEMO \$368.00

TOTAL FEES: \$368.00

CERTIFICATION APPEARING ON APPLICATIONS

I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

[Signature]
(Applicant Signature)

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications.

Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

[Signature] 8/13/15
Building

Demo Permit

Item 31.



RECEIVED
AUG 13 2015
DATE: 8/13/2015

PERMIT NO: _____
USE ZONE: _____
OCCUPANCY: CONSTR TYPE: SQ FT:

CITY OF COACHELLA
BUILDING PERMIT
COMMUNITY & DEVELOPMENT SERVICES

INSPECTION REQUEST REQUIRE 24 HOUR NOTICE
(760) 398-3002

Project Address:
Dirección del Proyecto:

Project Valuation: \$4000
Evaluación del Proyecto:
PARCEL# APN 778-061-009-2
LOT#: APN 778-061-012-4
TRACT#: APN 778-061-010-2
Phone Number: APN 778-061-010-2
Numero de Telefono
APN 778-061-011-3
Fax:
Fax:

Applicant's Name: GENEVIEVE Thomas
Nombre del Solicitante
Owner's Name:
Nombre del Propietario:
Owner's Address: PO Box 6
Dirección del Propietario Coachella CA 92236

Contractor's Name: CALAXON INC
Nombre del Contratista
Contractor's Address: 59-800 Avenida Calumbre
Dirección del Contratista: mountain center CA 92564

Phone Number: (760) 275-4995
Número de Teléfono:
Fax: Email CALAXONINC@AOL.COM
Fax:

Contact Person: Scott Mabe
Persona de Contacto (760) 275-4995

Bus Lic/Licencia: 622308
State Lic/Licencia del Estado:
Contact Phone: 760 275-4995
Teléfono de Contacto:

Project Name/ Nombre del Proyecto:

Permit Type/ Tipo de Permiso:

Description of Work/ Descripción de los trabajos:

Condition/ Condición: Demo Interior Stairs 1639, 1645, 1647, 1657, 1667

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# AC/ BOILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/ OVER 1000 AMPS	# AC/ BROILERS 500K BTU- 1M BTU	# OF PLUMBING FIXTURES:
# OF TEMP POWER SERVICES	# AC/ BROILERS 1M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/ BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWN SPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

CERTIFICATION APPEARING ON APPLICATIONS have carefully examined the above completed "Application and Permit" and do hereby certify that all information herein is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Applicant's Signature

Building

Planning

BUILDING PERMIT NO. _____

CITY OF COACHELLA, CA
1515 SIXTH STREET
COACHELLA, CA. 92236 (760) 398-3002

Building Address: 1639/45, 47, 57, 67/6th St

Applicant: GENEVIEVE Thomas

Mailing Address: PO Box 6

City: Coachella Zip: 92236 Tel: _____

Owner: GENEVIEVE Thomas

Mailing Address: PO Box 6

City: Coachella Zip: 92236 Tel: _____

Contractor: CALCON INC. Scott Mabe

Mailing Address: 59-820 AUSAIDA LaCumbre

City: Coachella CA Zip: 92236 Tel: 760 275-4995

State Lic. & Class: B City License #: 622308

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: B License #: 622308

Date: 8/13/13 Contractor: CALCON INC

OWNER-BUILDER DECLARATION

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure; prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her o

Attachment 4
employees provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder shall bear the burden of proving that he or she did not build or improve for the purpose of sale.)

- I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)
- I am exempt under Sec. _____ B & P C for this reason _____
Date: _____ Owner: _____

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: State Fund Policy # 906629-14 (This section need not be completed if the permit is for one hundred dollars (\$100) or less).
- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
Date: 8/13/2013 Applicant: SNAPZ

WARNING: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

CONSTRUCTION LENDING AGENCY

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name _____
Address: _____

- I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.
Date: _____ Applicant Signature: _____

RECEIVED
Attached
AUG 13 2015
Item 31.
20.

INSPECTION REPORT

ASBESTOS

Conducted at

**1639-1667 – 6th St.
Coachella, CA**

Prepared for

**Genevieve Thomas
P.O. Box 6
Coachella, CA 92236**

Prepared by

**MASTERS ENVIRONMENTAL INC.
44719 ALEXANDRIA VALE
INDIO, CA 92201**

**ASBESTOS CONSULTANT
03-3365 – GREGORY MASTERS
CALIFORNIA LEAD INSPECTOR/ASSESSOR #18638**



August 11, 2015



ASBESTOS SURVEY

DATE OF SURVEY: July 27, 2015

LOCATION: 1639-1667 – 6th St.
Coachella, CA

BY:

Gregory Masters
California Certified Asbestos Consultant # 03-3365
Masters Environmental Inc.
44719 Alexandria Vale
Indio, CA 92201
760-200-2900

Survey authorized by: Genevieve Thomas
P.O. Box 6
Coachella, CA 92236

Methods:

All materials in the structures that were suspected of containing asbestos were sampled according to specified protocols. Samples were sent to a NAVLAP accredited laboratory, Patriot Environmental Laboratory Services, Fullerton, CA – Lab code 200358-0. They were analyzed by Polarized Light Microscopy according to Bulk Analysis Protocol EPA 600/R-93/116. The laboratory report is attached to this message for your inspection. Collection of suspect ACM's followed the National Emissions Standards of Hazardous Air Pollutants (NESHAPS) protocol for sample collection for a demolition/renovation survey.

Bulk Sampling of Asbestos

Bulk samples of all homogeneous materials from identified areas containing suspect ACM were collected. A homogeneous material is defined as a surfacing material, thermal system insulation (TSI), asbestos-containing construction material or miscellaneous material that is uniform in use, color, texture and age of construction. As materials were identified, bulk samples were placed into individual sampling bags. Each sample was given a discreet identification number and recorded on chain-of-custody forms.

Sampling Table:

Sample Location Description Friable Quantity Condition Asbestos

1665 - 6th St.

Sample	Location	Description	Friable	Quantity	Condition	Asbestos
001	Office #1	Drywall & T.C.	F	TBD	Good	ND
002	Office #1	↓	F		Good	ND
003	Hall	↓	F		Good	ND
004	Insulation	Brown, floor	NF	20 cu.ft	Good	ND
005	Ceiling	Popcorn ceiling	F	75 sq.ft.	Good	5% Chrys
006	↓	↓	F		Good	5% Chrys
007	↓	↓	F		Good	5% Chrys



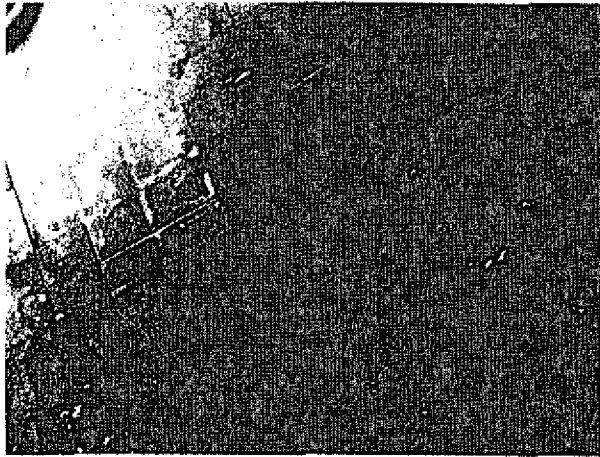
Popcorn ceiling



Popcorn ceiling debris

1667 - 6th St.

008	Floor	9x9 floor tile	NF	1334 sq.ft	Good	ND
009	↓	Mastic	NF		Good	ND
010	Ceiling	Drywall & T.C.	F	437 sq.ft	Good	ND
011		↓	F		Good	<1% Chrys
012			F		Good	<1% Chrys



9x9 floor tiles that test (surprise!) negative for asbestos

1647 – 6th St.

013	Ceiling	Drywall & T.C.	F	247 sq.ft	Good	<1% Chrys
014	↓	↓	F		Good	<1% Chrys
015	↓	↓	F		Good	<1% Chrys

1639, 1645 – 6th St.

016	Office #1	Drywall & T.C.	F	3700 sq.ft	Good	ND
017	Hall, site 1	↓	F		Good	ND
018	Hall, site 2	↓	F		Good	ND
019	Bathroom	12x12 floor tile	NF	55 sq.ft	Good	ND
020	↓	Mastic	NF		Good	ND

1000 point count

Asbestos samples that test positive for asbestos at <1% are re-tested by the laboratory with a process called POINT COUNT.

Patriot Environmental Laboratory Services was instructed to re-test by POINT COUNT a drywall sample from 1647 and 1667. These were put through the process. Results: Each sample tested at less than 0.1% asbestos.

Therefore, the drywall may be removed by ordinary workers who are not asbestos removal certified.

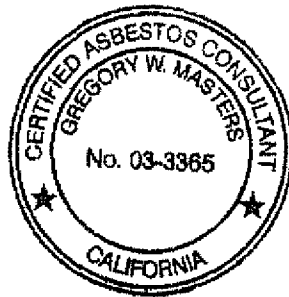
RESULTS:

The popcorn ceiling tested positive for Chrysotile asbestos at 5%. There is about 75 sq.ft on the ceiling. The rest is in floor debris, which is therefore considered contaminated. Whether on the ceiling or on the floor, It must be removed by certified workers who are trained, and who use safe and approved methods.

No guarantees are offered or implied.

We appreciate the opportunity to serve your asbestos needs, and look forward to working with you again.

Gregory Masters, CAC



Masters Environmental Inc.
44719 Alexandria Vale
Indio, CA 92201

760-200-2900
760-200-2901 FAX
gmasters@sonic.net

Certificate of Analysis
PLM Asbestos Identification

tel - 714-899-8900
 free - 888-743-8998
 fax - 714-899-7098
 www.patriotlab.com

1041 S. Placentia Avenue, Fullerton, CA 92831



Item 31.

20.

Masters Environmental
 44719 Alexandria Vale
 Indio, CA 92201

Report Number: 576263
 Project Number: 2392
 Project Name:
 Project Location: 1639-1667 6th St
 Coachella CA

Date Collected: 7/27/2015
 Date Received: 8/6/2015
 Date Analyzed: 8/6/2015
 Date Reported: 8/7/2015

Collected By:
 Claim Number:
 PO Number:
 Number of Samples: 2

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
576263-001 011	Ceiling	Drywall and Taping Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint

Chrysotile <0.1 %
 Total Asbestos < 0.1%

576263-002 013	Ceiling	Drywall and Taping Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint
-------------------	---------	--------------------------------	-------	----------------------------------------------------------

Chrysotile <0.1 %
 Total Asbestos < 0.1%

Note: Sample(s) was/were analyzed following the EPA Point Count method using 1000 points to meet the Cal OSHA Detection Limit of 0.1%.

Melissa Sandoval - Analyst

Ian Reyes - Approved By

Bulk sample(s) submitted was (were) analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A; EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials), and EPA-600/M4-82-020 (US EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. Samples of wall systems containing discrete and separable layers are analyzed separately and reported as composite unless specifically requested by the customer to report analytical results for individual layers. This report applies only to the items tested. Results are representative of the samples submitted and may not represent the entire material from which the samples were collected. "None Detected" means that no asbestos was observed in the sample. "<1%" (less than one percent) means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report was issued by a NIST/NVLAP (Lab Code 200358-0) and CADOHS-ELAP (Cert. No. 2540) accredited laboratory and may not be reproduced, except in full without the expressed written consent of Patriot Environmental Laboratory Services, Inc. This report may not be used to claim product certification, approval or endorsement by NIST, NVLAP, ELAP or any government agency.

*Point Count request Per Greg Masters
8/6/15 @ 11:21 AM 24HR TA

CHAIN OF CUSTODY

Item 31.

Page 1 of 1

Lab Use Only
Report Number: 576263

MASTERS ENVIRONMENTAL	Project #: 2392
44719 ALEXANDRIA VALE	Project Name:
INDIO, CA 92201	Location: 1639-1667 6th St, Coachella, CA
760-200-2900	Sample Collection Date: 7-27-15
Contact Phone:	Preservative:
760-399-8769 (CELL)	Authorized By: Gayle Thomas
760-200-2901 (FAX)	PO#: Claim #:
Special Instructions:	

Analysis Requested		Turnaround Time	
Asbestos		Rush (Same Day) <input type="checkbox"/>	Other <input type="checkbox"/>
PCM (fiber count)	NIOSH 7400A <input type="checkbox"/>	24HR <input checked="" type="checkbox"/>	(specify):
PLM (bulk asbestos)	EPA 800/R-93/116 <input checked="" type="checkbox"/>	48HR <input type="checkbox"/>	
	CARB 436 <input type="checkbox"/>	72HR <input type="checkbox"/>	
	Point Count 400 <input type="checkbox"/>	Note: -STLC/CAL WET requires a minimum of 52 hrs turnaround	
	Point Count 1000 <input checked="" type="checkbox"/>	-TCLP requires a minimum of 22 hrs turnaround	
	Gravimetric Reduction <input type="checkbox"/>	-Cultures require 5-7 days turnaround	
Lead by Flame AA	Paint, Air Cassette, Dust Wipe, Waste Water, Soils, Misc. Solids	EPA 3060B/7420mod, NIOSH 7082mod	
Lead Waste Profile followed by Flame AA	As necessary for disposal <input type="checkbox"/>	* Note: Please provide at least 200-500 grams (approx. 1/2 - 1 lb) of sample for necessary analyses.	
-or Individual tests by request-			
	1: TTLC Total Threshold by EPA 3080B mod <input type="checkbox"/>		
	2: STLC/CAL WET Title 22 CCR Ch11 Article 5 App 2 <input type="checkbox"/>		
	3: TCLP EPA 1311 <input type="checkbox"/>		

8/7 9AM

SAMPLE #	LOCATION	DESCRIPTION	QUANTITY	CONDITION	
665	001	Office #1	Drywall & Taping Compound	TBD	Good
	002	Office #1			Good
	003	Hall			Good
	004	Insulation	Insulation Brown Floor	20 cub. ft	
	005	Ceiling	Popcorn Ceiling	75 sq. ft	See Dam.
	006			+ on floor	
	007				
1667	008	Floor	9 x 9 Floor tile	1334 sq. ft	Good
	009		Tile mastic		
	010	Ceiling	Drywall & T.C.	437 sq. ft	Good
	011				
	012				
647	013	Ceiling	Drywall & Taping Compound	297 sq. ft	Good
	014				
	015				
639 645	016	Office #1	Drywall & Taping Compound	3700 sq. ft	Good
	017	Hall site #2			
	018	Hall site #3			
	019	Bathroom	12 x 12 floor tile	55 sq. ft	Good
	020		Mastic		

Relinquished By: (Print) Greg Masters #033365 (Sign) <i>Greg Masters</i> (Date) 7-27-15
Received By: (Print) <i>Mikela Ortiz</i> (Sign) <i>Mikela Ortiz</i> (Date) 7/28/15 11:40
Relinquished By: (Print) (Sign) (Date)
Received By: (Print) (Sign) (Date)
Relinquished By: (Print) (Sign) (Date)

Certificate of Analysis
PLM Asbestos Identification

tel - 714-899-8900
 free - 888-743-0998
 fax - 714-899-7098
 www.patriotlab.com

1041 S. Placentia Avenue, Fullerton, CA 92834



Item 31.

20.

Masters Environmental
 44719 Alexandria Vale
 Indio, CA 92201

Report Number: 574927
 Project Number: 2392
 Project Name:
 Project Location: 1639-1667 6th St
 Coachella CA

Date Collected: 7/27/2015
 Date Received: 7/28/2015
 Date Analyzed: 7/29/2015
 Date Reported: 7/29/2015

Collected By:
 Claim Number:
 PO Number:
 Number of Samples: 20

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
574927-001 001	Office 1	Drywall and Joint Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint
Total Asbestos	None Detected			
574927-002 002	Office 1	Drywall and Joint Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint
Total Asbestos	None Detected			
574927-003 003	Hall	Drywall and Joint Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint
Total Asbestos	None Detected			
574927-004 004	Insulation	Insulation	Brown	100% Cellulose
Total Asbestos	None Detected			
574927-005 005	Ceiling	Popcorn Ceiling	Beige	75% Carbonate 15% Vermiculite 5% Paint
Chrysotile	5 %			
Total Asbestos	5 %			

Certificate of Analysis
PLM Asbestos Identification

tel - 714-899-8900
 free - 888-743-0998
 fax - 714-899-7098
 www.patriotlab.com

1041 S. Placentia Avenue, Fullerton, CA 92831

Masters Environmental
 44719 Alexandria Vale
 Indio, CA 92201

Report Number: 574927
 Project Number: 2392
 Project Name:
 Project Location: 1639-1667 6th St
 Coachella CA

Date Collected: 7/27/2015
 Date Received: 7/28/2015
 Date Analyzed: 7/29/2015
 Date Reported: 7/29/2015

Collected By:
 Claim Number:
 PO Number:
 Number of Samples: 20

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
574927-006 006	Ceiling	Popcorn Ceiling	Beige	75% Carbonate 15% Vermiculite 5% Paint
Chrysotile	5 %			
Total Asbestos	5 %			
574927-007 007	Ceiling	Popcorn Ceiling	Beige	75% Carbonate 15% Vermiculite 5% Paint
Chrysotile	5 %			
Total Asbestos	5 %			
574927-008 008	Floor	9x9 Floor Tile	Black	100% Non- Fibrous Material
Total Asbestos	None Detected			
574927-009 009	Floor	Tile Mastic	Black	100% Tar
Total Asbestos	None Detected			
574927-010 010	Ceiling	Drywall and Tape Compound	Beige	90% Sulfate 7% Cellulose 3% Glass Fibers
Total Asbestos	None Detected			

Certificate of Analysis
PLM Asbestos Identification

tel - 714-899-8900
 free - 888-743-0998
 fax - 714-899-7098
 www.patriotlab.com

1041 S. Placentia Avenue, Fullerton, CA 92831

Masters Environmental
 44719 Alexandria Vale
 Indio, CA 92201

Report Number: 574927
 Project Number: 2392
 Project Name:
 Project Location: 1639-1667 6th St
 Coachella CA

Date Collected: 7/27/2015
 Date Received: 7/28/2015
 Date Analyzed: 7/29/2015
 Date Reported: 7/29/2015

Collected By:
 Claim Number:
 PO Number:
 Number of Samples: 20

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
574927-011 011	Ceiling	Drywall and Tape Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint

Chrysotile <1 %
Total Asbestos < 1%

574927-012 012	Ceiling	Drywall and Tape Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint
-------------------	---------	------------------------------	-------	----------------------------------------------------------

Chrysotile <1 %
Total Asbestos < 1%

574927-013 013	Ceiling	Drywall and Tape Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint
-------------------	---------	------------------------------	-------	----------------------------------------------------------

Chrysotile <1 %
Total Asbestos < 1%

574927-014 014	Ceiling	Drywall and Tape Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint
-------------------	---------	------------------------------	-------	----------------------------------------------------------

Chrysotile <1 %
Total Asbestos < 1%

Certificate of Analysis
PLM Asbestos Identification

Item 31.

tel - 714-899-8900
 free - 888-743-0998
 fax - 714-899-7098
 www.patriotlab.com

1041 S. Placentia Avenue, Fullerton, CA 92831

Masters Environmental
 44719 Alexandria Vale
 Indio, CA 92201

Report Number: 574927
 Project Number: 2392
 Project Name:
 Project Location: 1639-1667 6th St
 Coachella CA

Date Collected: 7/27/2015
 Date Received: 7/28/2015
 Date Analyzed: 7/29/2015
 Date Reported: 7/29/2015

Collected By:
 Claim Number:
 PO Number:
 Number of Samples: 20

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
574927-015 015	Ceiling	Drywall and Tape Compound	Beige	80% Sulfate 10% Cellulose 5% Carbonate 5% Paint

Chrysotile <1 %
Total Asbestos <1%

574927-016 016	Office 1	Drywall and Tape Compound	Beige	86% Sulfate 7% Cellulose 5% Carbonate 2% Paint
-------------------	----------	------------------------------	-------	---------------------------------------------------------

Total Asbestos None Detected

574927-017 017	Hall Suite 2	Drywall and Tape Compound	White	86% Sulfate 7% Cellulose 5% Carbonate 2% Paint
-------------------	--------------	------------------------------	-------	---------------------------------------------------------

Total Asbestos None Detected

574927-018 018	Hall Suite 3	Drywall and Tape Compound	White	86% Sulfate 7% Cellulose 5% Carbonate 2% Paint
-------------------	--------------	------------------------------	-------	---------------------------------------------------------

Total Asbestos None Detected

574927-019 019	Bathroom	12x12 Floor Tile	Beige	100% Non- Fibrous Material
-------------------	----------	------------------	-------	-------------------------------

Total Asbestos None Detected

Certificate of Analysis
PLM Asbestos Identification

Item 31.

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 Coachella CA

Date Collected: 7/27/2015
 Date Received: 7/28/2015
 Date Analyzed: 7/29/2015
 Date Reported: 7/29/2015

Collected By:
 Claim Number:
 PO Number:
 Number of Samples: 20

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
574927-020 020	Bathroom	Mastic	Yellow	100% Non- Fibrous Material

Total Asbestos **None Detected**

574927-010 Sample Contained Drywall Only



Melissa Sandoval - Analyst



Ian Reyes - Approved By

Bulk sample(s) submitted was (were) analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A; EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials), and EPA-600/M4-82-020 (US EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. Samples of wall systems containing discrete and separable layers are analyzed separately and reported as composite unless specifically requested by the customer to report analytical results for individual layers. This report applies only to the items tested. Results are representative of the samples submitted and may not represent the entire material from which the samples were collected. "None Detected" means that no asbestos was observed in the sample. "<1%" (less than one percent) means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report was issued by a NIST/NVLAP (Lab Code 200358-0) and CADOHS- BLAP (Cert. No. 2540) accredited laboratory and may not be reproduced, except in full without the expressed written consent of Patriot Environmental Laboratory Services, Inc. This report may not be used to claim product certification, approval or endorsement by NIST, NVLAP, ELAP or any government agency.

CHAIN OF CUSTODY

514716

Item 31.

Page 1 of 1

Lab Use Only
Report Number:

MASTERS ENVIRONMENTAL	Project #: 2392
44719 ALEXANDRIA VALE	Project Name:
INDIO, CA 92201	Location: 1639-1667 6th St, Coachella, CA
760-200-2900	Sample Collection Date: 7-27-15
Contact Phone:	Preservative:
760-399-8769 (CELL)	Authorized By: Gayle Thomas
760-200-2901 (FAX)	PO#: Claim #:
Special Instructions:	

Analysis Requested		Turnaround Time	
Asbestos		Rush (Same Day) <input type="checkbox"/>	Other <input type="checkbox"/>
PCM (fiber count)	NIOSH 7400A <input type="checkbox"/>	24HR <input checked="" type="checkbox"/>	(specify):
PLM (bulk asbestos)	EPA 800/R-93/116 <input checked="" type="checkbox"/>	48HR <input type="checkbox"/>	
	CARB 435 <input type="checkbox"/>	72HR <input type="checkbox"/>	
	Point Count 400 <input type="checkbox"/>	<i>Note: -STLC/CAL WET requires a minimum of 52 hrs turnaround</i>	
	Point Count 1000 <input type="checkbox"/>	<i>-TCLP requires a minimum of 22 hrs turnaround</i>	
	Gravimetric Reduction <input type="checkbox"/>	<i>-Cultures require 5-7 days turnaround</i>	
Lead by Flame AA Paint, Air Cassette, Dust Wipe, Waste Water, Soils, Misc. Solids EPA 3050B/7420mod, NIOSH 7082mod			
Lead Waste Profile As necessary for disposal <input type="checkbox"/>		* Note: Please provide at least 200-500 grams (approx. 1/2 - 1 lb) of sample for necessary analyses.	
followed by Flame AA			
-or individual tests by request-			
1: TTLC Total Threshold by EPA 3050B mod <input type="checkbox"/>			
2: STLC/CAL WET Title 22 CCR Ch11 Article 5 App 2 <input type="checkbox"/>			
3: TCLP EPA 1311 <input type="checkbox"/>			

7/29 9:30 AM

SAMPLE #	LOCATION	DESCRIPTION	QUANTITY	CONDITION	
665	001	Office #1	Drywall & Taping Compound	TBD	Good
	002	Office #1			Good
	003	Hall			Good
	004	Insulation	Insulation Brown, Floor	20 cub. ft	
	005	Ceiling	Popcorn Ceiling	75 sq. ft	Sev. Dam.
	006			+ on floor	
	007				
1667	008	Floor	9 x 9 Floor tile	1334 sq. ft	Good
	009		Tile mastic		
	010	Ceiling	Drywall & T.C.	437 sq. ft	Good
	011				
	012				
1647	013	Ceiling	Drywall & Taping Compound	247 sq. ft	Good
	014				
	015				
639 645	016	Office #1	Drywall & Taping Compound	3700 sq. ft	Good
	017	Hall site #2			
	018	Hall site #3			
	019	Bathroom	12 x 12 Floor tile	55 sq. ft	Good
	020		Mastic		

Relinquished By: (Print) Greg Masters #033365 (Sign) Gregory Masters (Date) 7-27-15
Received By: (Print) Mikhe Ortiz (Sign) [Signature] (Date) 7/28/15 11:45
Relinquished By: (Print) (Sign) (Date)
Received By: (Print) (Sign) (Date)
Relinquished By: (Print) (Sign) (Date)

Item 31.
20.

CITY OF COACHELLA BUILDING PERMIT COMMUNITY & DEVELOPMENT SERVICES



Inspection Request Require 24 Hour Notice
(760) 398-3002

DATE: 04/23/2019
PERMIT NO: BL-2019-04-13344
USE ZONE: General Commercial
OCCUPANCY: CONSTR TYPE: SQ FT:

Project Address: 1639 6TH ST
COACHELLA CA 92236

Project Valuation: \$ 9,000.00
PARCEL #:
LOT #:
TRACT #:

Applicant's Name: CALACON INC.
Owner's Name: GENEVIEVE THOMAS
Owner's Address: 1639 6TH ST
COACHELLA CA 92236

Phone: (760) 275-4995
Fax:

Contractor's Name: CALACON INC.
Contractor's Address: 59800 AVENIDA LA CUMBRE
MOUNTAIN CENTER CA 92561

Phone: (760) 275-4995
Fax:

Contact Person: SCOTT MABE

Business Lic:
State Licence:

Project Name:
Permit Type:
Description of Work: ALTERATIONS AND ADDITIONS
Condition: 1639/67 6TH ST. DEMOLISH AND DISCARD ALL INTERIOR, "NON-BEARING" WALLS, FRAMING,
ELECTRICAL OUTLETS AN HVAC, REMOVE OR GRIND DOWN TO SLAB ANCHOR BULTS FLUSH

Contact Phone: (760) 275-4995

FEE(S):				
CONSTRUCTION COST 1% Senate Bill 1473	\$90.00	Plan Check Fees	\$288.00	Strong Motion Instrumentation
	\$1.00			\$1.17

TOTAL FEES: \$ 380.17

CERTIFICATION APPEARING ON APPLICATIONS
I have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

The issuance of this permit is based upon plans and specifications filed with the City of Coachella and shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is

(Applicant Signature)

Building

Item 31.

20.

1639/67 6TH ST. DEMOLISH AND DISCARD ALL INTERIOR, "NON-BEARING" WALLS, FRAMING, ELECTRICAL OUTLETS AN HVAC, REMOVE OR GRIND DOWN TO SLAB ANCHOR BULTS FLUSH TO FINISH AS PER ATTACHED APPROVED PLANS.



CITY OF COACHELLA
 BUILDING PERMIT
 COMMUNITY & DEVELOPMENT SERVICES

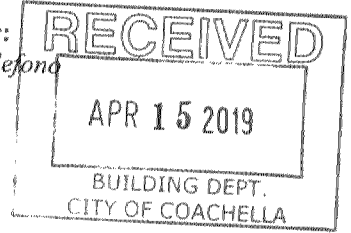
DATE:
 PERMIT NO:
 USE ZONE:
 OCCUPANCY: CONSTR TYPE: SQ FT:

INSPECTION REQUEST REQUIRE 24 HOUR NOTICE
 (760) 398-3002

Project Address: 1639 / 67 6th Street
 Dirección del Proyecto:

Project Valuation: \$9,000
 Evaluación del Proyecto:

PARCEL#
 LOT#:
 TRACT#:
 Phone Number:
 Numero de Telefono



Applicant's Name: CALACON INC
 Nombre del Solicitante
 Owner's Name: GENEVIEVE Coffey Thomas Est.
 Nombre del Propietario:
 Owner's Address: - Same -
 Dirección del Propietario :

Fax:
 Fax:

Contractor's Name: CALACON INC.
 Nombre del Contratista
 Contractor's Address: 59-800 Avenida LaCumbre
 Dirección del Contratista: Mountain Center CA
 92561

Phone Number: (760) 275-4995
 Numero de Telefono:
 Fax:
 Fax:

Contact Person: Scott Mabe
 Persona de Contacto

Bus Lic/ Licencia:
 State Lic/Licencia del Estado: 622308
 Contact Phone: (760) 275-4995
 Teléfono de Contacto:

Project Name/ Nombre del Proyecto:
 Permit Type/ Tipo de Permiso: Demo/Electric upgrade - Demonst & Discard all int.
 Description of Work/ Descripción de los trabajos: Non-bearing walls, framing, elect, ATIA + HVAC, remount
 Condition/ Condición:

ELECTRICAL	MECHANICAL	PLUMBING
# OF SVCS 600 V/UP TO 200 AMPS	# AC/ BOILERS UP TO 100K BTU	# OF BACKFLOW DEVICES <=2"
# OF SVCS 600 V/ OVER 200 AMPS	# A/C BROILERS 100K-500K BTU	# OF BACKFLOW DEVICES >=2"
# OF SVCS 600 V/ OVER 1000 AMPS	# AC/BROILERS 500K BTU-1M BTU	# OF PLUMBING FIXTURES
# OF TEMP POWER SERVICES	# AC/BROILERS 1M BTU- 1.75M BTU	# OF PRIVATE SEWAGE DISPOSAL
# OF SUB-POLES	# AC/BROILERS OVER 1.75M BTU	# OF SEPTIC TANKS
# OF ELECT GENERATORS/RIDES	# OF A/C UNITS	# OF SEWER CONNECTIONS
# OF BOOTH LIGHTING	# OF AIR HANDLERS < 10K CFM	# OF WATER SERVICE
# OF FIXTURES FOR REPAIR/ALT	# OF AIR HANDLERS > 10K CFM	# OF WATER HEATERS
# OF ELECTRICAL FIXTURES	# OF APPLIANCE VENTS	# OF GAS SYSTEMS
# OF RESIDENTIAL APPLIANCES	# OF FURNACES UP TO 100K BTU	# OF VACUUM/BACKFLOW DEVICES
# OF RECEPTACLES/SWITCHES/OUTLETS	# OF FURNACES OVER 100K BTU	# OF LAWNSPRINKLERS
# OF POWER APPARATUS	# OF INCINERATORS- DOMESTIC	# SWIMMING POOL/PUBLIC POOL
# OF PRIVATE SWIMMING POOL(S)	# OF EXHAUST FANS	# OF SWIMMING POOL/PUBLIC SPA
	# COMM. RANGE HOODS	# OF SWIMMING POOL/PRIVATE POOL
		# OF SWIMMING POOL/PRIVATE SPA
		# OF INDUST WASTE INTERCEPTOR

or ground down to slab anchor bolts flush to slab

CERTIFICATION APPEARING ON APPLICATIONS
 have carefully examined the above completed "Application and Permit" and do hereby certify that all information hereon is true and correct, and I further certify and agree, if a permit is issued, to comply with all City, County, and State laws governing building construction, whether specified herein or not, and I hereby agree to save, indemnify and keep harmless the City of Coachella against liabilities, judgments, costs and expenses which may in any way accrue against said City in consequence of the granted of this permit.

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[Signature]
 Applicant's Signature

Building

Planning



City of Coachella
Community Develop.
Services
1515 Sixth Street
Coachella, CA. 92236
(760) 398-3002

BUILDING PLAN CHECK CORRECTIONS

Project Address: 1639 6th St.

Plan Check #: TBD

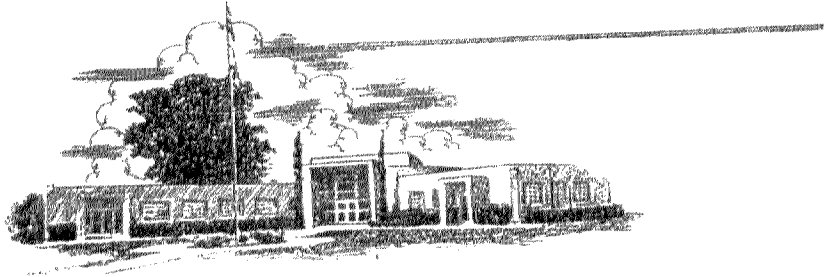
Applicant: Coachella Organic

Review #: 1

Date: 04/22/2019

1. Provide a clear scope of work on cover sheet.
2. Size any conduit to be installed as shown on plans.
3. Show use of adjacent suites and list total amount of square footage to be altered or demolished.
4. Provide a recycling plan for waste as required by CGBC 5.408.

Plan Checker: Brian F Gumpert CBO



City of Coachella
Community Develop.
Services
1515 Sixth Street
Coachella, CA. 92236
(760) 398-3002

BUILDING PLAN CHECK CORRECTIONS

Project Address: 1639 6th St.

Review #: 1

Plan Check #: TBD

Date: 04/22/2019

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1. Provide a clear scope of work on cover sheet.
2. Size any conduit to be installed as shown on plans.
3. Show use of adjacent suites and list total amount of square footage to be altered or demolished.
4. Provide a recycling plan for waste as required by CGBC 5.408.

Plan Checker: Brian F Gumpert CBO

Item 31.
20.

City of Coachella
Utility,
1515 6th Street
Coachella, CA 92236
760-398-2702
Welcome

000832-0008 Carmin T. 04/24/2019 08:43AM

PERMITS & INSPECTIONS

CALACON INC.

BL-2019-04-13344

ALTERATIONS AND ADDITIONS

1639/67 6TH ST. DEMOLISH

AND DISCARD ALL

pending

2019 Item: BL-2019-04-13344 380.17

Payment Id: 80065

380.17

Subtotal

380.17

Total

380.17

CHECK

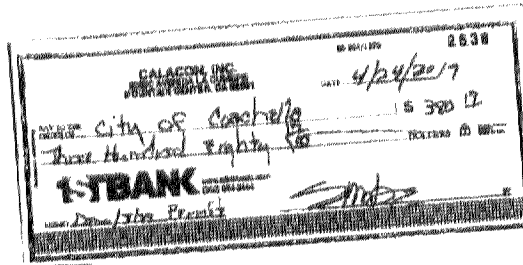
Check Number 2638

380.17

Change due

0.00

Paid by: CALACON INC.



Thank you for your payment
Gracias por su pago

CUSTOMER COPY
DUPLICATE RECEIPT

BUILDING PERMIT NO. _____

CITY OF COACHELLA, CA
1515 SIXTH STREET
COACHELLA, CA. 92236 (760) 398-3002

Building Address: _____

Applicant: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

Owner: _____

Mailing Address: _____

City: _____ Zip: _____ Tel: _____

Contractor: CALACON INC.

Mailing Address: 59-800 Avenida LaCumbre

City: Mountain View Zip: 92561 Tel: (760) 275-4995

State Lic. & Class: B City License #: 622308

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: B License #: 622308

Date: 7/31/2019 Contractor: Scott MABE (CALACON INC.)

OWNER-BUILDER DECLARATION

I, hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reason (Sec. 703.1.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and professions Code) or that he or she is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

- I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her

Attachment 4
employees provided that such improvement is not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder shall bear the burden of proving that he or she did not build or improve for the purpose of sale.)

- I, as owner of the property, am exclusively contracting with licensed contractor's to construct the project (Sec. 7044, business and Professions Code: the Contractor's License Law does not apply to owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

- I am exempt under Sec. _____ B & P C for this reason _____

Date: _____ Owner: _____

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: State Fund Policy # 9066129-17 (This section need not be completed if the permit is for one hundred dollars (\$100) or less).
- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: _____ Applicant: _____

WARNING: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provide for in Section 3706 of the Labor Code, Interest, and Attorney's fees.

CONSTRUCTION LENDING AGENCY

I, hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civ. C).

Lender's Name _____

Address: _____

- I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date: _____ Applicant Signature: _____

EXHIBIT “A”*Selection Criteria – Retailers and retail microbusinesses:*

The City of Coachella is located at the eastern end of the Coachella Valley and enjoys a rich cultural heritage known for its entrepreneurial families and engaged youth population. It is the City Council’s desire to promote potential cannabis businesses that will further the economic development goals of the community in order to create jobs, provide a stronger tax base, and enhance the public health and wellness of the community. With the adoption of Ordinance Nos. 1114, 1115, and 1120 setting the zoning and regulatory framework for new retailers and retail microbusinesses, the City anticipates that there may be more applications for cannabis business conditional use permits than allowed under the City regulations. Therefore, the City has enacted, through Resolution, the following process for prioritizing applications.

I. Completeness Review

All retailers and retail microbusinesses are required to submit a Conditional Use Permit (CUP) application, with fee, to the City’s Development Services Department. Applications will be reviewed for “completeness” to ensure that applicants have submitted all the required information necessary for review of the application. Only applications received by the first week of May, 2018 (“initial review and prioritization period”) and deemed complete will move on for review under the City’s selection criteria, unless exempted through a Development Agreement. After the initial review and prioritization period, additional applications will be reviewed and processed according to date the application is accepted as complete and will not be subject to the review and prioritization process. Persons and/or entities that are currently involved or have been involved in the past 6 months with an active court proceeding adverse to the City are ineligible to apply for a CUP.

II. Selection Criteria

The following selection criteria will be used by the Development Services Department to evaluate and prioritize CUPs for retailers and retail microbusinesses. Selection criteria are each worth a maximum of 10 to 30 points, with a grand total of 100 points possible. To obtain the point, the applicant must demonstrate compliance with each criterion listed in the section below.

1. Location and Neighborhood Compatibility (Up to 30 Points)
 - a. Has the landowner provided written authorization for a retailer or retail microbusiness, and provided the applicant with a lease agreement?
 - b. Is the proposed retailer or retail microbusiness property not the subject of any outstanding code enforcement activity?
 - c. Is the location more than the minimum 250 feet distance from existing schools, daycare centers, and youth centers?
 - d. Has the applicant provided a detailed description of how the premises and exterior building areas will be managed so as to avoid nuisance, loitering, and other negative impacts on surrounding properties?
 - e. Does the applicant identify adequate odor control measures?
 - f. Does the applicant demonstrate compliance with parking and landscaping regulations?

2. Security Plan (Up to 10 Points)
 - a. Is a detailed security plan provided that includes descriptions for effective fire prevention, suppression, HVAC and alarm systems?
 - b. Does the security plan identify all required elements contained in Chapter 5.69 and adequately address security for the particular site and operation?

3. Qualifications/Experience of Professionals (Up to 25 Points)
 - a. Does the applicant provide a viable business plan in accordance with Chapter 5.69?
 - b. Do the principals demonstrate bona fide business experience?
 - c. Does a principal, director, officer, or applicant of the business have a primary residence in the City of Coachella where he/she has been residing for the past 36 months?
 - d. Does the applicant commit to hiring City of Coachella residents for 50% of all hires?
 - e. Does the applicant commit to sponsoring an established City of Coachella community-based organization and/or youth program?

4. Building Façade and Interior Improvements (Up to 20 Points)
 - a. Does the applicant provide a detailed tenant improvement plan that identifies compliance with California Building and Fire Codes?
 - b. Are the interior improvements attractive and in keeping with City policies and contemporary retail industry standards?
 - c. Is the applicant committing to exterior façade improvements that will enhance the surrounding areas?
 - d. Does the applicant provide a detailed architectural plan for building façade improvements?

5. Community Benefits (Up to 15 Points)
 - a. Does the applicant propose to operate a new business in the RC Overlay zone, in addition to the proposed cannabis retailer or cannabis retail microbusiness, which includes one or more of the following business types:
 - Restaurant
 - Coffee Shop
 - Retail Bookstore
 - Art Studio / Museum
 - Wine Bar or Micro-Brewery Pub
 - Boutique Hotel / Bed and Breakfast
 - b. Does the applicant provide an effective community outreach plan for nearby and adjacent land uses, and does the applicant describe credible benefits to the overall community, local economy, and any community or non-profit contributions or affiliations?
 - c. Does the applicant provide any additional community benefits described in either their business plan or other documentation submitted as part of the CUP?

III. Lottery

Applications for retailer or retail microbusinesses which receive tie scores from the selection criteria will be entered in to a lottery.



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director
Celina Jimenez, Grants Manager

SUBJECT: Adopt Resolution No. 2021-69 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2022-23 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Bagdouma Park Phase III Rehabilitation Project

STAFF RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, receive public comment, and consider adopting Resolution No. 2021-69 authorizing the City Manager to submit an application for the Community Development Block Grant program Entitlement Funds for Fiscal Year 2022-23 in the amount of \$364,000.00 for the Bagdouma Park Phase III Rehabilitation Project, which will install a new, prefabricated restroom facility near the basketball courts and field lighting for soccer fields 1 and 2.

BACKGROUND:

The County of Riverside and City of Coachella executed a Cooperation Agreement, for a term commencing July 1, 2021 through June 30, 2024 for the Community Development Block Grant, Home Investment Partnership Program and Emergency Solutions Grant for fiscal years 2021-22, 2022-23, and 2023-24, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant (CDBG) funds, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974.

Through this agreement, the City agreed to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of \$364,000.00, CDBG Entitlement Funds for the Bagdouma Park Phase III Rehabilitation Project, which will install a new, prefabricated restroom facility near the basketball courts and field lighting for soccer fields 1 and 2 in CDBG fiscal year 2022-2023. This allocation reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development (HUD). The City can use its allocation for any eligible CDBG-activity, including, but not limited to, housing rehabilitation, code enforcement, and infrastructure improvement needs, as long as the primary beneficiaries are low-to-moderate income households. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing. For fiscal

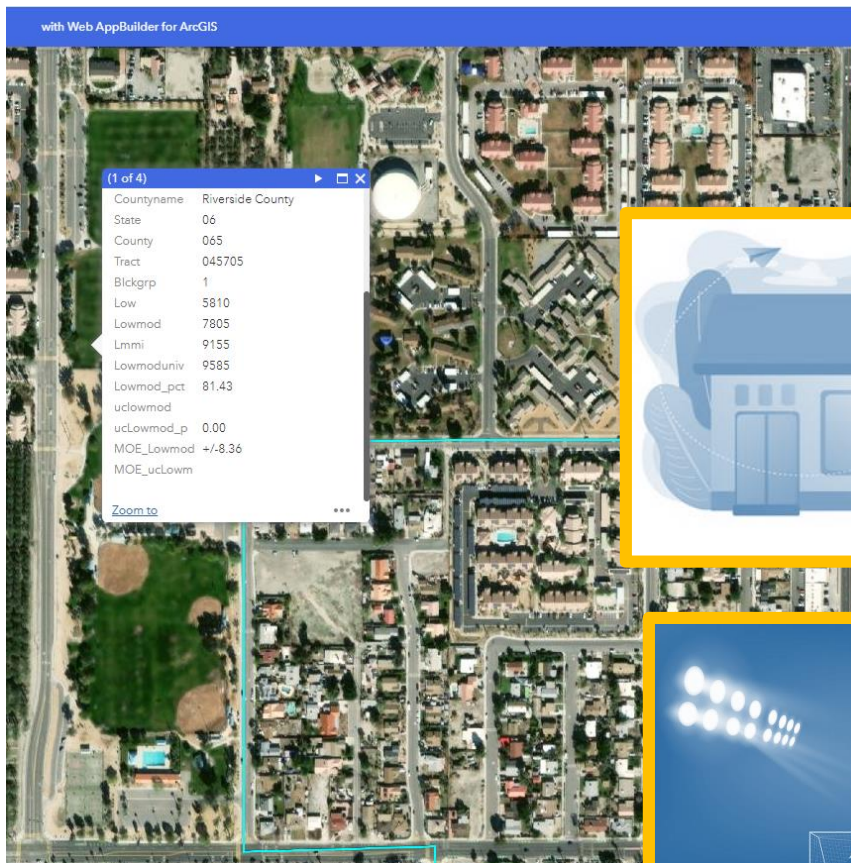
year 2022-2023, the City of Coachella’s allocation is approximately \$364,000.00 for CDBG-related activities.

DISCUSSION/ANALYSIS:

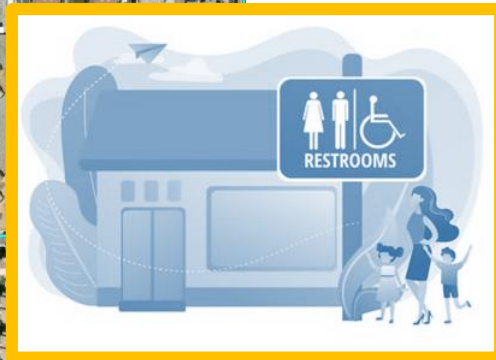
Through the 2022-2023 CDBG General Allocation, City Staff is proposing the submittal of a grant application for up to \$364,000.00 to install a new, pre-fabricated restroom facility near the basketball courts and field lighting for soccer fields 1 and 2 as part of the Bagdouma Park Phase III Rehabilitation Project.

The proposed activity is considered eligible for CDBG funding because it meets one or more of the following CDBG national objectives:

- Provide a benefit to low and moderate income persons;
- Prevent or eliminate slums and blight; or
- Meet other urgent community development needs due to natural disasters or other emergencies.



Low-Mod Percentage
81.43%



ALTERNATIVES:

1. Adopt Resolution No. 2021-69 Authorizing the City Manager to Submit an Application to the County of Riverside for the Fiscal Year 2022-23 Community Development Block Grant Program Entitlement Funds in the Amount of \$364,000.00 for the Bagdouma Park Phase III Rehabilitation Project
2. Provide alternative direction

FISCAL IMPACT:

Once the application is approved, the County will send a Supplemental Agreement for signature and the County will issue a Letter to Incur Costs to the City of Coachella so that the City can receive reimbursement in the amount of \$364,000.00 in CDBG entitlement funds for its Bagdouma Park Phase III Rehabilitation Project. All disbursements of CDBG funds will be made within thirty (30) days after the County has received the City's reimbursement request including documentation supporting expenditures.

ATTACHMENTS:

Resolution No. 2021-69

RESOLUTION NO. 2021-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE A 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDING APPLICATION TO THE COUNTY OF RIVERSIDE IN THE AMOUNT OF \$364,000.00 FOR THE BAGDOUMA PARK PHASE III REHABILITATION PROJECT

WHEREAS, the County of Riverside and City of Coachella executed a Cooperation Agreement, dated July 1, 2018, whereby the City elected to participate with the County, which has qualified as an “Urban County” for purposes of receiving Community Development Block Grant, and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974; and,

WHEREAS, the purpose of the CDBG grant application being submitted to the County of Riverside by the City of Coachella is to authorize the use of CDBG entitlement funds for fiscal year 2022-2023 in the estimated amount of \$364,000.00 which reflects a proportional share of the County of Riverside’s entitlement allocation from the Department of Housing and Urban Development. The City’s annual allocation is based on a formula that includes population, poverty rate, overcrowding, and sub-standard housing; and,

WHEREAS, the City Council has published information regarding eligible activities under the Act and has conducted a duly noticed public hearing on October 27, 2021, at 6:00 p.m. via Zoom video live conferencing due to the worldwide novel coronavirus pandemic and pursuant to Executive Order N-29-20; and,

WHEREAS, the notice of public hearing was posted and advertised pursuant to applicable federal, state, and local laws; and,

WHEREAS, both oral and written testimony was presented to the City Council at the public hearing.

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

Section 1. **Incorporation of Recitals.** The City Council hereby finds and determines that the foregoing Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2. Conduct a Public Hearing and Adopt Resolution No. 2021-69 Authorizing the City Manager to Submit and Execute a 2022-2023 Community Development Block Grant (CDBG) Entitlement Funding Application to the County of Riverside in the Amount of \$364,000.00 for the Bagdouma Park Phase III Rehabilitation Project.

Section 3. The City of Coachella intends to use its fiscal year 2022-2023 CDBG allocation for the following eligible CDBG-activities where the primary beneficiaries are low-to-moderate income households and activities prevent or eliminate slums and blight.

Section 4. That the City Manager is authorized to submit and execute the contractual and related documents to be prepared by the City of Coachella that are required for the implementation of projects set forth herein.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-69 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Ordinance No. 1188 (Zoning Ordinance Amendment 21-04) amending the Coachella Municipal Code regarding Interim Outdoor Cannabis Cultivation. City-Initiated (1st Reading).

STAFF RECOMMENDATION:

Staff recommends that the City Council:

- Introduce Ordinance No. 1188, by title only, to amend the Interim Outdoor Cannabis Cultivation regulations of the Coachella Municipal Code
- Provide clarification on the interim nature of permitted outdoor cannabis cultivation and minimum on-site or off-site improvements expected for outdoor cannabis cultivation permittees.

BACKGROUND:

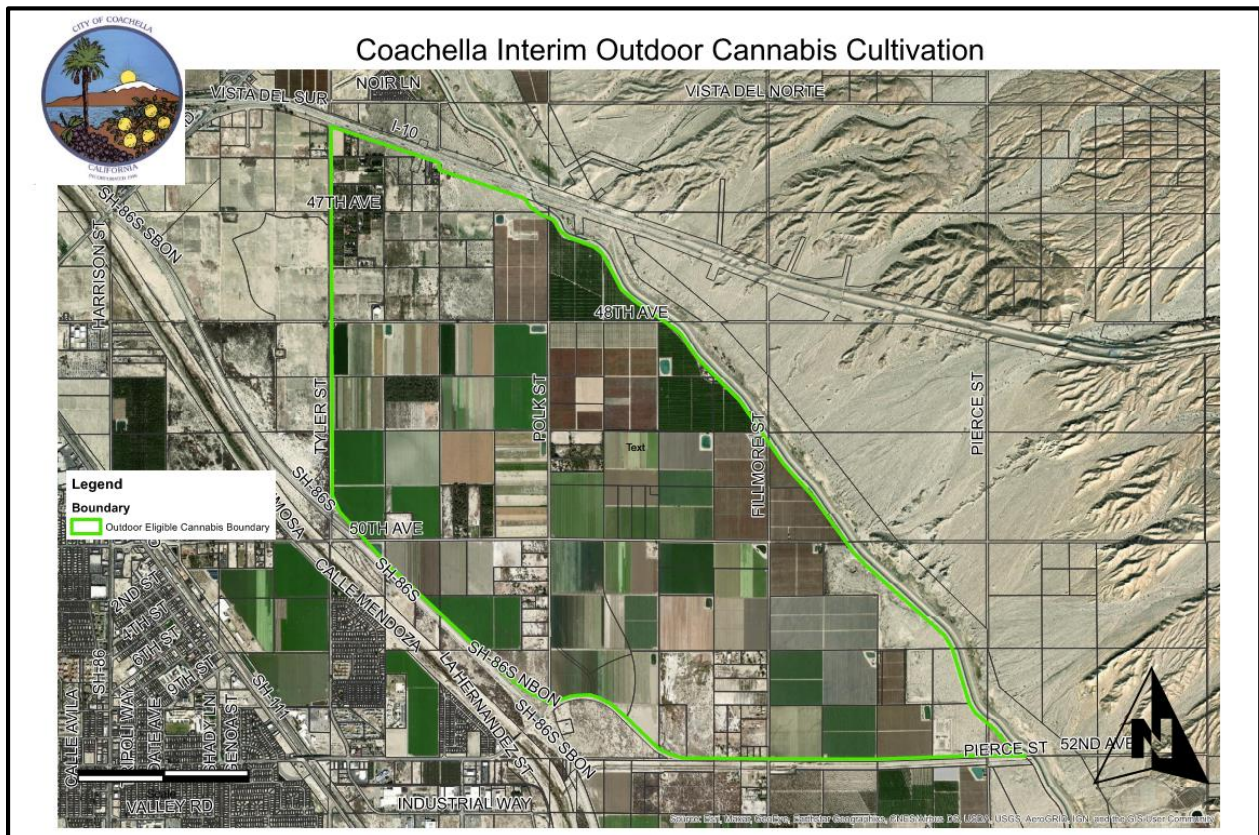
On July 14, 2021 the City Council introduced for first reading, Ordinance No. 1171, amending the City's Municipal Code in order to regulate "interim outdoor cannabis cultivation" uses in the City's agricultural areas located in the geographic area bounded by Vista del Sur on the north, Tyler Street and 86-S Expressway on the west, Avenue 52 on the south, and the All-American Canal on the east. At the meeting, the Council removed the proposed distance restrictions of five hundred (500) feet from another interim outdoor commercial cannabis cultivation use and six hundred (600) feet from any residentially-zoned lot. A Conditional Use Permit (CUP) with a maximum term of 4 years is required in order to establish one of these new cannabis businesses. Ordinance No. 1171 was adopted by the City Council on second reading on August 25, 2021 and was effective September 24, 2021 and allows for interim outdoor cannabis cultivation subject to the following regulations:

- **Permitting:** A CUP or development agreement is required
- **Interim Use:** Allows the City to include a condition of approval that limits outdoor cultivation activities to a specified duration not to exceed the sooner of forty eight (48) months, or the first phase of construction establishing a new residential or commercial use.
- **Location and Zoning:** Requires an interim outdoor cultivation use to located within the

agricultural reserve (A-R) zone, agricultural transition (A-T) zone, residential single-family (R-S) zone, multiple-family residential (R-M) zone, and general commercial (C-G) zone and is within the geographic area bounded by Avenue 48 on the north, the All-American Canal on the east, Avenue 52 on the south, and the 86 Expressway and Tyler Street on the west (See Figure 1).

- **Development Standards:** Requires the an interim outdoor cannabis cultivation site comply with:
 - A site size of a minimum 1 acre.
 - A maximum canopy size of 2 acres or the maximum size authorized by the State license for that business.
 - 20 foot setback on all sides with an opaque fencing material to screen the outdoor grow area from view to public streets
- **Distance Restrictions:** Requires a minimum of 1,000 foot distance from a public or private school (K-12), day care center or youth center.
- **Water Service:** Interim outdoor cannabis cultivation may utilize a private well as a water source as an alternative to municipal water.

Figure 1: Permitted Area for Interim Outdoor Cannabis Cultivation



DISCUSSION/ANALYSIS:

Since the adoption of Ordinance No. 1171, staff received numerous public inquiries with the interest to pursue interim outdoor cannabis cultivation of more than 2 acres in canopy size on a site. The existing interim outdoor cannabis cultivation regulations restricts eligible sites to a maximum of 2 acres in canopy size per CUP. Applicants interested in outdoor cannabis cultivation more than 2 acres of canopy size on a site would be required to obtain multiple CUPs. Staff recommends that the current regulations be amended to allow for interim outdoor cannabis cultivation sites that exceed 2 acres of canopy size to be considered under a single CUP. Below is a comparison of the existing regulations in Section 17.85.050 (Property Development Standards for Outdoor Commercial Cultivation) to modified regulations recommended by staff:

Approved Property Development Standards (Section 17.85.050 Coachella Municipal Code)

2. Property development standards. All interim outdoor commercial cannabis cultivation sites:
 - (a) shall be located on a site having a minimum of one (1) acre in size.
 - b) shall have a maximum canopy size equal to the lesser of two (2) acres or the maximum size authorized by the State license for that business.
 - (c) shall provide a minimum twenty-foot (20 ft.) setback on all sides with an opaque fencing material, subject to review and approval by the Planning Director, to screen the outdoor grow areas from view to public streets.

Proposed Modifications to the Development Standards (Section 17.85.050 Coachella Municipal Code). Added text is in bold and deleted text is in strikeout.

2. Property development standards. All interim outdoor commercial cannabis cultivation sites:
 - (a) shall be located on a site having a minimum of one (1) acre in size.
 - b) ~~shall have a~~ **The** maximum canopy size ~~equal to the lesser of two (2) acres or~~ **shall be** the maximum size authorized by the State license for that business.
 - (c) shall provide a minimum twenty-foot (20 ft.) setback on all sides with an opaque fencing material, subject to review and approval by the Planning Director, to screen the outdoor grow areas from view to public streets.

The proposed code amendment would not create any new impacts that would need to be evaluated as the existing regulations allow applicants to apply for multiple CUPs to exceed the minimum canopy size of 2 acres per site. The proposed amendments would streamline the process and costs for applicants to pursue interim outdoor cannabis cultivation of more than 2 acres of canopy on an eligible site and would reduce the staff time and resources to process multiple CUPs.

Planning Commission Recommended Changes

At the Planning Commission meeting of October 20, 2021, the Planning Commission recommended approval of Ordinance 1188 with modifications to include an allowance for low intensity outdoor lighting for cultivation purposes during winter months, two hours before sunrise and two hours after sunset. At the public hearing, the Planning Commission heard public testimony recommending the City allow limited outdoor lighting for cultivation purposes in winter months (November – February) due to the limited daylight hours available, thereby resulting in reduced yields for cannabis plants by outdoor cannabis cultivators. The low intensity lighting anticipated for the proposed amendment would be similar to the illumination of outdoor residential patio lighting that would be installed within agricultural hoop houses. Staff included ordinance revisions as recommended by the Planning Commission to allow of the recommended outdoor lighting for cultivation purposes as modifications to Title 5, Chapter 5.68, Commercial Cannabis Activity Regulatory Permit.

The Planning Commission recommended an additional modification to the Ordinance 1188 requiring City staff to make efforts to notify outdoor cannabis cultivation permittees a year prior to the 48-month CUP expiration of the need to renew the CUP. Due to the intended interim nature of the CUP for outdoor cannabis cultivation of 48 months, staff seeks Council direction on the interim nature of permitted interim outdoor cannabis cultivation and whether a CUP could be renewed after 48 months. The recommended Planning Commission modification, if adopted, would allow permittees the opportunity to conduct long-term outdoor cannabis cultivation, which may not conform to the original intent of Council in the adoption of the ordinance. Staff also seeks Council feedback on other minimum on-site or off-site improvements expected related to approval of outdoor cannabis cultivation CUPs that could include street improvements, right-of-way dedication, street lighting, and landscaping.

ALTERNATIVES:

- 1) Introduce Ordinance No. 1188 for first reading, by title only, recommending that the City Council adopt the Ordinance amending the Coachella Municipal Code regarding Interim Outdoor Cannabis Cultivation, including clarification on the interim nature of permitted outdoor cannabis cultivation, and minimum on-site or off-site improvements expected for outdoor cannabis cultivation permittees.
- 2) Introduce Ordinance No. 1188 for first reading, by title only, with amendments.
- 3) Recommend denial of Ordinance No. 1188.
- 4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1 or Alternative #2 above.

Attachments:

1. Ordinance No. 1188 1st Reading – amending Title 17 regarding Interim Outdoor Cannabis Cultivation
2. Ordinance 1171 – Existing Interim Outdoor Cannabis Cultivation regulations

Attachment 1

ORDINANCE NO. 1188

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING PROVISIONS OF THE COACHELLA MUNICIPAL CODE REGARDING INTERIM OUTDOOR COMMERCIAL CANNABIS CULTIVATION IN THE CITY'S AGRICULTURAL SECTOR. CITY-INITIATED.

WHEREAS, pursuant to the authority granted to the City of Coachella ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

WHEREAS, adoption and enforcement of comprehensive zoning regulations and business license regulations lies within the City's police power; and,

WHEREAS, on November 8, 2016, California voters passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"), legalizing the use and possession of cannabis and cannabis products by adults aged 21 years and older; and,

WHEREAS, on June 27, 2017, Governor Brown signed into law Senate Bill 94, which created a single regulatory scheme for both medicinal and non-medicinal cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and,

WHEREAS, MAUCRSA allows local jurisdictions to allow or prohibit the various commercial cannabis activities which are allowed by the State, including outdoor cannabis cultivation; and,

WHEREAS, on June 17, 2021 the Planning Commission recommended that the City Council adopt Ordinance 1171 to establish interim outdoor cannabis cultivation by amending Title 17 (Zoning), Chapters 17.10, 17.12, 17.14, and 17.85 to (i) allow outdoor commercial cultivation in certain City zones and subject to certain property development standards, and (ii) comply with current City policies and State law; and,

WHEREAS, on August 25, 2021 the City Council adopted Ordinance 1171 establishing regulations for interim outdoor cannabis cultivation; and,

WHEREAS, the proposed Ordinance 1188 would amend the City's interim outdoor cannabis cultivation regulations by amending Title 17 (Zoning), Chapters 17.85 to lift the 2 acre maximum canopy for a site for interim outdoor cannabis cultivation, require City staff to notify outdoor cannabis cultivators of the need to renew expiring Conditional Use Permits, and would amend Title 5 (Business License and Regulations), Chapter 5.68, to allow limited, low intensity outdoor lighting for cultivation purposes during winter months; and .

WHEREAS, the subject Municipal Code Amendment is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably

foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378 of the California Public Resources Code, and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant impact on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA; and,

WHEREAS, the Planning Commission of the City of Coachella (“Planning Commission”) conducted a properly noticed public hearing on October 20, 2021 at which members of the public were afforded an opportunity to comment upon this Ordinance, the recommendations of staff, and other public testimony; and,

WHEREAS, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance.

WHEREAS, the City Council conducted a properly noticed public hearing on November 10, 2021 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

SECTION 2. Zoning Ordinance Amendment Findings

With respect to Zoning Ordinance Amendment (ZOA 21-04), the Planning Commission finds as follows for the proposed ordinance:

The Zoning Ordinance Amendment is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The ordinance supports General Plan Policy 12.3 recognizing and maintaining agriculture and related uses as a key component of the City’s long-term development strategy. The proposed ordinance also support Policy 5.9 by supporting the right of existing farms to continue operations.

SECTION 3. Amendment to the Coachella Municipal Code. Section 17.85.050 *Commercial cannabis activity—Permitted locations and standards* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text as follows and delete text in strike-out:

17.85.050 - Commercial cannabis activity—Permitted locations and standards.

A. Indoor commercial cultivation, manufacturing, testing laboratory, and distribution activities.

1. Location. Permitted uses be located in any wrecking yard zone (M-W) or manufacturing service - industrial park overlay zone (IP) in the city, upon issuance of a CUP and a regulatory permit.

2. Property development standards.

(a) In M-W zone – Permitted uses should be restricted to a site having a minimum of five (5) acres in size, with a minimum paved street frontage of two hundred fifty (250) feet. Permitted uses may not be established in the M-W zone on a multi-tenant industrial park or business park site existing on the effective date of this ordinance. A CUP to develop a new stand-alone commercial cannabis activity facility or a multi-tenant facility within a minimum site area of five acres may be pursued.

(b) In MS-IP Overlay zone – Permitted uses should be restricted to sites having a minimum project area of ten (10) acres and a minimum lot size or grouping of lots of at least five (5) acres.

3. Indoor only. All uses shall be conducted only in the interior of enclosed structures, facilities, and buildings. All indoor cultivation operations, including all cannabis plants, at any stage of growth, shall not be visible from the exterior of any structure, facility or building containing cultivation. All indoor cultivation, manufacturing, testing and processing must take place indoors, within a permanent structure that is enclosed on all sides. Outdoor manufacturing, testing, and processing are prohibited. Portable greenhouses and/or non-permanent enclosures shall not be used for cultivation unless they are placed inside of a permanent structure that is enclosed on all sides.

4. Odor control. Uses shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all commercial cannabis activities that cause such odors.

B. Interim outdoor commercial cannabis cultivation.

1. Location. Interim outdoor commercial cannabis cultivation be located in any agricultural reserve (A-R) zone, agricultural transition (A-T) zone, residential single-family (R-S) zone, multiple-family residential (R-M) zone, and general commercial (C-G) zone that is located within the geographic area bounded by Vista Del Sur on the north, the All-American Canal on the east, Avenue 52 on the south, and the 86 Expressway on the west, upon issuance of a CUP and a regulatory permit.

2. Property development standards. All interim outdoor commercial cannabis cultivation sites:

(a) shall be located on a site having a minimum of one (1) acre in size.

(b) ~~shall have a~~ The maximum canopy size ~~equal to the lesser of two (2) acres or~~ shall be the maximum size authorized by the State license for that business.

(c) shall provide a minimum twenty-foot (20 ft.) setback on all sides with an opaque fencing material, subject to review and approval by the Planning Director, to screen the outdoor grow areas from view to public streets.

3. Distance Restrictions. No interim outdoor commercial cannabis cultivation shall be located within:

(a) five hundred (500) feet of another interim outdoor commercial cannabis cultivation use.

(b) one thousand (1,000) feet of any public or private school (K-12), day care center or youth center. The distance shall be measured from the nearest point between the property line containing the interim outdoor commercial cannabis cultivation use to any lot line of the other use. "Day care center" means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities and school age child care centers. "Youth center" means any public or private facility that is primarily used to house recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

C. Indoor commercial cannabis activity must be served by municipal water and sewer services. Interim outdoor cannabis cultivation uses need only be served by a private water well or municipal water.

D. Commercial cannabis activity shall be located a minimum distance of six hundred (600) feet away from any residentially-zoned lot. The distance shall be measured at the nearest point between property lines containing the commercial cannabis use and any lot line of the residential use.

E. Testing laboratories may be located in the general commercial (C-G) zone in addition to the M-W zone and IP overlay zone with a CUP, but are not required to meet the two hundred fifty-foot paved street frontage requirement in subsections (A)(2)(a) and (A)(2)(b) of this section."

SECTION 4. Amendment to Coachella Municipal Code. Section 5.68.130 *Operating standards* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* of the Coachella Municipal Code is hereby amended to add underlined text and delete stricken text as follows:

"5.68.130 - Operating standards.

.....

B. Interim Outdoor Cultivation. Cannabis plants shall not be easily visible from offsite. All interim outdoor commercial cultivation sites should have a minimum twenty-foot (20 ft.) setback with an opaque fencing material to screen the outdoor cannabis grow areas from vview to the public streets. All interim outdoor commercial cultivation activities shall occur within a secure fence at least six (6) feet in height that fully encloses the cultivation area(s) and prevents access to the cultivation area(s). The fence must include a lockable gate(s) that is locked at all

times, except for during times of active ingress and egress. Outdoor lighting shall be used for the purpose of illumination only. Low intensity outdoor lighting shall not be located within the canopy area, used for photosynthesis, mixed-light processes, other purposes intended to manipulate cannabis plant growth during the months of November through February for two hours before sunrise and two hours after sunset. ~~All other temporary lighting, whether powered by a portable generator or permitted electrical service, is prohibited.~~

SECTION 5. Amendment to the Coachella Municipal Code. Section 17.85.040 *Conditional use permit or development agreement required* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text as follows:

“17.85.040 - Conditional use permit or development agreement required.

Prior to initiating operations and as a continuing requisite to operating a commercial cannabis activity, the applicant shall obtain a validly issued CUP as provided in Chapter 17.74 entitled “Conditional Uses” of this municipal code or enter into a fully executed development agreement agreed to by the city council. If any provision of this chapter conflicts with any provision of Chapter 17.74 of this code, the provision in this chapter shall control. An applicant must obtain a separate CUP for each commercial cannabis activity the applicant wishes to operate. Separate CUPs may be issued for indoor cannabis cultivation versus interim outdoor cannabis cultivation. Each CUP will include a condition of approval requiring that the permittee also obtain and maintain an indoor cultivation, interim outdoor cultivation, manufacture, distribution, non-retail microbusiness, or testing laboratory regulatory permit required by this code. Each CUP for interim outdoor cultivation may include a condition of approval that limits outdoor cultivation activities to a specified duration not to exceed the sooner of forty eight (48) months, or the first phase of construction establishing a new residential or commercial use. If the condition is accepted by the applicant, the City may thereafter record a covenant memorializing this restriction against the property, which shall include a reference to the approved CUP. The City Manager or his/her designee shall make efforts to notify the permittee a year prior to CUP expiration of the need to renew the CUP.

SECTION 6. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 7. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 8. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or

more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 9. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

ORDINANCE PASSED AND APPROVED at a regular meeting of the City Council of the City of Coachella this __ day of _____, 2021.

Steven Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorn

I, Andrea J. Carranza, Deputy City Clerk, City of Coachella, California, certify that the foregoing Ordinance was adopted by the City Council at a regular meeting of the City Council held on the ___th of _____, 2021, and was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, Deputy City Clerk

ORDINANCE NO. 1171**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF THE COACHELLA MUNICIPAL CODE REGARDING INTERIM OUTDOOR COMMERCIAL CANNABIS CULTIVATION IN THE CITY'S AGRICULTURAL SECTOR. CITY-INITIATED.**

WHEREAS, pursuant to the authority granted to the City of Coachella ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and,

WHEREAS, adoption and enforcement of comprehensive zoning regulations and business license regulations lies within the City's police power; and,

WHEREAS, on November 8, 2016, California voters passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"), legalizing the use and possession of cannabis and cannabis products by adults aged 21 years and older; and,

WHEREAS, on June 27, 2017, Governor Brown signed into law Senate Bill 94, which created a single regulatory scheme for both medicinal and non-medicinal cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and,

WHEREAS, MAUCRSA allows local jurisdictions to allow or prohibit the various commercial cannabis activities which are allowed by the State, including outdoor cannabis cultivation; and,

WHEREAS, the proposed Ordinance would amend Title 5 (Business Licenses and Regulations), Chapter 5.68 to (i) allow outdoor commercial cultivation; (ii) provide additional application and operational requirements for outdoor commercial cultivation; and (iii) comply with current City policies and State law; and,

WHEREAS, the proposed Ordinance would also amend Title 17 (Zoning), Chapters 17.10, 17.12, 17.14, and 17.85 to (i) allow outdoor commercial cultivation in certain City zones and subject to certain property development standards, and (ii) comply with current City policies and State law; and,

WHEREAS, the subject Municipal Code Amendment is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378 of the California Public Resources Code, and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant impact on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA; and,

WHEREAS, on February 26, 2020 the City Council of the City of Coachella (“City Council”) conducted a study session which included a discussion item on the possibility of allowing outdoor cannabis cultivation uses in the City’s remote agricultural areas bounded by Vista del Sur on the north, Tyler Street on the west, the All-American Canal on the east, and Avenue 52 on the south; and,

WHEREAS, at the February 26, 2020 the City Council provided staff direction to work on a draft ordinance that would allow for “interim agricultural uses” for outdoor cannabis cultivation on properties that are: 1) remotely located and removed from sensitive odor receptors; 2) have land use entitlements for future development but wish to include an interim agricultural use to cultivate cannabis for three to five years prior to construction of the first phase of urban development; and,

WHEREAS, the Planning Commission of the City of Coachella (“Planning Commission”) conducted a properly noticed public hearing on June 16, 2020 at which members of the public were afforded an opportunity to comment upon this Ordinance, the recommendations of staff, and other public testimony; and,

WHEREAS, after said public hearing, the Planning Commission recommended that the City Council approve this Ordinance with modifications; and,

WHEREAS, the City Council conducted a properly noticed public hearing on July 14, 2021 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council of the City of Coachella, California, hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

SECTION 2. Amendment to Coachella Municipal Code. Section 5.68.030 *Regulatory permit required* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* of the Coachella Municipal Code is hereby amended to add underlined text as follows:

“5.68.030 - Regulatory permit required.

Commercial cannabis activity permitted under this chapter includes indoor and interim outdoor cultivation, manufacture (including shared-use facilities), distribution, testing, and non-retail microbusinesses (including possession, processing, storing, and labeling incidental to such activity). Prior to initiating operations and as a continuing requisite to operating a commercial cannabis activity, the legal representative of the persons wishing to operate and/or lease out a facility for commercial cannabis activity shall obtain both a conditional use permit and a regulatory permit from the city manager and shall pay an application fee as established by resolution adopted by the city council as amended from time to time. Regulatory permit requirements for retail cannabis businesses can be found in Chapter 5.69.”

SECTION 3. Amendment to Municipal Code. Section 5.68.040 *Regulatory permit application* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* is hereby amended to include underlined text and delete stricken text as follows:

“5.68.040 - Regulatory permit application.

...

M. A complete and detailed diagram of the proposed premises showing the boundaries of the property and the proposed premises to be permitted, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, doorways, and common or shared entryways, storage areas and exterior lighting. The diagram must show the areas in which all commercial cannabis activity will take place, including but not limited to, limited-access areas. All construction, including but not limited to, buildings, fences, security systems, light blocking apparatuses, signs and outdoor lighting fixtures, shall be designed to blend in with the character of the surrounding area.

N. For cultivation applicants, a detailed water management plan including the proposed water supply, proposed conservation measures, and any water offset requirements; information regarding stormwater control and wastewater discharge; a list of all pesticides, fertilizers, and any other hazardous materials that are expected to be used in the cultivation process; a storage and hazard response plan for all pesticides, fertilizers, and any other hazardous materials kept on the cultivator’s site; all power sources proposed to be used.

~~NO.~~ A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises. As part of the security plan, a lighting plan is required that shows existing and proposed exterior and interior lighting that will provide adequate security lighting for the commercial cannabis activity and premises. The security plan must be prepared by a qualified professional and include provisions in compliance with the following:

1. Security cameras shall be installed and maintained in good condition, and used in an on-going manner with at least two hundred forty (240) concurrent hours of digitally recorded documentation in a format approved by the city manager. The cameras shall be in use twenty-four (24) hours per day, seven days per week. The areas to be covered by the security cameras shall include, but are not limited to, the public areas, storage areas, employee areas, all doors and windows, and any other areas as determined to be necessary by the city manager.

2. The premises shall be alarmed with an audible interior and exterior alarm system, unless waived for extenuating circumstances by the city manager that is operated and monitored by a recognized security company, deemed acceptable by the city manager. Any change in the security company shall be subject to the approval of the city manager. All current contact information regarding the security company shall be provided to the city manager.

3. Entrance to the cultivation, manufacturing, and testing areas and any storage areas shall be locked at all times, and under the control of cannabis facility staff.

4. All cannabis shall be securely stored, and a reliable, commercial alarm system shall be installed and maintained where the cannabis is secured.

5. A licensed security guard, licensed by the California Department of Consumer Affairs, shall be present at the premises during all hours of operation. If the security guard is to be armed, then the security guard shall possess at all times a valid security guard card and firearms permit issued by the California Department of Consumer Affairs.

6. A heavy-gauge chain-link (or other material as approved by the ~~city manager~~ planning commission) fence a minimum of eight-feet in height (or as otherwise approved by the city manager) shall be constructed around the perimeter of the premises to prevent public access and obscure the cannabis cultivation facility from public view. Screening can include landscaping or vinyl slats, as permitted by law enforcement.

Ø P. An odor control plan that describes the air treatment system or other methods that will be implemented to prevent odors generated by the commercial cannabis activity from being detected outside the building(s) on the premises. This section is not intended to prohibit the use of Polyethylene Plastic Film, Polycarbonate Sheeting, and Shade Cloth Fabrics for use in temporary greenhouses and temporary hoop houses as part of an approved “interim outdoor cannabis cultivation uses” allowed under Title 17.

P Q. A comprehensive business operations plan that includes the following:

1. Business plan. A plan describing how the commercial cannabis activity business will operate in accordance with this code, state law, and other applicable regulations. The business plan must include plans for handling cash and transporting cannabis and cannabis products to and from the premises, if applicable.

2. Community relations plan. A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted.

3. Neighborhood responsibility plan. A plan addressing any adverse impacts of the proposed commercial cannabis activity on the surrounding area.

4. Insurance. The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the commercial cannabis activity.

5. Budget. A copy of the applicant's most recent annual budget for operations.

Ø R. The name and address of the owner and lessor of the real property upon which the commercial cannabis activity is to be operated. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a commercial cannabis activity will be operated on his or her property.

R S. Authorization for the city manager to seek verification of the information contained within the application.

S T. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.

T U. A full and complete copy of the applicant's most current application submitted to and approved by the applicable state licensing authority.

U V. Any such additional and further information as is deemed necessary by the city manager to administer this chapter.”

SECTION 4. Amendment to Coachella Municipal Code. Section 5.68.130 *Operating standards* of Chapter 5.68 *Commercial Cannabis Activity Regulatory Permit* of the Coachella Municipal Code is hereby amended to add underlined text and delete stricken text as follows:

“5.68.130 - Operating standards.

A. ~~Indoor cultivation only.~~ An indoor cultivation permittee shall only cultivate cannabis in a fully enclosed and secure building. An indoor cultivation permittee shall not allow cannabis or cannabis products on the premises to be visible from the public right of way, the unsecured areas surrounding the buildings on the premises, or the premises’ main entrance and lobby.

B. Interim Outdoor Cultivation. Cannabis plants shall not be easily visible from offsite. All interim outdoor commercial cultivation sites should have a minimum twenty-foot (20 ft.) setback with an opaque fencing material to screen the outdoor cannabis grow areas from view to the public streets. All interim outdoor commercial cultivation activities shall occur within a secure fence at least six (6) feet in height that fully encloses the cultivation area(s) and prevents access to the cultivation area(s). The fence must include a lockable gate(s) that is locked at all times, except for during times of active ingress and egress. Outdoor lighting shall be used for the purpose of illumination only. Outdoor lighting shall not be located within the canopy area, used for photosynthesis, mixed-light processes, other purposes intended to manipulate cannabis plant growth. Temporary lighting, whether powered by a portable generator or permitted electrical service, is prohibited.

~~B C.~~ Odor control. A permittee shall comply with the odor control plan that is submitted during the application process and approved by the city manager. Commercial cannabis activity premises shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the building(s) that is distinctive to its operation is not detected outside the premises, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the commercial cannabis activity. As such, applicants must install and maintain the following equipment or any other equipment which the city manager or designee determines has the same or better effectiveness:

1. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or

2. An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.

3. Should compliance with the odor control plan fail to properly control odor, the city manager may impose additional or modified plan restrictions.

€ D. 'Track and trace'. Commercial cannabis activity businesses shall have an electronic 'track and trace' system that produces historical transactional data for review by the city manager for auditing purposes.

Ð E. Records. A commercial cannabis activity business shall maintain the following records in printed format for at least three years on the premises and shall produce them to the city within twenty-four (24) hours after receipt of the city's request:

1. The name, address, and telephone numbers of the owner and landlord of the property.

2. The name, date of birth, address, and telephone number of each manager and staff of the commercial cannabis activity business; the date each was hired; and the nature of each manager's and staff's participation in the business.

3. A written accounting of all income and expenditures of the commercial cannabis activity business, including, but not limited to, cash and in-kind transactions.

4. A copy of the commercial cannabis activity business' commercial general liability insurance policy and all other insurance policies related to the operation of the business.

5. A copy of the commercial cannabis activity business' most recent year's financial statement and tax return.

6. An inventory record documenting the dates and amounts of cannabis received at the premises, the daily amounts of cannabis on the premises, and the daily amounts of cannabis transported from the premises.

A commercial cannabis activity business shall report any loss, damage, or destruction of these records to the city manager within twenty-four (24) hours of the loss, damage, or destruction.

£ F. Security. A permittee shall comply with the security plan that is submitted during the application process as approved by the city manager. A permittee shall report to the Coachella Police Department all criminal activity occurring on the premises. Should compliance with the

security plan fail to properly secure the commercial cannabis activity premises, the city manager may impose additional or modified plan restrictions.

F G. Retail sales prohibited. No person shall conduct any retail sales of any good or services on or from a permitted commercial cannabis activity premises that is regulated under this chapter.

G H. Cannabis consumption prohibited. No person shall smoke, ingest, or otherwise consume cannabis in any form on, or within twenty (20) feet of, a commercial cannabis activity premises regulated under this chapter.

H I. Alcohol prohibited. No person shall possess, consume, or store any alcoholic beverage on any commercial cannabis activity premises.

I J. Juveniles prohibited. No one under the age of eighteen (18) shall be on the commercial cannabis activity premises or operate a commercial cannabis activity in any capacity, including, but not limited to, as a manager, staff, employee, contractor, or volunteer.”

SECTION 5. Amendment to Municipal Code. Section 17.10.020 *Permitted uses* of Chapter 17.10 *A-R Agricultural Reserve Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.10.020 - Permitted uses.

The following uses are permitted in the A-R zone subject to all provisions of this chapter:

...

C. Conditional Uses. The following may be permitted in the A-R zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Public parks;
2. One temporary stand, of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the planning commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the commission;
3. Cemeteries, crematories, columbariums, and mausoleums;
4. Reserved;
5. Reserved;
6. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle;

7. Dairy farms;
8. Kennels;
9. Animal raising, commercial; small animals, such as poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form and size, including hatching and fattening, and involving eggs or similar products derived therefrom;
10. Reserved;
11. Fruit and vegetable packing houses; ~~and~~
12. Farm labor camps; and
13. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 6. Amendment to Municipal Code. Section 17.12.020 *Permitted uses* of Chapter 17.12 *A-T Agricultural Transition Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.12.020 - Permitted uses.

The following uses are permitted in the A-T zone subject to all provisions of this chapter:

...

C. Conditional Uses. The following may be permitted in the A-T zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Public and private parks; golf courses; swimming, polo and country clubs;
2. One temporary stand, of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the planning commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the commission;
3. Cemeteries, crematories, columbariums, and mausoleums;
4. Equestrian establishments, provided that in no case shall permanent maintenance or stabling of horses, storage of feed, riding arenas, or storage or maintenance of equipment be permitted within three hundred feet of the boundary of any R-S or RM;
5. Borrow pits, gravel pits, and other recovery of natural mineral resources;

6. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle;
7. Dairy farms;
8. Kennels;
9. Animal Raising, Commercial. Small animals, such as, poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form and size, including hatching and fattening, and involving eggs or similar products derived therefrom;
10. Campgrounds, private, containing picnic areas, overnight camping facilities and temporary parking for travel trailers and camper trucks;
11. Fruit and vegetable packing houses; ~~and~~
12. Farm labor camps; and,
13. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 7. Amendment to Municipal Code. Section 17.14.020 *Permitted uses* of Chapter 17.14 *R-E Residential Estate Zone* is hereby amended to include underlined text and delete stricken text as follows:

“17.14.020 - Permitted uses.

The following uses are permitted in the R-E zone subject to all provisions of this chapter.

...

C. Conditional Uses. The following uses may be permitted in the RE zone, subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Clubs and lodges, private, nonprofit when site fronting on an arterial street;
2. Public and private golf courses; ~~and~~
3. School, private, nonprofit; and,
4. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.”

SECTION 8. Amendment to the Coachella Municipal Code. Section 17.85.030 *Commercial cannabis activity permitted* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text and delete the stricken text as follows:

“17.85.030 - Commercial cannabis activity permitted.

Commercial cannabis activity permitted under this chapter includes indoor cultivation, interim outdoor cultivation, manufacture (including shared-use facilities), distribution, and testing, and non-retail microbusinesses (including possession, processing, storing, and labeling incidental to such activity). Prior to engaging in any such commercial cannabis activity in the city, one must obtain either a development agreement or conditional use permit (CUP), and a regulatory permit as required by this code, subject to the provisions of the CUA, MMP, MAUCRSA, and any other state laws pertaining to cannabis.”

SECTION 9. Amendment to the Coachella Municipal Code. Section 17.85.040 *Conditional use permit or development agreement required* of Chapter 17.85 *Commercial Cannabis Activity* is hereby amended to include the underlined text as follows:

“17.85.040 - Conditional use permit or development agreement required.

Prior to initiating operations and as a continuing requisite to operating a commercial cannabis activity, the applicant shall obtain a validly issued CUP as provided in Chapter 17.74 entitled “Conditional Uses” of this municipal code or enter into a fully executed development agreement agreed to by the city council. If any provision of this chapter conflicts with any provision of Chapter 17.74 of this code, the provision in this chapter shall control. An applicant must obtain a separate CUP for each commercial cannabis activity the applicant wishes to operate. Separate CUPs may be issued for indoor cannabis cultivation versus interim outdoor cannabis cultivation. Each CUP will include a condition of approval requiring that the permittee also obtain and maintain an indoor cultivation, interim outdoor cultivation, manufacture, distribution, non-retail microbusiness, or testing laboratory regulatory permit required by this code. Each CUP for interim outdoor cultivation may include a condition of approval that limits outdoor cultivation activities to a specified duration not to exceed the sooner of forty eight (48) months, or the first phase of construction establishing a new residential or commercial use. If the condition is accepted by the applicant, the City may thereafter record a covenant memorializing this restriction against the property, which shall include a reference to the approved CUP.”

SECTION 10. Amendment to the Coachella Municipal Code. Section 17.85.050 *Commercial cannabis activity—Permitted locations and standards* of Chapter 17.85 *Commercial Cannabis Activity* is hereby deleted in its entirety and amended to include the underlined text as follows:

17.85.050 - Commercial cannabis activity—Permitted locations and standards.

A. Indoor commercial cultivation, manufacturing, testing laboratory, and distribution activities.

1. Location. Permitted uses be located in any wrecking yard zone (M-W) or manufacturing service - industrial park overlay zone (IP) in the city, upon issuance of a CUP and a regulatory permit.

2. Property development standards.

(a) In M-W zone – Permitted uses should be restricted to a site having a minimum of five (5) acres in size, with a minimum paved street frontage of two hundred fifty (250) feet. Permitted uses may not be established in the M-W zone on a multi-tenant industrial park or business park site existing on the effective date of this ordinance. A CUP to develop a new stand-alone commercial cannabis activity facility or a multi-tenant facility within a minimum site area of five acres may be pursued.

(b) In MS-IP Overlay zone – Permitted uses should be restricted to sites having a minimum project area of ten (10) acres and a minimum lot size or grouping of lots of at least five (5) acres.

3. Indoor only. All uses shall be conducted only in the interior of enclosed structures, facilities, and buildings. All indoor cultivation operations, including all cannabis plants, at any stage of growth, shall not be visible from the exterior of any structure, facility or building containing cultivation. All indoor cultivation, manufacturing, testing and processing must take place indoors, within a permanent structure that is enclosed on all sides. Outdoor manufacturing, testing, and processing are prohibited. Portable greenhouses and/or non-permanent enclosures shall not be used for cultivation unless they are placed inside of a permanent structure that is enclosed on all sides.

4. Odor control. Uses shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all commercial cannabis activities that cause such odors.

B. Interim outdoor commercial cannabis cultivation.

1. Location. Interim outdoor commercial cannabis cultivation be located in any agricultural reserve (A-R) zone, agricultural transition (A-T) zone, residential single-family (R-S) zone, multiple-family residential (R-M) zone, and general commercial (C-G) zone that is located within the geographic area bounded by Vista Del Sur on the north, the All-American Canal on the east, Avenue 52 on the south, and the 86 Expressway on the west, upon issuance of a CUP and a regulatory permit.

2. Property development standards. All interim outdoor commercial cannabis cultivation sites:

(a) shall be located on a site having a minimum of one (1) acre in size.

b) shall have a maximum canopy size equal to the lesser of two (2) acres or the maximum size authorized by the State license for that business.

(c) shall provide a minimum twenty-foot (20 ft.) setback on all sides with an opaque fencing material, subject to review and approval by the Planning Director, to screen the outdoor grow areas from view to public streets.

3. Distance Restrictions. No interim outdoor commercial cannabis cultivation shall be located within:

(a) one thousand (1,000) feet of any public or private school (K-12), day care center or youth center. The distance shall be measured from the nearest point between the property line containing the interim outdoor commercial cannabis cultivation use to any lot line of the other use. “Day care center” means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities and school age child care centers. “Youth center” means any public or private facility that is primarily used to house recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.

C. Indoor commercial cannabis activity must be served by municipal water and sewer services. Interim outdoor cannabis cultivation uses need only be served by a private water well or municipal water.

D. Testing laboratories may be located in the general commercial (C-G) zone in addition to the M-W zone and IP overlay zone with a CUP, but are not required to meet the two hundred fifty-foot paved street frontage requirement in subsections (A)(2)(a) and (A)(2)(b) of this section.”

SECTION 11. Amendment to the Coachella Municipal Code. Section 17.85.090 *Commercial cannabis cultivation, manufacturing, testing, processing—Interior only* of Chapter 17.85 *Commercial Cannabis Activity* is hereby removed and reserved. The text from this Section has been added to Section 17.85.050. The Municipal Code text shall read as follows:

“17.85.090 – [RESERVED] ~~Commercial cannabis cultivation, manufacturing, testing, processing—Interior only.”~~

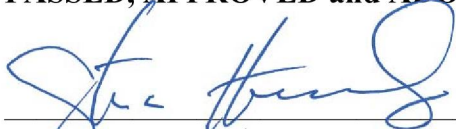
SECTION 12. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 13. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 14. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.


SECTION 15. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make

PASSED, APPROVED and ADOPTED this 28th day of July 2021.




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)

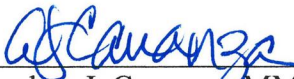
I HEREBY CERTIFY that the foregoing Amendment to Ordinance No. 1171 was duly and regularly introduced at a meeting of the City Council on the 14th day of July 2021, and that thereafter the said ordinance amendment was duly passed and adopted on the 25th day of August 2021.

AYES: Councilmember Beaman Jacinto, Councilmember Delgado, Councilmember Galarza, Mayor Pro Tem Gonzalez, and Mayor Hernandez.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
11/3/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: American Desert LLC Multi-tenant Microbusiness Project

- a) Conditional Use Permit 342 proposes to convert an existing 18,960 square foot multi-tenant (12 units) industrial building into multi-tenant microbusiness at 86695 Avenue 54. (APN 764-280-011)
- b) Change of Zone No. 21-03 proposes to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.29 acre developed parcel located at 86695 Avenue 54.
- c) Variance No. 21-04 to allow the proposed Industrial Park Overlay Zone on a project area less than a 10 acres, individual lot less than 5 acres, and a lot depth less than 220 feet.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the following resolution and ordinance for the American Desert LLC Multi-tenant Microbusiness Project:

- 1) Resolution No. 2021-03 approving Conditional Use Permit 342 to convert an existing 18,960 sq. ft. multi-tenant industrial building into a multi-tenant microbusiness at 86695 Avenue 54 and Variance No. 21-04 to allow the proposed Industrial Park Overlay Zone on less than a 10 acre project area, individual lot less than 5 acres, and a lot depth less than 220 feet.
- 2) Ordinance No. 1189 approving Change of Zone No. 21-03 to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.29 acre developed parcel located at 86695 Avenue 54 APN 764-280-011 (First Reading).

EXECUTIVE SUMMARY:

The applicant, American Desert LLC, proposes to convert an existing 18,960 square foot multi-tenant industrial building located at 86695 Avenue 54 to allow microbusinesses consisting of cultivation, manufacturing and distribution only with no storefront retail. The project will potentially have a total of 12 tenants on a 18,960 square foot lot.

Change of Zone No. 21-03 proposes to add the Industrial Park (IP) Overlay Zone and change the existing M-H (Heavy Industrial) Zone to the M-S (Manufacturing Service) Zone on the project site. A variance is required to allow the IP Overlay Zone on a project area less than 10 acres, individual lot less than 5 acres, and a lot depth less than 220 feet.

BACKGROUND:

The above referenced applications are proposed on a 1.29 acre parcel, located at the southwest corner of Avenue 54 and Enterprise Way (86695 Avenue 54). The aerial photograph below illustrates the subject site for the conditional use permit and change of zone applications. According to Riverside County Assessor records, the existing building was constructed around 1991.



The photograph below illustrates the exterior elevation of the existing industrial building.



DISCUSSION/ANALYSIS

ENVIRONMENTAL SETTING

The site is 1.29 acre developed parcel zoned M-H (Heavy Industrial) within the Rancho Coachella Business Park. The existing 12-unit building is currently occupied by 9 tenants, which includes the Coachella Valley Teachers Association, Alejandro Cervantes Contractor, Thermiculture Management, Growers Topping and Hedging LLC, Three Generations Harvesting, Premium Packing Inc, and Agro Labor Services. The applicant has indicated that there is one tenant suite vacancy. The surrounded land uses and zoning classification include the following:

- North:** Multi-tenant industrial building and Avenue 54/ M-S (Manufacturing Service) Zone
- South:** Oraway Engineering Building/ M-H (Heavy Industrial) Zone
- East:** Vacant parcel/ M-H (Heavy Industrial) Zone
- West:** Industrial buildings/ M-H (Heavy Industrial) Zone

Project Analysis

The project site is owned by American Desert LLC, which consists of an 18,960 sq. ft. multi-tenant industrial building with 12 tenant suites, each measuring approximately 1,500 square feet at 86695

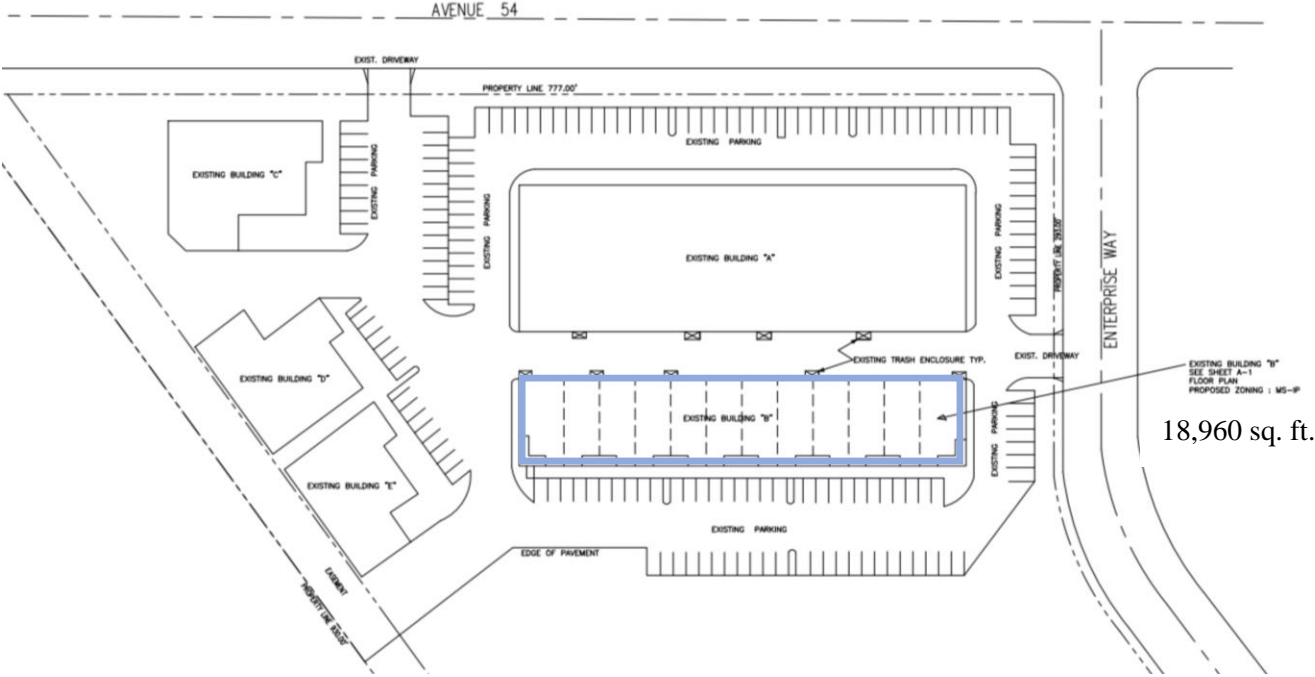
Avenue 54. Currently, the project owner is not proposing tenant improvements as part of project. The applicant proposes to allow multi-tenant cannabis microbusinesses to occupy suites to include activities such as cultivation, manufacturing, and distribution only, with no retail sales. The applicant anticipates that there will be multiple business occupants and that a tenant could occupy one or more of the suites.

Change of Zone No. 21-03 proposes to add the Industrial Park (IP) Overlay zone to the site and change the existing M-H (Heavy Industrial) Zone to M-S (Manufacturing Service) Zone on the project site. A change of zone (CZ 21-01) to add the IP Overlay Zone and a change of the base zone from M-H to M-S Zone was recently adopted by the City Council on the developed 1.74 acre parcel directly north of the subject site to allow for a storefront retail microbusiness with a Conditional Use Permit (CUP 337) within the existing 31,600 sq. ft. multi-tenant building.

The site plan and floor plan of the existing building is illustrated on the following page. The plans are provided for reference and no tenant improvements are proposed at this time. No on-site or off-site improvements are required by the City for this project since the building is existing and the site is developed with parking, driveways and landscaping. There are 55 existing parking spaces available on-site that serve the existing building suites.

The Planning Commission recommended approval of the proposed project at their regular meeting of October 20, 2021 (Attachment 8).

Existing Site Plan



CONSISTENCY WITH THE GENERAL PLAN

The proposed project is within the Industrial District land use designation of the General Plan 2035 Land Use and Community Character Element. The project is consistent with the development intensity permitted by the Industrial District land use category in that it encourage pedestrian friendly commercial storefront buildings in a mixed-use setting. The properties in the vicinity area also in the Industrial District and the proposed use would be compatible with surrounding uses.

CONSISTENCY WITH ZONING

The subject site is zoned M-H (Heavy Industrial) and is within Sub-Area #7 (South Employment District) as identified in Chapter 17.26, Industrial Park Overlay Zone, which allows the Industrial Park (IP) Overlay Zone to be applied to properties that are zoned M-S (Manufacturing Service) and are a minimum of project area of ten acres. The IP Overlay Zone allows for Cannabis cultivation, processing, testing, manufacturing, wholesale distribution and/or retail sale with approval of a conditional use permit (CUP). The subject 1.29 acre parcel, within a 7.91 project area subdivision (Parcel Map 26716) is less than the ten acre project area minimum and less than the minimum individual 5 acre lot size required for the IP Overlay Zone. The subject parcel has a lot depth of approximately 120 feet, less than the 220 foot minimum lot depth required for the IP Overlay Zone. The subject parcel is in the M-H zone and therefore ineligible to apply the IP Overlay Zone. The applicant requests a change of zone from the M-H zone to M-S zone and a variance from the minimum 10 acre project area, 5 acre minimum individual lot size, and 200 foot minimum lot depth requirements. The approval of the proposed variance request and change of zone from M-H and M-S zone would allow the applicant to also apply the IP Overlay Zone to the subject parcel.

ENVIRONMENTAL IMPACT CONSIDERATION

The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, (Class 1) Existing Facilities, of the CEQA guidelines that provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. CUP 342, Change of Zone 21-03, and Variance 21-04 meet the criteria for a Section 15301, Class 1 CEQA exemption.

CORRESPONDENCE

Please see attachments for correspondence received on this project.

ALTERNATIVES:

- 1) Adopt Resolution No. 2021-73 approving of Conditional Use Permit No. 342 and Variance 21-04 with the findings and conditions as recommended by Staff. Adopt Ordinance 1189 approving Change of Zone 21-03 to change the zone from M-H (Heavy

Manufacturing) to M-S (Manufacturing Service) and add the Industrial Park Overlay Zone (First Reading).

- 2) Deny Conditional Use Permit No. 342, Change of Zone No. 21-03, and Variance 21-04.
- 3) Continue these items and provide staff and the applicant with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends the City Council take the following actions:

- 1) Adopt Resolution No. 2021-73 approving of Conditional Use Permit No. 342 and Variance 21-04 with the findings and conditions as recommended by Staff.
- 2) Adopt Ordinance 1189 approving Change of Zone 21-03 to change the zone from M-H (Heavy Manufacturing) to M-S (Manufacturing Service) and add the Industrial Park Overlay Zone (First Reading).

Attachments:

1. Resolution No. 2021-73 for CUP No. 342, Variance No. 21-04.
Exhibit A - Conditions of Approval
2. Ordinance 1189 (1st Reading) - Change of Zone No. 21-03
Exhibit B – Change of Zone Exhibit
3. Existing Conditions Photos
4. Vicinity Map
5. Site Plan
6. Floor Plan
7. Applicant Justification Letter
8. Planning Commission Draft Minutes - October 20, 2021
9. Correspondence from IID and Riverside County Fire

RESOLUTION NO. 2021-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CONDITIONAL USE PERMIT (CUP 342), AND VARIANCE (VAR 21-04) TO CONVERT AN EXISTING 18,960 SQUARE FOOT MULTI-TENANT INDUSTRIAL BUILDING TO ALLOW CANNABIS MICROBUSINESSES AT 86695 AVENUE 54. VARIANCE (VAR 21-04) IS REQUIRED TO ALLOW INDUSTRIAL PARK OVERLAY ZONE DEVELOPMENT WITHIN A PROJECT AREA LESS THAN 10 ACRES, ON AN INDIVIDUAL LOT SIZE LESS THAN 5 ACRES, AND A LOT DEPTH OF LESS THAN 220 FEET ON A 1.74 ACRE DEVELOPED PARCEL LOCATED AT THE 86695 AVENUE 54. AMERICAN DESERT LLC MULTI-TENANT MICROBUSINESS PROJECT, AL BARLAS REPRESENTING ARTEM ARTENYAN, APPLICANT.

WHEREAS Al Barlas (on behalf of Artem Artenyan) filed an application for Conditional Use Permit (CUP 342), Change of Zone (CZ 21-03), and Variance (VAR 21-04) to allow the establishment of a multi-tenant cannabis microbusiness property located at 86695 Avenue 54 (Assessor's Parcel No. 764-280-011); and,

WHEREAS on October 20, 2021, the Planning Commission of the City of Coachella published a public hearing notice and conducted a duly noticed public hearing on Conditional Use Permit (CUP 342), Change of Zone (CZ 21-03), Variance (VAR 21-04) and considered the application as presented by the applicant, findings, conditions and staff recommendations and recommended that the City Council approve the application as presented by the applicant, findings, conditions and staff recommendations; and

WHEREAS on November 10, 2021, the City Council of the City of Coachella published a public hearing notice, conducted a duly noticed public hearing on Conditional Use Permit (CUP 342), Change of Zone (CZ 21-03), Variance (VAR 21-04) and approved the application as presented by the applicant, findings, conditions and staff recommendations; and

WHEREAS the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City's General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS the proposed site is adequate in size and shape to accommodate the proposed development; and,

WHEREAS, the proposed project is exempt from the California Environmental Quality Act, as amended; and,

WHEREAS the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coachella, California hereby resolve as follows:

Section 1. Incorporation of Recitals

The City Council hereby finds that all of the facts in the Recitals are true and correct and are incorporated and adopted as findings of the City Council as fully set forth in this resolution.

Section 2. CEQA Findings

Based upon its review of the entire record, including the Staff Report, any public comments or testimony presented to the City Council, and the facts outlined below, the City Council hereby finds and determines that the proposed project is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Class 1: Existing Facilities). The Class 1 exemption specifically exempts from further CEQA review the operation, permitting, licensing, or minor alteration of existing facilities with negligible or no expansions of the existing use.

Furthermore, none of the exceptions to the use of the Class 1 categorical exemption identified in State CEQA Guidelines section 15300.2 apply. The project will not result in a cumulative impact from successive projects of the same type in the same place, over time. There are no unusual circumstances surrounding the project that result in a reasonable possibility of a significant effect on the environment. The project is not in a scenic corridor, will not alter or impact historic resources, and does not include any hazardous waste sites. The project consists of no physical modifications to the structure or the environment, except for interior modifications, and involves a zone change, variance and a conditional use permit to allow cannabis microbusinesses. Thus, the Class 1 exemption applies, and no further environmental review is required.

Section 3. Conditional Use Permit Findings

With respect to Conditional Use Permit (CUP) 342, the Planning Commission finds as follows for the proposed cannabis microbusiness:

1. The Conditional Use Permit is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has an Industrial District land use designation that allows for a range of light and heavy commercial and industrial businesses. The proposed uses on the site are in keeping with the policies of the Industrial District land use classification and the Project is internally consistent with other General Plan policies for this type of development. The Project is in compliance with the applicable land use regulations and development standards of the City's Zoning Code with approval of the Change of Zone 21-03 and Variance 21-03.

2. Change of Zone No. 21-03 proposes to change the zoning of the 1.29 acre subject site at 86695 Avenue 54 from M-H (Heavy Industrial) to M-S (Manufacturing Service) and add the Industrial Park (IP) Overlay Zone. The Project complies with the applicable M-S (Manufacturing Service) zoning standards and IP Overlay Zone as proposed and with Chapter 17.85 and 17.46 of the Coachella Municipal Code regarding Cannabis Activity subject to approval of Condition Use Permit 342.
3. The subject site has been improved with on-site improvements and construction of an industrial building consistent with considerations for harmony in scale, bulk, coverage and density, availability of public facilities and utilities, and the generation of traffic and capacity of surrounding streets as required by the City of Coachella Zoning Ordinance. The Zoning Ordinance requires cannabis uses in the IP Overlay Zone to comply with minimum distance requirements from residential uses and from Avenue 52 and the proposed cannabis use complies as the distance from the site to residential uses and Avenue 52 is beyond 4,000 feet where a minimum distance is 1,000 feet is required from residential zoned lots and 800 feet from Avenue 52.
4. The Project will be compatible with neighboring properties with respect to land development patterns. The proposed cannabis business would operate in an existing industrial building and the scale, massing, and aesthetic appeal of existing development is in keeping with development of neighboring properties.
5. The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301-(Class 1) Existing Facilities of the CEQA guidelines that provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. CUP 342 meets the criteria for a Section 15301-Class 1 CEQA exemption.
6. The proposed multi-tenant use will operate within a an existing multi-tenant industrial building on a parcel developed with vehicular approaches previously reviewed and approved by the City of Coachella and designed for reasonable minimal interference with traffic on surrounding public street or road.

Section 4. Variance and Change of Zone Findings

With respect to Variance No. 21-04 and Change of Zone No, 21-03, the Planning Commission finds as follows for the proposed storefront retail microbusiness:

1. That the strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter as the subject site is located in Subarea #7 (South Employment District) and

consistent with zoning requirements of the Industrial Overlay Zone, except for the minimum project area of 10 acres, minimum individual 5 acre lot size, and minimum lot depth of 220 feet. The subject site is within a project area defined by a previous subdivision under parcel map 26716 consisting of 7.91 acres, has an individual lot size of 1.29 acres, and a lot depth of approximately 120 feet. The proposed change of zone from M-H to M-S would be consistent with the intent and purpose of the Industrial Park Overlay Zone as the subject site is within a project area that is well-planned with orderly development of industrial multi-tenant buildings with existing on-site improvements. The proposed cannabis use is consistent with the distance requirements of microbusinesses in the IP Overlay Zone from residential zones uses and Avenue 52. The existing building on the subject parcel is approximately 5,400 feet from the nearest building on a residentially zoned lot and therefore consistent with the minimum 1,000 foot distance of the use from any residentially zoned lot. Retail cannabis microbusinesses are not permitted within 800 feet of Avenue 52. The proposed business is more than 4,000 feet away from Avenue 52. Due to the subject site location significantly beyond the IP Overlay Zone and Retail Cannabis Business distance requirements for cannabis uses from residential uses and other sensitive uses, the proposed use would not present an adverse impact to the community. In fact, the change of zone from M-H to M-S would permit less intensive industrial uses permitted in the M-S zone and IP Overlay District.

2. That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity, in that the subject parcel is within Parcel Map 26716 and the gross area of the project area consists of 9.61 acres, inclusive of dedicated lots for Enterprise Way and Avenue 54, or .4 acres below the minimum required 10 acre project area. The site is located in boundary area designated by the City Council, Subarea #7 as appropriate for cannabis uses.
3. That such variance and change of zone is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question in that the subject parcel is in a project area developed in a well-planned and orderly development as intended by the Industrial Park Overlay Zone and is within a boundary that the overlay zone is applicable to with the exception of the corresponding M-S zoning and minimum 10 acre project area. The gross project area for Parcel Map 26716, in which the subject parcel is a part, is 9.61 acres and therefore substantially consistent with the minimum required project area.
4. That the granting of such variance and approval of the change of zone will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located in that the proposed zone change of the subject site from M-H to M-S and the application of the IP Overlay Zone would reduce to intensity of industrial uses that could be permitted on-site. Furthermore, cannabis related businesses are subject to findings and conditions of a conditional use permit. If a cannabis

related business operating on the subject site was determined to be operating in violation of conditions of approval of the conditional use permit then the City of Coachella Planning Commission may revoke the conditional use permit.

- 5. That the granting of the variance and approval of the change of zone will not adversely effect any element of the general plan. In fact, the Subarea #7 (South Employment District) identifies a vision for an employment district that contain a diversity of job-producing uses. Furthermore, policy direction for Subarea #7 allows support retail and services that support employment uses.

Section 5. City Council Approval

Based on the foregoing recitals and findings above, and the written and oral comments, facts and evidence presented, the City of Coachella City Council approves Conditional Use Permit (CUP 342) and Variance (VAR 21-04), and subject to the Conditions of Approval for the for the American Desert LLC Multi-tenant Microbusiness Project (CUP 342) set forth in “Exhibit A”

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

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. 2021-73 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

**CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT NO. 342; AMERICAN DESERT LLC MULTI-TENANT
MICROBUSINESS PROJECT**

General Conditions

1. Conditional Use Permit No. 342 is contingent upon City Council approval and adoption of the attendant Change of Zone 21-03 and Variance 21-03 application. Conditional Use Permit No. 342 hereby allows for operation of cannabis microbusiness, including cultivation, manufacturing and distribution only, within the existing multi-tenant industrial building at 86695 Avenue 54.
2. The Applicant shall secure building permits for all tenant improvements for the businesses through the City's Building Division and the Riverside County Fire Marshal's office prior to the commencement of business activities. Hours of operation for the cannabis business (CUP 342) shall be from 9:00 am to 10:00 pm daily, unless otherwise restricted by the State of California. The owner shall procure a City Cannabis Regulatory Permit and a State License prior to commencement of business activities.
3. Conditional Use Permit No. 342 shall be valid for 12 months from the effective date of said City Council approvals unless the applicant requests an extension of time and granted by the Planning Commission. The conditional use permit shall expire and shall become void one year following the date on which the conditional use became effective, unless prior to the expiration of one year a building permit for a commercial cannabis is issued and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.
4. Conditional Use Permit No. 342 permits commercial cannabis activity allowed as a conditional use in the Industrial Park Overlay Zone subject to adoption of Change of Zone 21-03, except storefront retail microbusinesses. A storefront retail microbusiness is subject to a separate discretionary approval process authorized by the Coachella City Council.
5. Construction plans for tenant improvements for each unit proposed to be occupied as a microbusiness shall be submitted and require approval by the Development Services Department prior to the commencement of business activities.
6. The cannabis use shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all cannabis activities that cause such odors in compliance with an odor control plan. The City Manager or designee may impose additional or modified odor control plan restrictions.
7. All plans, as shown, are considered "conceptual," subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions

requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of the conditional use permit.

8. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted U.B.C., U.P.C., U.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.
9. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.
10. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.
11. Cannabis operators shall timely file quarterly cannabis tax returns and remit required cannabis tax payments.

Environmental Compliance:

12. The applicant shall comply with the following items prior to issuance of building permits:
 - a) Submit detailed plumbing and mechanical plans;
 - b) Facility will be required to submit a fixture count worksheet to determine additional loading to sewer
 - c) Submit a Source Control survey to determine impacts to sewer;
 - d) Submit a Pollution Prevention Plan for nutrient storage room; SDS sheets required for all chemicals used onsite;
 - e) To prevent debris from entering sewer, project must install strainers on all floor drains of at least 3/8" opening.
 - f) Provide permit from Water Boards Cannabis Cultivation program

ORDINANCE NO. 1189

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 21-03 FROM M-H (MANUFACTURING HEAVY) TO M-S (MANUFACTURING SERVICE) AND ADD THE INDUSTRIAL PARK OVERLAY ZONE AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED 86695 AVENUE 54. APPLICANT: AL BARLAS REPRESENTING ARTEM ARTENYAN. (1st Reading)

WHEREAS, Al Barlas (on behalf of Artem Artenyan) filed an application for Change of Zone 21-03 to change the zoning from M-H (Manufacturing Heavy) to M-S (Manufacturing Service) and add the Industrial Park Overlay Zone on a 1.29 acre developed parcel of land and attendant applications Conditional Use Permit 342 and Variance No. 21-04, located at 86695 Avenue 54; Assessor’s Parcel No. 764-280-011 (“Project”); and,

WHEREAS, the City has processed Change of Zone 21-03 pursuant to the Coachella Municipal Code, the California Government Code and the California Environmental Quality Act of 1970 as amended; and,

WHEREAS, on October 20, 2021 the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing and considered the CEQA document and the proposed project and recommended to the City Council approval of Change of Zone 21-03 adopting the recommended findings and staff recommendations; and,

WHEREAS, on November 10, 2021 the City Council of the City of Coachella held a duly noticed and published Public Hearing wherein the public was given an opportunity to testify regarding the proposed project, and wherein the City Council approved Change of Zone 21-03 adopting the recommended findings and staff recommendations; and,

WHEREAS, the City Council of the City of Coachella finds that the applicant’s request for Change of Zone 21-03 is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 21-03 Map marked “Exhibit A” from M-H (Manufacturing-Heavy) to M-S-IP (Manufacturing Service – Industrial Park Overlay) for 1.74 acres located at 86695 Avenue 54, with the findings listed below.

Findings for Change of Zone 21-03:

1. The Project is in compliance with the applicable land use regulations and development standards of the City's Zoning Code with approval of the Change of Zone 21-03 and Variance 21-03.
2. Change of Zone No. 21-03 proposes to change the zoning of the 1.29 acre subject site at 86695 Avenue 54 from M-H (Heavy Industrial) to M-S (Manufacturing Service) and add the Industrial Park (IP) Overlay Zone. The Project complies with the applicable M-S (Manufacturing Service) zoning standards and IP Overlay Zone as proposed and with Chapter 17.85 and 17.46 of the Coachella Municipal Code regarding Cannabis Activity subject to approval of Condition Use Permit 342.
3. The subject site has been improved with on-site improvements and construction of an industrial building consistent with considerations for harmony in scale, bulk, coverage and density, availability of public facilities and utilities, and the generation of traffic and capacity of surrounding streets as required by the City of Coachella Zoning Ordinance. The Zoning Ordinance requires cannabis uses in the IP Overlay Zone to comply with minimum distance requirements from residential uses and from Avenue 52 and the proposed cannabis use complies as the distance from the site to residential uses and Avenue 52 is beyond 4,000 feet where a minimum distance is 1,000 feet is required from residential zoned lots and 800 feet from Avenue 52.
4. The Project will be compatible with neighboring properties with respect to land development patterns. The proposed cannabis business would operate in an existing industrial building and the scale, massing, and aesthetic appeal of existing development is in keeping with development of neighboring properties.
5. The City has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301-(Class 1) Existing Facilities of the CEQA guidelines that provides an exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use including interior or exterior alterations involving such things as interior partitions, plumbing and electrical conveyances. CUP 342 meets the criteria for a Section 15301-Class 1 CEQA exemption.
6. The proposed multi-tenant use will operate within a an existing multi-tenant industrial building on a parcel developed with vehicular approaches previously reviewed and approved by the City of Coachella and designed for reasonable minimal interference with traffic on surrounding public street or road.
7. That the strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter as the subject site is located in Subarea #7 (South Employment District) and consistent

with zoning requirements of the Industrial Overlay Zone, except for the minimum project area of 10 acres, minimum individual 5 acre lot size, and minimum lot depth of 220 feet. The subject site is within a project area defined by a previous subdivision under parcel map 26716 consisting of 7.91 acres, has an individual lot size of 1.29 acres, and a lot depth of approximately 120 feet. The proposed change of zone from M-H to M-S would be consistent with the intent and purpose of the Industrial Park Overlay Zone as the subject site is within a project area that is well-planned with orderly development of industrial multi-tenant buildings with existing on-site improvements. The proposed cannabis use is consistent with the distance requirements of microbusinesses in the IP Overlay Zone from residential zones uses and Avenue 52. The existing building on the subject parcel is approximately 5,400 feet from the nearest building on a residentially zoned lot and therefore consistent with the minimum 1,000 foot distance of the use from any residentially zoned lot. Retail cannabis microbusinesses are not permitted within 800 feet of Avenue 52. The proposed business is more than 4,000 feet away from Avenue 52. Due to the subject site location significantly beyond the IP Overlay Zone and Retail Cannabis Business distance requirements for cannabis uses from residential uses and other sensitive uses, the proposed use would not present an adverse impact to the community. In fact, the change of zone from M-H to M-S would permit less intensive industrial uses permitted in the M-S zone and IP Overlay District.

8. That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity, in that the subject parcel is within Parcel Map 26716 and the gross area of the project area consists of 9.61 acres, inclusive of dedicated lots for Enterprise Way and Avenue 54, or .4 acres below the minimum required 10 acre project area. The site is located in boundary area designated by the City Council, Subarea #7 as appropriate for cannabis uses.
9. That such variance and change of zone is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question in that the subject parcel is in a project area developed in a well-planned and orderly development as intended by the Industrial Park Overlay Zone and is within a boundary that the overlay zone is applicable to with the exception of the corresponding M-S zoning and minimum 10 acre project area. The gross project area for Parcel Map 26716, in which the subject parcel is a part, is 9.61 acres and therefore substantially consistent with the minimum required project area.
10. That the granting of such variance and approval of the change of zone will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located in that the proposed zone change of the subject site from M-H to M-S and the application of the IP Overlay Zone would reduce to intensity of industrial uses that could be permitted on-site. Furthermore, cannabis related businesses are subject to findings and conditions of a conditional use permit. If a cannabis related business operating on the subject site was determined to be operating in violation of conditions of approval of the conditional use permit then the City of Coachella Planning Commission may revoke the conditional use permit.

11. That the granting of the variance and approval of the change of zone will not adversely effect any element of the general plan. In fact, the Subarea #7 (South Employment District) identifies a vision for an employment district that contain a diversity of job-producing uses. Furthermore, policy direction for Subarea #7 allows support retail and services that support employment uses.

Section 2. SEVERABILITY The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 3. EFFECTIVE DATE This ordinance shall take effect thirty (30) days after its second reading by the City Council.

Section 4. CERTIFICATION The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be published and circulated in the City of Coachella.

ORDINANCE PASSED AND APPROVED on this ____ day of _____, 2021.

Steven Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

I, Angela M. Zepeda, City Clerk, City of Coachella, California, certify that the foregoing Ordinance No. 1189 was adopted by the City Council at a regular meeting of the City Council held on the _____, of _____, 2021, and was adopted by the following vote:

AYES:

NOES:

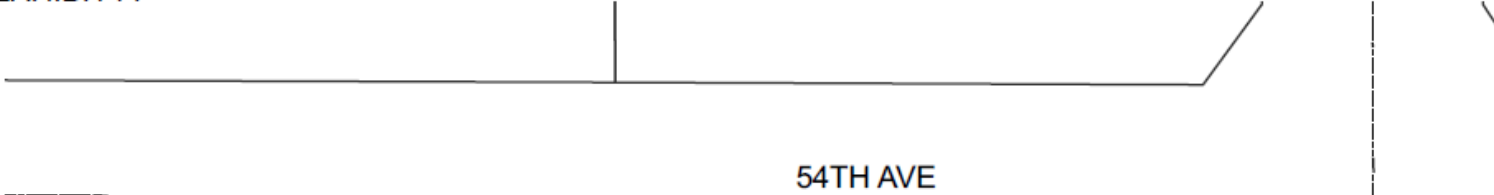
ABSENT:

ABSTAIN:

Angela M. Zepeda, City Clerk



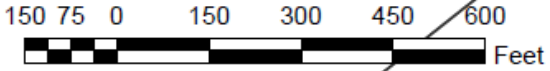
EXHIBIT A



**Existing M-H (Heavy Industrial) Zone
to
Proposed M-S (Manufacturing Service) Zone,
Industrial Park Overlay Zone**

APN# 764-280-010 (1.74 acres)

ENTERPRISE WAY



Change of Zone 21-01 Exhibit

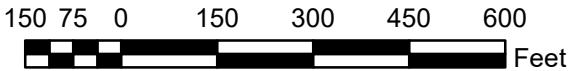
2021



ENTERPRISE WAY

**Existing M-H (Heavy Industrial) Zone
to
Proposed M-S (Manufacturing Service) Zone,
Industrial Park Overlay Zone**

APN# 764-280-011 (1.29 acres)



Existing Conditions Photos



View of Existing Building and Parking lot looking West



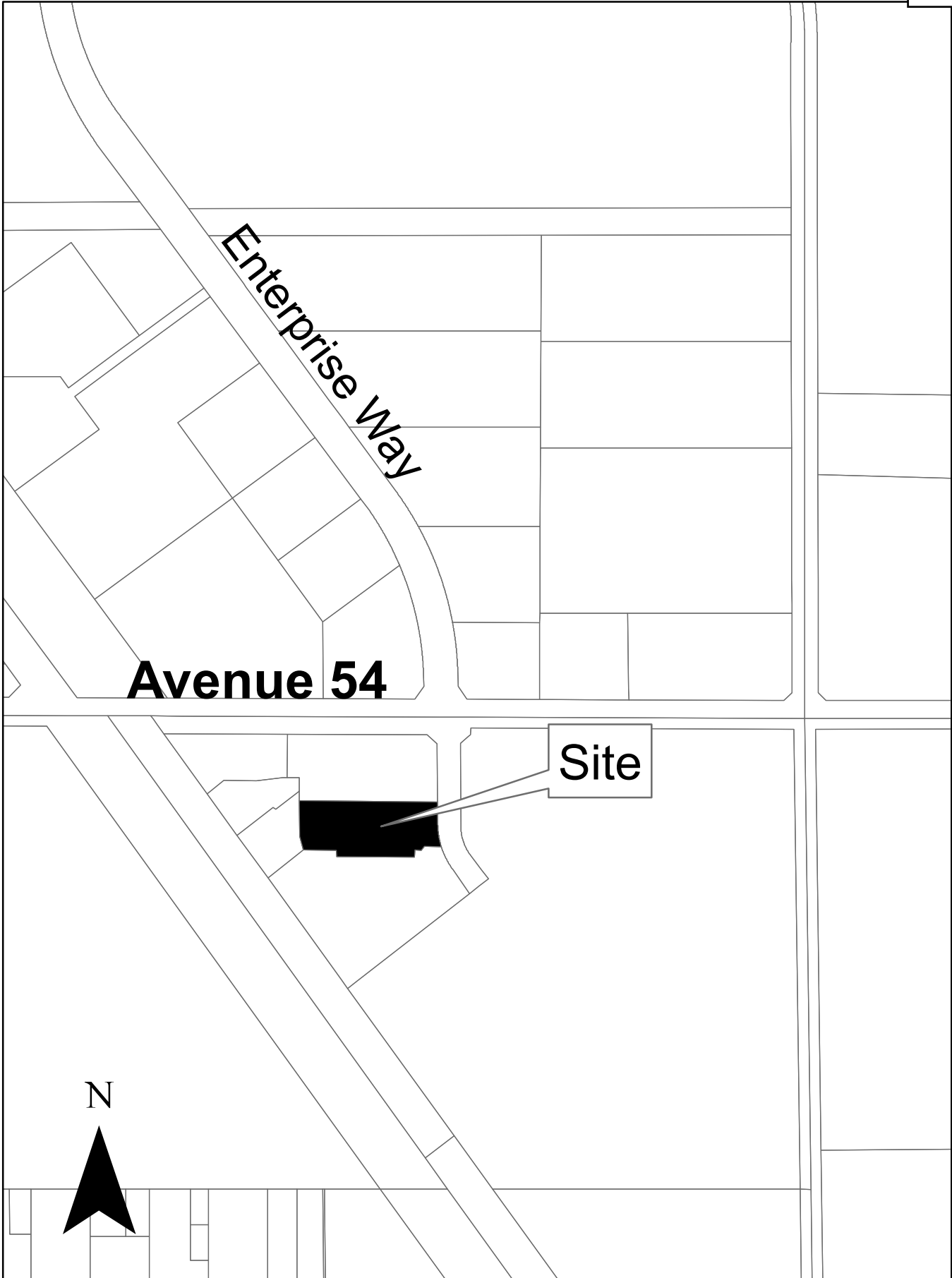
West Building Elevation



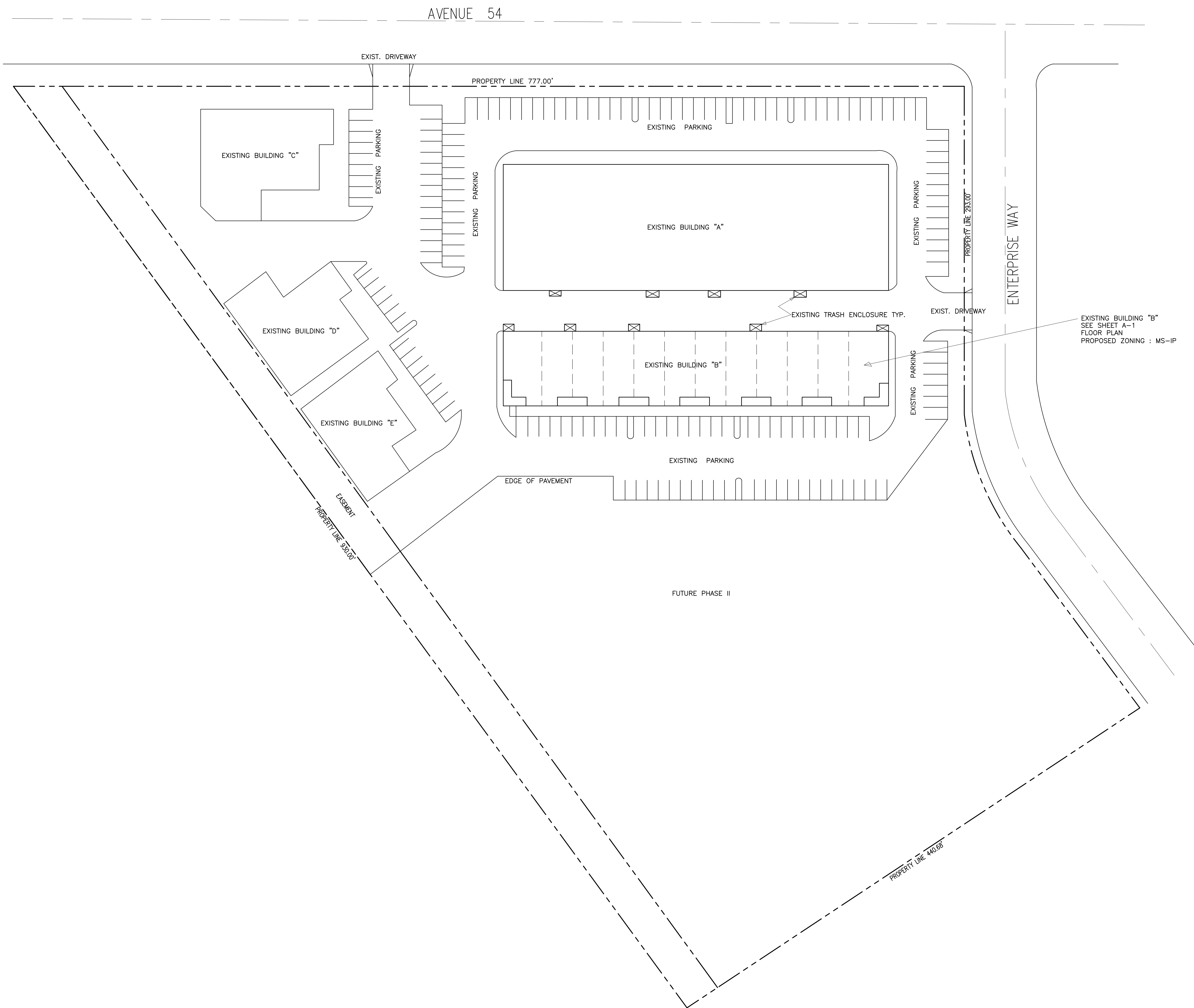
Rear Service Driveway



Industrial Building to the East of subject site



Attachment 5



EXISTING SITE PLAN

SCALE: 1" = 40'-0"



SCOPE OF WORK

1. PROPOSED ZONING CHANGE FROM MH-IP TO MS-IP.

PROJECT TEAM

DESIGNER: GEORGE SPURGEON DESIGNS
 2306 LARK CT.
 OFFICE (909) 319-4074
 GWSDESIGN@ATT.NET

PROJECT INFORMATION

LOT SIZE	5.1 ACRES.
CONSTRUCTION TYPE	TYPE V-B
SPRINKLERED:	NO
ZONING	MH-IP
NUMBER OF STORIES	ONE
EXISTING BLDG. DATA	18,960 SQ.FT. BUILDING "B"
CODES/REGULATIONS	2019 CBC, CMC, CPC, CEC, CRC & CAC TITLE 24 2019 ENERGY STANDARDS

GEORGE SPURGEON DESIGNS
 2306 LARK CT, THERMAL, CA, 92274
 OFFICE (909) 319-4074 EMAIL: gwsdesign@att.net

CHANGE OF ZONING BUILDING - "B"
 86695 AVE 54
 COACHELLA, CA. 92236

ISSUE	ISSUE DESCRIPTION	DATE

STAMP

DRAWN BY:	GWS
SHEET	
SCALE	AS NOTED

SP-1

08-25-2012

City of Coachella Planning Division
1515 South Street, Coachella CA 92236

Applicant: American Desert LLC- 15303 Arrow Blvd, Fontana CA 92335+

Project Name: American Desert LLC

86695 Ave 54, Coachella CA 92336

APN 763 280 011

Staff:

This letter will confirm that the applicant AL Barlas (On behalf of American Desert LLC) filed an application for Conditional Use Permit (July 12 2021), Change of zone (CZ 21-01), and Variance (VAR 21-91)

The proposed variance request is necessary for the continue development of the community, it consistent with the objectives of the city General Plan, and is not detrimental to the existing uses specifically permitted in the zone which the proposal use is to be located.

The proposed project will operate in suite withing an existing multi-tenant industrial building on a parcel developed with Vehicular approaches previously reviewed and approved by the City of Coachella and designed for reasonable minimal interference with traffic on surrounding public street or road.

The proposed project site (763280011) is adjacent to project site (763280010) which summitted similar variance request and approval (CUP 337) via publish public hearing and resolution PC2021-16 and adopted on Aug 4th.

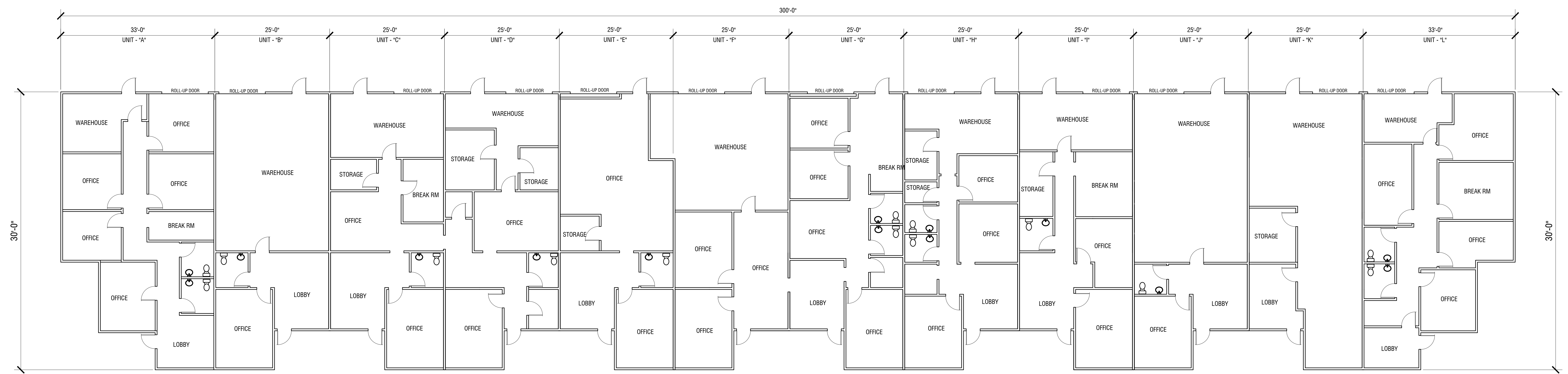
The granting such variance and approval of the change of zone will allow the development of new cannabis business. Such variances are necessary for the preservation and enjoyment of a substantial property right and use generally possessed by other property in the same zone and vicinity. But which because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question in that that the subject parcel is in an industrial park overlay zone and withing the boundary that the overlay zone is applicable to with the exception of the corresponding M-S zoning and minimum 10 acres project area. The gross project area for parcel map 267816, in which the subject parcel is apart, is 9.61 acres and therefore substantially consistent with the minimum required project area.

Thank you for your consideration.

Al Barlas

Attachment 6

GEORGE SPURGEON DESIGNS
 2306 LARK CT. THERMAL, CA. 92274
 OFFICE CELL (909) 319-4074 EMAIL: gvsdesign@att.net



EXISTING FLOOR PLAN BUILDING "B"

SCALE: 1/8"=1'-0"

CHANGE OF ZONING BUILDING - "B"
 86695 AVE 54
 COACHELLA, CA. 92236

ISSUE	ISSUE DESCRIPTION	DATE

STAMP

DRAWN BY: GWS
 SHEET:
 SCALE: AS NOTED

A-1



Coachella Civic Center, Hearing Room
53-462 Enterprise Way, Coachella, California
(760) 398-3502 ♦ www.coachella.org

MINUTES

OF A REGULAR MEETING
OF THE
CITY OF COACHELLA
PLANNING COMMISSION

October 20, 2021
6:00 PM

PURSUANT ASSEMBLY BILL 361,
ALONG WITH THE GOVERNOR'S STATE OF EMERGENCY DECLARATION ISSUED ON MARCH 4, 2020,
THIS MEETING MAY BE CONDUCTED VIA TELECONFERENCE.

IF YOU WOULD LIKE TO ATTEND THE MEETING **VIA ZOOM**, HERE IS THE LINK:

[HTTPS://US02WEB.ZOOM.US/J/89785377649?pwd=SzFJcmFvWHBQMXNsUcTjNHZZOENWdz09](https://us02web.zoom.us/j/89785377649?pwd=SzFJcmFvWHBQMXNsUcTjNHZZOENWdz09)

OR ONE TAP MOBILE :

US: +16699006833,,89785377649#,,, *809812# US

OR TELEPHONE:

US: +1 669 900 6833

WEBINAR ID: 897 8537 7649

PASSCODE: 809812

PUBLIC COMMENTS MAY BE RECEIVED **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 COMMISSION ELECTRONICALLY VIA EMAIL TO **GPEREZ@COACHELLA.ORG**. TRANSMITTAL **PRIOR TO THE START** OF THE MEETING IS REQUIRED. ALL WRITTEN COMMENTS RECEIVED WILL BE FORWARDED TO THE COMMISSION AND ENTERED INTO THE RECORD.

IF YOU WISH, YOU MAY LEAVE A MESSAGE AT **(760) 398-3102, EXTENSION 122, BEFORE 4:00 P.M.** ON THE DAY OF THE MEETING.

CALL TO ORDER:

Meeting was called to order at 6:01 p.m. by Vice Chair Navarrete. The meeting was conducted via Zoom meeting and available to the public via Zoom meeting.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Commissioners Present: Alternate Commissioner Leal, Commissioner Figueroa, Vice Chair Navarrete, Chair Virgen (joined the meeting at 6:19 p.m.). (All Planning Commissioners participated via teleconference)

Commissioners Absent: Commissioner Gonzalez

Staff Present: *Gabriel Perez, Development Services Director
*Nikki Gomez, Associate Planner
*Rosa Montoya, Planning Technician

*Participated in meeting via teleconference

APPROVAL OF AGENDA:

“At this time the Commission may announce any items being pulled from the agenda or continued to another date or request the moving of an item on the agenda.”

No requests by the Commission.

APPROVAL OF THE MINUTES

1. Minutes - Planning Commission Meeting October 6, 2021

IT WAS MOVED BY COMMISSIONER FIGUEROA AND SECONDED BY COMMISSIONER NAVARRETE TO APPROVE THE MINUTES WITH THE MODIFICATION TO REMOVE THE FIRST SENTENCE AFTER THE PUBLIC HEARING SECTION, IN REFERENCE TO COMMISSIONER GONZALEZ RECUSING HIMSELF.

Approved by the following roll call vote:

AYES: Vice Chair Navarrete, Chair Virgen, Commissioner Figueroa, Alternate Commissioner Leal.

NOES: None.

ABSTAIN: None.

ABSENT: Commissioner Gonzalez.

WRITTEN COMMUNICATIONS:

None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

“The public may address the Commission on any item of interest to the public that is not on the agenda, but is within the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.”

Closed at 6:06 pm

REPORTS AND REQUESTS:

None.

NON-HEARING ITEMS:

None.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

****Chairperson Virgen joined the meeting at 6:19 p.m.*

2. American Desert LLC Multi-tenant Microbusiness Project

- a) Conditional Use Permit 342 proposes to convert an existing 18,960 square foot multi-tenant (12 units) industrial building into multi-tenant microbusiness at 86695 Avenue 54. (APN 764-280-011)
- b) Change of Zone No. 21-03 proposes to add the Industrial Park Overlay zone (IP) and change the existing zone from M-H (Heavy Industrial) to the M-S (Manufacturing Service) Zone on a 1.29 acre developed parcel located at 86695 Avenue 54.
- c) Variance No. 21-04 to allow the proposed Industrial Park Overlay Zone on a project area less than a 10 acres, individual lot less than 5 acres, and a lot depth less than 220 feet.

Chair Virgen opened the public hearing at 6:25 p.m.

Al Barlas, applicant representative, discussed that CVTA is in their last month to stay. Said he informed tenants and adjacent property owners of their project and that the owners wants the option to add cannabis business tenants.

Chair Virgen closed the public hearing at 6:30 p.m.

IT WAS MOVED BY COMMISSIONER FIGUEROA AND SECONDED BY COMMISSIONER NAVARETE TO ADOPT RESOLUTION NO. PC 2021-23, A RESOLUTION OF THE CITY OF COACHELLA PLANNING COMMISSION RECOMMENDING TO THE COACHELLA CITY COUNCIL APPROVAL OF CONDITIONAL USE PERMIT (CUP 342), CHANGE OF ZONE (CZ 21-03), AND VARIANCE (VAR 21-04) TO CONVERT AN EXISTING 18,960 SQUARE FOOT MULTI-TENANT INDUSTRIAL BUILDING TO ALLOW CANNABIS MICROBUSINESSES AT 86695 AVENUE 54. CHANGE OF ZONE (CZ 21-03) PROPOSES TO CHANGE THE EXISTING ZONE FROM M-H (HEAVY INDUSTRIAL) TO M-S (MANUFACTURING SERVICE ZONE) AND ADD THE INDUSTRIAL PARK OVERLAY ZONE AT 86695 AVENUE 54. VARIANCE (VAR 21-04) IS REQUIRED TO ALLOW INDUSTRIAL PARK OVERLAY ZONE DEVELOPMENT WITHIN A PROJECT AREA LESS THAN 10 ACRES, ON AN INDIVIDUAL LOT SIZE LESS THAN 5 ACRES, AND A LOT DEPTH OF LESS THAN 220 FEET ON A 1.29 ACRE DEVELOPED

PARCEL LOCATED AT THE 86695 AVENUE 54; AMERICAN DESERT LLC MULTI-TENANT MICROBUSINESS PROJECT, AL BARLAS REPRESENTING ARTEM ARTENYAN, APPLICANT
***With the correction to the staff report 3rd page – Project Analysis section changing “38,600 sq. ft.” to “18,960 sq. ft.”

Approved by the following roll call vote:

AYES: Vice Chair Navarrete, Chair Virgen, Commissioner Figueroa, Alternate Commissioner Leal.

NOES: None.

ABSTAIN: None.

ABSENT: Commissioner Gonzalez.

3. Review of Ordinance No. 1188 amending the Coachella Municipal Code regarding Interim Outdoor Cannabis Cultivation. City-Initiated.

Chair Virgen opened the public hearing at 6:25 p.m.

Oracio Gonzalez, Coachella Valley Growers representative, described the group’s outdoor growing operation with record breaking yield and plant quality. Mr. Gonzalez requested the Planning Commission address winter month cannabis growing when plants are triggered to flower too early, which stunts their growth for a plant smaller than the typical six (6) foot plant height under normal conditions. He mentioned fixed costs for cultivation stay the same throughout the year, but the plants are smaller in the winter, which limits winter harvests. He suggested allowances for supplemental lighting, such as off the shelf string lights available at Costco, two (2) hours before sunrise and two (2) hours after sunset, which would allow plants to reach normal growth. Mr. Gonzalez stated that other jurisdictions around the state allow the nighttime lighting for outdoor cannabis cultivation and that without similar allowances, local growers will be at a competitive disadvantage. He suggested that any lighting impacts could be evaluated by the City on a case by case basis.

Chair Virgen closed the public hearing at 7:05 p.m.

IT WAS MOVED BY COMMISSIONER FIGUEROA AND SECONDED BY COMMISSIONER NAVARETE TO ADOPT RESOLUTION NO. PC 2021-24, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COACHELLA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL AMENDMENTS TO REGULATIONS FOR INTERIM OUTDOOR CANNABIS CULTIVATION. CITY-INITIATED.

***with amendments to allow growers to use outdoor lighting for cultivation purposes during the winter months, two hours before sunrise and two hours after sunset, with illumination similar to patio string lights and that at a year before conditional use permit expiration that City staff work to notify applicants of the need to renew the permit.

Approved by the following roll call vote:

AYES: Vice Chair Navarrete, Chair Virgen, Commissioner Figueroa, Alternate Commissioner Leal.

NOES: None.

ABSTAIN: None.

ABSENT: Commissioner Gonzalez.

INFORMATIONAL:

None.

ADJOURNMENT:

Meeting Adjourned by Chair Virgen at 7:12 pm by Chair Virgen.

Respectfully Submitted by,

Gabriel Perez
Planning Commission Secretary

*Complete Agenda Packets are available for public inspection in the
Planning Department at 53-990 Enterprise Way, Coachella, California, and on the
City's website www.coachella.org.*

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



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- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- NORCO
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
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- TEMECULA
- WILDOMAR

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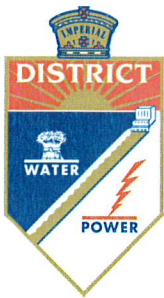
Planning Case Conditions

Date: 8/24/21
City Case Number: CUP342
Project Name: Multi Tenant Building for Cannabis Business
Reviewed By: Chris Cox, Assistant Fire Marshal
Fire Department Permit Number: FPCUP2100121
 East Office of the Fire Marshal Responsibility

With respect to the conditions of approval for the referenced project, the Fire Department requires the following fire protection measures in accordance with Riverside County Ordinances and/or recognized fire protection standards:

1. Cannabis Facilities: Construction plans for carbon dioxide enrichment systems, gas detection systems, plant processing and extraction systems shall be reviewed and approved by the Office of the Fire Marshal prior to the issuance of construction permits. Refer to the Riverside County Office of the Fire Marshal Technical Policies #TP16-004 and #TP16-005.
2. Prior to building permit issuance, a hazardous materials inventory statement shall be provided to the Office of the Fire Marshal. An occupancy with quantities exceeding the maximum allowable quantity per control area as indicated in Tables 5003.1.1(1) through 5003.1.1(4) of the California Fire Code shall be classified as a Group H occupancy. The construction of control areas and the maximum number of control areas within a building shall be in accordance with the California Building Code. The chemical inventories of multi-tenant spaces within a building shall be accumulated to determine the quantity limitations within a control area and a building.
3. Addressing: All commercial buildings shall display street numbers and suite numbers or letters in a prominent location on the street side of the premises and additional locations as required. Ref. CFC 505.1

If you have any questions or comments, then please contact me at 760-393-3386 or chris.cox@fire.ca.gov.



IID

A century of service.

August 26, 2021

Mr. Gabriel Perez
Assistant Community Development Director
Development Services Department
City of Coachella
1515 6th Street
Coachella, CA 92236

SUBJECT: American Desert Multi-tenant Microbusinesses Project in Coachella, CA;
CZ 21-03, VAR 21-04 & CUP 342

Dear Mr. Perez:

On August 13, 2021 the Imperial Irrigation District received from the City of Coachella Development Services Department, a request for agency comments on the American Desert, LLC cannabis project; Change of Zone no. 21-03, Variance no. 21-04 & Conditional Use Permit no. 342. The applicant, Al Barlas representing Artem Artenyan, proposes to occupy an existing 18,960 sq. ft. multi-tenant industrial building and rent to possible tenants that will use the space to cultivate/grow, manufacture and distribute cannabis, non-retail. The potential tenants may occupy single or multiple units and will do their own improvements based on applicable city codes & requirements. The building is located at 86695 Avenue 54 in Coachella, CA (APN 763-280-011).

The IID has reviewed the project information and has the following comments:

1. IID will not begin any studies, engineering or estimate costs to provide electrical service to the project until the applicant submits a customer project application (available at <http://www.iid.com/home/showdocument?id=12923> and detailed loading information, panel sizes, project schedule and estimated in-service date. Applicant shall bear all costs associated with providing electrical service to the project, including but not limited to the construction of an additional feeder breaker, distribution line extensions and underground conduit systems, in addition to the re-configuration of distribution lines and upgrades as well as applicable permits, zoning changes, landscaping (if required by the City) and rights-of-way and easements.

2. However, based on the preliminary information provided to the IID, the district can accommodate the power requirements of the project by adding a new distribution feeder breaker at the existing bank #1 of the Avenue 52 Substation. In addition, a new feeder/backbone line extension (conduit, cable) will be required from Avenue 52 breaker to the project including a circuit reconfiguration. The district's ability to provide service from existing infrastructure is based on currently available capacity, which may be impacted by future development in the area. It is important to note that a detailed and final study will be developed once a customer project application and loading calculations are received. This detailed information will allow IID to perform an accurate assessment and provide a full report of any potential impacts and mitigation measures. The conditions of service could change as a result of the additional studies.
3. Underground infrastructure that includes trenching, conduits, pull boxes, switch boxes, transformers, commercial meter panels, residential meter concentrations and pads should be installed following IID approved plans. Physical field installation of underground infrastructure should be verified and approved by an IID inspector prior to cable installation as per IID Developer's Guide (available at the district website <https://www.iid.com/home/showdocument?id=14229>).
4. IID Regulations governing line extensions can be found at:
No. 2 (<http://www.iid.com/home/showdocument?id=2540>),
No. 13 (<http://www.iid.com/home/showdocument?id=2553>),
No. 15 (<http://www.iid.com/home/showdocument?id=2555>),
No. 20 (<http://www.iid.com/home/showdocument?id=2560>) and
No. 23 (<https://www.iid.com/home/showdocument?id=17897>).
5. For additional information regarding electrical service for the project, the applicant should be advised to contact the IID Energy - La Quinta Division Customer Operations, 81-600 Avenue 58 La Quinta, CA 92253, at (760) 398-5841 and speak with the project development planner assigned to the area.
6. It is important to note that IID's policy is to extend its electrical facilities only to those developments that have obtained the approval of a city or county planning commission and such other governmental authority or decision-making body having jurisdiction over said developments.
7. The applicant will be required to provide rights-of-way and easements for any power line extensions and overhead or underground infrastructure needed to serve the project.
8. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer,

storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <https://www.iid.com/about-iid/departments-directory/real-estate>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements.

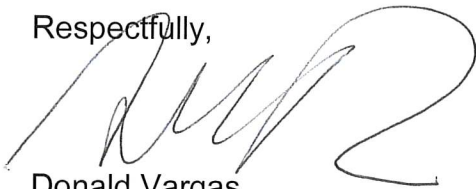
9. Relocation of existing IID facilities to accommodate the project and/or to accommodate street widening improvements imposed by the City will be deemed project-driven and all costs, as well as securing of rights of way and easements for relocated facilities, shall be borne by the applicant.
10. Public utility easements over all private public roads and additional ten (10) feet in width on both side of the private and public roads shall be dedicated to IID for the construction, operation, and maintenance of its electrical infrastructure.
11. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. **Any mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.**
12. Dividing a project into two or more pieces and evaluating each piece in a separate environmental document (Piecemealing or Segmenting), rather than evaluating the whole of the project in one environmental document, is explicitly forbidden by CEQA, because dividing a project into a number of pieces would allow a Lead Agency to minimize the apparent environmental impacts of a project by evaluating individual pieces separately, each of which may have a less-than-significant impact on the environment, but which together may result in a significant impact. Segmenting a project may also hinder developing comprehensive mitigation strategies. In general, if an activity or facility is necessary for the operation of a project, or necessary to achieve the project objectives, or a reasonably foreseeable consequence of approving the project, then it should be considered an integral project component that should be analyzed within the environmental analysis. The project description should include all project components, including those that will have to be approved by responsible agencies. The State CEQA Guidelines define a project under CEQA as "the whole of the action" that may result either directly or indirectly in physical changes to the environment. This broad definition is intended to provide the maximum protection of the environment. CEQA case law has

established general principles on project segmentation for different project types. For a project requiring construction of offsite infrastructure, the offsite infrastructure must be included in the project description. *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App. 4th 713.

13. Applicant should be advised that landscaping can be dangerous if items are planted too close to IID's electrical equipment. In the event of an outage, or equipment failure, it is vital that IID personnel have immediate and safe access to its equipment to make the needed repairs. For public safety, and that of the electrical workers, it is important to adhere to standards that limit landscaping around electrical facilities. IID landscaping guidelines are available at <https://www.iid.com/energy/vegetation-management>.

Should you have any questions, please do not hesitate to contact me at (760) 482-3609 or at dvargas@iid.com. Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas
Compliance Administrator II

Enrique B. Martinez – General Manager
Mike Pacheco – Manager, Water Dept.
Marilyn Del Bosque Gilbert – Manager, Energy Dept.
Constance Bergmark – Mgr. of Planning & Eng./Chief Elect. Engineer, Energy Dept.
Daryl Buckley – Mgr. of Distribution Svcs. & Maint. Oprtns., Energy Dept.
Enrique De Leon – Asst. Mgr., Energy Dept., Distr., Planning, Eng. & Customer Service
Jamie Asbury – Assoc. General Counsel
Vance Taylor – Asst. General Counsel
Michael P. Kemp – Superintendent, Regulatory & Environmental Compliance
Laura Cervantes – Supervisor, Real Estate



STAFF REPORT
11/10/2021

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Ordinance No. 1190 (Zoning Ordinance Amendment 21-03) amending Sections 17.72.010 and 17.74.050 of Title 17 (ZONING) of the Coachella Municipal Code to regulate time extension requests for Architectural Review and Conditional Use Permits (1st Reading).

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce for first reading, by title only, Ordinance No. 1190 amending Sections 17.72.010 and 17.74.050 of the Coachella Municipal Code to regulate time extensions for Architectural Review and Conditional Use Permits.

BACKGROUND:

The Planning Commission previously discussed this permissive Zoning Code provision that allows developers to delay construction activity for several years after a project is approved, only to come in with retroactive time extension requests for Conditional Use Permits (CUP) and Architectural Reviews (AR). On November 7, 2018, the Planning Commission considered Zoning Ordinance 18-01 and recommended to the City Council approval of the ordinance, which would eliminate retroactive extensions for CUPs and ARs. The ordinance also included more stringent regulation of M-H (Heavy Industrial) Zone uses for intensive industrial uses, currently allowed by right, and recommended a conditional use permit requirement for these uses. The ordinance was considered by the City Council on December 12, 2018 on first reading and the Council took no action due to concerns raised in a letter from Imperial Western Products, Inc. (IWP) based on concerns that the changes to the M-H zone would be discriminatory to IWP and that the amendments to retroactive extensions would give the ability of the Planning Director of Planning Commission to add new conditions of approval without a public hearing.

Staff prepared a new ordinance (Ordinance 1190 - ZOA 21-03) for consideration of the Planning Commission and City Council to eliminate provisions for retroactive extension requests for CUPs and ARs, but not pursue amendments to the M-H zone. The Planning Commission recommended that the City Council adopt Ordinance 1190 at their regular meeting of October 6, 2021.

DISCUSSION/ANALYSIS:

The City's Zoning Code allows Architectural Reviews and Conditional Use Permits to be valid for 12 months, unless the owner obtains building permits and pursues construction of the project diligently. A time extension may be approved by the Planning Commission for up to three 12-month increments if the owner submits a timely request with justification and a filing fee. The Code further states that a project proponent may request a time extension "after the expiration date" of the Architectural Review or Conditional Use Permit if the owner pays "double the fee amount" for the time extension. The Code also allows the Planning Director or the Planning Commission the ability to impose additional conditions with the action to renew the Architectural Review or Conditional Use Permit. The proposed ordinance would eliminate the retroactive extensions for an Architectural Review or Conditional Use Permit.

Comparison to Surrounding Cities:

Staff surveyed the Code provisions of nearby cities for the applicability of time extensions to CUPs and Design Review Permits and identified the following:

- **City of La Quinta:** CUPs and Development Review Permits expire after 2 years. Time extensions of up to two years are permitted. Retroactive extensions are not permitted.
- **City of Indio:** CUPs, Design Review and Site Plans expire after 2 years. Time extensions of up to 12 month are permitted. Retroactive extensions are not permitted. The number of time extensions are not limited.
- **City of Palm Desert:** CUPs and Precise Plan expire after 12 months. Time extensions of up to 12 months are permitted. Retroactive extensions are not permitted. The number of time extensions are not limited.
- **City of Coachella:** Architectural Review and CUPs expire after 12 months. Time extensions of up to 12 months are permitted. Retroactive extension are not permitted. The number of time extensions are limited to three, 12-month time extensions.

GENERAL PLAN CONSISTENCY:

The Planning Commission's directives to encourage the timely construction of previously-approved projects is in keeping with the General Plan policies for economic development and jobs creation. As such, expired architectural approvals, and conditional use permits should be extended when there is documented justification, but "after the fact" time extensions for developers that fail to perform in a timely manner will no longer be allowed under the draft ordinance.

ALTERNATIVES:

1. Introduce Ordinance No. 1190 for first reading, by title only recommending that the City Council adopt the Ordinance amending Sections 17.72.010 and 17.74.050 of Title 17 (ZONING) of the Coachella Municipal Code to regulate time extension requests for Architectural Review and Conditional Use Permits
2. Introduce Ordinance No. 1190 for first reading, by title only, with minor modifications.

3. Take no action.
4. Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

The City of Coachella's permissive policies regarding expired projects, similarly is atypical of most cities which require expired projects to re-apply for a new application and be re-designed in keeping with current city policies. Staff recommends alternative #1.

Attachment:

1. Ordinance No. 1190 1st Reading - Amending Title 17 for Conditional Use Permit and Architectural Review Expirations

ORDINANCE NO. 1190

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING SECTIONS 17.72.010 AND 17.74.050 OF TITLE 17 (ZONING) OF THE COACHELLA MUNICIPAL CODE TO REGULATE TIME EXTENSION REQUESTS FOR ARCHITECTURAL REVIEW AND CONDITIONAL USE PERMITS.

WHEREAS, the Coachella Zoning Code currently includes post-determination procedures for expired Conditional Use Permit (“CUP”) reviews by the Planning Commission which procedure can be abused by applicants; and

WHEREAS, the City Council believes that the review of expiring CUP actions merit additional scrutiny and consideration by the Planning Commission in order to impose reasonable land use conditions of approval upon these uses, the City Council finds that this will provide the added scrutiny needed to address the negative impacts posed by these conditional uses; and,

WHEREAS, the Planning Commission conducted a properly noticed public hearing on October 6, 2021 at which members of the public were afforded an opportunity to comment upon this Ordinance, the recommendations of staff and public testimony; and,

WHEREAS, after such hearing, the Planning Commission recommended by a 5-0 vote that the City Council approve this Ordinance; and,

WHEREAS, the City Council conducted a properly noticed public hearing on November 10, 2021 at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff and public testimony.

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

SECTION 1. Subsection J(2) of Section 17.72.050 of Chapter 17.72 of Title 17 of the Coachella Municipal Code is hereby amended to read as follows (deleted text in ~~striketrough~~; added text in underlined text):

“17.74.050 - Post-determination procedures.

- A. Intent and Purpose. To provide flexibility in the placement and interrelationship of structures and uses subject to architectural review; to provide for the implementation of sound site plan design concepts while maintaining the overall intensity of land use and density of population; to review the site plan of those uses which are not intrinsically objectionable to the predominant use category of the district, but which have inherent characteristics which, if not properly handled, have potentials for becoming detrimental to the health, safety, or general welfare of the public, or to neighboring land uses; to determine whether or not a proposed development will properly comply with the architectural guidelines of the city and the provisions and development standards required by this chapter or as prescribed by the planning director, or other authorized agent; to improve the quality of development and to provide a mechanism whereby the city can insure well-designed development.

.....

J. Expiration of Architectural Approval.

1. Architectural approval shall expire three hundred sixty-five (365) days from approval unless the applicant has: obtained a building permit; paid all applicable fees; commenced construction; and is diligently pursuing completion. A cessation of construction for a period of more than thirty (30) consecutive days shall be presumed to be nondiligent.
2. The architectural review approval that has been granted, but not been exercised within one year, may be renewed for three one year time extensions only if an application stating reasons for renewal is filed with the planning director at least ten (10) days prior to one year after the effective date of the architectural review approval. The original approving authority for the architectural review (planning director or planning commission) shall render a decision regarding an extension. ~~If an applicant requests a time extension after the architectural review approval has expired, a retroactive time extension may be approved; however the application fees are double.~~ In the event that the planning director or planning commission acts to renew or grant a time extension for the architectural approval, the planning director or planning commission may impose any reasonable additional conditions on the architectural approval as a condition of its renewal. In the event that such additional conditions are not acceptable to the applicant and/or owner, the planning director or planning commission shall deny the ~~renewal.~~ time extension request.

SECTION 3. Subsection A(2) of Section 17.74.050 of Chapter 17.74 of Title 17 of the Coachella Municipal Code is hereby amended to read as follows (deleted text in ~~strikethrough~~; added text in underlined text):

“17.74.050 - Post-determination procedures.

A. Expiration of Conditional Use.

1. A conditional use shall expire and shall become void one year following the date on which the conditional use became effective, unless prior to the expiration of one year a building permit is issued and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.
2. A conditional use that has been granted, but not been exercised within one year may be renewed for three one-year time extensions only if an application stating reasons for renewal is filed prior to one year after the effective date of the conditional use approval by the planning commission. ~~If an applicant requests a time extension after the conditional use permit approval has expired, a retroactive time extension may be approved; however the application fees are double.~~ In the event that the planning commission acts to renew or approve a time extension for the conditional use permit, the planning commission may impose any reasonable additional conditions on the conditional use permit as a condition of the time extension, provided a modification to the conditional use permit is processed. ~~is renewal.~~ In the event that such additional

conditions are not acceptable to the applicant and/or owner, the planning commission shall deny the ~~renewal~~ time extension request.

SECTION 4. Effective Date. This ordinance shall take effect thirty (30) days after its adoption.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 6. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 7. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

ORDINANCE PASSED AND APPROVED on this ____ day of _____, 2021.

Steven Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

I, Andrea J. Carranza, Deputy City Clerk, City of Coachella, California, certify that the foregoing Ordinance was adopted by the City Council at a regular meeting of the City Council held on the ___th of _____, 2021, and was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, Deputy City Clerk



STAFF REPORT
11/10/2021

TO: Honorable Chair and Board Members

FROM: Nathan Statham, Finance Director

SUBJECT: Update Authorized Signers on the Agency's LAIF Accounts due to Changes in Agency Staff

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency adopt resolutions SA-2021-02 & SA-2021-03 approving the City Manager, Finance Director and Accounting Manager as authorized signers on the Agency's LAIF accounts.

BACKGROUND:

The City currently maintains investment accounts with the California Local Agency Investment Fund (LAIF) (account #s 11-33-001 & 65-33-004). These accounts represents highly liquid low risk investments with low interest rates. Former City Manager Bill Pattison is currently the authorized signer on the accounts. Funds in these investment accounts can only be transferred to and from the City's general checking account. Resolutions SA -2021-02 & SA-2021-03 are required by LAIF to update the authorized signers on the account. These accounts are no longer in use as all Agency funds are invested with the City of Coachella's pooled investments. The intent once authorized is to close these accounts.

FISCAL IMPACT:

There is no fiscal impact as part of this action.

RESOLUTION NO. SA-2021-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (ACCOUNT # 11-33-001).

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. set. for the purpose of investment as provided therein is in the best interest of the Successor Agency to the Coachella Redevelopment Agency.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY HEREBY RESOLVES AS FOLLOWS:

SECTION 1 - That the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency hereby authorizes the Successor Agency to the Coachella Redevelopment Agency to invest monies in the Local Agency Investment Fund in the State Treasury in accordance with government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

SECTION 2 – The following officers holding the titles(s) specified or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Gabriel Martin

Nathan Statham

Ruben Ramirez

City Manager

Finance Director

Accounting Manager

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

SECTION 3 – This resolution shall remain in full force an effect until rescinded by the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency by resolution and a copy of the resolution rescinding this resolution is filed with the state Treasurer’s Office.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

Steven A. Hernandez
Chair

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. SA-2021-02 was duly adopted by the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency at a regular meeting thereof, held on this 10th day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

RESOLUTION NO. SA-2021-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (ACCOUNT # 65-33-004).

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. set. for the purpose of investment as provided therein is in the best interest of the Successor Agency to the Coachella Redevelopment Agency.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY HEREBY RESOLVES AS FOLLOWS:

SECTION 1 - That the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency hereby authorizes the Successor Agency to the Coachella Redevelopment Agency to invest monies in the Local Agency Investment Fund in the State Treasury in accordance with government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

SECTION 2 – The following officers holding the titles specified or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Gabriel Martin

Nathan Statham

Ruben Ramirez

City Manager

Finance Director

Accounting Manager

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

SECTION 3 – This resolution shall remain in full force an effect until rescinded by the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency by resolution and a copy of the resolution rescinding this resolution is filed with the state Treasurer’s Office.

PASSED, APPROVED and ADOPTED this 10th day of November 2021.

Steven A. Hernandez
Chair

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. SA-2021-03 was duly adopted by the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency at a regular meeting thereof, held on this 10th day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
11/10/2021

TO: Honorable Chair and Commissioners

FROM: Carlos Campos, City Attorney

SUBJECT: Approval of Resolution No. SA 2021- 04 - Approving and Authorizing the Conveyance to the City by Grant Deed the Successor Agency’s Interest in 86-351 Avenue 52 Property

STAFF RECOMMENDATION:

Approve Resolution No. SA 2021-04 by the Successor Agency to the Coachella Redevelopment Agency to convey property commonly known as 86-351 Avenue 52 (APN: 763-131-002) to the City of Coachella.

BACKGROUND:

The Successor Agency owns that property located at 86-351 Avenue 52, Coachella, California (“Property”) and would like to transfer fee title to the City consistent with the long-range property management plan (the “LRPMP”).

DISCUSSION/ANALYSIS:

The attached Resolution provides for the transfer of the Property to the City. If the Successor Agency approves the conveyance of the Property, and finds that the Property is not necessary for the Successor Agency’s use, then the Successor Agency may adopt the Resolution and direct the Executive Director to execute the Grant Deed, which is attached as “Exhibit B.”

Staff has determined that the conveyance of the Property to the City is exempt from the requirements of the California Environmental Quality Act (“CEQA”), pursuant to State CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that the transfer of title to the property from the Successor Agency to the City will not have a significant effect on the environment.

ALTERNATIVES:

1. Do not approve the conveyance by grant deed of the Property to the City.

FISCAL IMPACT:

None anticipated

ATTACHMENT(S):

Resolution No. SA 2021-04
Grant Deed

RESOLUTION NO. SA 2021-04

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE CONVEYANCE TO THE CITY OF COACHELLA BY GRANT DEED THE SUCCESSOR AGENCY'S INTEREST IN 86-351 AVENUE 52 PROPERTY

WHEREAS, the Successor Agency to the Coachella Redevelopment Agency adopted Resolution SA 2021-04 approving a long-range property management plan (the "LRPMP") to address the disposition and use of the real properties of the former Coachella Redevelopment Agency; and

WHEREAS, included in the LRPMP as property nine (9), is that certain property commonly known as 86-351 Avenue 52, Coachella, California, 92236, APN: 763-131-002 ("Property"); as more fully described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, consistent with the permissible use in the LRPMP for the Property, the Successor Agency desires to convey the Property to the City of Coachella ("City");

WHEREAS, the City desires to receive the Property as was intended by the LRPMP; and

WHEREAS, the Successor Agency hereby declares for purposes of the Surplus Lands Act (Government Code section 54220 *et seq.*) (the "Act"), that the Property is not necessary for the City's use; and

WHEREAS, because the Successor Agency is transferring the Property to the City, another local agency (as defined under the Act), the Property and transfer thereof are exempt from the Act pursuant to section 54221(f)(1)(D) of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Successor Agency to the Coachella Redevelopment Agency, 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 Successor Agency determinates that the conveyance of the Property to the City is consistent with the LRPMP.

Section 3. The Successor Agency approves and authorizes the conveyance of the Property by and pursuant to the terms and conditions set forth in the Grant Deed attached hereto in substantially final form as Exhibit B.

Section 4. Pursuant to Government Code section 54221(b)(1), the Successor Agency hereby finds and declares that the Property is not necessary for the Successor Agency's use and is surplus; however, because the Property is being transferred to the

City, another local agency, for its use, the Property and its transfer are exempt from the procedural requirements of the Act pursuant to Government Code section 54221(f)(1)(D).

Section 5. Approval of the Property conveyance is not a “project” under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) (“CEQA”), because the transfer of title to the Property from the Successor Agency to the City is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. See CEQA Guidelines (California Code of Regulations, Title 14) section 15378(b)(5). As such, CEQA does not apply and no further action under CEQA is necessary.

Section 6. This Resolution shall become effective upon its adoption.

PASSED, APPROVED and ADOPTED this 10th day of November 2021, by the Successor Agency to the Coachella Redevelopment Agency.

Steven A. Hernandez
Chair

ATTEST:

Angela M. Zepeda
Secretary

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. SA 2021-04 was duly adopted by the Successor Agency to the Coachella Redevelopment Agency at a regular meeting thereof, held on the 10th day of November 2021, by the following vote of Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Secretary

**EXHIBIT A
TO
RESOLUTION NO. SA 2021-04**

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COACHELLA IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 23 OF PARCEL MAP NO. 25095, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 165, PAGES 37 THROUGH 39 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 763-131-002

**EXHIBIT B
TO
RESOLUTION NO. SA 2021-04**

Grant Deed

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Coachella
53990 Enterprise Way
Coachella, California 92236
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from Recording Fees – Government Code section 27383

GRANT DEED

The undersigned declares:

Documentary Transfer Tax is: \$0

County of Riverside; City of Coachella

Assessor's Parcel Nos.: **763-131-002**

- computed on full value of interest or property conveyed, or
- computed on full value of liens or encumbrances remaining at time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Successor Agency to the Coachella Redevelopment Agency ("**Grantor**"),

hereby grants to

City of Coachella ("**Grantee**"),

that certain real property legally described in Exhibit "1" attached to and by this reference incorporated into this Grant Deed, subject to:

1. Real property taxes and assessments, not delinquent.

2. Covenants, conditions, restrictions, easements, exceptions, reservations, rights, rights-of-way and other matters of record.

Dated: _____

SUCCESSOR AGENCY TO THE
COACHELLA REDEVELOPMENT
AGENCY,

By: _____

Dr. Gabriel D. Martin
Executive Director

**EXHIBIT "1"
TO
GRANT DEED**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COACHELLA IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 23 OF PARCEL MAP NO. 25095, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 165, PAGES 37 THROUGH 39 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 763-131-002